

Labor and Trades and Safety and Regulatory Units

Collective Bargaining Agreement

Between

The Office of the State Employer

and

The Michigan State Employees
Association

Text approved by the Civil Service Commission
15, December 2011

Wages and Benefits: October 1, 2012 – September 30, 2014

Non-economic Provisions: January 1, 2012 – December 31, 2013

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE	1
ARTICLE 2 PURPOSE AND INTENT	1
ARTICLE 3 RECOGNITION	2
A. Representation Units	2
B. Classifications	2
C. Appointment Duration	3
ARTICLE 4 ASSOCIATION RIGHTS	3
A. Aid to Other Organizations	3
B. Information Provided to MSEA	4
C. Bulletin Boards	5
D. Mail Service	6
E. MSEA Information Packet	6
F. MSEA Meetings in State Premises	7
G. Telephone Directory	7
H. Office Space	7
I. Access to Premises by MSEA Representatives	8
J. MSEA Presentation	8
K. Picketing	9
L. Employee Organization Activity	9
ARTICLE 5 MANAGEMENT RIGHTS	10
ARTICLE 6 MSEA SECURITY	11
A. Dues Deduction	12
B. Representation Fee Deductions	12
C. Compliance Procedure	13
D. Employer Notification	14
E. Reimbursement	14
F. Objections to Amount of Service Fee	14
ARTICLE 7 MSEA BUSINESS AND ACTIVITIES	14
A. Time Off for MSEA Business	14
B. MSEA Officers	16
C. Time Off Without Loss of Pay During Working Hours	16
D. Administrative Leave Bank	16
E. Administrative Leave Approval Procedures	18
F. Reporting Time	18
ARTICLE 8 GRIEVANCE PROCEDURE	18
A. General	18
B. Grievance Steps	21
C. Time Limits	24
D. Retroactivity	25
E. Exclusive Procedure	25
F. Processing Grievances	25
G. Discipline	26
H. Documents and Witnesses Required for Arbitration	26
I. Grievance Conduct	27

TABLE OF CONTENTS

J. Civil Service Rule Limitation on the Grievance Procedure	27
ARTICLE 9 DISCIPLINARY ACTION	27
A. Investigation and Representation	27
B. Disciplinary Action and Conference	29
C. Emergency Disciplinary Action	30
D. Resignation in Lieu of Disciplinary Action	31
E. Suspension for Investigation	31
F. Suspension for Felony Charges	32
ARTICLE 10 COUNSELING AND PERFORMANCE REVIEW	32
A. Performance Discussion or Review	32
B. Informal Counseling	32
C. Formal Counseling	32
D. Removal of Records	33
E. Relationship to Disciplinary Action	33
ARTICLE 11 SENIORITY	33
A. Seniority Definitions	33
B. General Application	35
C. Seniority Lists	35
D. Seniority Limitation	36
ARTICLE 12 LAYOFF AND RECALL PROCEDURE	36
A. Application of Layoff	36
B. Voluntary Layoffs	38
C. General Layoff Procedures	38
D. Bumping	40
E. Recall Lists	41
F. Recall from Layoff	42
G. Removal of Names From Recall Lists	43
H. Limited Term Recall	43
I. Layoff and Recall Information to MSEA	44
ARTICLE 13 ASSIGNMENT AND TRANSFER	44
A. Definitions	44
B. General	46
C. Assignment/Reassignment	46
D. Transfer	49
E. Expense Reimbursement	52
ARTICLE 14 HOURS OF WORK	53
A. Biweekly Work Period	53
B. Work Days	53
C. Work Shift	53
D. Work Schedules	54
E. Meal Periods	55
F. Rest Periods	55
G. Wash-up Time	55
H. Callback	55
I. On-Call	56
J. No Guarantee or Limitation	56

TABLE OF CONTENTS

K. Modified Work Schedules	56
L. Reduction in Hours	57
M. Utilization of Leave Credits and Timekeeping	57
ARTICLE 15 OVERTIME	57
A. Definitions	57
B. Eligibility for Overtime Credit	57
C. Overtime Compensation	59
D. Pyramiding	59
E. Scheduling of Compensatory Time	59
F. Overtime Procedure	59
ARTICLE 16 LEAVES OF ABSENCE	60
A. Eligibility	60
B. Request Procedure	60
C. Approval	60
D. Return from Leave of Absence	63
E. School/Community Participation Leave	64
ARTICLE 17 PERSONNEL FILES	65
A. General	65
B. Access	65
C. Employee Disagreements	66
D. Employee Notification	66
E. Non-Employment Related Information	66
F. Confidentiality of Records	66
G. Expunging Records	66
H. Confidentiality of Medical Records	67
ARTICLE 18 MSEA REPRESENTATION	68
A. MSEA Representatives and Jurisdictions	68
B. Chief Stewards	69
C. Release of MSEA Representatives	69
D. Union Leave	69
ARTICLE 19 LABOR-MANAGEMENT MEETINGS	70
A. Purpose	70
B. Representation	71
C. Scheduling	71
D. Pay Status of MSEA Representatives	71
E. State Employer	71
ARTICLE 20 WORK RULES	72
ARTICLE 21 GROOMING AND ATTIRE	72
ARTICLE 22 HEALTH AND SAFETY	73
A. General	73
B. First Aid Equipment	73
C. Buildings	73
D. Medical Examinations	73
E. Foot Protection	74
F. Protective Clothing	74
G. Safety Glasses	74

TABLE OF CONTENTS

H. Safety Inspection	74
I. Contagious Diseases	75
J. Health and Safety Committee	75
K. Compliance Limitations	76
L. Safety Evacuation Plans	76
M. Obligation of MSEA and Employees	76
N. Employee Services Referral Program	77
ARTICLE 23 PROBATIONARY EMPLOYEES	77
A. Definition	77
B. Effect of Separation	78
C. Application of Provisions	78
ARTICLE 24 SUPPLEMENTAL EMPLOYMENT	78
ARTICLE 25 NON-DISCRIMINATION	79
ARTICLE 26 SEXUAL HARASSMENT	80
ARTICLE 27 SMOKING	80
ARTICLE 28 POLYGRAPH EXAMINATIONS	81
ARTICLE 29 TRAINING	81
ARTICLE 30 STAFFING	81
ARTICLE 31 OPERATION OF STATE MOTOR VEHICLES	82
A. General	82
B. Commercial Drivers License	82
C. Drug and Alcohol Testing under the Omnibus Transportation Employees Testing Act of 1991	84
ARTICLE 32 WAGE ASSIGNMENTS AND GARNISHMENTS	86
ARTICLE 33 POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS	87
A. Position Descriptions	87
B. Class Specifications	87
C. Journeyperson Certification	87
D. Resolution of Classification Disputes	88
E. Working Out of Class	88
ARTICLE 35 MISCELLANEOUS BENEFITS	88
A. Clothing	88
B. Tools and Equipment	89
C. Theft, Loss or Damage to Personal Items	89
D. Storage Space	89
E. Parking	90
F. Lounge and/or Eating Areas	90
G. Tuition Reimbursement	90
H. Legal Services	91
I. Professional Fees and Subscriptions	92
J. Leave of Absence with Pay	92
K. Jury Duty	92
L. Meals Without Charge	94
M. Temporary Alternative Duty Assignment	94
ARTICLE 36 COMPENSATION POLICY UNDER CONDITIONS OF	

TABLE OF CONTENTS

GENERAL EMERGENCY	94
A. General Emergency.....	94
B. Administrative Determination.....	94
C. Compensation in Situation of Closure.....	95
D. Compensation in Situation of Inaccessibility.....	95
E. Additional Timekeeping Procedures.....	95
ARTICLE 37 MOVING EXPENSES	96
A. Persons Covered.....	96
B. By Commercial Mover.....	96
C. Mobile Homes.....	97
D. Storage of Household Goods.....	97
E. Temporary Travel Expense.....	97
F. To Secure Housing.....	97
ARTICLE 38 MOBILITY – CAREER ADVANCEMENT	98
ARTICLE 39 PAID ANNUAL LEAVE	98
A. Initial Leave.....	98
B. Allowance.....	98
C. Additional Allowance.....	98
D. Crediting.....	99
E. Transfer and Payoff.....	100
F. Annual Leave Cap.....	100
G. Utilization.....	100
H. Banked Leave Time.....	100
I. Scheduling.....	101
J. Conversion to Sick Leave.....	101
K. Annual Leave Buy Back.....	102
L. Annual Leave Freeze.....	102
M. Voluntary Donation of Annual Leave.....	102
ARTICLE 40 PAID SICK LEAVE	103
A. Allowance.....	103
B. Utilization.....	103
C. Disability Payment.....	104
D. Accumulation and Payoff.....	104
E. Proof.....	105
F. Return to Service.....	105
G. Transfer.....	105
H. Sick Leave for Health Screening.....	105
I. Bereavement Leave.....	105
J. Funeral Leave.....	105
ARTICLE 41 SALARY SCHEDULE AND RELATED MATTERS	105
A. Computation of Salaries.....	105
B. Pay Periods.....	106
C. Pay Days.....	106
D. Authorized Payroll Deductions.....	106
E. Michigan Educational Trust.....	107
ARTICLE 42 INCORPORATION OF APPENDICES	107

TABLE OF CONTENTS

ARTICLE 43 COMPENSATION	108
A. Wages	108
B. Special Pay Premiums	109
C. Cafeteria Benefits Plan	110
D. The State Health Plan	110
E. Group Dental Expense Plan	116
F. Vision Care Insurance	119
G. Long Term Disability Insurance	120
H. Life Insurance	121
I. Accidental Death Insurance	122
J. Payment of Insurance Premiums Upon Layoff	122
K. Group Insurance Enrollment Upon Limited Term Recall	122
L. Open Enrollment Period	122
M. Shift Premium Payment	123
N. Hazard Pay	123
O. Personal Leave Days	124
P. Longevity	125
Q. Holidays	127
R. Severance Pay	127
S. Deferred Compensation	132
T. Reimbursement Rates – Travel	132
U. A Qualified 401(k) Tax-Sheltered Plan	132
V. Flexible Compensation Plan	132
W. Safety Shoes	133
X. Conservation Officer Per Diem	133
Y. Motor Carrier Officer Per Diem	133
Z. Effective Date	133
ARTICLE 44 PRINTING OF THE AGREEMENT	133
ARTICLE 45 UNION INFORMATION TO THE EMPLOYER	133
ARTICLE 46 NO STRIKE – NO LOCKOUT	134
A. No Strike	134
B. No Lockout	134
ARTICLE 47 EFFECT OF CIVIL SERVICE COMMISSION RULES AND COMPENSATION PLAN	134
ARTICLE 48 SEVERABILITY	135
ARTICLE 49 PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES	135
ARTICLE 50 SECONDARY NEGOTIATIONS	136
ARTICLE 51 LABOR-MANAGEMENT COUNCIL	137
ARTICLE 52 INTEGRITY OF THE BARGAINING UNIT	137
ARTICLE 53 DRUG AND ALCOHOL TESTING	139
A. Definitions	139
B. Prohibited Activities	141
C. Testing Employees	141
D. Drug and Alcohol Testing Protocols	143
E. Prohibited Levels of Drugs and Alcohol	143

TABLE OF CONTENTS

F. Penalties143
G. Self-reporting144
H. Union Representation145
I. Identification of Test-designated Positions.....145
J. Coordination of Rule and Federal Regulations145
ARTICLE 54 TERMINATION OF AGREEMENT145

APPENDICES

A. LABOR & TRADES UNIT – A31 Ref: Article 3 – Recognition148
B. SAFETY & REGULATORY UNIT – A02 Ref: Article 3 – Recognition.....151
C. Employee Benefits Eligibility Chart.....153
D. Authorization for Deduction of Representation Service Fee157
E. Application for Membership (MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5).....158
H. Procedure 0620.02 Issued August 15, 2000159
J. Longevity Compensation Plan Schedule of Payments166
K. Supervisor’s Report of Reasonable Suspicion167
L. Article 31168
M. State Health Plan Community Blue PPO Benefit Chart169
M-1 New State Health Plan PPO or New HMO Plan176

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1, Article 12.....182
LETTER OF UNDERSTANDING #2, Article 12, Section A.182
LETTER OF UNDERSTANDING #3, Article 14, Section E Meal Periods.....183
LETTER OF UNDERSTANDING #4, Article 22, Health and Safety183
LETTER OF UNDERSTANDING #5, Article 22, Section I Contagious Diseases ...183
LETTER OF UNDERSTANDING #6, Article 43, AIDS Rider to Health Plan183
LETTER OF UNDERSTANDING #7, Article 43, Section A.184
LETTER OF UNDERSTANDING #8, Implementation of the Family and Medical Leave Act184
LETTER OF UNDERSTANDING #9, State Worker 4.....188
LETTER OF UNDERSTANDING #10, Cafeteria Benefits Plan188
LETTER OF UNDERSTANDING #11, Voluntary Work Schedule Adjustment Program Michigan State Employees Association.....190
LETTER OF UNDERSTANDING #12, Human Resources Management Network (HRMN).....192
LETTER OF UNDERSTANDING #13, Pre-Tax Deduction for Parking.....192
LETTER OF UNDERSTANDING #14, Fire/Crash Rescue Officers.....193
LETTER OF UNDERSTANDING #15, Michigan State Employees Association and Michigan Department of Natural Resources – Safety and Regulatory Unit and Office of the State Employer196
LETTER OF UNDERSTANDING #16, Motor Carrier Compensation.....196
LETTER OF UNDERSTANDING #17, Motor Carrier and Sate Property Security Officer Recruit School.....197

TABLE OF CONTENTS

LETTER OF UNDERSTANDING #18, Banked Leave Time Program FY 2005	197
LETTER OF UNDERSTANDING #19, Firearm Storage.....	199
LETTER OF UNDERSTANDING #20, Article 8, Grievance Arbitration Tracking System	199
LETTER OF UNDERSTANDING #21, Article 22, Section F – Foot Protection	199
LETTER OF UNDERSTANDING #22, Article 35, Section A – Clothing	199
LETTER OF UNDERSTANDING #23, Article 43, Section D	200
LETTER OF UNDERSTANDING #24, Optional Coverages Plan.....	200
LETTER OF UNDERSTANDING #25, Motor Carrier, Capital Security and Conservation Officers	201
LETTER OF UNDERSTANDING #26, Article 13	201
LETTER OF UNDERSTANDING #27, Article 39 – Annual Leave Donation	201
LETTER OF UNDERSTANDING #28, Hand Writing Analysis	202
LETTER OF UNDERSTANDING #29, Joint Healthcare Committee	202
LETTER OF UNDERSTANDING #30, NEOGOV.....	203
LETTER OF UNDERSTANDING #31, New Solutions Committee	204
LETTER OF UNDERSTANDING #32, Student Assistant.....	204
 Addendum – Article 12 a.1	 205
 INDEX	 208

ARTICLE 1
PREAMBLE

1
2
3
4 This Agreement is made and entered into at Lansing, Michigan, by and
5 between the State of Michigan and its principal Departments and Agencies
6 (hereinafter referred to as the "Employer"), represented by the State Employer,
7 and the Michigan State Employees Association (hereinafter referred to as
8 "MSEA"), as exclusive representative of employees employed by the State of
9 Michigan and as specifically set forth in Article 3, shall be effective when it has
10 been ratified by the Employer and MSEA and approved by the Civil Service
11 Commission.

12
13 All non-economic provisions contained in this Agreement will be effective
14 according to their terms upon ratification. Economic provisions of this Agreement
15 shall become effective on the date specified in the particular Article. No
16 provisions of this Agreement shall apply retroactively unless so specified in the
17 particular Article.

18
19 If an agreement is not reached by the parties but goes to the impasse panel
20 in accordance with Civil Service Rules and Regulations, a ratification vote will not
21 be held.

22
23
24 **ARTICLE 2**
25 **PURPOSE AND INTENT**

26
27 **A.** It is the purpose and intent of this Agreement to provide for the wages, hours
28 and terms and conditions of employment of the employees covered by this
29 Agreement, to recognize the continuing joint responsibility of the parties to
30 provide efficient and uninterrupted services and satisfactory employee conduct to
31 the public, and to provide an orderly, prompt, peaceful and equitable procedure
32 for the resolution of differences between employees and the Employer. Upon
33 approval by the Civil Service Commission, the provisions of this Agreement shall
34 automatically modify or supersede: (1) conflicting rules and regulations of the
35 Civil Service Commission pertaining to wages, hours, and terms and conditions
36 of employment that are mandatory subjects of bargaining; and (2) conflicting
37 rules, regulations, practices, policies and agreements of or within
38 Departments/Agencies pertaining to terms and conditions of employment.

39
40 **B.** If, during its term, the parties hereto should mutually agree to modify, amend
41 or alter the provisions of this Agreement, in any respect, any such changes shall
42 be effective only if reduced to writing and executed by the authorized
43 representatives of the State Employer and MSEA and approved by the Civil
44 Service Commission.

ARTICLE 2

1 **C.** No individual employee or group of employees, acting independently of MSEA,
2 nor appointing authority, department or agency acting independently of the State
3 Employer, may alter, amend, modify, or disregard any provisions hereof.

4
5 **D.** Economic benefits which were in effect on the effective date of this Agreement,
6 and which are not specifically provided for or abridged by this Agreement, will
7 continue in effect under conditions upon which they had previously been granted
8 throughout the life of this Agreement unless altered by mutual consent of the
9 Employer and the MSEA and approved by the Civil Service Commission.

10
11
12 **ARTICLE 3**
13 **RECOGNITION**

14
15 **A. Representation Units.**

16 The Employer recognizes MSEA as the exclusive representative and sole
17 bargaining agent for the Bargaining Unit of employees represented by the following
18 certifications of the State Personnel Director:

- 19
20 Labor & Trades Unit certified March 27, 1979
21 Safety & Regulatory Unit - certified September 14, 2001
22

23 The employees covered by this Agreement shall be those in the classifications
24 listed in Appendix A and Appendix B of this Agreement and such other
25 classifications as may be assigned to the Unit under the Civil Service Rules and
26 Regulations and/or in accordance with the provisions of this Agreement.

27
28 **B. Classifications.**

- 29 1. The parties will review and at the request of MSEA meet to discuss the
30 abolishment of existing Unit classifications as well as all new or revised
31 Bargaining Unit classifications and sub-class codes. Any other new or revised
32 classifications, selective position requirements and sub-class codes consisting in
33 part of duties of existing Unit classifications and all supervisory classifications of
34 Unit classes shall also be reviewed and discussed at the request of MSEA.
35
36 2. When the Employer recommends creation of a new classification, selective
37 position requirements and/or sub-class codes, the Employer shall give
38 concurrent notice to MSEA describing the class created, the number of positions,
39 proposed salary range and the Bargaining Unit into which the Employer believes
40 the new class should be placed.
41
42 3. The MSEA shall receive concurrent copies of recommendations or requests to
43 Civil Service to abolish, modify or create Bargaining Unit classifications, selective
44 position requirements and sub-class codes, classifications consisting in part of
45 duties of existing Unit classifications, and all supervisor classifications of Unit
46 classes, sent to Civil Service by departments or the Office of the State Employer.

1 All copies of recommendations by MSEA to abolish, modify or create
2 classifications, selective position requirements and sub-class codes shall be
3 forwarded to the Office of the State Employer. The inclusion or exclusion of
4 newly created classifications shall be resolved in accordance with the Civil
5 Service Rules and Regulations.
6

7 4. Existing Representational Unit positions shall not be excluded from the
8 Bargaining Units by or at the request of the Employer, without prior agreement of
9 the parties. If no agreement is reached, the matter will be resolved through a
10 Unit clarification hearing or such other hearing as may be established by the Civil
11 Service Rules and Regulations.
12

13 5. Representation Unit positions shall not be reclassified, reallocated or retitled by
14 or at the request of the Employer for the sole purpose of removing same from the
15 Unit(s) without prior agreement between the parties. This provision shall not be
16 construed to prohibit the Employer from reallocating positions that have been
17 downgraded for training because of the unavailability of a register. Classified
18 employees in classes and positions assigned to these Units in accordance with
19 this Section shall be subject to the provisions of this Agreement.
20

21 6. In the event of any layoff within a department, the Employer shall not abolish,
22 modify or create new positions for the purpose of avoiding recall of laid off
23 Bargaining Unit employees.
24

25 **C. Appointment Duration.**

26 The parties agree that Appendix C describes the appointment duration of employees
27 covered by this Agreement and such definitions and benefit coverages are, hereby,
28 incorporated into this Agreement by reference and shall constitute the sole
29 applicable definitions and benefit descriptions thereof.
30

31 When the Employer fills a limited term appointment the Employer shall notify the
32 MSEA. When a limited term appointment is to be extended, the Employer will
33 provide advance notice to the MSEA no less than ten (10) working days prior to the
34 effective date of the extension. Disputes regarding notice shall not be grievable.
35
36

37 **ARTICLE 4**
38 **ASSOCIATION RIGHTS**
39

40 **A. Aid to Other Organizations.**

41 The Employer agrees not to, and shall cause its designated agents not to, aid,
42 promote or finance any other labor or employee organization which purports to
43 engage in employee representation of employees in these Units, or make any
44 agreements with any such group or organization for the purpose of undermining
45 MSEA's representation of the Bargaining Units covered by this Agreement.
46

ARTICLE 4

1 Nothing contained herein shall be construed to prevent any representative of the
2 Employer from meeting with any professional or citizen organization for the purpose
3 of hearing its views, provided that as to matters which are mandatory subjects of
4 negotiation, any changes or modifications in conditions of employment shall be
5 made only through negotiations with MSEA.
6

7 Nothing contained herein shall be construed to prevent any individual employee
8 from (1) discussing any matter with the Employer and/or supervisors, or (2)
9 processing a grievance in his/her own behalf in accordance with the grievance
10 procedure provided herein.
11

12 MSEA agrees not to use any service or privilege provided in this Article for
13 purposes of organization or political activity in violation of this Agreement, Civil
14 Service Rules and Regulations, or applicable State Law. Violation of this provision
15 shall constitute the basis of revoking such services or privileges.
16

B. Information Provided to MSEA.

- 17
18 I. The Employer agrees to furnish to MSEA in electronic format a biweekly
19 transactions report listing employees in these Units who are hired, rehired,
20 reinstated, transferred into or out of the Bargaining Unit(s), transferred between
21 Agencies and/or Departments, promoted, reclassified, downgraded, placed on
22 leaves of absence(s) of any type including disability, placed on layoff, recalled
23 from layoff, separated (including retirement), who have been added to or deleted
24 from the Unit(s) covered by this Agreement, or who have made any changes in
25 Employee Organization deductions. This report shall include the employee's
26 name, employee identification number, employee status code, job code
27 description (class/level), personnel action and reason and effective
28 start/appointment and end/expiration date, process level and former or new
29 Department/Agency.
30
- 31 2. The Employer will provide to MSEA in electronic format a biweekly demographic
32 report which shall contain the following information for each employee in the
33 Bargaining Unit(s): the employee's name, employee identification number, street
34 address, city, state, zip code, job code description (class, level and sub-class
35 code), sex, race, birth date, hire date, department, agency, TKU, Union
36 deduction code and amount, status code (appointment code), position code,
37 leave of absence/layoff effective date, continuous service hours, county code,
38 Unit code and hourly rate. The parties agree that this provision is subject to any
39 prohibition imposed upon the Employer by courts of competent jurisdiction.
40
- 41 3. Membership dues and Agency Shop deductions for each biweekly pay period
42 shall be remitted to the designated Executive Officer of MSEA, with an
43 alphabetical list of names, by Department and Agency, of all enrollments,
44 cancellations with departure coding, when available, deduction changes,
45 additional deductions, name and/or employee identification number change, after
46 the close of the pay period of deduction. The Employer shall provide to the

1 Executive Officer of MSEA an alphabetical listing, by Department and Agency,
 2 identifying those employees who have valid dues deduction authorization on file
 3 with the Employer from whose earnings no deduction of dues was made.
 4 Unavoidable delays shall not constitute a violation of this Agreement.

- 5
 6 4. The reports listed in Subsections 1, 2 and 3 above shall be provided in hard copy
 7 form or other format, including electronic data transfer.

8
 9 **C. Bulletin Boards.**

10 The Employer agrees to furnish space for MSEA bulletin boards at reasonable
 11 locations mutually agreed upon in secondary negotiations for use by MSEA to
 12 enable employees of the Representation Unit to see materials posted thereon by the
 13 MSEA. Locations will normally be at or near an area where employees in these
 14 Units have reasonable access or congregate. The normal size of new bulletin
 15 boards will not exceed twelve (12) square feet. The Employer will continue providing
 16 bulletin boards provided under prior agreements with the MSEA and they need not
 17 conform to the normal size.

18
 19 In the event that new bulletin boards are mutually agreed upon, the MSEA shall
 20 pay 100% of the material cost of such new boards. MSEA may furnish its own
 21 bulletin boards compatible with Employer locations which will be installed by the
 22 Employer in convenient locations as agreed in secondary negotiations. MSEA
 23 postings shall be restricted to bulletin boards provided for under this Agreement.

24
 25 All materials shall be signed, dated and posted by the MSEA President or his/her
 26 designee and shall relate only to the matters listed below:

- 27
 28 1. MSEA recreational and/or social affairs;
 29 2. MSEA appointments;
 30 3. MSEA election information;
 31 4. Results of MSEA elections;
 32 5. MSEA meetings;
 33 6. Rulings or policies of MSEA;
 34 7. Reports of MSEA standing committees;
 35 8. Any other material authorized by the Employer or his/her designee and the
 36 President or his/her designee.

37
 38 No partisan political literature, nor materials ridiculing individuals by name or
 39 obvious direct reference, nor defamatory or detrimental to the Employer or MSEA
 40 shall be posted. The bulletin boards shall be maintained by MSEA and shall be for
 41 the sole and exclusive use of MSEA. The Employer may remove posted material
 42 which violates the provisions of this Section and shall provide prompt notice of any
 43 removal to the President or his/her designee. In addition, the Employer will
 44 endeavor to make certain that unauthorized removal of material from MSEA bulletin
 45 boards does not occur.

ARTICLE 4

D. Mail Service.

MSEA shall be permitted to use the internal mail systems of the State, both interdepartmental and intra-departmental to communicate on issues such as individual or group grievances, notice of meetings with State Departments, transmittals or responses from State Departments, and all other matters which originate from conducting business with the State. Such mailings shall be of a reasonable size, volume and frequency.

Use of the mail system shall not include any U.S. mails or other commercial or statewide delivery services used by the State that are not a part of the internal mailing systems.

The use of the mail shall be restricted to only that mail necessary to conduct business with or communicate with State offices regarding Union activities. Those items which originate from or are solely intended to inform or conduct Union business shall be prohibited.

Mail must originate from:

1. Employee to employee;
2. Steward to employee;
3. Employee to Steward;
4. Employee or Steward to Department or Agency personnel.

The MSEA shall be prohibited from processing MSEA originated mailings through the State mail system as this is in violation of the Private Express Statutes, Part 310 or 39 F.R. 36114 of the Federal Regulations. It is also in violation of the Administrative Manual Procedure, Chapter 6, Section 2, Subject 31.

No partisan political literature nor material ridiculing individuals by name or obvious direct reference nor defamatory or detrimental to Employer or MSEA shall be distributed through the mail system.

The Employer shall be held harmless for delivery and security of such mail, including mail directed to MSEA members from outside the Agency. However, the Employer shall not intentionally open, alter, intercept, delay, or in any manner, tamper with Articles so mailed, if marked "MSEA Confidential" or "Confidential".

E. MSEA Information Packet.

The Employer agrees to furnish to new employees in the Units covered by this Agreement a packet of informational materials supplied to the Employer by the MSEA President or his/her designee. The Employer retains the right to review the material supplied and to refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference or materials defamatory or detrimental to the Employer or MSEA.

1 **F. MSEA Meetings in State Premises.**

2 The Employer agrees to furnish State conference and/or meeting rooms for
3 MSEA local meetings upon prior request by the local representative or his/her
4 designee, subject to approval by the appropriate local Employer Representative.
5 Expected attendance cannot exceed the capacity of the room requested. Such
6 facilities shall be furnished to MSEA in accordance with usual Agency practices.
7 MSEA meetings on State premises shall be governed by the Employer's operational
8 considerations and shall be confined to the approved locations. The parties
9 understand that Management has the right to limit access to State owned or leased
10 buildings. Such limitations shall be based on operational and security
11 considerations.

12
13 **G. Telephone Directory.**

14 The Employer agrees to publish free of charge the telephone numbers and
15 business addresses of MSEA Offices in the next State of Michigan telephone
16 directory as published by the Department of Technology, Management and Budget.
17 Such listing shall include the identification of a reasonable number of MSEA
18 staff/officers. The Employer agrees to extend the right provided in this Section to
19 any new full time staff offices operated by MSEA. This shall not apply to office
20 space granted pursuant to Section H. of this Article. The listing of MSEA Central
21 Office and MSEA spokespersons in a departmental telephone directory shall be a
22 proper subject of secondary negotiations only upon mutual agreement of the Union
23 and the departmental Employer.

24
25 **H. Office Space.**

26 The Employer agrees to continue to provide reasonable office space in
27 institutional settings where such office space is currently provided. For purposes of
28 this Section only, an institutional setting refers to a round-the-clock residential site.
29 Confidentiality of the records and the access to that office space is an appropriate
30 subject for secondary negotiations. In addition, where office space is not currently
31 provided, the Employer agrees that, subject to its availability, office space and the
32 confidentiality of records and access to that space at those institutional settings is an
33 appropriate subject for secondary negotiations.

34
35 Such premises shall be for the sole and exclusive use of MSEA, and shall be
36 provided to MSEA, for the lowest possible charge or fee, if required. This fee shall
37 not include telephones. Access and security will be in accordance with institution or
38 departmental rules. MSEA will maintain such space in appropriate condition and in
39 accordance with its lease or other requirements of the Employer.

40
41 Subject to the following, all office space currently being used by MSEA under this
42 Section may continue to be used, provided that the following paragraph of this
43 Section may be invoked by the Employer.

44
45 Subject to its availability and in accordance with Department of Technology,
46 Management and Budget and/or Departmental regulations, MSEA shall be permitted

ARTICLE 4

1 to lease office space in State owned buildings. No partisan political activity shall be
2 conducted in such facilities, and no partisan political literature or material ridiculing
3 individuals by name or obvious direct references or defamatory or detrimental to the
4 Employer, shall be prepared in or distributed from such facilities.

5
6 The Employer reserves the right to withdraw approval for MSEA's use of such
7 premises, upon thirty (30) days written notice to MSEA only due to operational
8 requirements, failure to pay rental charges, misuse by MSEA or its Agents, or
9 interference with State operations in accordance with terms of the lease. If approval
10 is withdrawn due to operational requirements, the Employer will make a good faith
11 effort to provide alternative office space.

12 13 **I. Access to Premises by MSEA Representatives**

14 The Employer agrees that non-employee Officers and Representatives of MSEA
15 shall be admitted to the non-public portions of the premises of the Employer during
16 working hours and upon arrival will give notice to the designated Employer
17 Representative unless a different procedure is agreed to in secondary negotiations.
18 Such visitation shall only be for the purpose of participating in Labor-Management
19 Meetings, conducting MSEA internal business related to these Bargaining Units on
20 non-work time of all participants, interviewing grievants, attending grievance
21 hearings/conferences, and for other reasons related to the administration of this
22 Agreement. Only designated non-work and meeting areas may be used for this
23 purpose. Exceptions shall be only with Employer permission. Employee
24 representatives shall have access to the premises in accordance with this
25 Agreement.

26
27 MSEA agrees that such visitations shall be carried out subject to operational or
28 security measures established and enforced by the Employer.

29
30 The Employer may designate a private meeting place or may provide a
31 representative to accompany the MSEA Officer or Representative where operational
32 or security considerations do not permit unaccompanied MSEA access. The
33 Employer Representative shall not interfere with or participate in these visitation
34 rights. The Employer reserves the right to limit the number of representatives
35 permitted on the premises at any one time in accordance with operational and
36 security needs and to suspend such access rights during emergencies, or in the
37 case of abuse.

38 39 **J. MSEA Presentation.**

40 During a planned orientation of a new Representational Unit employee(s), MSEA
41 shall be given an opportunity to introduce one local MSEA Representative or one
42 central MSEA Staff Representative to speak briefly to describe MSEA, its rights and
43 obligations as an exclusive representative. At least one (1) Employer
44 Representative may attend said presentation as an observer, but shall not
45 participate in and/or interfere with the MSEA presentation. No partisan political
46 material, nor materials ridiculing individuals by name or obvious direct reference or

1 defamatory or detrimental to the Employer shall be contained in such presentation.
2 Violation of this prohibition shall be cause for suspension and/or revocation of this
3 right by the Employer.

4
5 Where the Local Representative is making the presentation, such Local
6 Representative shall be a designated MSEA Representative at the work location
7 premises at which the presentation is made. If the orientation is conducted off the
8 work premises, the Local Representative shall have an opportunity to participate in
9 accordance with this Section.

10
11 Scheduling of presentations by the Employer may, when necessary, be done
12 before or after regular work hours with the understanding that attendance will be
13 encouraged.

14
15 The Employer will notify MSEA whenever a new employee is to be added to any
16 Bargaining Units represented by MSEA. Such notification shall be submitted to the
17 MSEA Central Office within thirty (30) calendar days from date of hire. The
18 scheduling and handling of presentations under this Section may be discussed in
19 secondary negotiations.

20 21 **K. Picketing.**

22 The parties recognize that MSEA may engage in peaceful, informational
23 picketing in accordance with law, the Civil Service Rules and Regulations, and this
24 Agreement. The following guidelines and provisions, although not necessarily
25 exclusive, are agreed to by the parties:

- 26
27 1. Picketing will be peaceful and non-threatening.
- 28
29 2. Picket line members, if employees in a covered Bargaining Unit, will be off duty.
- 30
31 3. Pickets will not cause entry to State-owned or occupied premises to be delayed
32 or denied or attempt to persuade employees or the public not to cross picket
33 lines.
- 34
35 4. All picketing paraphernalia will be removed from the picketing site by MSEA
36 whenever picketing is not being engaged in.
- 37
38 5. Picketing will be conducted only at entrances to Employer owned or occupied
39 premises, in a manner which does not impede or interfere with the public's use of
40 public property, and only on portions of public property where such picketing
41 does not interfere with normal operations or access.

42 43 **L. Employee Organization Activity.**

44 Bargaining Unit employees, including MSEA Officers and Representatives, and
45 authorized non-employee MSEA Representatives, shall not conduct any MSEA
46 activities or MSEA business on State work time or at State work locations except as

ARTICLE 4

1 specifically authorized by the provisions of this Agreement. However, the Employer
2 agrees that messages for MSEA officers and representatives shall be received and
3 forwarded in a timely manner.
4

5
6 **ARTICLE 5**
7 **MANAGEMENT RIGHTS**
8

9 It is understood and agreed by the parties that the Employer possesses the sole
10 power, duty and right to operate and manage its Departments, Agencies and
11 programs and carry out constitutional, statutory and administrative policy mandates
12 and goals. The powers, authority and discretion necessary for the Employer to
13 exercise its rights and carry out its responsibilities shall be limited only by the
14 express terms of this Agreement. Any term or condition of employment other than
15 the wages, benefits and other terms and conditions of employment specifically
16 established or modified by this Agreement shall remain solely within the discretion of
17 the Employer to determine, modify, establish or eliminate.
18

19 However, when the Employer intends to make any adverse changes in beneficial
20 written employment policies or procedures, it shall, prior to implementation, notify the
21 MSEA of such intent and, upon MSEA request, the parties shall meet in a good faith
22 effort to address and attempt to resolve MSEA's concerns.
23

24 Management rights include, but are not limited to, the right, without engaging in
25 negotiations, to:
26

- 27 1. Determine matters of managerial policy; mission of the Agency; budget; the
28 method, means and personnel by which the Employer's operations are to be
29 conducted; organization structure; standards of service and maintenance of
30 efficiency; the right to select, promote, assign or transfer employees; discipline
31 employees for just cause; and in cases of temporary emergency, to take
32 whatever action is necessary to carry out the Agency's mission. However, if such
33 determinations alter conditions of employment to produce substantial adverse
34 impact upon employees, the modification and remedy of such resulting impact
35 from changes in conditions of employment shall be subject to negotiation
36 requirements. Such negotiations shall not be required where the action of the
37 Employer is governed by another Article of this Agreement.
38
- 39 2. Utilize personnel, methods and means in the most appropriate and efficient
40 manner as determined by the Employer.
41
- 42 3. Determine the size and composition of the work force, direct the work of the
43 employees, determine the amount and type of work needed and, in accordance
44 with such determination, relieve employees from duty because of lack of funds or
45 lack of work.
46

1 4. Make reasonable work rules which regulate performance, conduct, and safety
2 and health of employees, provided that changes in such work rules shall be
3 reduced to writing and furnished to MSEA for its information in accordance with
4 Article 20.

5
6 It is agreed by the parties that none of the management rights noted above or
7 any other management rights shall be subjects of negotiation during the term of this
8 Agreement; provided, however, that such rights must be exercised consistently with
9 the other provisions of this Agreement.

10
11 This Agreement, including its supplements and exhibits attached hereto (if any),
12 concludes all negotiations between the parties during the term hereof, and satisfies
13 the obligation of the Employer to bargain during the term of this Agreement. MSEA
14 acknowledges and agrees that the bargaining process, under which this Agreement
15 has been negotiated, is the exclusive process for affecting terms and conditions of
16 employment at both primary and secondary levels, and such terms and conditions
17 shall not be addressed under the Conference Procedure of the Civil Service Rules
18 and Regulations.

19
20 The parties acknowledge that, during the negotiations which preceded this
21 Agreement, each had the unlimited right and opportunity to make demands and
22 proposals with respect to any negotiable subject or matter, and that the
23 understandings and agreements arrived at by the parties after the exercise of that
24 right and opportunity are set forth in this Agreement. This Agreement, including its
25 supplements and exhibits attached hereto, concludes all collective bargaining
26 between the parties during the term hereof, and constitutes the sole, entire and
27 existing Agreement between the parties hereto, and supersedes all prior
28 agreements, and practices, oral and written, expressed or implied, and expresses all
29 obligations and restrictions imposed upon each of the respective parties during its
30 term, provided that Article 2, Section D, shall not be impaired. All negotiable terms
31 and conditions of employment not covered by this Agreement shall be subject to the
32 Employer's discretion and control.

33
34
35 **ARTICLE 6**
36 **MSEA SECURITY**
37

38 During negotiations the parties acknowledged that federal and constitutional law
39 requirements regarding Union security provisions are unsettled. The parties
40 understand and agree that the provisions set forth in Article 6 shall only be applied in
41 accordance with current law.

42
43 A Bargaining Unit employee shall either become a member of MSEA or comply
44 with Subsection C below.

ARTICLE 6

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

3 4 **A. Dues Deduction.**

5 Upon receipt of a completed and signed individual authorization form from any of
6 its employees covered by this Agreement, currently being provided by MSEA and
7 approved by the Employer, the Employer will deduct from the pay due such
8 employees those dues required as the employee's membership in the MSEA.

9
10 Such authorizations shall be effective only as to membership dues becoming due
11 after the delivery date of such authorization to the personnel office of the employee's
12 Appointing Authority. New individual authorizations will be submitted on or before
13 the 9th day of any pay period for deduction the following pay period. Deductions
14 shall be made only when the employee has sufficient earnings to cover same after
15 deductions for Federal Social Security (F.I.C.A.); individually authorized deferred
16 compensation; Federal Income Tax; State Income Tax; local or city income tax;
17 other legally required deductions; individually authorized participation in State
18 programs and enrolled employees' share of insurance premiums. However,
19 employees may not avoid the obligations of this Article through the use of voluntary
20 payroll authorizations described above. The amount of membership dues
21 deductions shall be as certified to the Employer in writing by the authorized
22 representative of MSEA.

23
24 Such authorizations of employees transferred from one Agency or Department to
25 another and within these Bargaining Units shall automatically remain in effect.
26 Employees promoted or transferred out of a Bargaining Unit covered by this
27 Agreement shall not automatically remain on payroll deduction, except as provided
28 by the Civil Service Rules and Regulations. Employees recalled from layoff
29 including employees recalled from seasonal layoff or returning from leaves of
30 absence shall resume payroll deduction of dues or representation fees, commencing
31 the first pay period of work.

32
33 An employee who is restored to employment pursuant to a "make whole" (or full
34 back pay and benefits) arbitration award, court judgment, or grievance settlement
35 shall be liable for the dues or fees arising from the period to which the award,
36 judgment or settlement applies, and the amount of such dues or fees shall be
37 deducted from the "make whole" amount otherwise due.

38
39 Such dues deduction authorization may be revoked at any time by the employee
40 furnishing written notice of such revocation to the personnel office of the employee's
41 Appointing Authority.

42 43 **B. Representation Fee Deductions.**

44 An employee who avails him or herself of the opportunity to voluntarily terminate
45 membership in MSEA, and an employee who has not submitted a valid individual
46 voluntary Membership Authorization Card to the Employer or who does not produce

1 satisfactory evidence of MSEA membership shall, within thirty (30) days following
2 the effective date of this Agreement or effective date of membership termination, as
3 a condition of continuing employment, tender to MSEA a representation service fee
4 in an amount not to exceed regular biweekly dues uniformly assessed against all
5 members of MSEA, in accordance with the applicable provisions of the Civil Service
6 Rules and Regulations. Such obligation shall be fulfilled by the employee signing,
7 dating, and submitting to the Employer the "Authorization for Deduction of
8 Representation Service Fee" form provided in Appendix D of this Agreement;
9 provided, that nothing in this Agreement shall obligate an employee to continue
10 membership in MSEA or to tender to MSEA the required service fee without the
11 opportunity to terminate such membership at any time; and provided further that this
12 Section shall not take effect until MSEA notifies the Employer in writing of the
13 amount of this representation fee. Such notification may be made on or after the
14 effective date of the Agreement.

15
16 **C. Compliance Procedure.**

17 The Employer shall automatically deduct from an employee's pay check and
18 tender to the Union a representation service fee as provided in Section B after the
19 following:

- 20
21 1. The Employer has furnished to MSEA Central Office within twenty (20) work days
22 of date of hire, the name and address of the newly hired employee.
- 23
24 2. After thirty (30) days from date of the employee's hire, the MSEA has first notified
25 the Employer in writing that the employee is subject to the provisions of this
26 Section and has elected not to become or remain a member of the Union and/or
27 to tender the required service fee.
- 28
29 3. Within ten (10) work days from the date the Union so notifies the Employer, the
30 Employer shall:
 - 31 a. notify the employee of the provisions of this Agreement;
 - 32 b. obtain the employee's response; and
 - 33 c. notify the Union of the employee's response, or lack of response.
- 34
35
36 4. In the event the employee fails to become a member of the Union in good
37 standing, renew membership or sign the "Authorization for Deduction of
38 Representation Service Fee" form after the above, the Union may request
39 automatic deduction by notifying the Employer, with a copy to the employee,
40 certified mail, return receipt requested.
- 41
42 5. Upon receipt of such written notice, the Employer shall, within five (5) week days,
43 notify the employee, with a copy to the Union, that beginning the next pay period
44 it will commence deduction of the service fee and tender same to the MSEA.
- 45

1 activities. Such lost time shall not be detrimental in any way to the employee's
2 record. The parties agree to minimize time lost from work under this Article.

- 3
- 4 2. Except as may be mutually agreed to locally, on a case by case basis, an
5 employee shall furnish written notice of the employee's intention to attend a
6 function listed in Paragraph 1 above to his/her immediate supervisor, at least two
7 (2) work days before the start of the pay period in which the leave is to be used,
8 or in advance of the date that work schedules must be established in accordance
9 with Article 14, Section D, of this Agreement.

10

11 In addition to the notice from the employee required above, except as may be
12 mutually agreed to locally on a case by case basis, the MSEA President,
13 designee or his/her constitutionally mandated successor shall also provide, at
14 least two (2) work days before the start of the pay period in which the leave is to
15 be used, or in advance of the date that work schedules must be established in
16 accordance with Article 14, Section D, of this Agreement, written notice
17 containing the name(s) and Department/Agency affiliation of employees
18 designated by MSEA to attend such MSEA designated functions.

19

20 MSEA will provide such written notice to the named employee's immediate
21 supervisor, the Office of the State Employer and the employee's department. No
22 employee shall be entitled to be released and the Employer is under no
23 obligation to permit repurchase of annual leave, pursuant to these provisions,
24 unless designated by the President, designee or his/her constitutionally
25 mandated successor as provided above.

- 26
- 27 3. The employee may utilize any accumulated time (compensatory or annual) in lieu
28 of taking such time off without pay. Employees who are not at or near their
29 annual leave cap and who also have accrued compensatory leave hours may, at
30 the employee's request, utilize annual leave and not compensatory leave. When
31 the employee elects to utilize annual leave credits, MSEA may "buy back" such
32 credits up to a limit of one hundred twenty (120) hours each fiscal year, subject to
33 the following regulations:

34

35 a. Employees shall be permitted annual leave absence from work for such
36 MSEA business only up to a maximum of their accrued credits.

37

38 b. MSEA may reinstate only such employee-expended credits used in the
39 previous twelve (12) months by cash payment to the Department Personal
40 Services Account at the employee's current daily rate. MSEA shall forward to
41 the department the net amount of refund (gross salary less employee's
42 federal, state and city withholding tax deductions, and social security tax).
43 This provision shall be administered in compliance with applicable tax
44 statutes.

45

ARTICLE 7

- 1 c. MSEA shall be allowed to exercise the option of reinstating annual leave for
2 any one employee not more than twice in each fiscal quarter of the year.
3

4 **B. MSEA Officers.**

5 MSEA agrees to furnish to the Office of the State Employer in writing the names,
6 Departments/Agencies, and MSEA Office held of all elected or appointed members
7 of the MSEA Board of Directors, Executive Council members and departmental
8 caucus spokespersons within thirty (30) days of the effective date of this Agreement.
9 Similar written notification shall be provided within five (5) days of any changes in
10 the Offices of Board of Directors, Executive Council or departmental caucus
11 spokespersons.
12

13 Such duly elected or appointed members of the MSEA Board of Directors who
14 are covered under this Agreement shall be entitled to "buy back" annual leave
15 credits, subject to the regulations in Article 7, Section A, except that the one hundred
16 twenty (120) hour limitation shall not apply. In addition, the Employer agrees to
17 provide administrative leave, not to exceed forty-eight (48) days per year for eight (8)
18 MSEA State Officers to attend MSEA Board Meetings. It is agreed that this
19 limitation shall apply to no more than six (6) Board Meetings per year, one (1) day
20 per Board Meeting. Except as may be mutually agreed to during secondary level
21 negotiations, such members shall furnish their immediate supervisor with written
22 notification of their intent to attend such meeting at least two (2) work days before
23 the start of the pay period in which the leave is to be used, or two (2) work days in
24 advance of the date that work schedules must be established in accordance with
25 Article 14, Section D, of this Agreement.
26

27 **C. Time Off Without Loss of Pay During Working Hours.**

28 Employees shall be allowed time off without loss of pay during working hours to
29 attend grievance hearings, labor-management meetings, and committee meetings if
30 such committees have been established by this Agreement, or meetings called or
31 agreed to by the Employer, if such employees are entitled by the provisions of this
32 Agreement to attend such meetings by virtue of being MSEA Representatives,
33 departmental caucus spokespersons, Stewards, witnesses, and/or grievants, except
34 in the case of justified emergency as claimed by the Appointing Authority.
35

36 **D. Administrative Leave Bank.**

37 Subject to the operational needs of the Employer, employees covered by this
38 Agreement and designated in accordance with the provisions below shall be
39 permitted time off without loss of pay during scheduled working hours to attend
40 MSEA authorized Union functions subject to the following conditions:
41

- 42 1. A centralized administrative leave bank shall be created on January 1, 2005, and
43 administered by the Office of the State Employer. The bank will be created by
44 using 50% of the administrative leave hours in the departmental leave banks. All
45 remaining departmental administrative leave bank hours shall be eliminated.
46

1 This bank will be replenished annually in the amount of eight (8) hours of
2 administrative leave for every ten (10) employees in the Labor and Trades and
3 Safety and Regulatory Units combined who are on active payroll status at the
4 end of the first full pay period in June of each year.

5
6 At the end of the first full pay period in June 2005, 75% of the initial hours
7 remaining in the central administrative leave bank shall be carried forward, and
8 added to the 2005 annual allotment. Effective June 2006 and thereafter, any
9 remaining hours in the bank shall be carried forward.

10
11 MSEA may request the utilization of hours from the centralized leave bank by
12 written notice to the Office of the State Employer.

13
14 2. No one employee may utilize more than 24 hours from the bank in a pay period
15 without mutual agreement between OSE and the President of MSEA or
16 designee. MSEA and the Office of the State Employer shall meet in the month of
17 May to audit the centralized leave bank.

18
19 3. One administrative leave bank of 4,176 hours shall be established on October 1
20 of each year. On a one time only basis, on January 1, 2005, 1,560 hours shall
21 be added to the administrative leave bank established on October 1, 2004 in
22 accordance with paragraph 7.d.4. of the prior Agreement. The hours in the
23 administrative leave bank will be utilized by only two individuals designated by
24 MSEA.

25
26 Such representative is to be considered as an employee of the Union during the
27 period of absence covered by administrative leave from the bank. Should an
28 administrative board or court rule otherwise, the Union shall indemnify and hold
29 the Employer harmless from any workers compensation claims by the employee
30 arising during or as a result of the employee's absence covered by administrative
31 leave from the bank.

32
33 For purposes of seniority accrual, time spent by such employee shall be
34 considered as time worked unless prohibited by legislation. The Union shall
35 reimburse the Employer for the Employer's share of all applicable insurance
36 premiums during the periods of absence covered by administrative leave from
37 the bank. While covered by hours from the bank, the use of sick and annual
38 leave shall be reported on a bi-weekly basis to the departmental Employer.

39
40 4. Such administrative leave shall be granted only in blocks of four (4) or more
41 hours.

42
43 5. Such administrative leave shall not be treated as hours worked for the purposes
44 of computing daily or biweekly overtime premium.

45

ARTICLE 7

6. No deduction shall be made, nor shall any employee be entitled to be released on such administrative leave, without prior written authorization from the President of MSEA or his/her designee.

E. Administrative Leave Approval Procedures.

Except as may be mutually agreed to locally on a case by case basis, the employee shall furnish his/her immediate supervisor, at least two (2) work days before the start of the pay period in which the leave will be used, or two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice of the employee's intention to attend such MSEA designated function.

In addition, except as may be mutually agreed to locally on a case by case basis, the MSEA Central Association shall also provide, at least two (2) work days before the start of the pay period in which the leave will be used, or two (2) work days in advance of the date work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated to attend such activities as authorized in Section D. Such written notice shall be provided to the named employee's Appointing Authority.

No employee shall be entitled to be released, and the Employer is under no obligation to grant such time off without loss of pay pursuant to these provisions, unless designated by MSEA Central Office.

Where an employee wishes to attend an MSEA General Assembly as listed above, and the employee desires a change in schedule with another employee capable of performing the work, the appropriate supervisor will make a reasonable effort to approve the voluntary change of schedule between the two employees providing such a change does not result in overtime.

F. Reporting Time.

As required by the Civil Service Rules and Regulations, each employee who engages in any activities on behalf of the MSEA when receiving any compensation, benefit, or benefit accrual, paid in whole or in part by the State, shall accurately report all such time to the employee's appointing authority as "Union leave" time and shall not report such time as "actual-duty time."

ARTICLE 8
GRIEVANCE PROCEDURE

A. General.

1. A grievance is defined as a written complaint alleging that there has been a violation, misinterpretation or misapplication of any condition of employment contained in this Agreement, or of any rule, policy or regulation of the Employer

1 deemed to be a violation of this Agreement or a claim of discipline without just
2 cause. Nothing shall prohibit the grievant from contending that the alleged
3 violation arises out of an existing mutually accepted past practice. The concept
4 of past practice shall not apply to matters which are solely operational in nature.

- 5
- 6 2. Employees shall have the right to present grievances in person or through a
7 designated MSEA Representative at the appropriate step of the grievance
8 procedure. No discussion shall occur on the grievance until the designated
9 MSEA Representative has been afforded a reasonable opportunity to be present
10 at any grievance meetings with the employee(s). Upon request, a supervisor will
11 assist a grievant in contacting the designated Steward or Representative. Any
12 settlement reached shall be communicated to MSEA and shall not be
13 inconsistent with the provisions of this Agreement. At a Step One Grievance
14 Conference the Representative shall be the Steward, or an MSEA Staff
15 Representative if requested by the grievant or Steward. At a Step Two
16 Grievance Conference the MSEA Representative shall be the Steward and an
17 MSEA Staff Representative if so requested.
- 18
- 19 3. Only related subject matters shall be covered in any one grievance. A grievance
20 shall contain the clearest possible statement of the grievance by indicating the
21 issue involved, the relief sought, the date the incident or alleged violation took
22 place, and the specific Section or Sections of this Agreement involved, if any.
23 The grievance shall be presented to the designated Employer representative on
24 a mutually agreed upon form furnished by the Employer and MSEA and signed
25 and dated by the grievant(s).
- 26
- 27 4. All grievances shall be presented promptly and no later than fifteen (15) week
28 days from the date the grievant knew or could reasonably have known of the
29 facts or the occurrence of the event giving rise to the alleged grievance. Week
30 days, for the purpose of this Article, are defined as Monday through Friday
31 inclusive, excluding holidays.
- 32
- 33 5. When an individual grievant(s) or MSEA respectively is satisfied with the
34 resolution of a grievance offered by the Employer, processing the grievance will
35 end, provided that the resolution is consistent with this Agreement.
- 36
- 37 6. MSEA, through an authorized Officer or Staff Representative, may grieve an
38 alleged violation concerning the application or interpretation of this Agreement in
39 the manner provided herein. Such grievance shall identify, to the extent
40 possible, employees affected. MSEA may itself grieve alleged violations of
41 Articles conferring rights solely upon the Association.
- 42
- 43 7. Grievances which by nature cannot be settled at a preliminary step of the
44 grievance procedure may, by mutual waiver of a lower step, be filed at an agreed
45 upon advanced step where the action giving rise to the grievance was initiated or
46 where the relief requested by the grievance could be granted.

ARTICLE 8

- 1 8. Group grievances are defined as, and limited to, those grievances which cover
2 more than one employee and which pertain to like circumstances and facts for
3 the grievants involved. Group grievances shall, insofar as practical, name all
4 employees and/or classifications and all work locations covered and may, by
5 mutual agreement at step one be submitted to Step Two. Group grievances shall
6 be so designated at the first appropriate Step of the grievance procedure,
7 although names may be added or deleted prior to a third step hearing. Group
8 grievances involving more than one Department shall identify all Departments
9 involved. MSEA shall, at the time of filing such a grievance, also provide a copy
10 to the Office of the State Employer.
11
- 12 9. It is expressly understood and agreed that the specific provisions of this
13 Agreement take precedence over policy, rules, regulations, conditions and
14 practices contrary thereto, except as otherwise provided in the Civil Service
15 Rules and Regulations.
16
- 17 10. There shall be no appeal beyond Step Two on initial probationary service ratings
18 or involuntary separation of initial probationary employees which occur during or
19 upon completion of the probationary period.
20
- 21 11. Counseling memoranda, annual service ratings and reprimands are not
22 appealable beyond Step Two, but less than satisfactory interim service ratings
23 grievances of employees having completed the initial probationary period are
24 appealable to Step Three.
25
- 26 12. In the Department of Corrections only, written reprimands may be appealed to
27 arbitration only:
28
- 29 - When a written reprimand has been timely grieved, and,
 - 30
 - 31 - the grievance has not been answered at Step Two prior to discipline being
32 appealed to arbitration, and,
 - 33
 - 34 - that written reprimand is used to support further progressive discipline (which
35 discipline would be by definition appealable to arbitration), and,
 - 36
 - 37 - which discipline is, in fact, appealed to arbitration,
38
- 39 The merits of the grievance concerning that written reprimand may be heard
40 during arbitration.
41
- 42 All other written reprimands are not eligible for appeal to arbitration.
43
- 44 13. The parties agree that as a principle of contract interpretation, employees shall
45 give full performance of duty while a non-dismissal and non-suspension
46 grievance is being processed.

1 14. Grievances filed before the effective date of this Agreement shall be concluded in
2 accordance with the Grievance and Appeals Procedure then in effect.

3
4 15. In order to expedite the grievance process, by mutual agreement, telephone
5 and/or video conferencing technology may be used at any step of the grievance
6 process.

7
8 **B. Grievance Steps.**

9 **Step One.** Informal discussion of complaints between employees and/or Stewards
10 and supervisors is encouraged prior to filing of grievances. Within 10 week days of
11 receipt of the written grievance from the employee(s) or the designated MSEA
12 Representative, the designated Employer representative will, on his/her own
13 initiative or in response to a request from MSEA or the employee, schedule a
14 meeting with the employee(s) and/or the designated MSEA Representative to
15 discuss the grievance, and return a written decision to the employee(s) and the
16 MSEA Representative. Grievance meetings at Step One shall normally be held
17 during the regularly scheduled hours of the grievant.

18
19 **Step Two.** If not satisfied with the Employer's answer in Step One, to be considered
20 further, the grievance shall be appealed to the departmental Appointing Authority or
21 his/her designee within ten (10) week days from receipt of the answer in Step One.
22 The Employer Representative(s) may meet with the employee(s) and the designated
23 MSEA Representative in grievances concerning disciplinary issues, to discuss and
24 attempt to resolve the grievance. Such meetings shall take place concerning
25 disciplinary grievances involving suspension, discharge, demotion or less than
26 satisfactory service rating. In grievances concerning primary contract interpretation,
27 which excludes those grievances involving discipline and formal counseling, the
28 Employer Representative may meet with the designated MSEA Representative to
29 discuss and attempt to resolve the grievance. It is the parties' intent that such
30 meetings will involve discussion and consideration of the grievance on the basis of a
31 full disclosure of the relevant facts and documentation by both parties, however,
32 such disclosure shall not limit the parties' rights as described in Section H of this
33 Article. All Step Two denials of disciplinary grievances involving suspension,
34 discharge, demotion, mandatory change of residence or less than satisfactory
35 service rating shall be accompanied by documentation that supports the action, if not
36 previously provided to a Union Representative. The written decision of the Employer
37 will be placed on the grievance form by the departmental Appointing Authority or
38 his/her designee and returned to the grievant(s) and the designated MSEA
39 Representative within fifteen (15) week days from the date of receipt of the
40 grievance form at Step Two or within ten (10) week days of a meeting, if such a
41 meeting is held. If a Step Two grievance conference is held, such meeting shall be
42 held within fifteen (15) week days of receipt of the grievance at Step Two.

43
44 **Step Three.** If not satisfied with the Employer answer in Step Two, only MSEA may
45 appeal the grievance to arbitration within forty-five (45) week days from the date of
46 the Department's answer in Step Two. All appeals to arbitration of disciplinary

ARTICLE 8

1 grievances involving suspension, discharge, demotion, or less than satisfactory
2 service rating shall be accompanied by documentation in accordance with Section H
3 of this Article. If an unresolved grievance is not timely appealed to arbitration, it shall
4 be considered terminated on the basis of the Employer's Step Two answer without
5 prejudice or precedent in the resolution of future grievances. The parties may
6 propose consolidation of grievances containing similar issues.

7
8 At the request of MSEA following a second step denial, a Staff Representative of
9 MSEA and of the Department where the grievance originates will discuss the matter.
10 An effort shall be made in such discussions to arrive at fair and equitable grievance
11 settlements to avoid the necessity of arbitration. Such settlements, if reached, shall
12 be confirmed in writing when agreed to by the Employer and MSEA.

13
14 The appeal to arbitration will consist of a written notice to the Office of the State
15 Employer and the affected Department. Within ten (10) week days of the receipt of
16 the Union's notice, the Office of the State Employer shall request arbitration in
17 accordance with the procedures specified herein.

18
19 Within thirty (30) week days after approval of this Agreement, MSEA and the
20 Office of the State Employer shall simultaneously exchange the names of ten (10)
21 labor arbitrators (who are members of the National Academy of Arbitrators, or on the
22 American Arbitration Association, the Federal Mediation and Conciliation Service or
23 Michigan Employee Relations Commission Rolls). Each party shall then have the
24 right to strike five names from the other party's list. The remaining names shall be
25 the pool of arbitrators to be used for all grievances. Any arbitrator nominated by
26 both parties shall serve on the panel. Should a selected arbitrator decline to serve
27 on or removes themselves from the panel, the party proposing the name may submit
28 another name of an arbitrator to be considered by the other party.

29
30 Once the panel is established the names will be listed in alphabetical order.
31 Assignments shall be in a rotational order.

32
33 During January of each year the Union has the right to remove one Arbitrator
34 from the panel and the Office of the State Employer has the right to remove one
35 Arbitrator from the panel. The Union and the Office of the State Employer will
36 mutually agree upon the replacement Arbitrator(s).

37
38 The Office of the State Employer shall provide copies of the request for
39 arbitration to the affected Department and the Union. Each request for arbitration
40 shall require that the Arbitrator schedule and hold the hearing within one hundred
41 twenty (120) calendar days of receipt of the request for arbitration. The parties shall
42 set aside normal business in order to schedule and hold the hearing within this time
43 frame. By mutual written agreement, the parties may waive the one hundred twenty
44 (120) calendar day time limit. Upon receipt of notice from the Arbitrator that the one
45 hundred twenty (120) calendar day time limit cannot be met, the Office of the State

1 Employer shall notify MSEA and send a second request for arbitration to the next
2 Arbitrator on the list.

3
4 Before the arbitration hearing, the Office of the State Employer may schedule a
5 meeting with MSEA and the Department to review the grievance. An effort shall be
6 made in such discussions to arrive at a fair and equitable grievance settlement. Any
7 settlement shall be confirmed in writing when agreed to by the Union and the Office
8 of the State Employer.

9
10 The hearing shall be conducted under the rules of the American Arbitration
11 Association except as otherwise provided for in this Agreement.

12
13 Closing arguments may be made orally by mutual agreement. Any written briefs
14 or closing arguments submitted by the parties shall be postmarked or submitted
15 electronically to the arbitrator no later than 30 calendar days from the conclusion of
16 the arbitration hearing.

17
18 The parties, which for MSEA is the President or President's designee, may
19 modify any period of time by mutual agreement.

20
21 The expenses and fees of the arbitrator shall be borne by the losing party. The
22 arbitrator shall have the authority to prorate the cost where a decision does not
23 clearly state which party is the losing party. The cost of the hearing room, if any,
24 shall be shared equally by the parties to the arbitration. The expenses of a court
25 reporter shall be borne by the party requesting the reporter unless the parties agree
26 to share such costs. Any cancellation or rescheduling fees shall be the responsibility
27 of the requesting party. In the event that both parties mutually request a cancellation
28 or rescheduling, any associated costs shall be borne equally.

29
30 The Arbitrator shall only have the authority to adjust grievances in accordance
31 with this Agreement as permitted in the Civil Service Rules and Regulations. The
32 Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or
33 ignore in any way the provisions of the Civil Service Rules and Regulations or this
34 Agreement and shall not make any award which in effect would grant MSEA or the
35 Employer any rights or privileges which were not obtained in the negotiation
36 process. The authority of the Arbitrator shall remain subject to and subordinate to
37 the limitations and restrictions on subject matter and personal jurisdiction in the Civil
38 Service Rules and Regulations.

39
40 The decision of the Arbitrator will be final and binding on all parties to this
41 Agreement, except as otherwise provided in the Civil Service Rules and
42 Regulations. Arbitration decisions shall not be appealed to the Civil Service
43 Commission, except that any person may file with the State Personnel Director a
44 complaint that the Arbitrator's decision has been applied or interpreted to violate or
45 otherwise rescind, limit, or modify a Civil Service Rule or Regulation governing a
46 prohibited subject of bargaining. When the Arbitrator declares a bench decision,

ARTICLE 8

1 such decision shall be rendered in writing within fifteen (15) calendar days from the
2 date of the arbitration hearing. The written decision of the Arbitrator shall be
3 rendered within thirty (30) calendar days from the closing of the record of the
4 hearing. The written decision of the arbitrator shall be communicated to the
5 advocates and the Office of the State Employer in electronic format.
6

7 **Expedited Arbitration.**

- 8 a. An expedited arbitration system shall be used for all appeals to arbitration that
9 involve the involuntary separation of an employee from state employment.
10
11 b. The Arbitrator selected shall be requested to hear the case within sixty (60)
12 calendar days of being assigned the case. By mutual written agreement, the
13 parties may waive the sixty (60) calendar day time limit. Upon receipt of notice
14 from the Arbitrator that the sixty (60) calendar day time limit cannot be met, the
15 Office of the State Employer shall send a second request for arbitration to the
16 next Arbitrator on the list.
17
18 c. Briefs, if any, shall be filed simultaneously by the parties within fourteen (14)
19 calendar days of the last day of the arbitration hearing.
20
21 d. The decision of the Arbitrator shall be rendered within fourteen (14) calendar
22 days of the closing of the record. By mutual agreement, the Arbitrator may issue
23 a bench decision.
24
25 e. Transcript cost, if any, shall be paid by the party requesting the transcript unless
26 the parties agree to share the cost and have a copy prepared for each party by
27 the reporter.
28

29 **C. Time Limits.**

30 Grievances may be withdrawn once without prejudice at any step of the
31 grievance procedure. A grievance which has not been settled and has been
32 withdrawn may be reinstated based on new evidence not previously available within
33 thirty (30) week days from the date of withdrawal.
34

35 Grievances not appealed within the designated time limits in Steps One or Two
36 of the grievance procedure will automatically result in the grievance being
37 considered closed. Grievances not answered by the Employer within the designated
38 time limits in any step of the grievance procedure shall be considered automatically
39 appealable and processed to the next step. Where the Employer does not provide
40 the required answer to a grievance within the time limit provided at Steps One or
41 Two, the time limits for filing at the next step shall be extended for ten (10) additional
42 week days. The time limits at any step or for any hearing may be extended by
43 written mutual agreement of the parties involved at that particular step.
44

45 If the Employer Representative with whom a grievance appeal must be filed is
46 located in a city other than that in which the grievance was processed in the

1 preceding step, the mailing of the grievance appeal form shall constitute a timely
2 appeal if it is postmarked within the appeal period. Similarly, when an Employer
3 answer must be forwarded to a city other than that in which the Employer
4 Representative works, the mailing of the answer shall constitute a timely response if
5 it is postmarked within the answer period.
6

7 **D. Retroactivity.**

8 Settlement of grievances may or may not be retroactive as the equities of the
9 particular case may demand as determined by the Arbitrator. In any case where it is
10 determined that the award should be applied retroactively, except for administrative
11 errors relating to the payment of wages, the maximum period of retroactivity allowed
12 shall be a date not earlier than one hundred and eighty (180) calendar days prior to
13 the initiation of the written grievance in Step One.
14

15 Employees who voluntarily terminate their employment will have their grievances
16 immediately withdrawn unless such grievance directly affects their status upon
17 termination or a claim of vested money interest, in which cases the employee may
18 benefit by any later settlement of a grievance in which they were involved.
19

20 It is the intent of this provision that employees be made whole in accordance with
21 favorable arbitral findings on the merits of particular disputes, however, all claims for
22 back wages shall be limited to the amount of straight time wages that the employee
23 would otherwise have earned less any unemployment compensation, workers
24 compensation, long term disability compensation, social security, welfare or
25 compensation from any employment or other source received during the period for
26 which back pay is provided; however, earnings from approved supplemental
27 employment shall not be so deducted.
28

29 **E. Exclusive Procedure.**

30 The grievance procedure set out above shall be exclusive and shall replace any
31 other grievance procedure for adjustment of any disputes permitted under Civil
32 Service Rules and Regulations. The grievance procedure set out above shall not be
33 used for the adjustment of any dispute for which the Civil Service Rules or
34 Regulations require the exclusive use of a Civil Service forum or procedure.
35

36 **F. Processing Grievances.**

37 Whenever possible, the grievant or group grievance representative and the
38 designated MSEA Representative shall utilize non-work time to consult and prepare.
39

40 When such preparation is not possible, the grievant or group grievance
41 representative(s) and the designated Representative will be permitted a reasonable
42 amount of time, not to exceed one (1) hour without loss of pay, for consultation and
43 preparation prior to any scheduled grievance step meeting during their regularly
44 scheduled hours of employment. Overtime is not authorized.
45

ARTICLE 8

1 One (1) designated Steward and the grievant will be permitted to process a
2 grievance without loss of pay. In a group grievance a Steward or MSEA
3 Representative, and up to two (2) grievants shall be entitled to appear without loss of
4 pay to represent the group. The Steward or MSEA Representative must be
5 employed at one of the work sites represented in the grievance. In group grievances
6 involving more than one Bargaining Unit and/or more than one Department, the
7 group shall be represented by two (2) employee grievants and MSEA Staff and/or
8 attorney.

9
10 The Employer is not responsible for compensating any employees for time spent
11 processing grievances outside their regularly scheduled hours of employment. The
12 Employer is not responsible for any travel or subsistence expenses incurred by
13 grievants or Stewards in processing grievances.

14 15 **G. Discipline.**

16 The parties recognize the authority of the Employer to suspend, demote,
17 discharge or take other appropriate disciplinary action against employees for just
18 cause. A non-probationary employee who alleges that such action was not based
19 on just cause may appeal a demotion, suspension, or discharge taken by the
20 Employer beginning with Step Two of the Grievance Procedure. Probationary
21 employee appeals are limited in accordance with Section A10 above.

22 23 **H. Documents and Witnesses Required for Arbitration.**

24 Upon written request, MSEA shall receive specific documents or records
25 available from the Employer, in accordance with or not prohibited by law, and
26 pertinent to the grievance under consideration. Discretion permitted under the
27 Freedom of Information Act shall not be impaired by this Section. All documents not
28 previously provided or exchanged which either party intends to use as evidence will
29 be forwarded to the other party on an ongoing basis; however, such response shall
30 not limit either party in the presentation of necessary evidence, nor shall either party
31 be limited from introducing any document or evidence it deems necessary to rebut
32 the case of the other.

33
34 At least ten (10) calendar days before a scheduled arbitration hearing, MSEA
35 and the Employer shall simultaneously exchange a written list of the witnesses they
36 plan to call including those witnesses MSEA requests be relieved from duty.
37 Nothing shall preclude the calling of previously unidentified witnesses.

38
39 Employees required to testify will be made available without loss of pay;
40 however, whenever possible, they shall be placed on call to minimize time lost from
41 work. Employees who have completed their testimony shall return promptly to work
42 when their testimony is concluded unless they are required to assist the principal
43 MSEA Representative(s) in the conduct of the case. The intent of the parties is to
44 minimize time lost from work.

I. Grievance Conduct.

Employees, Stewards, MSEA Representatives, supervisors and managers shall, throughout the grievance procedure, treat each other with courtesy, and no effort shall be made by either party or its representatives to harass or intimidate the other party or its representatives.

J. Civil Service Rule Limitation on the Grievance Procedure.

The following is not a part of this collective bargaining Agreement but is reproduced here for reference purposes only and may be amended, modified or abolished at any time by the Civil Service Commission.

None of the following disputes can be adjudicated in a grievance procedure authorized in a collective bargaining Agreement, but can only be adjudicated in a civil service forum under the exclusive procedures provided for in the Civil Service Rules and Regulations:

1. A grievance by an employee who is aggrieved by the abolition or creation of a position.
2. A grievance by an employee disciplined or denied the use of sick and annual leave for striking.
3. A complaint including, but not limited to, a grievance, technical appeal, or labor relations appeal, against the Civil Service Commission, or an employee of the Civil Service Commission.
4. A complaint including, but not limited to, a grievance, technical appeal, or labor relations appeal, arising out of or related to a prohibited subject of bargaining.
5. Any matter or dispute in which civil service rules or regulations provide an exclusive procedure or forum for the resolution of the matter or dispute.

ARTICLE 9
DISCIPLINARY ACTION

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

Discipline, when invoked, will normally be progressive in nature, however, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

A. Investigation and Representation.

Allegations or other assertions of failure of proper employee conduct or performance are not charges, but constitute a basis for appropriate investigation by

ARTICLE 9

1 the Employer. The parties agree that disciplinary action must be supported by timely
2 and accurate investigation. For purposes of this Article, investigation to determine
3 whether disciplinary action should be taken is timely when commenced within twenty
4 (20) week days following the date on which the Employer had reasonable basis to
5 believe that such investigation should be undertaken. The Employer will make
6 reasonable efforts to conclude investigations as soon as practicable.

7
8 The Employer shall provide notice in writing of the investigative
9 conference/interview.

10
11 The employee shall not be subjected to questioning by more than one
12 supervisor/investigator at a time.

13
14 An employee is required to give prompt, full and accurate answers, to the extent
15 possible, to questions put to him/her by the Employer concerning any matter
16 regulated by the Employer, related to conduct or performance, or which may have a
17 bearing upon the employee's fitness, availability or performance of duty. During the
18 course of an investigation, the Employer will avoid duplicating questions unless
19 necessary to clarify the employee's response.

20
21 Written questionnaires may be used to initiate or further an investigation. The
22 Employer will avoid duplicating questions contained on the initial questionnaire on
23 any follow-up questionnaire given to the employee under investigation. If the
24 employee's own conduct is the direct subject of the investigation and a written
25 statement or completion of a questionnaire is required, at the time it is turned in the
26 employee shall be provided a copy of the questionnaire and a copy of the response.
27 The employee shall then have the opportunity to review, amend, or correct the
28 statement prior to the end of their next regularly scheduled shift.

29
30 An employee shall be entitled upon request to the presence of a Union
31 Representative at a disciplinary conference at which discipline or a less than
32 satisfactory service rating may or will take place, or at an investigative interview of
33 the employee by the Employer regarding allegations or charges of misconduct
34 against the employee which if substantiated could result in any disciplinary action.
35 During the course of an investigatory interview, if it is determined that the employee
36 being interviewed could become the subject of an investigation, the interview will
37 immediately be stopped and the employee will be offered the opportunity to obtain
38 representation before the interview is continued.

39
40 It shall not be the policy of the Employer to take disciplinary action in the course
41 of an investigation unless an emergency suspension or removal from the premises
42 as provided in this Article is warranted. If the MSEA Representative is to be an
43 attorney certified by MSEA, the employee or MSEA shall give as much notice as
44 possible to the Employer.

B. Disciplinary Action and Conference.

1. Whenever an employee is to be formally charged with a violation of any obligation, rule, regulation or policy, or charges are in the process of being prepared, a Disciplinary Conference shall be scheduled and the employee shall be notified in writing twenty four (24) hours prior to the conference of the claimed violation and disciplinary penalty or possible penalty contemplated. Nothing shall prevent the Employer from withholding a penalty determination until after the Disciplinary Conference provided herein has been completed.

Whenever it is determined that disciplinary action is appropriate, a Disciplinary Conference shall be held with the employee at which the employee shall be entitled to MSEA representation. The Employer agrees to provide a courtesy copy of the notice of disciplinary conference to the MSEA if the contemplated discipline is a suspension of three (3) days or more, or dismissal. The Representative must be notified and requested by the employee. If representation is not desired by the employee, a statement of waiver of representation will be signed by the employee. A copy of the waiver will be forwarded to the MSEA Central Office. No Disciplinary Conference shall proceed without the presence of a requested Representative or the waiver signed by the employee. The Representative shall be a local Steward, or an MSEA Staff Representative so that scheduling of the Disciplinary Conference shall not be delayed. The employee shall be informed in writing, of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Except in accordance with Sections C.2. and D. of this Article, an employee shall be promptly scheduled for a Disciplinary Conference. The Employer shall provide one copy of all written documents being used as the basis for determining disciplinary action, at the commencement of the disciplinary conference. Questions by the employee or Representative will be fully and accurately answered at such meeting to the extent possible. Response of the employee, including his/her own explanation of an incident if not previously obtained, or mitigating circumstances, shall be received by the Employer. The employee shall have the right to make a written response to the results of the Disciplinary Conference which shall become a part of the employee's file.

The employee shall be given and sign for a copy of the written notice of charges and disciplinary action if determined. Where final disciplinary action has not been determined the notice shall state that disciplinary action is being contemplated. Disciplinary action, if forthcoming, shall be initiated within fifteen (15) calendar days of the Disciplinary Conference, except in the Department of Corrections where it shall be initiated within forty-five (45) calendar days of the Disciplinary Conference unless otherwise modified in secondary negotiations. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. If the employee refuses to sign, the supervisor will write "Employee refused to sign" and sign his/her own name with the date. A witness signature should be obtained under this circumstance.

ARTICLE 9

- 1 2. In the case of an employee dismissed for unauthorized absence for three (3)
2 consecutive days or more, or who is physically unavailable, a Disciplinary
3 Conference need not be held, however, notice of disciplinary action shall be
4 given.
- 5
6 3. **Notice.** Formal notification to the employee of disciplinary action shall be in the
7 form of a letter or form spelling out charges and reasonable specifications,
8 advising the employee of the right to appeal. The employee must sign for his/her
9 copy of this letter, if presented personally, or the letter shall be sent to the
10 employee by certified mail, return receipt requested. Dismissal shall be effective
11 on the date of notice. An employee whose dismissal is upheld shall not accrue
12 any further leave or benefits subsequent to the date of notice. If the employee
13 has received and signed for a written letter of reprimand, no notice is required
14 under this Article.
- 15
16 4. Any employee who alleges that disciplinary action is not based upon just cause
17 may appeal such action in accordance with the grievance procedure.
18 Reassignment of an employee at the same level, and work location if feasible,
19 incidental to a disciplinary action upheld or not appealed shall not be prohibited
20 or appealed, provided the possibility of such reassignment was stated to the
21 employee in the notice of disciplinary action. However, the Employer retains the
22 option to reassign as part of the administration of discipline for just cause.
- 23
24 5. Any performance evaluation, record of counseling, reprimand, or document to
25 which an employee is entitled under this Agreement shall not be part of the
26 employee's official record until the employee has been offered or given a copy.

27 28 **C. Emergency Disciplinary Action.**

29 **1. Removal from Premises or Temporary Suspension.**

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

42 43 **2. Suspension for Criminal Charge.**

44 Any employee arrested, indicted by a grand jury, or against whom a charge has
45 been filed by a prosecuting official for conduct on or off the job, may be
46 immediately suspended. Such suspension may, at the discretion of the

1 Appointing Authority, remain in effect until the indictment or charge has been fully
2 disposed of by trial, quashing or dismissal.

3
4 The employee's name, home address, or photograph shall not be released to the
5 press or news media.

6
7 Nothing herein shall prevent an employee from grieving the reasonableness of a
8 suspension under this Subsection, where the employee contends that the charge
9 does not arise out of the job, or is not related to the job, except that suspension
10 for a felony charge shall not be appealed. An employee who has been tried and
11 convicted on the original or a reduced charge and whose conviction is not
12 reversed, may be disciplined or dismissed from the classified service upon
13 proper notice without the necessity of further charges being brought and such
14 disciplinary action shall be appealed through the grievance procedure. The
15 record from any trial or hearing may be introduced by the Employer or MSEA in
16 such grievance hearing, including Arbitration. Under this circumstance a
17 Disciplinary Conference will be conducted only upon written request of the
18 employee. An employee whose indictment is quashed or dismissed, or who is
19 acquitted following trial, shall be as soon as practicable reinstated in good
20 standing and made whole if previously suspended in connection therewith unless
21 1) the Employer imposes a suspension for investigation under Section E,
22 Suspension for Investigation, of this Article, or, 2) disciplinary charges, if not
23 previously brought, are filed within three (3) weekdays of receipt of notice at the
24 central Personnel Office of the results of the case, and appropriate action in
25 accordance with this Article is taken against such employee. Nothing provided
26 herein shall prevent the Employer from disciplining an employee for just cause at
27 any time irrespective of criminal or civil actions taken against an employee or
28 irrespective of their outcome.

29
30 **D. Resignation in Lieu of Disciplinary Action.**

31 Where a decision is made to permit an employee to resign in lieu of dismissal,
32 the employee must submit a resignation in writing. This resignation shall be held for
33 twenty-four (24) hours after which it shall become final and effective as of the time
34 when originally given unless retracted during the twenty-four (24) hour period. This
35 rule applies only when a resignation is accepted in lieu of dismissal and the
36 employee shall have been told in the presence of a Representative that he/she will
37 be terminated in the absence of the resignation. The offer of such resignation in lieu
38 of dismissal shall be at the sole discretion of the Employer and the resignation and
39 matters related thereto shall not be grieved.

40
41 **E. Suspension for Investigation.**

42 The Employer may relieve an employee from duty for investigation. A
43 suspension shall be with pay and be superseded by disciplinary suspension or
44 dismissal, or by reinstatement, within seven (7) calendar days or within such
45 extension, as may be approved by the department Personnel Director or his/her
46 designee in writing concurrently to the MSEA Central Office. Where a subsequent

ARTICLE 9

1 disciplinary suspension results, the Employer may count the days of suspension for
2 investigation as part of the penalty.

3
4 **F. Suspension for Felony Charges.**

5 The Employer may suspend an employee while felony charges are pending
6 against him/her.

7
8
9 **ARTICLE 10**
10 **COUNSELING AND PERFORMANCE REVIEW**

11
12 The intent of performance review and counseling is to inform and instruct
13 employees as to requirements of performance and/or conduct.

14
15 **A. Performance Discussion or Review.**

16 The parties recognize that supervisors are required to periodically discuss and
17 review work performance with employees. Such discussions are not investigations,
18 but are opportunities to evaluate and discuss employee performance and, as such,
19 are the prerogative and responsibility of the Employer. An employee shall not have
20 the right to an MSEA Representative during such performance discussion or review.

21
22 **B. Informal Counseling.**

23 Informal counseling may be undertaken when, in the discretion of the Employer,
24 it is deemed necessary to improve performance, instruct the employee and/or
25 attempt to avoid the need for disciplinary measures. Informal counseling will not be
26 written up or recorded. Informal counseling shall take place with only the affected
27 employee and one Employer Representative present.

28
29 **C. Formal Counseling.**

- 30 1. When in the judgment of the Employer, formal counseling is necessary, it may be
31 conducted by an appropriate supervisor. Formal counseling may include a
32 review of applicable standards and policies, actions which may be expected if
33 performance or conduct does not improve, and a reasonable time period
34 established for correction and review. A narrative description of formal
35 counseling will be prepared on a record of counseling form, a copy of which will
36 be given to and signed for by the employee and a copy kept in the employee's
37 personnel file. The employee's signature indicates only that the employee has
38 received a copy, shall not indicate that the employee necessarily agrees
39 therewith, and shall so state on the form. Formal counseling is grievable in
40 accordance with Article 8 through Step Two.
- 41
42 2. An employee shall not have the right to a designated MSEA Representative
43 during counseling.
- 44

- 1 3. Formal counseling may not be introduced in a Disciplinary Conference except to
 2 demonstrate, if necessary, that an employee knew or knows what is expected of
 3 them.
 4
- 5 4. The distinction between informal and formal counseling shall be maintained and
 6 a counseling memo, if any, shall be considered formal.
 7

8 **D. Removal of Records.**

9 Neither performance review, informal nor formal counseling shall be considered
 10 as punitive/disciplinary action nor as prerequisites to disciplinary action. A formal
 11 counseling form shall be removed from an employee's file after twelve (12) months
 12 of satisfactory performance during which the employee has not received less than a
 13 satisfactory service rating, been the subject of disciplinary action, or received further
 14 formal counseling for the same or similar reason(s).
 15

16 **E. Relationship to Disciplinary Action.**

17 Nothing in this Article shall prohibit the Employer from taking disciplinary action
 18 without the necessity of prior informal or formal counseling against an employee
 19 who, in the judgment of the Employer, commits a sufficiently serious offense.
 20
 21

22 **ARTICLE 11**
 23 **SENIORITY**
 24

25 **A. Seniority Definitions.**

26 For the purposes indicated below, except as limited by Section D below, seniority
 27 shall consist of the total number of continuous service hours of an employee in the
 28 State classified service including military service time earned prior to appointment to
 29 the State classified service, and service in any excepted or exempted position in
 30 State government which preceded entry into the State classified service.
 31 Continuous hours shall be recorded in the Human Resources Management Network
 32 (HRMN) continuous service hours counter, except that it shall not include the
 33 following:
 34

35 Hours paid in excess of eighty (80) in a pay period;
 36

37 Hours in non-career appointments, on duty or non-duty disability retirement, lost
 38 time, suspension, leave of absence without pay (except for military leave of absence
 39 for up to 10,400 hours), or layoff except that school year employees in the
 40 Department of Education shall receive continuous service credit for the period of
 41 seasonal layoff. Employees off work due to compensable injuries or illness shall
 42 continue to accumulate seniority for the full period of absence precisely as though
 43 they had been working for purposes of layoff and recall credit for longevity and State
 44 contribution for retirement.
 45

- 46 1. Seniority as defined above shall be used for:

ARTICLE 11

1 a. **Annual Leave Accrual:** If an employee leaves State classified employment
2 and is later rehired, he/she shall accrue annual leave at the same rate as a
3 new hire. However, once a rehired employee has been in pay status for five
4 (5) years, all previous service time shall be credited for annual leave accrual.
5 The only exception shall be for employees rehired who repay severance pay
6 received.

7
8 b. **Longevity Pay:** If an employee leaves State classified employment and later
9 is rehired, he/she shall receive no longevity pay. However, once such a
10 rehired employee has been in pay status for five (5) years, all previous time
11 shall be credited for longevity pay. The only exception shall be for employees
12 rehired who repay severance pay received.

13
14 c. **Retirement Credit:** In accordance with statutory requirements.

15
16 2. The following adjustments shall be made to seniority as defined above for
17 implementation of provisions of Layoff and Recall (Article 12), Assignment and
18 Transfer (Article 13), Overtime (Article 15) and shall also be used for determining
19 selection in other seniority based preferences, such as for vacation selection,
20 voluntary assignments, holidays and leave preferences, hours of work,
21 scheduling and shift selection.

22
23 a. Military time earned prior to State employment and credited to the HRMN
24 continuous service hours counter, shall be removed from an employee's
25 continuous service hours.

26
27 b. Service in any excepted or exempted position which preceded entry into the
28 State classified service and which was credited to the HRMN continuous
29 service hours counter shall be removed from an employee's continuous
30 service hours.

31
32 c. Upon indefinite appointment to a position within these Bargaining Units,
33 service in any prior limited term appointment(s) within these Bargaining Units
34 shall be credited to the employee's Bargaining Unit seniority upon the
35 employee's request to the appropriate Human Resources official. This will
36 only include service in limited term appointments where the appointment
37 expired. Limited term employees who separated voluntarily or who were
38 separated for cause shall not have that time included in bargaining unit
39 seniority under this subsection.

40
41 d. Employees laid off out-of-line seniority shall continue to receive continuous
42 service credit for their period of lay off not to exceed three (3) years provided
43 that a less senior employee in the same class and level is still working at the
44 work location from which the employee was laid off.

1 In the event two (2) or more employees are tied in seniority, seniority for
2 purposes of breaking the tie shall be determined by length of continuous service at
3 the current level and any higher level(s) and then at successively lower levels of
4 service. Ties in seniority which cannot be resolved on the basis of seniority in
5 accordance with this Section shall be resolved by reference to the last four digits of
6 the tied employees' social security number with the highest four digit number
7 receiving preference.

8 9 **B. General Application.**

- 10 1. The Employer will be required to apply seniority as defined in this Article only as
11 specifically provided in this Agreement and subject to any limitations set forth in
12 any particular Article or Section of this Agreement.
- 13
14 2. The seniority of Bargaining Unit members transferred prior to the effective date of
15 this Agreement, by Civil Service Commission action from other jurisdictions to the
16 classified State Civil Service, shall begin on the date specified in the Commission
17 action for each assumption, except as provided in Sub-paragraph 3. of this
18 Section.
- 19
20 3. The seniority of Bargaining Unit members who were transferred to the State
21 classified service by Civil Service Commission action pursuant to Act 61 of 1985
22 shall be as outlined in provisions of the contract addendum dated April 25, 1985,
23 which is hereby incorporated by reference. See Appendix F.
- 24
25 4. A State classified employee retired or retiring under the provisions of any State of
26 Michigan retirement system who obtains employment in a classified position shall
27 be credited with seniority in accordance with the current applicable Civil Service
28 Rules. Retirement credit shall be earned in accordance with statutory
29 requirements.
- 30
31 5. An employee's continuous service record shall be broken and not bridged when
32 the employee separates from the State classified service by means other than
33 layoff, suspension, duty or non-duty disability retirement, or approved leave of
34 absence.

35 36 **C. Seniority Lists.**

37 For A.2. above the Employer will prepare seniority lists by Department, Agency,
38 T.K.U. or mail code, classification and level showing the seniority of all Unit
39 employees on the payroll as of the end of the pay period preceding the preparation
40 date. The seniority list shall be prepared at the end of the first pay period in October
41 and at the end of the first pay period in April, and will be made available for review
42 by employees. A copy of such lists shall be provided to MSEA.

43
44 An employee or MSEA shall be obligated to notify the Employer of any error in
45 the current seniority list within fifteen (15) week days after the date such list is made
46 available for review by employees. If no error is reported within this period, the list

ARTICLE 11

1 will stand as prepared and will thereupon become effective for all applications of
2 seniority as specifically provided in this Agreement. For purposes of layoff, seniority
3 shall be continuous service hours as provided herein as of three (3) weeks prior to
4 the date the layoff notices are sent to employees. Any errors in seniority which
5 occur between the finalization of the seniority lists prepared in October or April and
6 three (3) weeks prior to layoff shall be corrected if reported by the employee within
7 fifteen (15) week days of notice of layoff.

8 9 **D. Seniority Limitation.**

10 All employees in or on layoff from a position in these Bargaining Units as of
11 January 13, 1992, shall retain full seniority based on their continuous service prior to
12 that date.

13
14 Employees entering these Units that have prior service hours from a Unit that
15 restricts or limits MSEA Bargaining Unit member's continuous service hours shall not
16 be credited with those hours and shall be credited with only those hours accrued
17 within these Units, plus any Unit(s) that recognize(s) MSEA Bargaining Units service
18 hours after entry for purposes described in Section A.2. of this Article.

19
20 For purposes of layoff, bumping, recall, overtime and transfer, the seniority of
21 excluded employees and non-represented eligible employees, who enter these
22 Bargaining Units, subsequent to the effective date of this Amendment (June 9,
23 2010), shall be limited to those hours accrued within these Units.

24 25 26 **ARTICLE 12** 27 **LAYOFF AND RECALL PROCEDURE**

28 29 **A. Application of Layoff.**

30 MSEA recognizes the right of the Employer to lay off or to reduce the hours of
31 employment, including the right to determine the extent, effective date, and length of
32 such layoffs, for lack of funds, reduction in spending authorizations, lack of work, or
33 reasons of administrative efficiency. The Employer recognizes the importance of
34 seniority to MSEA members; however, the Employer shall have the right to
35 determine the positions to be vacated when a reduction is deemed necessary.
36 Bumping, layoff and recall of Bargaining Unit employees shall be exclusively
37 governed by and in accordance with the provisions of this Agreement and this
38 Article.

39
40 For purposes of this Article the term class cluster shall apply only in those
41 departments where a class cluster has been approved in advance by the State
42 Personnel Director and the use of the approved class cluster for job changes, layoff,
43 or recall has been agreed upon in secondary agreements.

44
45 Layoff and recall shall be in accordance with procedures set forth in this Article
46 with the exception that they shall not apply to:

1 1. Temporary layoff of twenty (20) or less cumulative work days in a fiscal year
 2 except as otherwise provided in the parties' settlement agreement specific to
 3 Arbitration Award 54 390 0128 09 (Mittenthal 12-19-10). In such cases,
 4 employees will be laid off by inverse seniority within classification and work
 5 site/unit and recalled by seniority. The Employer may lay off out of the line of
 6 seniority because of function/specialty and/or funding source. However, layoffs
 7 within function/specialty and funding source shall be by inverse seniority.
 8 Funding source is defined as Restricted, Federal or General Fund for purposes
 9 of this Section. Where the Employer determines to temporarily lay off all the
 10 Bargaining Unit employees in a work site/unit it may do so provided all Unit
 11 employees in the work site/unit are laid off in approximately equal numbers for an
 12 equal number of days. The Employer shall, when temporary layoffs are being
 13 planned, inform the Union at least 14 calendar days in advance of the temporary
 14 layoffs. Employees shall be given written notice of temporary layoff at least
 15 seven calendar days prior to the effective date of temporary layoff.

16
 17 An employee who is temporarily laid off in accordance with the above paragraph
 18 shall not be entitled to any leave balance payoffs upon temporary layoff,
 19 however, employees who are temporarily laid off shall continue to accrue
 20 seniority, leave credits and all benefits as if they were in full pay status.

21
 22 Temporary layoff will only be used for:

23
 24 a. Loss of funding which the Department or Agency does not expect to obtain or
 25 make up within the temporary layoff period. Issuance of a Governor's
 26 Executive Order or instructions by the State budget director to departments
 27 and agencies to reduce spending in preparation for lapses of spending
 28 authorizations necessary to balance the State budget shall be conclusive
 29 evidence of loss of funding, but shall not be required. Losses of or reductions
 30 in federal funds, restricted State funds, bond sales, or other sources of State
 31 revenues shall qualify under this Section; or

32
 33 2. Seasonal layoff of seasonal employees, however, procedures covering
 34 seasonal layoff and recall of seasonal employees shall be a proper subject for
 35 secondary negotiations.

36
 37 Except as provided in this Section, when the Employer determines it is necessary
 38 to expire a limited term appointment prior to the scheduled expiration date, an
 39 employee so affected shall be given notice not less than seven (7) calendar days
 40 prior to the new expiration date.

41
 42 The expiration of a limited term appointment shall not be considered a layoff for
 43 purposes of this Article.

44
 45 An employee with status acquired in a limited term appointment and separated
 46 because of the expiration of that appointment may be reinstated within three (3)

ARTICLE 12

1 years in any vacancy in any Department in the same class as that from which the
2 employee was separated. Such reinstatement may precede employment of any
3 person on a Civil Service employment list and any person with less seniority on a
4 recall list. This Sub-Section shall not apply in the case of a continuing State
5 classified employee who accepted an appointment to a limited term position under
6 the same Appointing Authority at an equal or higher level; in this situation the
7 employee will be returned to their former class, level, and work site.

8
9 When the Employer determines there is to be a layoff, employees who are
10 scheduled to be laid off shall be given such written notice not less than fifteen (15)
11 calendar days prior to the effective date of layoff. The Employer will, when layoffs
12 are being planned, inform MSEA as soon as practicable which under normal
13 circumstances is hereby deemed to be not less than thirty (30) calendar days and
14 discuss upon request the potential impact upon Unit employees caused by such
15 layoff. The Employer shall furnish the MSEA Central Association concurrent written
16 notice of the name, seniority, class titles, and current assignment location of
17 employees holding positions scheduled to be vacated. It is recognized that
18 employee choices and ultimate bumping rights preclude the Employer from providing
19 information beyond what is required herein. Whenever the Union has a good faith
20 doubt as to the accuracy of any information provided, it may request and shall
21 promptly receive the right to a conference with the particular Department/Agency for
22 the purpose of receiving sufficient information to explain Employer procedure or
23 correct agreed upon errors. When layoffs and bumping are completed, the Union
24 shall be entitled to receive within thirty (30) calendar days, a completed list
25 identifying those employees who have been bumped or laid off.

B. Voluntary Layoffs.

26
27
28 When the Employer elects to reduce the work force, employees within the
29 affected classifications may request, in writing, preferential layoff out-of-line
30 seniority. Said requests shall be granted in seniority order. If granted, the Employer
31 shall not contest the employee's eligibility for unemployment compensation. Nothing
32 in this Section shall be construed to constitute a waiver of such employee's recall
33 rights. The fifteen (15) calendar day notice requirement in Section A above shall be
34 waived for employees requesting preferential layoff. Such employees shall not
35 accrue seniority while on layoff.

C. General Layoff Procedures.

- 36
37
38 1. Layoff shall be statewide within a Department or by geographic and/or
39 organizational layoff units as provided in departmental plans on file with the
40 Department of Civil Service on November 24, 1980, unless subsequently
41 modified in secondary negotiations. Layoff units shall be defined in secondary
42 negotiations upon request of either party.
43
44 2. Within a layoff unit, except where the use of approved class clusters have been
45 established by secondary negotiations, layoff shall be by Civil Service
46 classification and level within a series by inverse seniority. Positions in a class

1 series which contain automatic level changes shall be considered to be at the
2 same class and level. Where the use of approved class clusters have been
3 established through secondary negotiations layoff shall be by inverse seniority
4 within the layoff unit and the approved class cluster.

- 5
- 6 3. No permanent employee shall be laid off until all limited-term and temporary non-
7 career appointments in the same classification (and approved class cluster, if
8 negotiated in secondary negotiations) and lay-off unit are terminated.
- 9
- 10 4. Seniority for purposes of layoff, bumping and recall shall be as defined in Article
11 11, Section A.
- 12
- 13 5. Excluded employees and eligible employees, as defined by the Civil Service
14 Rules and Regulations, who are not exclusively represented shall be permitted to
15 bump back into these Bargaining Units under procedures outlined hereinafter.
- 16
- 17 6. Seniority of excluded employees and eligible employees who are not exclusively
18 represented for purposes of bumping into the Labor and Trades and/or the
19 Safety and Regulatory Units shall be computed as follows:
- 20
- 21 a. All persons employed on November 24, 1980, shall retain full seniority based
22 on their continuous service prior to that date.
- 23
- 24 b. All persons who moved from the rank and file to an excluded or eligible non-
25 exclusively represented position prior to November 24, 1980, shall retain all
26 continuous service hours for purposes of seniority earned up to November 24,
27 1980, plus up to an additional 1,040 hours.
- 28
- 29 c. All persons who moved from the rank and file to an excluded or eligible non-
30 exclusively represented position after the effective date of the Agreement
31 shall retain all continuous service hours for purposes of seniority earned up to
32 the effective date of such appointment and thereafter up to 1,040 hours
33 earned in such excluded or eligible non-exclusively represented position.
- 34
- 35 7. The Employer may lay off and recall out-of-line seniority because of:
- 36
- 37 a. Gender;
- 38
- 39 b. Manual communication skill;
- 40
- 41 c. Bilingual skill;
- 42
- 43 d. Department of Civil Service approved sub-class code (selective certification);
- 44

ARTICLE 12

1 The exceptions listed in a. through d. shall only be made where there is a valid
2 occupational requirement and no alternative exists for preferring the less senior
3 employee.

4
5 The Employer shall give notice of such intent to MSEA and in accordance with
6 Civil Service Rules and Regulations, upon request shall meet and confer with MSEA
7 about the impact of such determination.

8 9 **D. Bumping.**

10 The employee scheduled for layoff may elect either to accept layoff or bump to
11 the least senior position in the layoff unit for which the employee is qualified, as
12 provided in this Section. An employee scheduled for layoff who fails or is unable, in
13 accordance with Article 11, Section A., to exercise the option to bump to the least
14 senior position shall be laid off.

15
16 For purposes of this Article, the least senior position is defined as:

- 17
18 1. A vacant position which the Employer intends to fill; or, in the absence of such
19 vacancy,
20
21 2. The position occupied by the least senior employee as defined in Article 11,
22 Section A. above.

23
24 Within seven (7) calendar days of receipt of notification of layoff, the employee
25 scheduled for layoff shall notify the Employer of his/her decision to either accept
26 layoff or bump into the least senior position in the layoff unit in the next lowest level
27 and successively lower levels thereafter, within his/her current approved class
28 series/class cluster. Positions in a class series which contain automatic level
29 changes shall be considered to be the same class level. Alternatively, if it would
30 result in a higher rate of pay, an employee may bump into the least senior position in
31 the layoff unit in a former class series/approved class cluster at and below any level
32 at which the employee had satisfactorily completed his or her probationary period.
33 This alternative shall not apply to employees who were demoted from the higher
34 paying class for disciplinary reasons or who transferred from the higher class in less
35 than satisfactory employment status.

36
37 If an employee notifies the Departmental/Agency Employer of the decision to
38 bump and later chooses to accept layoff, the Departmental/Agency Employer shall
39 not be required to recompute the bumping chain. Employees scheduled for layoff
40 while on leave of absence shall within seven (7) calendar days of notification, inform
41 the Departmental Employer in writing of his/her decision to accept layoff or exercise
42 bumping rights in accordance with this Section. The temporarily vacant position
43 resulting from the bump may be temporarily filled by the Employer by limited term
44 recall, reassignment or any other manner provided by this Agreement until the
45 bumping employee returns from leave.

1 An employee seeking to bump into another position must meet all requirements
2 in accordance with Articles 11 and 12.

3
4 As a result of bumping downward, an employee shall not earn more than the
5 maximum rate of the lower class bumped into or more than the rate previously
6 earned in a higher class from which the employee bumped. When an employee
7 bumps downward he/she shall be paid at that step in the lower level pay range
8 which credits the service in the higher level range(s) to the step at which the
9 employee was paid when promoted from a lower level.

10
11 Except as specified in Sections C.5. and C.6. of this Article, employees outside
12 these Bargaining Units shall have no bumping rights to positions within these Units.
13 Bargaining Unit members have no bumping rights arising out of this Agreement to
14 positions outside these Units.

15
16 The issue of the use of an approved class cluster(s) for bumping purposes shall
17 be a proper subject for secondary negotiations at the request of either party.

18
19 Bumping between employment types (e.g., full-time, part-time, etc.) shall be in
20 accordance with current departmental practice unless negotiated otherwise in
21 secondary negotiations.

22
23 Bargaining Unit members shall not receive travel expense or moving expense
24 reimbursement in connection with bumping or equivalent reassignment.

25
26 **E. Recall Lists.**

27 1. Definitions: For purposes of this Article the following definitions apply:

- 28
29 a. The **Primary Class** is the class and any other class(es) in the approved class
30 cluster from which an employee is initially laid off or bumped.
- 31
32 b. The **Secondary Class** is a class and level and any other class(es) in the
33 approved class cluster in the Bargaining Units, other than the primary class,
34 in which the employee has satisfactorily completed a probationary period, and
35 any lower level class in that class series or approved class cluster.
- 36
37 c. A **Departmental Recall List** is a list by class and level, and by county or
38 Agency/Facility of each employee who has been laid off or bumped from a
39 position in the Department and for which he/she is both eligible under a. and
40 b. above and has requested recall to such class, level and county or
41 Agency/Facility.
- 42
43 d. A **Statewide Interdepartmental Recall List** is a list by class and level and
44 county of each employee who has been laid off or bumped from a position in
45 the State classified service, and for which he/she is both eligible under both a.
46 and b. above and has requested recall to such class, level and county.

ARTICLE 12

1 **2. Construction of Lists:** Each employee who is laid off from State employment
2 who bumps or who refuses reassignment to another county, or who is eligible to
3 return from a medical layoff in accordance with Article 16, Section C(2), shall
4 have the right, upon written request to his/her Appointing Authority within seven
5 (7) days subsequent to being laid off, to have his/her name placed on the
6 Departmental Recall List for the primary and any secondary classes for which
7 he/she is eligible, for any county or Agency/Facility in the Department at which
8 he/she will accept recall.

9
10 Also, such employee upon written request to his/her Appointing Authority as
11 provided above, shall have the right to have his/her name placed on the
12 Statewide Interdepartmental Recall List for the primary and any secondary class
13 for which he/she is eligible, for each county to which recall would be accepted.
14 The Departmental Employer will provide to employees eligible for recall a form
15 which shall be utilized to indicate recall availability.

16
17 An employee may delete his/her name from any recall list without penalty at any
18 time prior to being recalled, by giving written notice of such request to his/her
19 Appointing Authority. Similarly, without penalty, an employee may also delete a
20 county or Agency/Facility to which he/she has requested recall.

21
22 An employee may reactivate his/her name on appropriate recall lists and/or elect
23 additional locations during their period of eligibility for recall by providing written
24 notice to the Appointing Authority. Such additions shall, as soon as practicable,
25 be included on recall lists prepared after the date of receipt. Provided, however,
26 that an employee removed from a recall list in accordance with Section G. may
27 not elect to be returned to the same list.

28 29 **F. Recall from Layoff.**

30 The provisions of this Section shall be applied subject to the exceptions listed in
31 Section C.7. of this Article. Notice of recall shall be sent to the employee at his/her
32 last known address by registered or certified mail.

33
34 When the Employer intends to fill a vacancy, the Employer may reassign
35 employees in accordance with Article 13, within the county or Agency/Facility and
36 within the class/approved class cluster and level of the vacancy, otherwise when the
37 Employer intends to fill a vacancy, the Employer shall recall the most senior
38 employee who is on the Departmental Recall List for such class and level and who
39 has designated that county or Agency/Facility.

40
41 If no employee is on such Departmental Recall List, the Employer shall recall one
42 of the three (3) most senior employees from the Statewide Interdepartmental Recall
43 List for the class and level who have designated the county in which the vacancy
44 exists as one to which he/she will accept recall. In the event there are less than
45 three (3) names the Employer shall recall from the remaining available name(s) on
46 the list.

1 The employee's right to recall shall exist for a period of up to three (3) years from
2 the date of layoff. Prior to that time employees may renew their recall rights for
3 another three (3) years by giving written notice to the Employer.

4
5 **G. Removal of Names From Recall Lists.**

6 If an employee fails to respond within ten (10) calendar days from the mailing
7 date of the recall notice his/her name shall be removed from recall lists. In addition,
8 his/her name shall be removed from recall lists as provided below:

- 9
10 1. An employee who refuses or accepts recall to employment in his/her primary
11 class in his/her original county shall be removed from all recall lists.
- 12
13 2. An employee who refuses or accepts recall to employment in his/her primary
14 class in a county other than his/her original county shall be removed from all
15 recall lists except for his/her original county.
- 16
17 3. An employee who refuses or accepts recall to employment in a secondary class
18 in his/her original county shall be removed from all recall lists for that class and
19 all other secondary classes at that level and below.
- 20
21 4. An employee who refuses or accepts recall to employment in a secondary class
22 in a county other than his/her original county shall be removed from all recall lists
23 for that class and all other secondary classes at that level and below except at
24 his/her original county.
- 25
26 5. The parties agree that the recall rights, seniority and benefit credit of employees
27 who are separated or who resign from State employment are forfeited as a result
28 of such separation or resignation, except that an employee who resigns during
29 the first six (6) months of employment in a secondary class or in a class referred
30 to from the placement project, or is separated by the Employer during the first six
31 (6) months of employment in such class based on the inability to satisfactorily
32 perform required job responsibilities, shall retain all recall rights, and if recalled,
33 shall retain seniority and benefit credit.

34
35 **H. Limited Term Recall.**

36 In accordance with the provisions of this Article, employees shall designate
37 agreement to be recalled by county or Agency/Facility on a limited term basis when
38 laid off. Limited term recall shall also be on the basis of seniority. An employee who
39 fails to accept limited term recall to a county or Agency/Facility previously
40 designated shall be removed from that list. Removal from a limited term list shall be
41 in accordance with the provisions of Section G. of this Article and shall not affect the
42 employee's place on a permanent recall list. An employee whose limited term recall
43 expires shall have no bumping rights except in the case of a continuing State
44 classified employee who accepted limited term recall under the same Appointing
45 Authority; under this situation the employee shall be returned to the previous
46 class/level and work site at the time of limited term recall.

ARTICLE 12

1 **I. Layoff and Recall Information to MSEA.**

2 The Departmental Employer agrees to provide to MSEA copies of seniority lists
3 and employment histories, which the Employer uses to complete the layoff process.

4
5 The Departmental Employer shall provide to MSEA copies of recall forms
6 completed by employees.

7
8 The Departmental Employer agrees to provide to MSEA, upon request, copies of
9 Departmental and/or Statewide Interdepartmental Recall List(s) which were used to
10 recall Bargaining Unit employees.

11
12
13 **ARTICLE 13**
14 **ASSIGNMENT AND TRANSFER**

15
16 **A. Definitions.**

17
18 1. **Assignment.** An assignment is the particular job to be performed within a work
19 location, on an assigned shift and schedule as directed by the Employer.

20
21 2. **Reassignment.** A reassignment is a change of assignment of a classified
22 employee effected upon the Employer's initiative in accordance with Section C. of
23 this Article.

24
25 3. **Relocation.** Relocation is the reassignment of an employee by management
26 involving the mandatory change of personal residence.

27
28 4. **Transfer.** A transfer is a permanent change of assignment of an employee
29 covered by this Agreement which is initiated by the employee.

30
31 5. **Original Vacancy.** A vacancy is a new or existing unfilled, permanent
32 assignment which the Employer seeks to fill. A position from which an employee
33 has been laid off is not a vacancy for purposes of transfer.

34
35 6. **Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the
36 result of an employee being selected from the vacancy transfer list to fill the
37 original vacancy.

38
39 7. **Subsequent Vacancies.** A subsequent vacancy is a vacancy which results from
40 the filling of a secondary vacancy in accordance with this Article.

41
42 8. **Work Location.**

43
44 a. **Labor and Trades** - Work Location shall be defined as all the premises of a
45 Department in a county, unless otherwise agreed to by the parties in a

1 secondary level negotiation, except that each of the following shall be
2 considered a separate location:

- 3
- 4 1. A building or related group of buildings with twenty-five (25) or more
- 5 employees in the Bargaining Unit.
- 6
- 7 2. A building or group of buildings which constitutes a facility in the
- 8 Departments of Community Health, Corrections, Human Services, and
- 9 Education.
- 10
- 11 3. In the Department of Corrections and the Department of Community
- 12 Health, a "work location" is defined as (1) a facility, (2) multiple facilities
- 13 that have shared services, or (3) facilities in close proximity to one
- 14 another, not to exceed a distance of two miles.

15
16 b. **Safety And Regulatory** - Work location is a county or a facility within a
17 county, or in those instances where employees have a geographic area of
18 assignment larger than a county, the geographic area of assignment shall be
19 considered the work location. In the Department of Corrections, the
20 geographic area of assignment for Fire Safety Inspectors shall be one of
21 three regions as agreed to by the parties. It is the intent of the Department of
22 Corrections to minimize non-primary duties of the classification as changes in
23 the number and location of positions occur. This definition shall be the
24 subject of secondary negotiations at the request of either party.

25
26 **9. Work Site.**

27
28 **Safety And Regulatory** - For the purpose of this Article each of the following
29 shall be considered a separate work site:

- 30
- 31 1. A building within a work location;
- 32
- 33 2. A building or group of buildings which constitute a Facility of the Departments
- 34 of Community Health, Corrections, Human Services and Education, or
- 35 organizational field unit in the Department of Natural Resources;
- 36 3. In metro-Lansing area, the various administrative office locations for each
- 37 Department shall be considered as a single work site.
- 38

39 This definition shall be the subject of secondary negotiations at the request of
40 either party.

41
42 **10. Work Unit.**

43
44 **Labor And Trades** - Where applicable, establishment of work units will be
45 discussed at secondary negotiations.

ARTICLE 13

1 **11. Seniority.** For purposes of this Article seniority shall be as defined in Article 11.
2

3 **12. Qualified.** For purposes of this Article, except as provided in Section D., an
4 employee shall be deemed qualified if he/she is actively employed on a
5 permanent basis in satisfactory status in the same Department and Civil Service
6 classification as the vacancy.
7

8 **B. General.**

9 1. An employee shall be given thirty (30) calendar days written notice prior to the
10 effective date of any reassignment involving a mandatory change in residence, or
11 change in work location in excess of twenty (20) miles from the employee's
12 present work location. If operational requirements are such that the employee is
13 required to report to the employee's new assignment before the thirty (30) day
14 period expires, the employee's eligibility for travel, lodging, and meal allowances
15 shall be extended by the same period of time the employee is required to report
16 early.
17

18 2. Where reassignment with relocation is contested, the employee will accept the
19 reassignment and will be entitled to reimbursement for travel expenses in
20 accordance with the State Standardized Travel Regulations up to a maximum of
21 one hundred eighty (180) days while the appeal is being processed.
22

23 3. Reassignment of employees shall not be made in an arbitrary or capricious
24 manner. The Employer will attempt to minimize the negative impact upon the
25 employee affected by the reassignment.
26

27 4. Initial assignments and transfers are not grievable.
28

29 5. Reassignments will not be executed solely for disciplinary purposes.
30

31 6. When filling the original and secondary vacancies, the Employer will use seniority
32 as the basis for transfer, unless otherwise specified in this contract. Adequate
33 and timely notice shall be made available to all employees of this Unit eligible to
34 transfer to a vacancy.
35

36 **C. Assignment-Reassignment.**

37 1. **Right of Assignment.** Except as provided in this Article, the Employer shall
38 have the right and responsibility to assign employees to and within an Agency or
39 work location within their classification. In filling a vacancy the Employer shall
40 continue to have the right to assign or reassign a qualified employee subject only
41 to the provisions of this Article.
42

43 2. **Other Assignment.**

44 a. Prior to utilizing provisions of Section D of this Article, the Employer may
45 reassign an employee, within the employee's work site/unit, provided that
46 such reassignment does not require a shift change. In reassigning an

1 employee from one work location to another or one work site/unit to another,
2 or from one assignment to another requiring a change in shift, the Employer
3 shall reassign the most senior qualified volunteer, if any. If there is no
4 volunteer, then the Employer shall reassign the least senior qualified
5 employee, who has not been reassigned across shifts or between work
6 locations, within the immediately preceding twelve (12) month period.

7

8 b. The Employer will not reassign an employee to another classification if such
9 assignment would require compensation in a lower pay range. At work
10 sites/unit having multiple shifts, a redistribution of employees between shifts,
11 provided that there is no net gain of employees, shall be accomplished by
12 voluntary transfers of qualified employees by seniority from the other shifts at
13 that work site/unit. Failing to meet operational requirements via these
14 transfers, the Employer will reassign the least senior qualified employee,
15 whenever possible, who has not been reassigned across shifts within the
16 immediately preceding twelve (12) month period. To maintain a balance of
17 experienced employees in a manner requiring transfer out of line seniority on
18 a shift, agreements will be sought through the appropriate level Labor-
19 Management Meetings. An employee who refuses a reassignment to another
20 county shall not have such refusal treated as a layoff, however, he/she shall
21 be entitled to recall rights.

22

23 c. When the Employer has a need to assign an employee(s) from one work
24 location to another or within a location, from one facility to another, all travel
25 shall be by the most direct route. Travel in excess of the distance to the
26 employee's official work station shall be considered time in pay status and
27 reimbursable in accordance with State Standardized Travel Regulations
28 (Article 43, Section T). This provision shall not apply to a permanent change
29 of assignment.

30

31 d. Within the Department of Transportation, the parties agree that the matter of
32 temporary assignments, and associated travel expenses, that are the result of
33 assignments to and from winter maintenance/summer operation will be a
34 proper subject for secondary negotiations.

35

36 3. **Employee Conduct Reassignment.** An employee may be reassigned when an
37 employee's conduct or actions have been such that the employee's continued
38 presence in a work site/location will be detrimental to the continued effectiveness
39 of the work site/location or, the employee will be seriously hampered in the
40 effective performance of the employee's duties. An employee conduct
41 reassignment may be requested by the employee or initiated by the Employer.
42 Any employee conduct reassignment requested by the employee shall not be
43 grievable. Reassignment shall not be executed solely for disciplinary purposes.

44

ARTICLE 13

1 4. **Employee Demotion.** The Employer may fill a position by either voluntary or
2 involuntary demotion, of an employee in the Bargaining Unit, prior to transferring
3 or recalling employees.

4
5 5. **Relief Assignment.** Relief assignments may be made on a day to day basis by
6 the Employer in order to insure and establish adequate staffing within an
7 assignment or work location. Relief assignments may be utilized by the
8 Employer as a regular assignment. In the Labor and Trades Bargaining Unit, this
9 shall not be done to avoid the payment of overtime. In the Safety and Regulatory
10 Unit current practice for use of relief assignments shall continue unless modified
11 in secondary negotiations.

12
13 6. **Temporary Assignment.**

14
15 a. **Labor and Trades Unit.** The Employer may temporarily fill a vacancy to fulfill
16 operational requirements, including using employees from a layoff list without
17 being bound by the procedure of Section D of this Article. Such temporary
18 assignments shall not exceed ninety (90) calendar days per calendar year. In
19 the MDOT such temporary assignment shall not exceed one hundred twenty
20 (120) calendar days per calendar year without the mutual agreement of the
21 parties.

22
23 b. **Safety and Regulatory Unit.** The Employer may temporarily fill a vacancy to
24 fulfill operational requirements, including using employees from a recall list
25 without being bound by the procedure of Section D. of this Article. Such
26 temporary assignment(s) or reassignment(s) shall not exceed ninety (90)
27 calendar days per calendar year. Except for the Office of Inspector General of
28 the Department of Human Services, temporary assignment(s) or
29 reassignment(s) shall not exceed one hundred eighty (180) calendar days in
30 a calendar year, unless extended by mutual agreement by the parties.
31 However, temporary reassignments at work sites or locations outside the
32 employee's permanent work location or county containing the employee's
33 permanent work site will make the employee eligible for travel and meal
34 allowances.

35
36 c. The Employer shall give preference in making temporary assignment(s) or
37 reassignment(s) to most-senior qualified volunteers.

38
39 Where there are no qualified volunteers the Employer will likewise assign or
40 reassign the least senior qualified employee.

41
42 7. **Labor & Trades-Winter Maintenance Assignments-MDOT Only.** The
43 Michigan Department of Transportation shall post at each respective work location
44 and shall furnish to the MSEA a list of employees identified as being subject to
45 winter maintenance assignment annually, no later than August 30th.

1 The parties agree that the process for employees within MDOT who are
 2 temporarily assigned subject to winter maintenance operations within the Michigan
 3 Department of Transportation will be a proper subject of secondary negotiations.
 4

5 The parties agree that this process will only apply to those employees within
 6 MDOT who are temporarily assigned annually for the purpose of winter maintenance
 7 operations.
 8

9 **8. Limits to Reassignment.** An employee shall not be subject to reassignment
 10 requiring mandatory relocation of residence more than once in any three (3) year
 11 period except:

- 12
- 13 a. By mutual agreement between the Employer and the employee;
- 14
- 15 b. In cases of employee conduct reassignment;
- 16
- 17 c. Within the Department of Community Health, reassignment shall be confined
 18 to a Facility.
- 19

20 **D. Transfer.**

21 1. **General.** Except as provided in Article 12, Section F, permanent vacancies in
 22 classifications at work locations shall be filled in accordance with the provisions
 23 of this Article. The qualifications of employees applying for a transfer within their
 24 current classification and work location shall be given consideration in
 25 accordance with the following:

- 26
- 27 a. Whether the employee's experience and performance indicate overall ability
 28 to perform the work required in a satisfactory manner;
- 29
- 30 b. Employees on authorized sick leave for a period of more than two (2) weeks,
 31 from the time the Employer seeks to fill the vacancy or employees on leave of
 32 absence will be considered unavailable;
- 33
- 34 c. Sub-class code, selective certification, selective position requirement or valid
 35 occupational requirements in accordance with Article 12, Layoff and Recall.
- 36
- 37 d. Should the Employer raise a question of the physical fitness of an employee
 38 to perform required work, the employee will not be held to a higher standard
 39 of fitness than that which is currently necessary to secure employment in the
 40 particular classification.
- 41
- 42 e. The procedure for tiered transfer priorities and transfer across shifts within the
 43 same work location shall be a proper subject for secondary negotiations.
- 44

45 **2. Vacancy Transfer List.** Employees shall be entitled to express an interest in
 46 transfer to other work locations, work sites and/or work units to which they would

ARTICLE 13

1 like to transfer within their current classification which would allow them to retain
2 their same level. The issue of transfer priorities shall be a proper subject for
3 secondary negotiations. The issue of transfers within work locations, work sites
4 and/or work units of less than fifty (50) Bargaining Unit employees shall be a
5 proper subject of secondary negotiations only upon mutual agreement of the
6 parties. The Employer will establish vacancy transfer lists from which original
7 and secondary vacancies will be filled by qualified employees. Such vacancy
8 transfer lists shall be based upon the seniority list provided for under Article 11,
9 Seniority.

10
11 Requests for transfers shall be made on the appropriate form and sent to the
12 Personnel Office. Lists will be updated on the first of each month. To be included
13 on the lists, transfer requests must be received by the Personnel Office by the
14 20th of the preceding month. Lists of work locations and their classifications
15 shall be made available for review by employees. The issue of notice to
16 employees of the creation of a new work site, work location and/or work unit is a
17 proper subject for secondary negotiations. Transfer lists established as a result
18 of such requests will expire annually on September 30. The Employer shall
19 provide notice to employees no later than September 15 that transfer lists (or
20 hardship transfer requests) established by this Agreement are expiring on
21 September 30.

22
23 Employees submitting transfer requests, shall indicate a maximum of three (3)
24 desired work sites, work locations and/or work units by county designation or
25 other appropriate designations as determined in secondary negotiations.

26
27 In notifying the applicant(s) on the vacancy transfer list, the Employer shall
28 furnish the employee the classification, work location, valid occupational, sub-
29 class code, selective certification or selective position requirements, and
30 scheduled work days of the vacancy.

- 31
32 3. **Original Vacancies.** Except as provided in Article 12, Section F., original
33 vacancies shall be filled by transfer of one of the three (3) most senior qualified
34 employees who have applied for the vacancy by properly designating the work
35 location(s) (which includes shift) of the vacancy on the vacancy transfer list
36 provided for in sub-section 2. above. Such transfer requests shall be submitted
37 to the personnel office in writing. If there are less than three (3) qualified
38 employees on the vacancy transfer list the Employer shall appoint one of the
39 remaining qualified employees on the transfer list. In the Department of
40 Corrections, Correctional Facilities Administration and the Department of
41 Community Health, transfer requests from outside the Agency shall only be
42 considered when there are no qualified employees from the Agency on the
43 transfer request list.
- 44
45 4. **Secondary Vacancies.** Secondary vacancies shall be filled in the same manner
46 as original vacancies.

1 5. **Subsequent Vacancies.** The Employer may fill subsequent vacancies at the
2 work location where such vacancies occur by means other than the vacancy
3 transfer list. Such methods include reassignment, reinstatement, rehire, return
4 from LOA, promotion and demotion.

5
6 Requests for transfers from outside the department shall be considered before
7 new-hires, inter-classification transfers, placement of trainees, and volunteers.

8
9 The Employer may make involuntary reassignments to subsequent vacancies in
10 accordance with Section C.3. of this Article and shall only be by inverse seniority
11 from the work location of the Employer's choice.

12
13 6. **Absence of Applicants on Vacancy Transfer List.** In the event that there are
14 no qualified applicants on a vacancy transfer list for the work location in which an
15 original or secondary vacancy occurs, and/or in the event that there are qualified
16 applicants but none has accepted an offer of appointment to the vacancy from
17 the vacancy transfer list, the original or secondary vacancy shall be filled as
18 though it were a subsequent vacancy.

19
20 7. **Removal from Vacancy Transfer List.** An employee who has designated a
21 preference for one or more work locations may voluntarily remove his/her name
22 from any vacancy transfer list for such work locations by providing the Employer
23 written request at any time prior to an offer of appointment being made by the
24 Employer to the employee. The name of an employee who declines an offer of
25 appointment from the vacancy transfer list shall be removed from the vacancy
26 transfer list for the work location in which the offered vacancy is located. An
27 employee departing on vacation may furnish the Employer, prior to departure, a
28 written indication of the priority order of one or more (up to three) of the
29 employee's designated work locations on the vacancy transfer list which he/she
30 will accept upon return from vacation. If such a vacancy arises during the period
31 of the scheduled vacation, the vacancy will be held open for the employee who
32 shall be obligated to accept it.

33
34 8. **Limitations.** The Employer shall not be required to consider:

- 35
36 a. An initial or continuing probationary employee;
37
38 b. Employees with an unsatisfactory service rating, or who have received a
39 disciplinary suspension within one year preceding the date of the transfer
40 request, or during the period between the application date and the date the
41 employee is considered for transfer;
42
43 c. Employees who have been transferred as the result of a transfer request any
44 time during the immediately preceding twelve (12) month period (unless the
45 employee has transferred subsequent to being bumped in order to get closer
46 to the original work location and the new transfer request would get the

ARTICLE 13

1 employee even closer), or transferred or reassigned as a result of an
2 Employee Conduct Transfer Reassignment, any time during the immediately
3 preceding twelve (12) month period;

4
5 d. Employees who have declined, or failed to respond to three (3) offers of
6 transfer within the immediately preceding twelve (12) month period;

7
8 e. **Safety and Regulatory.** Employees who do not possess the particular
9 qualifications for the assignment, including but not limited to:

- 10
11 (1) Special job skills;
12 (2) Physical requirements;
13 (3) Selective certification requirements;
14 (4) Specialized qualification requirements determined in secondary
15 negotiations.

16
17 9. **Hardship Transfers.** Legitimate hardship transfer requests to vacancies at
18 another work location submitted by MSEA shall be honored where the Appointing
19 Authority determines that a hardship exists and that to do so will not impair the
20 operating effectiveness of the Department or any sub-unit thereof. For purposes
21 of this Subsection, hardship means health condition of an employee or an
22 employee's immediate family (as defined as in Article 40 Section b.) requiring the
23 employee's presence or availability in another location for an extended period of
24 time. All hardship transfer requests shall be in writing to the employee's
25 Appointing Authority and clearly set forth the circumstances of the hardship. The
26 Appointing Authority will notify MSEA and the employee of the status of the
27 request within twenty (20) week days of receipt of the request. Transfer requests
28 will expire annually on September 30. Such transfer shall be given priority over
29 other voluntary transfer requests. MSEA agrees that the approval of such
30 hardship transfer by the Appointing Authority shall not be grievable if done in
31 accordance with the provision of this Subsection.

32
33 10. **Correcting of Staffing Imbalance.** Where the Employer seeks to correct a
34 staffing imbalance between or within work locations or work sites, the Employer
35 may consider transfer requests from an over staffed work site/work location prior
36 to considering transfer requests from other work sites. When the Employer
37 intends to utilize this provision the Employer shall give MSEA prior notice and
38 shall, upon request, meet with MSEA to discuss the details of such action.

39
40 11. **Exchange Transfer.** An exchange transfer may take place upon agreement of
41 involved employees, the Employer and MSEA.

42
43 **E. Expense Reimbursement.** Employees who are reassigned with relocation under
44 the provisions of this Article shall receive reimbursement for incurred moving
45 expenses in accordance with Article 37 of this Agreement. In addition, they shall be
46 allowed travel, lodging, and meal allowances in accordance with the State

1 Standardized Travel Regulations. If the Employer conducts interviews related to this
 2 Article, an employee selected for interview shall be allowed necessary and
 3 reasonable release from assigned duties and travel time without loss of pay or
 4 benefits. Nothing in this Article shall preclude a Department from paying expenses
 5 on a transfer with relocation.
 6
 7

8 **ARTICLE 14** 9 **HOURS OF WORK**

10
 11 Sections A., B., C., D. shall not apply to permanent-intermittent, or less than full-
 12 time employees.
 13

14 **A. Biweekly Work Period.**

15 The work period is defined as eighty (80) hours of work normally performed on
 16 ten (10) work days within the fourteen (14) consecutive calendar days which
 17 coincide with current biweekly pay periods.
 18

19 **B. Work Days.**

20 The work day shall consist of an assigned shift within twenty-four (24)
 21 consecutive hours commencing at 12:01 a.m. Whenever practicable and consistent
 22 with program needs, employees shall work on five (5) consecutive working days
 23 separated by two (2) consecutive days off. Significant or major changes in methods
 24 of scheduling shall be first discussed with MSEA before changes are made.
 25

26 **C. Work Shift.**

27 The work shift shall normally consist of eight (8) consecutive work hours which
 28 may be interrupted by a meal period. For purposes of this Article the following work
 29 shifts are defined:
 30

- | | |
|-------------------------------|---|
| <u>Day Shift</u> | - Starts between 5:00 a.m. and 1:59 p.m. |
| <u>Afternoon Shift</u> | - Starts between 2:00p.m. and 9:59 p.m. |
| <u>Night Shift</u> | - Starts between 10:00 p.m. and 4:59 a.m. |

34
 35 Employees may be assigned to work rotating or relief shifts.
 36

37 If a paid lunch period is provided by the Employer, the shift shall be eight (8)
 38 consecutive hours. An unpaid lunch period shall not exceed one (1) hour and shall
 39 normally be taken at or near the end of the first four (4) hours of work in accordance
 40 with operational requirements.
 41

42 MSEA and the Employer recognize that certain employees are exempt from
 43 explicit shifts. These employees are expected to work an eight (8) hour shift or its
 44 approved equivalent, but the nature of the work does not lend itself to standard work
 45 days, work hours (including meals and breaks), and work week. Such employees
 46 are usually those who are ineligible for overtime compensation except as otherwise

ARTICLE 14

1 identified in this Agreement. Such employees will have their work time approved by
2 the appropriate authority. Daily reporting for work may be independently adjusted
3 with Employer approval and a schedule will be maintained with the approval of the
4 appropriate supervisor.

5
6 The Employer reserves the right to establish or re-establish eight and one-half (8
7 ½) or nine (9) hour shift schedules with one-half (½) or one (1) hour for unpaid lunch.
8 Meals previously provided to employees working eight (8) hour shifts may be
9 canceled when employees are changed to eight and one-half (8 ½) or nine (9) hour
10 shifts as provided herein.

11 **D. Work Schedules.**

12 Work schedules are defined as an employee's assigned hours, days of the week,
13 days off, and shift rotation. Schedules not maintained on a regular basis or fixed
14 rotation shall be posted as far in advance as possible, but at least fourteen (14)
15 calendar days prior to the beginning of the pay period to be worked. Where
16 employees are assigned to multiple shifts, the issue of bidding on such shifts shall
17 be a proper subject for secondary negotiations. Additionally, where multiple start
18 times are available in a work unit, at the request of either party the issue of bidding
19 on start times shall be a proper subject for secondary negotiations.
20

21 **1. Code 1 Employees**

22 Changes in work schedules may be made up to ninety-six (96) hours prior to
23 the beginning of the pay period to be worked. Any changes in scheduling
24 shall be confirmed in writing to the employee or posted on appropriate bulletin
25 boards.
26
27

28
29 The regular work schedule of an employee in a Code I classification as
30 indicated in Appendices A & B shall not be altered within the work period
31 provided in Section A, above, solely to avoid premium overtime. Any change
32 in work schedule not in compliance with this Section shall result in
33 compensation for hours worked outside the regularly scheduled shift at one
34 and one-half (1½) times the employee's regular rate of pay. With the
35 Employer's approval employees may voluntarily agree, without penalty to the
36 Employer, to changes in the work schedules. Scheduling changes
37 necessitated by requests initiated by employees shall be exempt from the one
38 and one-half (1½) time compensation required by this Section unless the
39 employee is otherwise placed in overtime status in accordance with Article
40 15. Emergency scheduling may continue in accordance with current practice.
41 The issue of the temporary scheduling of Motor Carrier Officers who are
42 required to appear in court or attend mandatory training on a shift other than
43 their regular shift shall be a proper subject for secondary negotiations.
44
45
46

2. Code 2, Code 3 and Law Enforcement Employees

The regular work schedules of an employee in a Code 2, Code 3 or law enforcement classification as indicated in Appendix B may be altered by the Employer without penalty within the work period provided in Section A above.

E. Meal Periods.

In accordance with current practice, work schedules shall provide for the work day to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. At the discretion of the Employer, meal periods may be temporarily rescheduled to meet operational requirements. Those employees who receive an unpaid meal period, and are required to work or be at their work assignments and are not relieved for such meal periods shall have such time treated as hours worked for the purpose of computing overtime; however, nothing shall prohibit the Employer from establishing or continuing an eight (8) hour work day inclusive of such meal period on a regular basis. The issue of employees foregoing lunch periods or lunch periods being extended beyond thirty (30) minutes shall be a proper subject for secondary level negotiations regardless of current practice.

F. Rest Periods.

There shall be one (1) fifteen (15) minute rest period during each four (4) hours worked in a regular shift. The Employer retains the right to schedule employees' rest periods and to shorten such periods to fulfill emergency operational needs. The Employer may continue current practices regarding breaks taken in the course of operational duties or on an irregular basis. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off.

G. Wash-Up Time.

Positions for which such necessary wash-up time is authorized shall be determined in secondary negotiations.

If employees are working overtime at the end of the scheduled work day, an approved wash-up period shall be provided immediately prior to the end of the overtime period only. Under no circumstances shall an employee be paid premium pay to wash-up if the employee is required to work through this wash-up period.

H. Callback.

Callback is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back or whose callback time is contiguous to their regular working hours and employees who are called back before they have left the Employer's premises will be paid only for those hours worked. Employees who are called back and whose callback hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible callback time will be paid at the premium rate. When an employee is on call and is called back to work the employee shall be compensated in cash payment or compensatory time in accordance with the

ARTICLE 14

1 provisions negotiated in secondaries in Article 15, Section E the premium rate for the
2 hours of callback. These provisions do not apply to (1) exempt employees; (2) fruit
3 and vegetable inspectors in the Department of Agriculture, and (3) permanent-
4 intermittent employees, unless by virtue of the callback the employee works in
5 excess of eight (8) hours in a day or forty (40) hours in a work week.
6

I. On-Call.

7
8 On-call is defined as the state of availability to return to duty, work ready, within a
9 specified period of time. Employees required to be on-call shall be so notified in
10 writing by the Employer and shall remain available through a pre-arranged means of
11 communication. Such employees shall be compensated at the rate of one (1) hour
12 of pay for each five (5) hours of on-call duty. These pay provisions shall not apply to
13 exempt employees, except in accordance with current practice. If an employee who
14 is on-call is called back to duty, the period of callback shall not be counted as on-call
15 time. On-call time shall not be counted as hours worked.
16

J. No Guarantee or Limitation.

17
18 This Article shall not be construed as a guarantee or limitation of the number of
19 hours per work day or work period. This Article is intended to be construed only as a
20 basis for overtime and shall not be construed as a guarantee of work per day or per
21 week. Overtime shall not be paid more than once for the same hours worked.
22

K. Modified Work Schedules.

23
24 Nothing in this Agreement shall be construed to limit the Employer's discretion to
25 establish, modify or abolish modified work schedules as are consistent with the
26 program needs of the Employer and do not violate Section A above. Plans
27 proposed by the Employer for the consideration of employees shall be provided to
28 MSEA prior to being provided to, and discussed with, employees. If the initial
29 implementation of any proposed plan would result in a layoff of a permanent
30 employee, such provision of the plan shall be negotiable. Code 1 employees on
31 modified work schedules shall only be entitled to overtime compensation for those
32 authorized overtime hours in excess of ten (10) hours in a workday or forty (40)
33 hours worked in a work week or as mutually agreed upon in secondary negotiations.
34 Whenever the Employer intends to modify or abolish all or part of a modified work
35 schedule and such intent would have an adverse impact on an employee(s), the
36 Employer agrees to give fourteen (14) calendar days notice for the employee to
37 adjust personal schedules in order to comply with such modification or abolishment.
38 Any intended changes in modified work schedules will first be provided to MSEA and
39 will be discussed with MSEA on request; however, such changes shall not be
40 negotiable.
41

42 Where MSEA believes a substantial number of employees at a work site wish to
43 consider a modified work schedule, such matter will be discussed in a Labor-
44 Management Committee Meeting, and shall be subject to secondary negotiations.
45
46

L. Reduction in Hours.

Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs.

M. Utilization of Leave Credits and Timekeeping.

Utilization of leave credits and timekeeping records shall be maintained in tenths of a hour.

ARTICLE 15
OVERTIME

A. Definitions.

1. **Exempt Employee.** An exempt employee is one who is not eligible for overtime. Exempt employees are in classifications in Appendix B shown as Code 3.
2. **Eligible Employee.** An eligible employee is one who is eligible for overtime compensation in accordance with Section B of this Article. Eligible employees are in classifications in Appendix A and B shown as Code 1 or Code 2.
3. **Overtime.** Overtime is authorized work time that an eligible employee works in excess of the applicable standard described in Section B. of this Article.
4. **Work Time.** Work time is defined as all hours actually spent in pay status including travel time required by and at the direction of the Employer before, during or after the regularly assigned work day, excluding sick leave, or annual leave other than annual leave buy back.
5. **Work Week.** The work week shall consist of seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 a.m., Sunday.
6. **Regular Rate.** The regular rate of pay is defined as the employee's prescribed rate per hour, including any applicable shift pay, prison ("P" rate) pay, hazard pay, on-call pay and longevity pay.
7. **Overtime Rate.** The overtime rate shall be one and one-half ($\frac{1}{2}$) times the regular rate.
8. **Compensatory Time.** Compensatory time is authorized paid time off from work in lieu of overtime pay. Compensatory time is not charged against an employee's annual, sick or other leave bank.

B. Eligibility for Overtime Credit.

The Employer agrees to compensate eligible employees in cash payment at the overtime rate under the following conditions:

ARTICLE 15

- 1 1. An employee in a classification indicated as Code 1 in Appendices A or B shall
2 be compensated at the overtime rate for all authorized work time, as defined
3 above, in excess of (40) hours of work time in a work week or all consecutive
4 hours in excess of eight (8). This Paragraph shall not prohibit the application of
5 Paragraph 6 of this Section.
6
- 7 2. An employee in a classification indicated as Code 2 in Appendix B shall be
8 compensated at the overtime rate for all authorized work time, as defined above,
9 in excess of forty (40) hours of work in a work week.
10
- 11 3. An employee in a classification indicated as Code 1 or Code 2 in Appendices A
12 or B who is on any modified work schedule shall be compensated at the overtime
13 rate for all authorized work time in excess of their regular working day or forty
14 (40) hours of work time in a work week.
15
- 16 4. The issue of compensating an employee in a classification indicated as Code 1
17 or Code 2 in Appendices A or B employed at an Agency/Facility in the
18 Department of Community Health or Military and Veterans Affairs at the overtime
19 rate for all authorized work time in excess of eight (8) hours of work time in a day
20 or eighty (80) hours of work time in a biweekly work period, shall be a proper
21 subject for secondary negotiations only upon mutual agreement.
22
- 23 5. Employees designated as law enforcement officers in Appendix B shall be
24 compensated at the overtime rate for all authorized hours of work time in excess
25 of eighty (80) in a biweekly work period.
26
- 27 6. When a Code 1 employee requests a work schedule adjustment within a work
28 week in lieu of accumulation of overtime and the Employer agrees, such
29 adjustment shall be made as long as the employee has not worked in excess of
30 forty (40) hours in the work week. For employees covered by Paragraph 4 or 5
31 of this Section such work schedule adjustments may be made within the biweekly
32 work period.
33
- 34 7. An eligible employee may receive compensatory time off in accordance with the
35 provisions negotiated in secondaries in Article 15 Section E at time and one-half
36 (1 ½) for overtime hours worked within the pay period in lieu of cash payment for
37 such hours worked.
38
- 39 8. An exempt employee in a classification indicated as Code 3 in Appendix B is not
40 eligible for overtime compensation, however, such employee shall, with
41 supervisory approval, be entitled to absences from work without charge to leave
42 credits, in accordance with current departmental practice. The Departmental
43 Employer shall certify the employee has completed the reasonable equivalent of
44 a full eighty (80) hour pay period.
45
46

1 **C. Overtime Compensation.**

2 The Employer shall make good faith effort to insure, where possible, that
3 payment for overtime worked is made the pay day of the first pay period following
4 the biweekly work period in which the overtime is worked.

5
6 **D. Pyramiding.**

7 Premium payment shall not be duplicated (pyramided) for the same hours
8 worked. If an employee works on a holiday, overtime compensation for the first
9 eight (8) hours worked on the holiday is due and payable only after forty (40) hours
10 worked in a work week are exceeded.

11
12 **E. Scheduling of Compensatory Time.**

13 Current systems of accumulating and scheduling compensatory time shall
14 continue if consistent with this Article. The issues of accumulation and scheduling of
15 compensatory time for any classification covered by this Agreement will be subject
16 to secondary negotiations.

17
18 When compensatory time credits have been earned by an employee for overtime
19 work or work performed on a holiday, such time shall be used at the convenience of
20 the employee subject to supervisory approval based on criteria applicable to annual
21 leave. However, if the Employer does not permit the employee to use accrued
22 compensatory time credits before the end of the fiscal year in which the credits have
23 been earned, the employee may be paid in cash at the regular rate for the
24 compensatory time credits unused at the end of the fiscal year, except as may be
25 determined in secondary negotiations.

26
27 Such compensatory time shall be taken before annual leave except when annual
28 leave is used to substitute for unpaid FMLA Leave, where an employee at the
29 allowable annual leave cap would thereby lose annual leave or where such annual
30 leave will be used for Union business and the Union will buy back the time in
31 accordance with Article 7, Section A.

32
33 Such unused compensatory time credits of an employee who resigns, retires, is
34 dismissed, or transfers to a different Appointing Authority shall be paid at the
35 employee's current regular hourly rate. Such unused compensatory time credits of
36 an employee who is laid off shall be paid in the manner of annual leave prior to such
37 layoff.

38
39 **F. Overtime Procedure.**

40 Current systems of scheduling both voluntary and mandatory overtime shall
41 continue if consistent with this Article. The issues of scheduling voluntary and
42 mandatory overtime for any classification covered by this Agreement will be subject
43 to secondary negotiations at the request of either party.

44
45 The Employer has the right to require an employee to work overtime, and to
46 schedule overtime work as required in the manner most advantageous to the

ARTICLE 15

1 Employer and consistent with the requirements of State employment and the public
2 interest.

3
4 Giving consideration to work assignments and organizational units in the
5 Department, the Employer agrees to distribute overtime work as equally as
6 practicable to employees who normally perform the assigned duties. Work locations
7 or equalization units, use of volunteers, maintenance of overtime rosters, scheduling
8 days off, and recognition of seniority in making overtime assignments are issues
9 which may be addressed in secondary negotiations if not covered by this
10 Agreement.

11
12
13 **ARTICLE 16**
14 **LEAVES OF ABSENCE**

15
16 **A. Eligibility.**

- 17 1. Employees shall have the right to request a leave of absence without pay in
18 accordance with the provisions of this Article after the successful completion of
19 their initial probationary period.
20
21 2. Employees may also be eligible for a leave of absence in accordance with
22 provisions of the Family and Medical Leave Act (see Letter of Understanding).
23 Provisions of the Act, that may run concurrent to the provisions of this Article,
24 shall not diminish the provisions of the Article.

25
26 **B. Request Procedure.**

27 Any request for a leave of absence without pay shall be submitted in writing by
28 the employee to the employee's immediate supervisor at least, except under
29 emergency circumstances, thirty (30) calendar days in advance of the proposed
30 commencement of the leave of absence being requested.

31
32 The Appointing Authority shall furnish a written response as follows: Requests
33 for leaves of absence not exceeding one (1) month shall be answered within ten (10)
34 working days after receipt of the request.

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

38
39 **C. Approval.**

40 Except as otherwise provided in this Agreement, employees may be granted the
41 privilege of a leave of absence without pay at the discretion of the Appointing
42 Authority. The Employer shall consider its operational needs, the employee's length
43 of service, performance record and leave of absence history in reviewing requests
44 for a leave of absence. Appointing Authority determinations under this Section shall
45 not be arbitrary, discriminatory or capricious.

1 An employee may elect to carry a balance of annual leave during a leave of
2 absence. Such leave balances shall be made available to the employee upon return
3 from a leave of absence but may be utilized only with prior approval of the
4 Appointing Authority.

5
6 Payment for annual leave due an employee who fails to return from a leave of
7 absence shall be at the employee's last rate of pay.

8
9 **1. Educational Leaves of Absence.** The Employer may approve an individual
10 employee's written request for a full-time educational leave of absence without
11 pay for an initial period of time up to two (2) years to work toward an Associates
12 Degree or a Baccalaureate Degree and/or any advanced degree. To qualify for
13 such an educational leave, the employee must be admitted as a full-time student
14 as determined by the established requirements of the education institution
15 relating to full-time status. Before the leave of absence can become effective,
16 proof of enrollment must be submitted by the employee to his/her Appointing
17 Authority. At the request of the Employer, the employee shall provide evidence
18 of continuous successful full-time enrollment in order to remain on or renew such
19 leave. Such education shall be directly related to the employee's field of
20 employment. Such employee may return early from such a leave upon approval
21 by the Employer. The Employer shall approve or deny the request for leave of
22 absence without undue delay. Any denial shall include a written explanation of
23 the denial, if requested by the employee.

24
25 The Employer may approve a leave of absence for an additional educational
26 purpose under the conditions described in this Section.

27
28 **2. Medical Leaves of Absence.** Upon depletion of accrued sick leave, an
29 employee, upon request, shall be granted a leave of absence including
30 necessary extensions for a period of up to six (6) months upon providing required
31 medical information, for personal illness, injury or temporary disability
32 necessitating his/her absence from work, if that employee is in satisfactory
33 employment status. This grant shall only apply when the employee has had less
34 than six (6) months medical leave of absence within the preceding five (5) years.
35 Time off on medical leave of absence due to an employee's pregnancy shall not
36 be counted against the grant. An employee whose initial leave including any
37 extensions totals less than the six (6) month period shall be granted a
38 subsequent leave(s) up to a cumulative total of six (6) months for all such leaves.
39 Employees with 20 years or more of continuous service shall be granted up to an
40 additional six (6) months of medical leave of absence beyond the guarantee as
41 referenced above. In all other cases an employee may be granted such leave for
42 the above reasons. Such leave may be granted for a period of up to six (6)
43 months upon providing required medical information. The employee's request
44 shall include a written statement from the employee's physician indicating the
45 specific diagnosis and prognosis necessitating the employee's absence from
46 work and the expected return to work date.

ARTICLE 16

1 In addition to the operational needs of the Employer and the employee's work
2 record, the Employer in considering requests for extension will consider verifiable
3 medical information that the employee can return at the end of the extension
4 period with the ability to perform the essential job duties.

5
6 Request for medical leave of absence after return from injury or illness due to
7 complications and/or a relapse shall be considered as a medical leave extension
8 request provided that this type of extension is requested within thirty (30) days of
9 return from original leave.

10
11 Prior to returning to work from a medical leave of absence, the employee will be
12 required to present medical certification of his/her fitness to resume performing
13 the essential job duties.

14
15 The Employer reserves the right to have the employee examined by a physician
16 selected and paid by the Employer for the employee's initial request, extension
17 and/or return to work.

18
19 **3. Medical Layoff.** When an employee with five (5) or more years of continuous
20 service is denied a medical leave of absence, a medical layoff shall be entered
21 onto the employee's employment history rather than a separation for denial of
22 medical leave. The Employer shall notify the employee in writing of his/her
23 departmental recall rights in accordance with the provisions expressed in Section
24 C.2. of this Article and in accordance with Article 12 upon providing medical
25 certification within two (2) years of the date of denial of the employee's ability to
26 return to their regular job responsibilities.

27
28 This option may only be exercised once every ten (10) years. The ten (10) year
29 period will be calculated from the date of the request of the medical layoff and
30 counting back for the prior ten (10) years. Employees recalled under this
31 provision shall not have such time treated as a break in service.

32
33 **4. Military Leave.** Whenever an employee enters into the active military service of
34 the United States, the employee shall be granted a military leave as provided
35 under Civil Service Commission Rule 2-14 and the applicable federal statutes.

36
37 **5. Leave for MSEA Office.** The Employer shall grant requests for leaves of
38 absence to employees in these Representational Units upon written request of
39 MSEA and upon written request of the employee, subject to the following
40 limitations:

- 41
42 a. The written request of MSEA shall be made to the employee's Appointing
43 Authority and shall indicate the purpose of the requested leave of absence.
44
45 b. If the requested leave of absence is for the purpose of permitting the
46 employee to serve in an elective or appointive office with MSEA, the request

1 shall state what the office is, the term of such office and its expiration date.
 2 This leave may cover the period from the initial date of election or
 3 appointment through the expiration of the term of office.
 4

- 5 c. If the requested leave of absence is for the purpose of permitting the
 6 employee to serve as a Staff Representative for MSEA, such leave shall be
 7 for a minimum of six (6) months renewable upon request of the employee, but
 8 shall not exceed three (3) years.
 9

10 **6. Waived Rights Leave of Absence.** The employee may request a waived rights
 11 leave of absence of up to one (1) year in those situations when an employee
 12 must leave his/her position for reasons beyond his/her control and for which a
 13 regular leave of absence is not granted. Under such requests, the privacy of the
 14 employee will not be violated. Employees do not have the right to return to State
 15 service at the end of a waived rights leave of absence but will have the
 16 continuous nature of their service protected, provided they return to work prior to
 17 the expiration of such leave. All requests for a waived rights leave of absence
 18 must be made to the employee's Appointing Authority in writing specifying the
 19 reason for the request. An employee granted a waived rights leave of absence
 20 may not carry any annual leave balance during such leave. The employee shall
 21 receive and be required to sign a written explanation containing the following
 22 statement of conditions for a waived rights leave of absence:
 23

24 "I understand that this leave is granted for the sole purpose of protecting my
 25 continuous service record and I waive all rights to return to employment at the
 26 expiration of the leave."
 27

28 **7. Maternity/Paternity Leave.** Upon written request an employee shall, after the
 29 birth of his/her child, or adoption of an infant under twelve (12) months of age, be
 30 granted maternity/paternity leave for up to six (6) months. Maternity leave shall
 31 commence immediately following the mother's medical leave or upon adoption of
 32 an infant under twelve (12) months of age. Paternity leave shall commence no
 33 later than six (6) weeks following delivery or upon adoption of an infant under
 34 twelve (12) months of age. The Employer may grant an extension of such leave
 35 upon the request of the employee, based on operational needs of the Employer.
 36

37 **D. Return from Leave of Absence.**

- 38 1. An employee returning from an approved leave of absence of six (6) months or
 39 less (other than waived rights) will be restored to a position in the employee's
 40 same classification and previous work location in the Labor and Trades
 41 Bargaining Unit or work site in the Safety and Regulatory Bargaining Unit.
 42
 43 2. An employee returning from an approved leave of absence of more than six (6)
 44 months (other than a waived rights) will be restored to a position in the
 45 employee's same classification and previous work location.
 46

ARTICLE 16

1 Where there is more than one work site in a work location, the Employer will
2 make a good faith effort to return the employee to their former work site or to as
3 close a work site as possible.

- 4
- 5 3. An employee who requests an earlier return to work prior to the expiration of the
6 approved leave (other than waived rights) may do so only with the approval of
7 the Appointing Authority.

8

9 For an employee who is approved to return early, the provisions of Subsection 2.
10 above will apply.

11

12 **E. School/Community Participation Leave.**

- 13 1. **Intent.** The parties recognize the positive role parental and other adult
14 involvement in school and community activities plays in promoting educational
15 and community success. The parties intend by this Section to foster employee
16 involvement in school sponsored activities and community programs.

- 17
- 18 2. **Leave Credits.** After 1040 hours of satisfactory State service, employees in a
19 permanent or limited term position shall annually receive eight (8) hours of paid
20 school/community participation leave to be used in accordance with the
21 provisions of this Section and the normal requirements for annual leave usage,
22 provided, however, that such leave may be utilized in increments of one (1) hour
23 if requested. The leave may be used to cover the employee's absence from their
24 scheduled work day for reasonable travel to, from and the duration of the eligible
25 activity or event.

26

27 School/community participation leave shall be credited to employees on October
28 1 of each year, and shall not carry forward beyond the fiscal year.

- 29
- 30 3. **Leave Usage.** The use of the leave is for active participation in school sponsored
31 secular activities by employees, and not for mere attendance at the activity or
32 event. Additionally, the leave is intended for pre-school education programs, k-
33 12 and adult literacy programs, and not college or university programs or events.
34 Employees may use the leave to participate in any school sponsored activity
35 including but not limited to, tutoring, field trips, classroom programs, and school
36 committees.

37

38 The leave may also be used for active participation in any structured secular
39 community activity sponsored by a governmental agency, or a non-profit
40 community organization or agency, and not for mere attendance at community
41 events. Employees may use the leave to participate in community activities such
42 as serving as a volunteer docent for the State of Michigan museum, making
43 deliveries for Meals on Wheels, and construction work for Habitat for Humanity.

44

45 Employees shall be permitted to use annual leave and other leave credits to
46 participate in school programs and community events in accordance with the

1 normal requirements for the use of such leave. Additionally, in accordance with
2 this Agreement and to the extent that operational considerations permit, an
3 employee may, with supervisory approval, adjust his/her work schedule to allow
4 attendance or participation in school activities and community events while
5 working the regular number of work hours.
6

7 To request school/community participation leave, employees shall complete a
8 School/Community Participation Leave form provided by the Employer.
9

10 **ARTICLE 17**

11 **PERSONNEL FILES**

12

13 **A. General.**

14 There shall be only one official personnel file maintained on each employee in
15 the Representational Units covered by this Agreement. Under no circumstances
16 shall an employee's medical file be contained in the employee's personnel file;
17 however, records of personnel actions based upon medical information may be kept
18 in personnel files.
19

20 **B. Access.**

21 Access to individual personnel files shall be restricted to authorized management
22 personnel, the employee and/or a designated MSEA Representative when
23 authorized in writing (through mail, e-mail or fax) by the employee. An employee
24 shall have the right, upon request, to review his/her personnel file at reasonable
25 intervals, generally not to exceed two (2) times in a contract year, and may be
26 accompanied by a designated MSEA Representative if the employee so desires. An
27 employee who requests in writing (through mail, e-mail or Fax) one or more
28 additional reviews shall state the purpose thereof. File review shall normally take
29 place at the location of the personnel file and during the Employer's normal work
30 hours. If a review during normal work hours would require an employee to take time
31 off from work, the Employer will provide some other reasonable time or place for the
32 review. As an alternative to rearranging the time or place for employee review,
33 employees may designate, in writing (through mail, e-mail or fax) an MSEA
34 Representative to conduct such review. Upon employee request, the Employer shall
35 make and furnish a copy of documents, or parts of documents, to the employee or
36 the designated MSEA Representative. The Employer may charge a reasonable fee
37 for duplicate copies previously furnished to the employee or Union, when requests
38 for such copies become excessive.
39

40 **C. Employee Disagreements.**

41 An employee may request the Employer to correct or remove information from
42 the employee's personnel file with which the employee disagrees. Such request
43 shall be in writing (through mail, e-mail or fax), shall specify with particularity that
44 record, or part of a record, with which he/she disagrees, and how the employee
45 proposes to correct the record. The Employer shall either correct or remove such
46

ARTICLE 17

1 disputed information or deny the employee request in writing. In the absence of an
2 agreement between the Employer and the employee, the employee may file a
3 grievance or submit a written statement to the Employer explaining the
4 disagreement, which statement in combination with any other such written
5 explanatory statement shall not exceed five (5) sheets of 8-1/2 inch by 11-inch
6 paper. Such employee statement(s) shall remain in the personnel file as long as the
7 original information, with which the statement reports disagreement, is a part of the
8 file.

9 10 **D. Employee Notification.**

11 A copy of any disciplinary action or material related to employee performance
12 which is placed in the personnel file shall be provided to the employee (the
13 employee so noting receipt, or the supervisor noting employee refusal to
14 acknowledge receipt) or sent by certified mail (return receipt requested) to the
15 employee's last address appearing on the Employer's records.

16 17 **E. Non-Employment Related Information.**

18 Detrimental information not related to the employee's employment relationship
19 shall not be placed in the employee's personnel file.

20 21 **F. Confidentiality of Records.**

22 This Article shall not be construed to expand or diminish a right of access to
23 records as provided in Act 442 of the Public Act of 1976, or as otherwise provided by
24 law.

25
26 The Employer will not release an employee's final disciplinary action record to
27 other than the authorized representative(s) of the Employer or the designated MSEA
28 Representative with the employee's written permission, unless the Employer
29 furnishes the employee with written notice of such release on or before the day the
30 information is released. Such notice may, at the Employer's discretion, be provided
31 to the employee by first-class mail at the employee's home-of-record, or at the work
32 location.

33
34 This provision shall not prohibit the Employer from releasing such information where:

- 35
36 1. The employee has waived the right to written notice as part of a written, signed
37 employment application with another Employer; or
38
39 2. The disclosure is ordered in a legal action or arbitration to a party in that legal
40 action or arbitration;
41 3. The information is requested by and provided to a government agency as a result
42 of a claim or complaint by an employee with such government agency.

43 44 **G. Expunging Records.**

45 Upon employee request, records of disciplinary actions/interim service ratings
46 shall be removed from an employee's file twenty-four (24) months following the date

1 on which the action was taken or the rating issued, provided that no new disciplinary
2 action/interim service rating has occurred during such twenty-four (24) month period.
3 Written reprimands/formal counseling forms shall be removed from an employee's
4 file after twelve (12) months of satisfactory performance during which the employee
5 has not received less than a satisfactory service rating, been the subject of
6 disciplinary action, or received further written reprimands/formal counseling for the
7 same or similar reason(s). These provisions shall not prohibit the Employer from
8 maintaining records of disciplinary action arising out of violations of prohibited
9 practices as defined in the Civil Service Rules and Regulations. The provisions of
10 this Section shall apply retroactively. Any record eligible to be expunged under this
11 Section shall not be used in any subsequent hearing concerning the employee. No
12 disciplinary action maintained on an electronic Employee History Record, eligible for
13 expungement, shall be admissible in any step of the grievance procedure.

14
15 For purposes of computing time for expunging records under this Section, time
16 spent on medical leave of absence shall not be counted.

17 18 **H. Confidentiality of Medical Records.**

19 To insure strict confidentiality, medical reports and records made or obtained by
20 the Employer relating to an employee shall not be contained in nor released in
21 conjunction with the employee's personnel file. Only authorized representatives of
22 the Employer, the employee, and MSEA Representatives authorized by the
23 employee in writing, (and signed by the employee) shall possess or have access to
24 such employee medical reports or records, including records prepared by a private
25 physician, rehabilitation facility, or other resource for professional medical
26 assistance.

27
28 This provision shall not prohibit the Employer from placing information in the
29 employee's medical file which reflects Employer-initiated correspondence with a
30 medical practitioner, or the employee, regarding diagnoses, prognoses, and fitness
31 for employment, or absences from work associated therewith, nor from placing
32 copies of records and reports containing conclusions by the Employer concerning
33 the employee's fitness for duty based upon proper medical records and reports.
34 This file may be reviewed by the employee and/or the employee's representative in
35 the same fashion as the personnel file.

36
37 The Employer shall not be prohibited from furnishing or otherwise releasing
38 medical records or reports made or obtained by the Employer where such release is
39 specifically required to process a grievance which involves the use or interpretation
40 of such reports or records by the Employer, to a legal action or arbitration, or to a
41 complaint or claim filed with a government agency by an employee.

ARTICLE 18
MSEA REPRESENTATION

A. MSEA Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented in the grievance procedure by a Steward or Chief Steward, a departmental caucus spokesperson and/or a MSEA Staff Representative in accordance with the following:

1. **Work Location Definition.** For the purposes of this Article only, a work location is a county or a facility within a county, or in those instances where employees have a geographical area of assignment greater or lesser than a county, the geographical area of assignment shall be considered the work location.
2. At work locations of a Department, MSEA may designate Steward(s) to represent such employees at such work locations. A Steward shall lose no normal pay or leave credits while representing employees at the same work location.
3. Stewards or Chief Stewards operating within jurisdictional areas as agreed to in secondary negotiations shall lose no normal pay or leave credits while representing employees within the jurisdictional area or for related travel between work locations within the jurisdictional area.
4. Where no Steward or Chief Steward is authorized or designated, or one designated is temporarily not available, MSEA may designate any employee covered by this Agreement to act as a temporary representative, provided that if such employee is employed at another work location or in another Department he or she shall be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave. Such employee may represent employees across departmental lines.
5. Employees whose unplanned absence would remove service from an area shall not be designated by MSEA as a temporary representative under this Section.
6. Stewards or Chief Stewards shall be employed in or on leave from a classification in one of the Bargaining Units covered by this Agreement.
7. The issue and manner of release of department caucus spokespersons to represent a Bargaining Unit member shall be a proper subject of secondary negotiations.

B. Chief Stewards.

MSEA may designate one (1) Chief Steward per forty (40) employees or fraction thereof in a department. Chief Stewards, designated by MSEA, shall have preference in employment retention in the event of layoff and bumping. If the Chief Steward is unable to exercise a bumping preference in accordance with Article 12 (d), then that Steward may request placement to a vacant Bargaining Unit position

1 that is recognized by the Civil Service Commission on the pre-authorized lateral job
2 change list, provided by the Employer to MSEA, in existence at the time of the layoff.
3 A Chief Steward may also be designated as a Steward at a work location. At a work
4 location where no Steward has been authorized by secondary negotiations or the
5 designated Steward is not available, the Chief Steward may act as a temporary
6 Steward without loss of pay within jurisdictional areas as determined in secondary
7 negotiations.

8
9 MSEA shall furnish to the Employer in writing the names of the designated Chief
10 Stewards with their jurisdictions and work locations, and the names of Stewards with
11 their work locations or their jurisdictions. MSEA shall do so within thirty (30) work
12 days after the effective date of this Agreement. Any changes or additions thereto
13 shall be forwarded to the Employer by MSEA in writing as soon as such changes are
14 made.

15
16 The effective date of a Steward or Chief Steward designation shall be no earlier
17 than ten (10) work days following the date of notice to the State Employer.

18
19 Under no circumstances shall a Chief Steward be entitled to preference in
20 employment retention unless MSEA has provided such designation in writing to the
21 Employer at least thirty (30) days prior to the issuance of a layoff notice.

22 23 **C. Release of MSEA Representatives.**

24 No Steward or Chief Steward shall leave his/her work to engage in employee
25 representation activities authorized by this Agreement without first notifying and
26 receiving approval from his/her supervisor or designee. Such approval shall
27 normally be granted and under no circumstances shall unreasonably be denied. In
28 the event that approval is not granted for the time requested by such MSEA
29 Representative, MSEA, at its discretion, may either request an alternate MSEA
30 Representative or have the activity postponed and rescheduled. In making such
31 request, MSEA will provide timely representation so that the activity would not be
32 unreasonably delayed.

33 34 **D. Union Leave.**

35 If any MSEA Representative(s) is expected to spend more than 25% (520 hours)
36 of the contract work year (beginning the effective date of this Agreement) in
37 representation activities, he/she may be so designated and identified by MSEA.
38 Such employees may be placed on "Union leave" by the Employer. They shall be
39 relieved of all work duties during the course of such leave; and MSEA shall
40 reimburse the State for the gross total cost of such employee(s) wages, and the
41 Employer's share of premiums for all insurance programs. A contract work year is
42 defined as a twelve (12) month period.

43
44 The employee's status for pay, benefits, insurance, retirement and other benefits
45 shall be identical to administrative leave. The request for Union leave and the
46 approval by the Employer and the acceptance by the employee shall constitute an

ARTICLE 18

1 acknowledgment that the employee is to be considered as an employee of the Union
2 during the leave. Should an administrative board or court rule otherwise, MSEA
3 shall indemnify and hold the Employer harmless from any Worker's Compensation
4 claims by that employee arising during or as a result of the Union leave. If a Union
5 Representative actually uses 520 hours paid administrative leave during a contract
6 work year the parties will meet and confer regarding a resolution.

7
8
9 **ARTICLE 19**
10 **LABOR-MANAGEMENT MEETINGS**

11
12 **A. Purpose.**

13 Labor-Management Meetings shall be for the purpose of maintaining
14 communications in order to cooperatively discuss and resolve problems of mutual
15 concern to the parties.

16
17 Agenda items to be discussed at such meetings are to be submitted at least
18 seven (7) calendar days in advance of the scheduled meeting dates. The method of
19 establishing an agenda shall be a proper subject in secondary negotiations at the
20 request of either party. Appropriate subjects for the agenda are:

- 21
22 1. Administration of the Agreement.
- 23
24 2. General information of interest to the parties.
- 25
26 3. Expression of employees' views or suggestions on subjects of interest to
27 employees of the Representation Units covered by this Agreement.
- 28
29 4. Recommendations of the Health and Safety Committee on matters relating to
30 employees of Representation Units covered by this Agreement.
- 31
32 5. Items agreed to in other Articles of this Contract.

33
34 Department or Agency Representatives are encouraged to notify MSEA of
35 administrative changes intended by the Employer, which may significantly affect
36 employees in Representation Units covered by this Agreement and to meet with a
37 MSEA Staff Representative upon MSEA's request concerning such change. Failure
38 of the Employer to provide such information shall not prevent the Employer from
39 making such changes, however, such changes shall be proper subjects for future
40 Labor-Management Meetings. Such meetings shall not be considered or used for
41 negotiations, nor shall they be considered or used for a substitute for the grievance
42 procedure.

43
44 Employees, stewards, MSEA representatives, supervisors, managers, and
45 department representatives shall, throughout all labor-management proceedings,

1 treat each other with courtesy, and no effort shall be made by either party to harass
2 or intimidate the other party.

3
4 The timeframe and manner of response to agenda items shall be a proper
5 subject of secondary negotiations.
6

7 **B. Representation.**

8 MSEA shall designate its Representatives to such meetings in accordance with
9 this Section. The number of MSEA Representatives to participate in such meetings
10 at all levels shall be determined through secondary negotiations.
11

12 It is the intent of the parties to minimize time lost from work. Therefore, Labor-
13 Management Meetings shall be established to cover the concerns of employees in
14 the Representation Units exclusively represented by MSEA.
15

16 **C. Scheduling.**

17 Departmental-level Labor-Management Meetings shall be scheduled upon
18 request of either party, but not more frequently than on a monthly basis or twelve
19 (12) times per year, except as may be mutually agreed on a case-by-case basis.
20 Where no items are placed on the agenda at least seven (7) calendar days in
21 advance of scheduled meetings, such meetings need not be held.
22

23 The scheduling of meetings at the Agency or Facility level shall be determined in
24 secondary negotiations.
25

26 **D. Pay Status of MSEA Representatives.**

27 Up to the limit established in secondary negotiations MSEA Representatives to
28 Labor-Management Meetings shall be permitted time off from scheduled work
29 without loss of pay for necessary travel and attendance at such meetings. Based on
30 operational needs, MSEA member representatives will be authorized administrative
31 leave for no more than the number of hours in their regularly scheduled work day for
32 each day's session to cover travel time and attendance at the Labor-Management
33 Meeting. Administrative leave for the purposes of travel will be allowed at the rate of
34 one (1) hour for each fifty (50) miles or portion thereof to and from the meeting site.
35 Travel expenses and or overtime shall not be authorized for attendance at Labor-
36 Management Meetings.
37

38 **E. State Employer.**

39 As may be mutually agreed, the State Employer may meet with representatives
40 of MSEA. Discussions at these meetings shall include, but not be limited to,
41 administration of this Agreement.
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ARTICLE 20
WORK RULES

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3
4 In accordance with Article 5 of this Agreement, Management Rights, and in
5 accordance with the Rules of the Michigan Civil Service Commission, the Employer
6 has the unlimited right to make reasonable work rules, including, but not limited to,
7 operational procedures and guidelines, which regulate conduct, safety and health of
8 employees. Additions to or changes in work rules promulgated by the Employer
9 which are generally applicable to employees in these Units shall be provided to
10 MSEA Central Office at least 30 calendar days prior to their effective date in non-
11 emergency situations. Should MSEA wish to discuss such work rules prior to their
12 effective date they shall so request as soon as possible but no later than 10 calendar
13 days prior to their effective date. Work rules promulgated on a local basis shall be
14 discussed locally. Work rules promulgated on a departmental level shall be
15 discussed at the departmental level. It is the intention of the parties that such
16 discussions shall be held in an informal context and shall not require the convening
17 of a Labor-Management Committee Meeting. If after timely notice by the Union such
18 meeting cannot be held prior to the implementation date because of Management's
19 unavailability, the implementation shall be delayed until such meeting can be held.
20 Rule changes established in emergencies shall be promulgated as soon as possible.
21 MSEA shall have the right to timely grieve the reasonableness of a work rule.
22

23 Work rules shall be discussed at the initiative of either party in Labor-
24 Management Committee Meetings.
25

26
27 **ARTICLE 21**
28 **GROOMING AND ATTIRE**
29

30 The Employer and MSEA agree that employees have an obligation to maintain
31 reasonable grooming and attire standards which bear a reasonable relationship to
32 their work.
33

34 The Employer will not be arbitrary or capricious when requiring any employee to
35 conform to any standards.
36

37 The type of grooming or attire standard shall be determined in secondary
38 negotiations.
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ARTICLE 22
HEALTH AND SAFETY

A. General.

The Employer and MSEA will cooperate in the objective of eliminating safety and health hazards. The Employer will attempt to provide a safe and healthful place of employment free from recognizable hazards. The Employer will furnish protective clothing and equipment and provide required training in accordance with those standards established by the Department of Licensing and Regulatory Affairs and/or Community Health.

It is recognized that emergency circumstances may arise, and the Departmental Employer is authorized to make satisfactory arrangements for immediate protection of the affected employees, patients, clients, residents, and the general public in an expeditious manner.

B. First Aid Equipment.

First aid equipment shall be provided at appropriate locations in the work place. The first aid equipment will contain appropriate supplies to handle situations that might reasonably be expected to arise at that work place. The first aid equipment shall be adequately maintained and checked at intervals sufficient to insure that supplies are replaced and up-to-date.

C. Buildings.

The Employer will maintain all State-owned buildings, facilities, and equipment in accordance with the specific written order(s) of the Michigan Departments of Licensing and Regulatory Affairs and/or Community Health. Where facilities are leased by the Employer, the Employer shall assure that such facilities comply with the order(s) of the Michigan Departments of Licensing and Regulatory Affairs and/or Community Health.

D. Medical Examinations.

Whenever the Employer requires an employee to submit to a medical examination or medical test, including x-rays or inoculations, by a licensed medical practitioner selected by the Employer, the Employer will pay the entire cost of such services provided that the employee uses the services of the practitioner selected by the Employer. With the consent of the Employer, the employee may use another medical practitioner and the Employer will pay the excess costs not covered by the employee's health insurance program. Employees required to take a gynecological examination may be examined by a practitioner mutually acceptable to the employee and the Employer. In the absence of mutual agreement regarding a required gynecological examination, the parties will select a physician from recommendations by a county or local medical society, by alternate striking if necessary. All pre-employment physical plans affecting current Bargaining Unit members shall be submitted to MSEA.

ARTICLE 22

E. Foot Protection.

The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the employee to purchase approved safety shoes, the allowance paid by the Employer for the purchase of required safety shoes shall be the actual cost of such shoes up to a maximum reimbursement as allowed in Article 43, Section W. Employees shall have the right to purchase such safety shoes utilizing the allowance provided therein.

F. Protective Clothing.

The issue of the Employer providing other apparel, purpose of which is to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing job duties, may be taken up in departmental secondary negotiations.

The types of apparel items to be discussed pursuant to this Sub-section shall include, but not be limited to: biological, radioactive, or chemical protective clothing; seasonal protective clothing; hard hats and fire resistant clothing for operators of fire suppression vehicles; helmets, boots, gloves and abrasion resistant clothing for motorcycle operators; steel-toed boots for operators of mechanized mowers; and welding protective apparel.

G. Safety Glasses.

The Employer reserves the right to require the wearing of suitable eye protection by employees. In such cases, the Employer will provide such eye protection devices or, if the Employer requires the employee to purchase approved safety glasses, the Employer will furnish such glasses. If an employee needs corrective safety glasses, the Employer shall also continue to furnish such glasses in the proper size after the employee has presented the required prescription. Coverage for examinations shall be in accordance with Article 43, Section F., Vision Care Insurance.

H. Safety Inspection.

When the Michigan Department of Licensing and Regulatory Affairs, or Community Health inspects a State facility in which Bargaining Unit members are employed, a designated local MSEA Representative will be notified by the Employer and, consistent with the operational needs of the Employer, be released from work without loss of pay to accompany the Inspector in those parts of the facility where such Unit members are employed. MSEA may designate an employee to accompany an Inspector under the provisions of this Section in the absence of a designated MSEA Representative on the premises. Otherwise there shall be no obligation of the Employer except notification to MSEA. An employee who acts as a designated MSEA Representative for the purposes of this Section shall not be paid for time spent outside the employee's regularly scheduled working hours. Such safety inspections may be requested to MIOSHA by MSEA when there is reason to believe that a health or safety hazard exists in a particular work site.

I. Contagious Diseases.

1
2 In accordance with departmental policies, in Community Health facilities,
3 Veteran's homes, Correctional facilities, Education institutions, and FIA institutions,
4 the Employer will, when a source of possible contagion becomes known, isolate
5 such source if possible and notify the employees and the Union of the source, the
6 possible contagion, the isolation steps taken, and those further precautions which
7 will be required to avoid contagion.

8
9 The Employer shall provide necessary supplies, training and equipment for such
10 precautions. The parties recognize that an individual's rights regarding
11 confidentiality may not be violated. However, employees' right to know shall be in
12 accordance with applicable statutes.

13
14 The Employer acknowledges that the issue of contagious diseases and exposure
15 to communicable diseases is of significant concern to MSEA Bargaining Unit
16 employees. The parties agree that the Employer shall abide by the
17 recommendations of CDC and MIOSHA and any appropriate local health
18 department related to contagious diseases and that they shall consider
19 recommendations by the U.S. Department of Health and Human Services and the
20 U.S. Department of Labor.

21
22 The Employer agrees to provide information to the MSEA as appropriate and in
23 accordance with applicable statutes.

24
25 The Employer will establish and/or continue a contaminated waste disposal
26 system in accordance with CDC and the Michigan Department of Community Health
27 Guidelines.

28
29 In accordance with CDC guidelines, protective garments such as gloves, gowns,
30 aprons, masks, etc. shall be readily accessible to an employee who deals with
31 individuals whose behavior or actions indicate a need for a protective barrier. The
32 issue of which protective garments or devices are appropriate for Bargaining Unit
33 employees in the course of performing their job duties shall be a proper subject for
34 secondary negotiations.

J. Health and Safety Committee.

35
36
37 1. Statewide Committee. A statewide joint committee on health and safety will be
38 established consisting of two (2) representatives of the Union appointed by the
39 Union and two (2) representatives of the Employer appointed by the Office of
40 State Employer, hereinafter referred to as the State Committee. Each party will
41 make a good faith effort to appoint at least one (1) member who has professional
42 training in industrial hygiene or safety.

43
44 The Committee shall meet at least quarterly at mutually agreeable times and
45 places. Agendas will be established in advance. Minutes will be prepared for
46 each meeting and a copy given to the committee members. The charge of this

ARTICLE 22

1 Committee shall be to examine statewide policy issues regarding health and
2 safety as it affects Bargaining Unit employees. The Committee shall also make
3 recommendations pursuant to its findings.
4

- 5 2. The Employer agrees that when Health and Safety Committees have been
6 established by secondary negotiations, one member may be appointed by
7 MSEA. The MSEA Representative on such Committee will serve both
8 Bargaining Units and will be on leave without loss of pay while at meetings of the
9 Committee. Such Committee may meet bimonthly at the request of either party
10 for the purpose of identifying and correcting unsafe or unhealthy working
11 conditions which may exist. Items to be included on the agenda for such
12 meetings must be submitted at least seven (7) calendar days in advance of
13 scheduled meeting dates. Where no items are timely submitted, no such
14 meetings shall be held.
15

16 When the Employer introduces new personal protective apparel or extends the
17 use of protective apparel to new work areas or issues new rules relating to the
18 use of protective apparel, the matter will be discussed at the first feasible
19 meeting of the Health and Safety Committee.
20

21 Advice of the Health and Safety Committee, together with supporting
22 suggestions, recommendations, and reasons shall be submitted to the
23 Appointing Authority or his/her designee for consideration, and for such action as
24 may be deemed necessary.
25

K. Compliance Limitations.

27 If recommendations under Section J. above have not been acted upon within
28 three (3) months, MSEA may grieve alleged unsafe or unhealthful conditions which
29 are the subject of such recommendations commencing at Step Three of the
30 Grievance Procedure provided in this Agreement; provided, that where a clear and
31 present danger exists, MSEA may grieve at any time at Step Two. The Employer's
32 compliance with Section J is contingent upon the availability of funds. If the
33 Employer is unable to meet the requirements of any Section of this Article due to
34 lack of funds, the Employer shall make a positive effort to obtain the necessary
35 funds.
36

L. Safety Evacuation Plans.

38 Upon MSEA's request, each Agency or work location shall submit a copy of its
39 evacuation plan to MSEA for review and comment.
40

M. Obligation of MSEA and Employees.

42 MSEA and all employees will cooperate and comply with the objectives and
43 requirements of this Article and with State and Employer Work Rules pertaining to
44 safety and health.
45
46

N. Employee Services Referral Program.

The parties recognize that employees who are experiencing work-related problems or personal concerns, including, for example, alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness, may demonstrate less than satisfactory attendance and job performance.

The Employer agrees, to the financial extent possible, and without detracting from the existing Management Rights and employee job performance obligations, to provide and maintain an Employee Services Referral Program, to the extent of advising employees relative to counseling and other reasonable or appropriate work performance improvement services available to employees where necessary.

MSEA agrees to cooperate with the Employer in encouraging employees afflicted with any condition agreed to herein to participate in this program, if offered.

Absence of referral to such program, if provided, or failure to provide such program, shall not diminish or abridge in any way the Employer's right to discipline for just cause.

MSEA agrees to make a good faith effort to have Stewards attend training sessions sponsored by the Department of Civil Service on the Employee Services Referral Program. The Employer agrees that Stewards scheduled for such training shall be permitted time off from regularly scheduled work activities without loss of pay.

ARTICLE 23
PROBATIONARY EMPLOYEES

A. Definition.

1. An initial probationary employee shall be an employee who has not been certified as having satisfactorily completed the initial probationary employment period as required by the Civil Service Rules and Regulations.
2. A continuing probationary employee shall be an employee who has completed the initial probationary period and has subsequently been appointed to a new class, or level, and is required to satisfactorily complete a new probationary period.
3. An initial or continuing probationary employee who is being given a less than satisfactory service rating shall be entitled, upon request in accordance with Article 9, Section B., to the presence of a Union Representative at the disciplinary conference.

ARTICLE 23

1 **B. Effect of Separation.**

2 An individual having separated from State service and no longer having
3 reinstatement rights shall be required to serve an initial probationary period.
4

5 **C. Application of Provisions.**

6 Continuing probationary and initial probationary employees shall be covered by
7 the provisions of this Agreement except as specifically indicated otherwise in an
8 Article(s) of this Agreement.
9

10
11 **ARTICLE 24**
12 **SUPPLEMENTAL EMPLOYMENT**
13

14 Supplemental employment is permitted under the following conditions:
15

- 16 1. That the additional employment must in no way conflict under this Article or
17 under present Civil Service Rules with the employee's hours of State
18 employment, or in quantity or interest conflict in any way with satisfactory and
19 impartial performance of State duties.
20
- 21 2. That the employee will provide the written notice to the Appointing Authority
22 before engaging in any supplemental employment for the primary purpose of
23 addressing any potential conflict of interest. The Employer will respond to such
24 notice as soon as possible, but no later than ten (10) work days. If the Employer
25 does not respond within the ten (10) work day period, in the event the employee
26 accepts the supplemental employment, the employee shall not be subject to
27 discipline related to the initial acceptance of such supplemental employment.
28 This provision does not waive the Employer's right as described in Section 5 of
29 this Article.
30
- 31 3. That the employee keep the Appointing Authority informed of contemplated
32 changes in supplemental employment.
33
- 34 4. The Employer's decision to deny supplemental employment shall not be made in
35 an arbitrary or capricious manner.
36
- 37 5. Should the Employer determine that an employee's supplemental employment
38 interferes with his/her regular work, exceeds departmental guidelines, or is in
39 violation of this Agreement, he/she will be given a written explanation of the
40 reason for the denial, and reasonable time to promptly terminate his/her
41 supplemental employment before being disciplined, requested to resign State
42 service or involuntarily terminated. In situations of conflict of interest in
43 supplemental employment which violates Civil Service Rules, the supplemental
44 employment will be immediately terminated.
45

1 6. In the event that supplemental employment is denied by the Employer, the
2 employee may file a grievance under the expedited procedure where the
3 employee representative may verbally contact the Step 2 Employer
4 representative, explain the situation, and request an expedited grievance
5 response.
6

7 Every effort will be made to resolve the grievance prior to the date the
8 employment is scheduled to begin including discussion of changes or modifications
9 (if any) that would eliminate the conflict.
10

11 This Article shall not be construed to limit or abridge the Employer's right to take
12 appropriate disciplinary action in response to violation of Civil Service Rules and/or
13 failure to provide prior notification of supplemental employment to the Employer.
14

15
16 **ARTICLE 25**
17 **NON-DISCRIMINATION**
18

19 The Employer agrees to continue its policy against all forms of illegal
20 discrimination including discrimination with regard to race, creed, color, national
21 origin, sex, age, disability, height, weight, marital status, religion, political belief or
22 sexual orientation or genetic information that is unrelated to the person's ability to
23 perform the duties of a particular job or position.
24

25 MSEA agrees to continue its policy to admit all persons otherwise eligible to
26 membership and to represent all members without regard to race, creed, color,
27 national origin, sex, age, disability, height, weight, marital status, religion, political
28 belief or sexual orientation or genetic information that is unrelated to the person's
29 ability to perform the duties of a particular job or position.
30

31 In the event MSEA identifies concerns over any specific incident(s) of conduct in
32 the workplace by management, supervisory staff, and/or Bargaining Unit employees,
33 which are not otherwise addressed through agency work rules, Civil Service Rules
34 and Regulations, or this Agreement. Upon request, MSEA and the Office of the
35 State Employer shall meet to review and attempt to resolve the concerns.
36

37 There shall be no discrimination, interference, restraint, or coercion by the
38 Employer or the Employee Representative against any member because of MSEA
39 membership or because of any activity permissible under the Civil Service Rules and
40 Regulations and this Agreement.
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ARTICLE 26

ARTICLE 26
SEXUAL HARASSMENT

No employee shall be subjected to sexual harassment by another employee during the course of employment in the State classified service.

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

- A. Repeated or continuous conduct which is sexually degrading or demeaning to another person.
- B. Conduct of a sexual nature which adversely affects another person's continued employment, wages, advancement, tenure, assignment of duties, work shift or other conditions of employment.
- C. Conduct of a sexual nature that is accompanied by a threat, either expressed or implied, that continued employment, wages, advancement, tenure, assignment of duties, work shift, or other employment conditions may be adversely affected.

ARTICLE 27
SMOKING

The Employer and MSEA agree that smoking of any legal tobacco product is a privilege of the employee. However, the Employer will make every reasonable effort to provide a smoke-free work area for those employees who request it.

Smoking will not be permitted in any area where it is prohibited by law, fire or safety regulations. Smoking areas will be posted in a noticeable fashion, as required by law. Any area designated by law, fire or safety regulations as a nonsmoking area will be posted as such.

The Employer's obligation under this Article will be consistent with available space and other operational requirements. This Article shall not be subject to the grievance procedure. However, modifications or changes in this area must be reviewed by the Health and Safety Committee prior to implementation. Employees will cooperate with the Employer and with each other to respect each others' right to work in a healthful air environment. Efforts will be made by employees to minimize smoking that causes genuine discomfort to fellow employees or to confine smoking to expressly designated areas. To the extent possible, the Employer will designate a portion of all dining area(s) as a nonsmoking area.

ARTICLE 31
OPERATION OF STATE MOTOR VEHICLES

A. General.

Any endorsement required on a personal operator's license which is required to operate a State motor vehicle or other motorized equipment will be paid for by the Employer. Any vehicle or other motorized equipment having faulty operator and/or passenger safety restraints or devices which are required by law will not be put into service except in an emergency situation. All employees will be expected to use such safety restraints.

Employees will be expected to operate State motor vehicles and other motorized equipment in accordance with applicable laws and in a safe manner.

Employees using State owned vehicles who, due to the nature of their employment may be required to become involved in high speed or pursuit driving, shall be given comprehensive training in precision driving techniques similar to that given to State Police. All employees required to take this training shall do so no less than once every five years.

B. Commercial Drivers License.

The parties agree that under Act 346 of 1988 certain employees may be required to obtain and retain a Commercial Driver License (CDL) to continue to perform certain duties for the State.

Wherever 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:

1. The Employer will reimburse the cost of the required CDL Group License and Endorsements for those employees in positions where such license and endorsements are required.
2. 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.
3. 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.

- 1 4. Employees reassigned to a position requiring a CDL shall be eligible for
2 reimbursement and administrative leave in accordance with paragraphs 1., 2.
3 and 3. of this Section.
4
- 5 5. Employees who transfer, promote, bump, or are recalled to a position requiring a
6 CDL are not eligible for reimbursement for obtaining the initial CDL but shall be
7 eligible for reimbursement for renewal.
8
- 9 6. Employees who fail to obtain, or retain, a CDL may be subject to removal from
10 their positions. Employees who fail required tests may seek a 90-day extension
11 of their current license, during which the Employer will retain the employee in
12 their current, or equivalent position. The Employer shall not be responsible for
13 any fees associated with such extensions. At the end of the 90-day extension, if
14 the employee fails to pass all required tests, the employee may be reassigned at
15 the Employer's discretion, in accordance with applicable contractual provisions,
16 to an available position not requiring a CDL for which the employee is qualified,
17 or, if no position is available the employee will be laid off without bumping rights
18 and will be placed on the departmental recall list, subject to recall in accordance
19 with the Agreement. Those employees not choosing to extend their license for
20 the 90-day period will be removed from their positions at the expiration of their
21 current license and may be reassigned at the Employer's discretion, in
22 accordance with applicable contractual provisions, to an available position not
23 requiring a CDL for which the employee qualifies, or, if no position is available
24 they will be laid off without bumping rights and will be placed on the departmental
25 recall list.
26
- 27 7. Employees required to obtain a medical certification of fitness shall have the
28 "Examination to Determine Physical Condition of Drivers" form filed in their
29 medical file. A copy of the "Medical Examiners Certificate" shall be filed in their
30 personnel file. The Employer agrees to pay for the examination and to grant
31 administrative leave for the time necessary to complete the examination.
32

33 When the Employer evaluates sick leave usage, the Employer will take into
34 consideration that certain employees may have been absent on approved sick leave
35 as a result of 1) failing to pass their physical examination, or 2) advice by a physician
36 that prescribed medication will adversely impact on their ability to perform safety
37 sensitive functions. Any counseling/disciplinary actions based on the employee's
38 overall record will exclude this (these) absence(s).
39

40 This Section shall not apply to non-employees who may be required to have the
41 CDL as a condition of employment, nor to employees whose license is suspended or
42 revoked.
43
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46

1 **C. Drug and Alcohol Testing under the Omnibus Transportation Employees**
2 **Testing Act of 1991.**

3 The Omnibus Transportation Employees Testing Act of 1991 (Act) and its
4 implementing regulations provides that employees subject to performing safety
5 sensitive functions, as defined by the Act and/or accompanying regulations, are
6 subject to pre-employment, random, post-accident, reasonable suspicion, return-to-
7 duty and follow-up drug and/or alcohol testing. The parties agree that to protect the
8 safety of employees and the public, the workplace should be free from the risks
9 posed by using controlled substances and alcohol.

10
11 The parties further recognize that the abuse of alcohol and controlled substances
12 is a treatable illness and the parties will make reasonable efforts to provide
13 assistance to employees in need of help prior to required testing under the Act. An
14 employee services program is currently available to employees with personal
15 problems, including those associated with alcohol and a controlled substance use.

16
17 **1. Self-Identification.**

18 Both the Employer and the Union will encourage employees to seek professional
19 assistance whenever necessary. An employee who voluntarily discloses a problem
20 with use of a controlled substance or alcohol abuse shall not be disciplined for such
21 disclosure, provided the employee discloses the problem prior to being subject to
22 testing under the Act, i.e. (a) has not been selected for random testing, (b) is not in
23 the process of complying with post-accident testing, (c) is not currently being
24 required to submit to reasonable suspicion testing, (d) is not undergoing pre-
25 employment testing for re-placement into the pool, etc. The employee shall be
26 referred to a Substance Abuse Professional (SAP). Employee absences will be
27 covered by available leave credits, or a medical leave of absence in accordance with
28 Article 16, Leaves of Absence, of this Agreement.

29
30 **2. Education and Training.**

31 The Employer agrees to supply the Union a copy of all educational material
32 provided to Bargaining Unit employees in conjunction with this Act.

33
34 **3. Request for Proposal (RFP) and Contract Award.**

35 The Employer will provide the Union with a copy of the RFP regarding contracts
36 for drug and alcohol testing of Bargaining Unit employees who may be subject to the
37 Act, prior to sending it out to potential bidders. The Employer will provide the Union
38 with a copy of any subsequent contract award.

39
40 **4. Pay Status of Employees.**

41 Time spent at the collection site for an alcohol and/or controlled substance test,
42 including necessary travel time, will be considered as work time. The Employer shall
43 pay for the cost of drug and/or alcohol tests administered under the random, post-
44 accident, and reasonable suspicion testing provisions of the Act or a test required
45 when a current employee enters or re-enters the testing pool, except that the

1 Employer may not be responsible for the cost of any split sample testing related to
2 such tests. See Article 53, Section D.1.

3
4 Employees tested under the reasonable suspicion provisions for controlled
5 substance use may be removed from the work site and placed on available leave
6 credits until receipt of the drug test results. In the event that the test results are
7 negative, the leave credits will be restored and the employee shall be considered to
8 have been in work status for the period of the absence from regularly scheduled
9 work activities.

10
11 **5. Availability for Unscheduled Work Assignment.**

12 Employees who are contacted outside their regular work schedule and requested
13 to report for previously unscheduled work duty shall not be subject to discipline for
14 advising the Employer that they believe they would be in violation of the Act if they
15 were to report for duty.

16
17 **6. Union Representation.**

18 Employees may confer with an available Union Representative onsite (if
19 available on-site), or a co-worker onsite (if available on-site), or through a telephone
20 conference, whenever an employee is directed to submit to a reasonable suspicion
21 alcohol or controlled substance test, provided such contact will not unreasonably
22 delay the testing process.

23
24 **7. Documentation for Reasonable Suspicion Testing.**

25 The Employer will utilize the form in Appendix K for describing the observations
26 concerning the appearance, behavior, speech or body odors of the employee that
27 were made by the supervisor (and witness, if any), and communicated to the
28 Departmental Drug/Alcohol Testing Coordinator (DATC) or DATC designee, which
29 gave reason for reasonable suspicion testing of the employee.

30
31 **8. Alternative Duty Assignment.**

32 When the prescribing physician determines that an employee should not be
33 assigned to operate a commercial motor vehicle or perform other safety sensitive
34 functions because the employee is using a controlled substance pursuant to a
35 prescription, the employee may be assigned, at the Employer's discretion, to
36 alternative duties. If the Employer does not elect to make such a temporary
37 assignment, the employee's absence shall be covered by available leave credits.

38
39 **9. Refusal to Submit to Testing.**

40 Refusal to submit to any drug or alcohol test under provisions of the Act shall be
41 treated as a positive test result: a) for controlled substances, or b) alcohol, at the
42 .04% level.

43
44 **10.** The Employer may impose discipline, up to and including dismissal, for violation
45 of this Article. All discipline for violation of any provision of this Article shall be
46 subject to the provisions of Article 9 regarding discipline.

ARTICLE 31

1 **11. Controlled Substances.**

2 No driver shall report for duty or remain on duty requiring the performance of
3 safety sensitive functions when the driver uses any controlled substance, except
4 when the use is pursuant to the instructions of a physician who has advised the
5 driver that the substance does not adversely affect the driver's ability to safely
6 operate a commercial motor vehicle.
7

8 For the purposes of this Article, "controlled substances" has the meaning
9 assigned by 21 U.S.C. 802 and includes all substances listed on Schedules I
10 through V as they may be revised from time to time (21 CFR 1308).
11

12 **12. Physician's Notification.**

13 If an employee covered by the Act is using a prescription drug containing a
14 controlled substance as defined in the Act, the employee must provide a statement
15 from the employee's physician as provided below. In addition, the Employer agrees
16 it will not violate the employee's right to privacy by contacting the attending physician
17 without specific written authorization.
18

19 An employee who reports for duty or remains on duty requiring the performance
20 of safety sensitive functions while using any controlled substance pursuant to the
21 instructions of a physician who has advised the driver that the medication does not
22 adversely affect the driver's ability to safely operate a commercial motor vehicle,
23 shall furnish the Employer with the physician statement (in Appendix L) prior to the
24 performance of any safety sensitive functions.
25

26
27 **ARTICLE 32**
28 **WAGE ASSIGNMENTS AND GARNISHMENTS**
29

30 The Employer will not impose disciplinary action against an employee for any
31 wage assignments or garnishments. An employee who is suffering garnishments or
32 wage assignments, or other withholding ordered by a court, or who is experiencing
33 other financial difficulties, is obligated to make arrangements with creditors that will
34 cause the least interference with the employee's employment and the Employer's
35 operations. It is understood and agreed that garnishments and/or related financial
36 problems of an employee which have an adverse impact upon job performance, may
37 result in disciplinary action. Garnishments will be handled in accordance with the
38 State of Michigan Financial Management Guide issued 7/9/2009 Part IV – Chapter
39 2, Sections 400, 450 and 500 or any other relevant sections.
40
41
42
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ARTICLE 33

1 **D. Resolution of Classification Disputes.**

2 Resolution of disputes regarding the appropriate classification and level of a
3 position shall be subject exclusively to the applicable Civil Service Procedure.
4

5 In any dispute between the Employer and an employee regarding the employee's
6 appropriate classification, and upon individual employee request, the Employer will
7 provide an employee with a copy of the Civil Service Class Specification for the
8 classification and the employee's Position Description, which will include sub class
9 codes and/or selective position requirements, if applicable and the level to which the
10 employee's position is allocated at the time of such individual request.
11

12 **E. Working Out of Class.**

13 Working out of class is a prohibited subject of bargaining, and as such governed
14 solely by Civil Service Rules and Regulations.
15

16
17 **ARTICLE 35**
18 **MISCELLANEOUS BENEFITS**
19

20 **A. Clothing.**

21 Uniforms, identifying insignia, and/or protective apparel which is required by the
22 Employer as a condition of employment will be furnished or reimbursed by the
23 Employer. Reimbursement limits will, upon request, be discussed in Labor-
24 Management Meetings in accordance with Article 19.
25

26 Each employee required to wear a uniform will be notified by the Employer.
27

28 Employees required to wear a uniform will be furnished or reimbursed for all
29 required uniforms as soon as possible after hire. The number and type of required
30 wearing apparel will be discussed upon request in secondary negotiations; provided
31 that, during the term of this contract the Employer may continue to require and alter
32 uniforms, insignia, and/or protective apparel in a manner which does not violate this
33 contract or any concurrent secondary contract. Uniforms will be in good condition
34 and must be kept clean and in good condition.
35

36 In those instances where the Employer requires trainees to appear in uniform at
37 the commencement of training, the Employer will reimburse the trainee for the actual
38 cost of such uniform not to exceed a total of \$40.00 per uniform upon satisfactory
39 completion of the required training program. No reimbursement shall be made for
40 gym shoes, athletic apparel or other clothing not part of a required uniform.
41

42 The Employer agrees that those furnished uniforms which require dry cleaning
43 will be cleaned at the Employer's expense in accordance with current practices or as
44 provided in secondary agreements in effect on 12/31/85, or as agreed in secondary
45 negotiations.
46

1 Motor Carrier Officers who are required to wear a uniform shall receive \$450 a
2 year paid on a biweekly basis.

3
4 The issue of compensation for time spent changing by employees who are
5 required by the Employer to change into and out of uniforms at the work site shall be
6 a proper subject for secondary negotiations.

7
8 **B. Tools and Equipment.**

9 The Employer agrees that when tools and equipment are furnished by the
10 Employer, such tools and equipment shall be in safe operating condition and shall
11 be similarly maintained. When the Employer introduces new tools or equipment,
12 employees shall be provided with adequate training, if necessary, in order to
13 properly operate such tools and equipment. Employees are responsible for
14 reporting to the Employer any unsafe condition or practice and for properly caring for
15 the tools and equipment furnished by the Employer. Employees shall not use such
16 tools and equipment for personal use. Tools and equipment which the Employer
17 requires the employee to use shall be made available to the employee within
18 budgetary limitations and in accordance with current practice, or as provided in
19 secondary agreements in effect on 12/31/85. In the event such equipment is not
20 made available, its use shall not be required.

21
22 When employees are required to have an identification card the replacement fee
23 for lost cards shall be no more than ten dollars. Such replacement fee shall be
24 waived if the card is damaged during the course of employment and the damaged
25 card is returned.

26
27 Where the Employer issues a weapon to employees to use during the course of
28 their regular assigned duties, the Employer shall also provide a safety device (i.e., a
29 trigger lock or other device which disables the weapon from being accidentally fired)
30 for each Employer issued weapon. In those instances where an employee may be
31 permitted to carry a concealed weapon during work time, upon request, a similar
32 safety device shall also be made available for a minimal fee or at no cost to the
33 employee.

34
35 **C. Theft, Loss or Damage to Personal Items.**

36 All claims and/or disputes involving theft, loss or damage to personal items shall
37 be resolved exclusively in accordance with the provisions of the Michigan
38 Administrative Manual Procedure 0620.02, issued August 15, 2000, or as amended
39 and shall not be subject to the grievance procedure. See Appendix H.

40
41 **D. Storage Space.**

42 Secured storage space shall be provided to those employees with a discernible
43 need within budgetary and space limitations; however, the Employer and MSEA,
44 through the Labor-Management Conference process, will pursue furnishing secured
45 storage space and suitable alternatives with the goal of providing satisfactory
46 secured storage space within the terms of this Agreement.

ARTICLE 35

E. Parking.

1 The parties agree that the provision of necessary parking space to employees
2 within the Bargaining Unit is a desirable goal to achieve. When the State is
3 considering buying, leasing or building new office space, availability of parking shall
4 be a factor.
5

6
7 The Department of Technology, Management and Budget may, in accordance
8 with applicable statute, charge employees a fee reflecting costs, maintenance and/or
9 security for parking in controlled and/or improved State lots. Intended increases will
10 be discussed with MSEA before being implemented, and shall not exceed prevailing
11 market rates.
12

13 It is understood and agreed that no employee is guaranteed a parking place on
14 property owned or leased by the State.
15

16 The State will provide employee handicapped parking at State-owned and/or
17 operated parking facilities in accordance with Part 4 of the Building Code -- Barrier
18 Free Design Rules. Such parking shall be provided at the standard cost assessed to
19 other employees, if any. In addition, the Employer agrees to meet with the Union
20 upon request to discuss alternate methods of providing additional parking for
21 certified permanently disabled employees when legitimate demands surpass
22 available space.
23

F. Lounge and/or Eating Areas.

24 Where current practice so provides and where operational needs permit, the
25 Employer will continue to provide adequate employee lounge and/or eating areas in
26 non-public locations separated from employees' normal areas of work. The issue of
27 providing employees with such lounge and/or eating areas where current practice
28 does not so provide will upon request be a subject of secondary level negotiations,
29 provided that no obligation shall exist for the Employer to negotiate such issue for
30 work sites where space is not available. The Employer reserves the right to change
31 lounge and/or eating areas due to operational requirements. The proposed removal
32 or relocation of lounge and/or eating areas due to operational requirements shall be
33 an appropriate subject for Labor-Management Meetings provided for in Article 19 of
34 this Agreement.
35
36

G. Tuition Reimbursement.

37 Only to the extent that funds have been legislatively appropriated and allocated
38 by the Departments, specifically for tuition reimbursement, the Employer agrees to
39 establish a system of tuition reimbursement for employees. The Employer agrees to
40 notify MSEA upon request of the amount of money allocated by the Department for
41 such purpose and of any changes in such allocation.
42
43

44 Reimbursement shall apply only to the per-credit hour cost of tuition and shall not
45 apply to such items as lab fees, miscellaneous fees, books or supplies. Selection
46 among eligible applicants, and proportion of reimbursement, shall be determined by

1 the Employer. Employees selected for such tuition reimbursement program shall
2 only be reimbursed upon presenting written documentation of successful completion
3 of the course.

4
5 Tuition reimbursement shall not be made unless the course pertains to the
6 employee's current occupation or occupations in the employee's current Bargaining
7 Unit and Department. No employee shall receive reimbursement for more than two
8 courses in any one semester or term.

9
10 The procedures to be used for application, approval and verification of successful
11 completion shall be established by Departments. The Employer agrees that any
12 system adopted will attempt to treat similarly situated employees fairly.

13
14 The provisions of this Article shall not apply in those cases where the Employer
15 requires employees to take a course(s) as part of their assigned duties.

16
17 Other tuition refund or education assistance programs conducted or initiated by
18 Departments may continue in accordance with departmental policies and shall not
19 be subject to this Article or negotiable under this Agreement.

20
21 An appropriate subject for discussion by the Labor-Management Council will be
22 tuition refund implementation procedures and cost review.

23 24 **H. Legal Services.**

25 Whenever any claim is made or any civil action is commenced against any
26 employee in the State Civil Service alleging negligence or other actionable conduct,
27 if the employee was in the course of employment at the time of the alleged conduct
28 and had a reasonable basis for believing that the conduct was within the scope of
29 the authority delegated to the employee, the Appointing Authority in cooperation with
30 the Attorney General shall, as a condition of employment, pay for or engage or
31 furnish the services of an attorney to advise the employee as to the claim and to
32 appear for and represent the employee in the action.

33
34 No legal services shall be required in connection with prosecution of a criminal
35 suit against an employee. However, when a criminal action is commenced against
36 an officer or employee of a State Agency based upon the conduct of the officer or
37 the employee in the course of employment, the State Agency will pay for, engage, or
38 furnish the services of an attorney to advise the officer or the employee as to the
39 action, and to appear for and represent the officer or the employee in the action, if
40 the Employer has no basis to believe that the alleged conduct occurred outside the
41 course of employment and no basis to believe the alleged conduct was not within
42 the scope of the authority delegated to the officer or the employee. The
43 determination of the officer's or the employee's scope of delegated authority shall be
44 made in the sole judgment of the Appointing Authority, which judgment shall not be
45 subject to appeal.

46

ARTICLE 35

1 Nothing in this rule shall require the reimbursement of any employee or insurer
2 for legal services to which the employee is entitled pursuant to any policy of
3 insurance.

4 5 **I. Professional Fees and Subscriptions.**

6 If the Employer requires an employee to become a member of a professional
7 organization or if the Employer requires an employee to subscribe to a professional
8 journal, the Employer agrees to pay such fees, dues or subscriptions.

9
10 Any such professional journals shall be sent to the employee at the employee's
11 work address, shall be shared with employees at the work site and shall be
12 considered the property of the Employer. In the event that the subscribing employee
13 terminates his/her employment at the work site, such journals shall continue to be
14 sent to the same work address and shall not be forwarded or sent to the employee
15 at a different address.

16
17 If the Employer pays dues or fees for membership, such membership shall be
18 considered to belong to the Employer and any benefit accruing therefrom shall be
19 shared with employees at the work site. In the event that an employee for whom
20 such membership was purchased terminates his/her employment at the work site,
21 the Employer reserves the right to cancel such membership or transfer such
22 membership to another employee.

23 24 **J. Leave of Absence with Pay.**

25 Nothing in this Agreement shall preclude an Appointing Authority from
26 authorizing salary payments in whole or part to employees in order to permit them to
27 attend school, visit other governmental agencies or in any other approved manner to
28 devote themselves to systematic improvement of the knowledge or skills required in
29 the performance of their work.

30 31 **K. Jury Duty.**

32 If an employee is selected for jury duty the summons should be obeyed. Failure
33 to do so may cause the employee to be considered in contempt of court.

34
35 While serving on jury duty an employee will be granted administrative leave (time
36 off with full pay) provided the employee reimburses the Appointing Authority for the
37 jury duty pay received from the court. Alternatively, an employee may, at the
38 employee's discretion, use annual leave when serving on a jury and keep the jury
39 duty pay. When not impaneled for actual service and only on call, the employee
40 shall report back to work unless authorized by the supervisor to be absent from
41 his/her work assignment.

42
43 An employee on the afternoon or night shift who elects to receive administrative
44 leave in accordance with this Section shall have his/her shift changed to days during
45 the duration of the jury duty obligation.

1 To receive administrative leave for jury duty an employee must:

- 2
- 3 1. Promptly provide a copy of the jury duty summons to his/her supervisor.
- 4
- 5 2. Notify the supervisor of the jury duty schedule on a daily basis at or before the
- 6 beginning of the employee's scheduled work day in accordance with
- 7 departmental procedures regarding reporting of absences.
- 8
- 9 3. Certify, in writing, each period of time actually served as a juror for which
- 10 administrative leave is requested.
- 11
- 12 4. Submit the jury duty paycheck stub as soon as it is received together with a
- 13 payment equal to the jury duty pay in accordance with departmental procedures.
- 14

15 Travel allowances paid to the employee by the court may be retained as they are

16 not considered jury duty pay. Employees shall not be permitted to use a State

17 vehicle for travel connected with jury duty and shall not be reimbursed by the

18 Appointing Authority for travel allowances.

19

20 An employee requested or subpoenaed to appear before a court as a witness for

21 the People is entitled to administrative leave (time off with full pay) provided that the

22 employee certifies in writing the period of time of such appearance and for which

23 such administrative leave is requested. Employees must reimburse the Department

24 for any witness fees received, up to the amount of their salary, and for any travel

25 expenses allowed by the court. Employees will be reimbursed for any travel

26 expenses in accordance with State Standardized Travel Regulations.

27

28 If an employee is subpoenaed as a witness or appears in court in any capacity

29 other than as a witness for the People, he/she will not be considered as being on

30 duty, nor will administrative leave be granted. Any authorized absence shall be

31 charged to annual leave and the employee may retain any expenses or monies

32 received from the court.

33

34 If, however, the court appearance is required as a result of conduct occurring in

35 the course of employment and the employee had a reasonable basis for believing

36 the alleged conduct was within the scope of the authority delegated to the employee,

37 the employee will be considered as being on duty.

38

39 In the event the accounting procedures utilized to process employee

40 reimbursement of jury duty pay when the employee elects to receive administrative

41 leave in lieu of jury duty pay are amended for non-exclusively represented

42 employees, the parties agree to meet to review such changes and may, by mutual

43 agreement of the parties, amend these procedures.

44

45

46

ARTICLE 35

1 **L. Meals Without Charge.**

2 In the Department of Corrections, to facilitate security measures, employees who
3 meet the criteria listed below will be provided a meal without charge. The meal
4 provided will be from the same menu provided the residents for the main meal of
5 that date. To be eligible, the employee shall be:

- 6
- 7 1. Employed and assigned within the security perimeter of a correctional facility
8 where food service facilities are available; and
 - 9
 - 10 2. Required to remain at the correctional facility for the full eight (8) hour shift, and
11 not be relieved of custody responsibilities during the period provided for
12 consuming the meal; and
 - 13
 - 14 3. Entitled to receive full pay for the period during which the meal is to be
15 consumed.
 - 16
 - 17 4. The method of providing the meal, including the accommodation of dietary
18 restrictions shall be a proper subject of secondary negotiations.
 - 19

20 **M. Temporary Alternative Duty Assignment.**

21 The parties agree that the issue of temporary alternative duty assignment due to
22 temporary disability is one aspect of an effective disability management program. It
23 is expected that policy guidelines in this area will be discussed and developed
24 through the Labor-Management Policy Council. The parties agree to work
25 cooperatively to effectively implement such policy.

26
27
28 **ARTICLE 36**
29 **COMPENSATION POLICY UNDER CONDITIONS**
30 **OF GENERAL EMERGENCY**
31

32 **A. General Emergency.**

33 Conditions of general emergency include, but are not necessarily limited to,
34 severe or unusual weather, civil disturbance, loss of utilities, physical plant failures,
35 or similar occurrences. Such conditions may be widespread or limited to specific
36 work locations.

37
38 **B. Administrative Determination.**

39 When conditions in an affected area or a specific location warrant, State facilities
40 may be ordered closed or, if closure is not possible because of the necessity to
41 continue services, a facility may be declared inaccessible. The decision to close a
42 State facility or to declare it inaccessible shall be at the full discretion of the
43 Governor or his/her designated representative.

1 **C. Compensation in Situation of Closure.**

2 When a State facility is closed by the Governor or his/her designated
3 representative, affected employees shall be authorized administrative leave not to
4 exceed the period of closure to cover their normally scheduled hours of work, unless
5 such employees can be temporarily reassigned to another facility or are able to
6 perform appropriate job responsibilities away from the facility. Individual employees
7 of facilities ordered closed may be required to work to perform essential services
8 during the period of closure. When such is the case, these employees shall be
9 compensated in the manner prescribed for employees who work under conditions of
10 declared inaccessibility.

11
12 **D. Compensation in Situation of Inaccessibility.**

13 If a State facility has not been closed but declared inaccessible in accordance
14 with the Governor's policy, and an employee is unable to report for work due to such
15 conditions, he/she shall be granted administrative leave to cover his/her normally
16 scheduled hours of work during the period of declared inaccessibility.

17
18 An employee who works at a State facility during a declared period of
19 inaccessibility shall be paid his/her regular salary and, if overtime work is required, in
20 accordance with the overtime pay regulations. In addition, such employees shall be
21 granted time off equal to the number of hours worked during the period of declared
22 inaccessibility.

23
24 **E. Additional Timekeeping Procedures.**

25 If a State facility has not been closed or declared inaccessible during severe
26 weather or other emergency conditions, an employee unable to report to work
27 because of these conditions shall be allowed to use annual leave or compensatory
28 time credits. If sufficient credits are not available, the employee shall be placed on
29 lost time.

30
31 When an employee is absent from a scheduled work period, a portion of which is
32 covered by a declaration of closure or inaccessibility, annual leave or compensatory
33 time credits may be used to cover that portion of his/her absence not covered by
34 administrative leave. Employees absent due to sick leave usage or previously
35 scheduled annual leave shall not be entitled to administrative leave during period of
36 closure or inaccessibility. If sufficient credits are not available, the employee shall
37 be placed on lost time.

38
39 Employees who suffer lost time as the result of the application of this policy shall
40 receive credit for a completed biweekly work period for all other purposes.

41
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46

ARTICLE 37
MOVING EXPENSES

A. Persons Covered.

All authorized full-time employees currently employed by the State of Michigan being relocated for the benefit of the State, who actually move their residence as a direct result of the relocation, and who agree to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this Article. New employees not presently working for the State of Michigan shall not be entitled to benefits provided in this Article.

B. By Commercial Mover.

The State will pay the transportation charges for normal household goods up to a maximum of 14,000 pounds for each move. Charges for weight in excess of 14,000 pounds must be paid directly to the mover by the employee.

1. **Household Goods:** Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motor cycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable foodstuffs subject to spoilage, building materials, fuel or other similar non-household good items.
2. **Packing:** The State will pay up to \$800 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.
3. **Insurance:** The carrier will provide insurance against damage up to \$.60 per pound for the total weight of the shipment. The State will reimburse the employee for insurance costs not to exceed an additional \$.65 per pound of the total weight of the shipment.

In addition to the above packing allowances, the State will pay the following accessorial charges which are required to facilitate the move:

- a. Appliance service;
- b. Piano or organ handling charges;
- c. Flight, elevator or distance carry charges;
- d. Extra labor charges required to handle heavy items, i.e., pianos, organs, freezers, pool tables, etc.

1 Charges for stopping in transit to load or unload goods and the cost of additional
2 mileage involved to effect a stop in transit must be paid by the employee. Also,
3 extra labor required to expedite a shipment at the request of the employee must be
4 paid by the employee.

5
6 **C. Mobile Homes.**

7 The State will pay the reasonable actual cost for moving a mobile home if it is the
8 employee's domicile, plus a maximum \$1,000 allowance for blocking, unblocking,
9 securing contents or expando units, installing or removal of tires (on wheels) on or
10 off the trailer, removal or replacement of skirting and utility connections will be paid
11 by the State when accompanied by receipts. "Actual Moving Cost" includes only the
12 transportation cost, escort service when required by a governmental unit, special
13 lighting permits, tolls or surcharges. "Actual Moving Cost" does not include the
14 moving of oil tanks, out buildings, swing sets, etc. that cannot be dismantled and
15 secured inside the mobile home.

16
17 Mobile home liability is limited to damage to the unit caused by negligence of the
18 carrier, and to contents up to a value of \$1,000. Additional excess valuation and/or
19 hazard insurance may be purchased from the carrier at the expense of the
20 employee.

21
22 The repair or replacement of equipment of the trailer, i.e., tires, axles, bearings,
23 lights, etc., are the responsibility of the owner.

24
25 **D. Storage of Household Goods.**

26 The State will pay for storage not in excess of sixty (60) days in connection with
27 an authorized move at either origin or destination, only when housing is not readily
28 available.

29
30 **E. Temporary Travel Expense.**

31 From effective date of reassignment, up to sixty (60) calendar days of travel
32 expense at the new assigned work station are allowed. Extension beyond sixty (60)
33 days, but not to exceed a total of one hundred eighty (180) days, should be allowed
34 due to unusual circumstances in the full discretion of the Employer. Authorized
35 travel shall include one (1) round trip weekly between the new work station and the
36 former residence.

37
38 **F. To Secure Housing.**

39 A continuing employee and one (1) additional family member will be allowed up
40 to three (3) round trips to a new official work station for the purpose of securing
41 housing. Travel, lodging, and food costs will be reimbursed up to a maximum of
42 nine (9) days in accordance with the Civil Service and Department of Management
43 and Budget State Standardized Travel Regulations.

ARTICLE 38
MOBILITY-CAREER ADVANCEMENT

In the event a new degree or advanced educational requirement, selective position requirements or sub-class code is added as a required classification specification, the employing Department shall recommend that all employees in the classification shall be grandparented in to the classification without prejudice.

In the event of a new physical fitness/agility test is added as a condition of employment, the employing department shall recommend to grandparent all affected employees and enter into negotiations regarding any adverse impact on Bargaining Unit members. In the Department of Natural Resources, Conservation Officers hired prior to October 1, 1999 shall be grandparented status.

Employees who separate from the State service or transfer out of the affected classification shall not be eligible for re-employment in the class unless they meet all applicable classification specifications.

ARTICLE 39
PAID ANNUAL LEAVE

A. Initial Leave.

Upon hire, each permanent employee shall be credited with an initial annual leave grant of sixteen (16) hours, which shall be immediately available, upon approval of the Employer. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.

B. Allowance.

Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted. A permanent employee shall be entitled to annual leave with pay for each eighty (80) hours of paid service or to a pro-rated amount if paid service is less than eighty (80) hours in the pay period as follows:

ANNUAL LEAVE TABLE

<u>Service Credit</u>	<u>Annual Leave</u>
0 - 1 yrs. (0-2,079 hrs.)	= 4.0 hrs./80 hrs. serv.
1 - 5 yrs. (2,080-10,399 hrs.)	= 4.7 hrs./80 hrs. serv.

C. Additional Allowance.

Permanent employees who have completed five years (10,400 hours) of currently continuous service shall earn annual leave with pay in accordance with their total classified service including military leave, subsequent to January 1, 1938, as follows:

ADDITIONAL ALLOWANCE TABLE

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<u>Service Credit</u>	=	<u>Annual Leave</u>
5-10 yrs.(10,400 - 20,799 hrs.)	=	5.3 hrs./80 hrs.serv.
10-15 yrs.(20,800 - 31,199 hrs.)	=	5.9 hrs./80 hrs.serv.
15-20 yrs.(31,200 - 41,599 hrs.)	=	6.5 hrs./80 hrs.serv.
20-25 yrs.(41,600 - 51,999 hrs.)	=	7.1 hrs./80 hrs.serv.
25-30 yrs.(52,000 - 62,399 hrs.)	=	7.7 hrs./80 hrs.serv.
30-35 yrs.(62,400 - 72,799 hrs.)	=	8.4 hrs./80 hrs.serv.
35-40 yrs.(72,800 - 83,199 hrs.)	=	9.0 hrs./80 hrs.serv.
40-45 yrs.(83,200 - 93,599 hrs.)	=	9.6 hrs./80 hrs.serv.
45-50 yrs.(93,600 -103,999 hrs.)	=	10.2 hrs./80 hrs.serv.
etc.		

Solely for the purpose of additional annual leave and longevity compensation, an employee shall be allowed State service credit for: employment in any non-elective excepted or exempted position in a principal Department, the Legislature, or the Supreme Court which immediately preceded entry into the State classified service, or for which a leave of absence was not granted; up to five years of honorable service in the armed forces of the United States subsequent to January 1, 1938, for which a Military Leave of Absence would have been granted had the veteran been a State classified employee at the time of entrance upon military service. When an employee separates from employment and subsequently returns, military service previously credited shall not count as current continuous State service for purposes of requalifying for additional annual leave or longevity compensation if the employee previously qualified for and received these benefits.

D. Crediting.

Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. When paid service does not total eighty (80) hours in a biweekly work period, the employee shall be credited with a pro-rated amount of leave for that work period based on the number of hours in pay status divided by eighty (80) hours multiplied by the applicable accrual rate. Annual leave shall be authorized, credited or accumulated in excess of the allowable cap, for an employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with full back benefits by an Arbitrator under Article 8, shall be permitted annual leave accumulation in excess of the allowable cap. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or receive a gross pay adjustment at the discretion of the employee. If the employee separates from employment for any reason during that one (1) year grace period, no more than the allowable cap of unused annual leave shall be paid off.

ARTICLE 39

E. Transfer and Payoff.

Employees who voluntarily transfer from one State Department to another shall be paid off at their current rate of pay for their unused annual leave. However, the employee may elect, in writing, to transfer all accumulated annual leave.

Employees who separate shall be paid at their current hourly rate for the balance of their unused annual leave, subject to the applicable payoff cap in Section F.

F. Annual Leave Cap.

The cap on annual leave accumulation shall be 356 hours in accordance with the schedule below. No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating retirement benefits.

ANNUAL LEAVE ACCUMULATION SCHEDULE

<u>Years</u>	<u>Accrual</u>	<u>Accumulation Cap</u>	<u>Payoff Cap</u>
1 - 5	4.7	296	256
5 - 10	5.3	311	271
10 - 15	5.9	326	286
15 - 20	6.5	341	301
20 - 25	7.1	346	306
25 - 30	7.7	356	316
30 - 35	8.4	356	316
etc.			

G. Utilization.

An employee may charge absence to annual leave only with the prior approval of the Employer. Annual leave shall not be credited or used in anticipation of future leave credits. In the absence of sufficient leave credits, payroll deductions (lost time) shall be made for the work period in which the absence occurred.

In the event of an unpaid disciplinary suspension, upon an employee's request and approval of the Employer, annual leave credits may be forfeited on an hour-for-hour basis in lieu of serving the unpaid suspension.

H. Banked Leave Time.

Accumulated Banked Leave Time (BLT) may be used by an employee in the same manner as regular annual leave.

Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as Part A hours. Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

The employee must exhaust all BLT hours prior to being considered for any annual leave donation.

1 Upon an employee's separation, death or retirement from State service, unused
2 BLT hours shall be contributed by the State to the employee's account within the
3 State of Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan.
4 Such contribution shall be treated as non-elective Employer contributions, and shall
5 be calculated using the product of the following: (i) the number of BLT hours and, (ii)
6 the employee's base hourly rate in effect at the time of the employee's separation,
7 death or retirement from State service.

8 9 **I. Scheduling.**

10 Consistent with the operational needs of the Employer, annual leave may be
11 granted at such times during the year as requested by the employee. Annual leave
12 will only be authorized up to the maximum amount of annual leave credits in an
13 employee's account prior to the initial date of the annual leave. Employees may not
14 take annual leave without the Employer's prior approval. Barring an annual leave
15 request for a special or an unusual travel plan, annual leave may be limited to two
16 (2) calendar weeks in order to accommodate as many annual leave requests for the
17 same period or season or to comply with the operational needs of the Employer.
18 Any holiday recognized in this Agreement which occurs during a requested annual
19 leave period will not be charged as annual leave time. Formal systems of
20 scheduling vacations and the duration of such vacations will, upon request, be
21 negotiated at the secondary level.

22 23 **J. Conversion to Sick Leave.**

24 Employees on annual leave who become ill or are injured and who thereby
25 require (1) hospitalization, (2) emergency surgery/treatment and convalescence
26 therefrom, or (3) a medically prescribed confinement may convert such period of
27 time to sick leave.

28
29 Employees who return home from or significantly interrupt annual leave because
30 of death, injury or illness of a person other than the employee, for which sick leave
31 could normally be used, may convert such time to sick leave, provided that such
32 illness or injury requires (1) hospitalization and/or (2) emergency surgery/treatment
33 and convalescence requiring the presence of the employee. Employees on annual
34 leave at home shall have the same privilege.

35
36 Upon the Employer's request, an employee seeking to convert annual leave to
37 sick leave under this Article must produce written medical verification as required by
38 the Employer describing and verifying the injury or illness and hospitalization or
39 treatment therefrom.

40
41 When placing an employee on a medical leave of absence for which the
42 employee will be receiving benefits under the State's long term disability insurance
43 program, the Employer will not charge any paid time to the employee's annual leave
44 if the employee has requested the Employer not to do so, in writing.

ARTICLE 39

1 **K. Annual Leave Buy Back.**

2 A laid off employee who has been rehired from layoff to a permanent position in a
3 different Department/Agency may elect to buy back up to eighty (80) hours of
4 accrued annual leave which had been paid off. An employee recalled to the
5 Department/Agency from which he/she was laid off may elect to buy back any
6 portion of annual leave up to the amount he/she was paid off. An employee electing
7 this option shall buy back the annual leave at the returning rate of pay. Such
8 payment shall be made to the Department/Agency making the original payoff. Such
9 option may be exercised only once per recall, and must be exercised during the first
10 thirteen (13) pay periods of the recall/rehire.

11
12 **L. Annual Leave Freeze.**

13 An employee separated by reason of layoff may elect to freeze annual leave up
14 to the accrued balance at the time of layoff. Such balance shall be retained until the
15 employee elects to be paid off for the balance or until the employee's recall rights
16 expire, whichever occurs first. Payoff shall be at the employee's last rate of pay.

17
18 An employee may elect to freeze annual leave up to the accrued balance during
19 a leave of absence by providing written notice of such intent to the Employer at the
20 commencement of the leave of absence. Payment for annual leave due an
21 employee who fails to return from a leave of absence shall be at the employee's last
22 rate of pay prior to the leave.

23
24 **M. Voluntary Donation of Annual Leave.**

25 **1. Right to Receive Annual Leave Donations.**

26 Upon employee request, except as otherwise provided in this Article, annual
27 leave credits may be transferred to other employees in the Bargaining Unit under
28 the following conditions:

- 29
- 30 a. The receiving employee has successfully completed his/her initial
31 probationary period and faces loss of pay/lost time due to serious injury or the
32 prolonged illness of the employee or his/her dependent spouse, child or
33 parent.
 - 34
 - 35 b. The receiving employee will exhaust all leave credits.
 - 36
 - 37 c. The receiving employee's absence has been approved.
 - 38
 - 39 d. An employee may receive a maximum of thirty (30) work days by direct
40 transfer of annual leave from MSEA employees.

41
42 **2. The Right to Donate Annual Leave Hours.**

- 43
- 44 a. Annual leave donations must be for a minimum of four (4) hours and a
45 maximum of forty (40) hours and donations shall be in whole hour increments.
- 46

1 b. Employee donations are irrevocable.

2
3 **3. Reciprocal Agreement.**

4 The right to donate hours is not limited to employees in this Bargaining Unit
5 where reciprocal agreements exist with other exclusive representatives or is
6 provided for in Civil Service Rules and procedures for non-exclusively represented
7 employees.

8
9
10 **ARTICLE 40**
11 **PAID SICK LEAVE**

12
13 **A. Allowance.**

14 Every permanent employee covered by this Agreement shall be credited with
15 four (4) hours of paid sick leave for each completed eighty (80) hours of service or to
16 a pro-rated amount if paid service is less than eighty (80) hours in the pay period.
17 The pro-rated amount shall be based on the number of hours in pay status divided
18 by eighty (80) multiplied by four (4) hours. Paid service in excess of eighty (80)
19 hours in a biweekly work period shall not be counted.

20
21 Sick leave shall be credited at the end of the biweekly work period. Sick leave
22 shall be considered as available for use only in pay periods subsequent to the
23 biweekly work period in which it is earned.

24
25 Sick leave shall not be allowed in advance of being earned. If an employee has
26 insufficient sick leave credits to cover a period of absence, no allowance for sick
27 leave shall be posted in advance or in anticipation of future leave credits. In the
28 absence of sick or annual leave credits, payroll deduction (lost time) for the time lost
29 shall be made for the work period in which the absence occurred. The employee
30 may elect not to use annual leave to cover such absence.

31
32 **B. Utilization.**

33 Any utilization of sick leave allowance by an employee must have the approval of
34 the Appointing Authority.

35
36 Sick leave may be utilized by an employee in the event of illness, injury,
37 temporary disability, or exposure to contagious disease endangering others, or for
38 illness, or injury in the immediate family which necessitates absence from work.
39 "Immediate family" means the employee's spouse, children, parents, grandparents
40 or foster parents, parents-in-law, brothers, sisters, and any persons for whose
41 financial or physical care the employee is principally responsible. Sick leave may be
42 used for absence caused by the attendance at the funeral of a relative, or person for
43 whose financial or physical care the employee has been principally responsible.

ARTICLE 40

1 Sick leave may be utilized by an employee for appointments with a doctor,
2 dentist, or other recognized practitioner to the extent of time required to complete
3 such appointments.

4
5 **C. Disability Payment.**

6 In case of work-incapacitating injury or illness for which an employee is or may
7 be eligible for work disability benefit under the Michigan Workers' Disability
8 Compensation law, such employee, with the approval of the Employer, may be
9 allowed salary payment which, with the work disability benefit, equals two-thirds
10 (2/3) of the regular salary or wage. Leave credits may be utilized to the extent of the
11 difference between such payment and the employee's regular salary or wage.

12
13 **D. Accumulation and Payoff.**

14 Sick leave may be accumulated as provided above throughout the employee's
15 period of classified service.

16
17 An employee who separates from the State classified service for retirement
18 purposes in accordance with the provisions of a State retirement act shall be paid for
19 fifty percent (50%) of unused accumulated sick leave as of the effective date of
20 separation at the employee's final regular rate of pay, by the Agency from which the
21 employee retires.

22
23 In case of the death of an employee, payment of fifty percent (50%) of unused
24 accumulated sick leave shall be made to the beneficiary or estate by the Agency
25 which last employed the deceased employee at the employee's final regular rate of
26 pay.

27
28 Upon separation from the State classified service for any reason other than
29 retirement or death, the employee shall be paid for a percentage of unused
30 accumulated sick leave in accordance with the following table of values. Payment
31 shall be made at the employee's final regular rate of pay by the Agency from which
32 the employee separates:

33

<u>Sick Leave Balance -- 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

41

42 No payoff under this Section shall be made to a new employee hired on or after
43 October 1, 1980.

E. Proof.

All sick leave used shall be certified by the employee and by such other evidence as the Employer may require. When the Employer has reasonable grounds for doing so, the Employer may require an employee to provide acceptable verification. The Employer will advise the employee of the need for medical verification prior to the employee returning to work. Falsification of such evidence may be cause for disciplinary action up to and including dismissal. The Employer may require that an employee present medical certification of physical or mental fitness to continue working.

F. Return to Service.

Previous unused sick leave allowance shall be placed to the credit of a laid off employee upon return to permanent employment. A separated employee who received payment for unused accumulated sick leave under this Article and who returns to service shall not be credited with any previously earned sick leave.

G. Transfer.

Any employee who transfers or who is reassigned from one Departmental Employer to another shall be credited with any unused accumulated sick leave balance by the Departmental Employer to whom transferred or reassigned.

H. Sick Leave for Health Screening.

Employees covered by this Agreement shall be entitled to use sick leave for the period of time utilized for health screening purposes at an authorized Employer operated health screening unit.

I. Bereavement Leave.

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of a member of the immediate family. Such time shall be covered by accrued sick leave and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of five (5) days leave, if requested.

J. Funeral Leave.

In addition to bereavement leave (if applicable), sick leave may be used for an absence caused by attendance at a funeral of a relative or person whose physical or financial care is the principal responsibility of the employee.

ARTICLE 41
SALARY SCHEDULE AND RELATED MATTERS

A. Computation of Salaries.

It is mutually agreed that the compensation schedule in effect September 30, 2012, will be the compensation schedule used in determining rates of pay for Bargaining Unit employees covered by this Agreement.

ARTICLE 41

B. Pay Periods.

In a calendar year, there will be at least twenty-six (26) pay periods. A pay period is defined as a biweekly period consisting of fourteen (14) days, beginning on a Sunday and ending on a Saturday.

C. Pay Days.

Pay days will occur every second Thursday and will include wages earned in the immediate past pay period in accordance with current practice. Every effort will be made to correct payroll errors which occurred in previous pay periods in the employee's disfavor and include pay due the employee due to such errors in the next pay warrant following the error and correction. Imprest Cash vouchers will be used whenever possible to correct serious errors. The Employer upon determination that an overpayment has been made, will immediately in writing notify the employee. Employees are obligated immediately to notify the Employer in writing of any under or overpayment. The employee shall be required to repay any and all overpayments received resulting from clerical error or misrepresentation by the employee. Overpayment liability will be limited to any compensation earned after the date the employee is notified of the overpayment notice in those instances where the overpayment resulted from a violation or misinterpretation of Civil Service Rules by the Employer or Civil Service Commission and the employee performed in good faith the duties and responsibilities. In the case of Employer overpayments not immediately noticed by either the employee or Employer that would create hardship on the employee if immediate full reimbursement were required, a payment schedule may be mutually arranged.

D. Authorized Payroll Deductions.

The Employer agrees to continue to provide payroll deductions for employees in the following categories:

- Dental Insurance
- Union Dues/Fees
- Life Insurance
- Deferred Compensation
- U.S. Bonds
- Mandatory Child Support deductions (when ordered by a court)
- Income Protection Insurance (LTD)
- Time purchase for retirement (in accordance with current practice)
- Vision Care Insurance
- Medical Hospitalization Insurance
- Parking fees (State operated parking lots)
- Flexible Spending Accounts

It is understood and agreed that additional authorized deductions may be made by the Employer and shown on the electronic earnings statement as payroll deductions. The parties agree to pursue the possibility of reporting to employees the year ending amount of Union dues/fees paid by employees in these Units. All

1 authorized deductions are subject to sufficient earnings. Nothing provided herein
 2 shall prohibit the Employer from making deductions in accordance with court orders
 3 of a court of competent jurisdiction or other legal orders served on the Employer.
 4

5 Except as provided in Article 6, Section D, deductions will be made only upon
 6 receipt of a properly authorized deduction form and in accordance with the priorities
 7 established in Article 6, Section A. Deductions will commence as soon after receipt
 8 of an authorization as possible. Present administrative convenience and practice
 9 will prevail. The Employer agrees to effect deductions listed in this Section without
 10 administrative cost to the employee or MSEA. Once commenced a deduction
 11 authorized by the employee shall continue until the appropriate written stop order is
 12 received.
 13

14 **E. Michigan Educational Trust.**

15 Parties recognize that the State may offer State employees the opportunity for
 16 payroll deduction in conjunction with individual employee's participation in the
 17 Michigan Educational Trust (M.E.T.) program. In the event the State initiates a
 18 payroll deduction opportunity for M.E.T. participants, members of the Bargaining Unit
 19 who are M.E.T. participants will be offered the opportunity to individually initiate
 20 enrollment in such State program.
 21

22 It is understood that initiation and continuation of the M.E.T. Payroll Deduction
 23 Program is subject to the provisions of applicable statutes and regulations, and will
 24 be administered in accordance with such laws and regulations. Should the State
 25 determine to alter, amend, or terminate such M.E.T. Payroll Deduction Program, the
 26 State will provide the Union advance notice and, upon Union request, meet to review
 27 and discuss the reasons for such actions prior to their implementation.
 28

29 For purposes of administering contractual Union security provisions and payroll
 30 accounting procedures, it is understood and agreed that such M.E.T. deduction, if
 31 and when individually authorized by the employee, will be taken only when the
 32 employee has sufficient residual earnings to cover it after deductions for any
 33 applicable employee organization membership dues or service fees have been
 34 made.
 35

36
 37 **ARTICLE 42**
 38 **INCORPORATION OF APPENDICES**
 39

40 The parties agree that the appendices attached hereto are incorporated for
 41 reference only, unless otherwise noted in this Agreement.
 42
 43
 44
 45
 46

ARTICLE 43
COMPENSATION

A. Wages.

FISCAL YEAR 2012-2013

- a. On October 1, 2012 the base hourly rate in effect at 11:59 p.m. on September 30, 2012, for each step in the Bargaining Units shall be increased by 1% (one percent).
- b. At the end of the first full pay period in October, 2012, each full-time employee who is on the payroll as of October 2, 2012, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2011, shall be paid a one-time cash payment of 1% of the annualized base hourly rate of pay in effect as of October 2, 2012, 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, 2011, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2011, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2012.

At the end of the first full pay period in October, 2012, or the first subsequent pay period in Fiscal Year 2012-13 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, 2012, and who was either: 1) on the payroll on October 1, 2011, 2) on furlough on October 1, 2011, 3) on seasonal layoff on October 1, 2011, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2011, and September 30, 2012, 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, 2011, and September 30, 2012, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2012

FISCAL YEAR 2013-2014

- a. At the end of the first full pay period in October, 2013, each full-time employee who is on the payroll as of October 2, 2013, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2012, shall be paid a one-time cash payment of 1% of the annualized base hourly rate of pay in effect as of October 2, 2013, 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, 2012, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2012, and two thousand

1 eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect
2 as of October 2, 2013.

3
4 At the end of the first full pay period in October, 2013, or the first subsequent pay
5 period in Fiscal Year 2013-14 for which the employee receives a pay check, each
6 permanent-intermittent employee, part-time employee or seasonal employee,
7 who is on the payroll as of October 2, 2013, and who was either: 1) on the
8 payroll on October 1, 2012, 2) on furlough on October 1, 2012, 3) on seasonal
9 layoff on October 1, 2012, who has accumulated less than two thousand eighty
10 (2080) hours of current continuous service between October 1, 2012, and
11 September 30, 2013, shall be paid a one-time cash payment which shall not be
12 rolled into the base wage. For each such employee, this payment shall be pro-
13 rated based on the ratio between the employee's actual continuous service hours
14 earned between October 1, 2012, and September 30, 2013, and two thousand
15 eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect
16 as of October 2, 2013.

17
18 **B. Special Pay Premiums.**

19 **1. Heights and Tunnels Premium**

20 a. **Criteria.** Employees who are required to work on high structures in excess of
21 forty (40) feet, requiring the use of scaffolding or safety harnesses, will
22 receive an additional \$1.00 per hour for each hour worked, with a minimum of
23 four (4) hours hazard pay per day.

24
25 Employees who are required to work in pressurized tunnels (new construction
26 or reconstruction) shall receive an additional \$1.00 per hour for each hour
27 worked, with a minimum of four (4) hours hazard pay per day.

28
29 b. **Limitations.** Work performed from safety buckets (aerial equipment) is not
30 considered high structure work.

31
32 Work in caissons is not considered tunnel work.

33
34 c. The parties agree to establish a Committee of six (6) representatives from
35 each side to review this area including performing duties in hazardous traffic
36 areas and other hazardous work conditions. The Committee shall meet at
37 least quarterly for the purpose of working to eliminate hazardous working
38 conditions.

39
40 **2. Asbestos Abatement and Removal Premium.** Any Bargaining Unit member
41 regardless of department who performs asbestos abatement or removal will
42 receive \$1.00 per hour for each hour worked, with a minimum of two hours pay
43 per day.

1 **C. Cafeteria Benefits Plan.**

2 The Cafeteria Benefits Plan, as described in the Letter of Understanding between
3 the parties entitled "Cafeteria Benefits Plan" will be continued.
4

5 **D. The State Health Plan.**

6 Effective the first full pay period in October, 2012, the following will apply to
7 eligible employees enrolled in the State Health Plan PPO or an HMO. The State will
8 pay 80% of the State Health Plan PPO premium with enrolled employees paying
9 20%. The State will pay up to 85% of the applicable HMO total premium, capped at
10 the dollar amount which the State pays for the same coverage code under the SHP
11 PPO, with enrolled employees paying the remainder.
12

13 See Appendix M-1, for the New State Health Plan PPO (NSHP PPO) and New
14 HMO (NHMO) health care coverage for eligible employees hired on or after April 1,
15 2010.
16

- 17 1. The Employer shall maintain the existing group basic and major medical health
18 insurance coverages except as amended herein. The Employer shall pay 90% of
19 the premium cost of the Plan.
20

21 Employees hired on or after January 1, 2002 who are appointed to a position with
22 a regular work schedule consisting of 40 hours or less per biweekly pay period
23 shall pay fifty percent (50%) of the premium for health, dental and vision
24 insurance. This shall not apply to an employee appointed to a permanent-
25 intermittent position. Eligibility for enrollment shall be in accordance with current
26 contractual provisions.
27

28 Employees who have a regular work schedule of 40 hours or less per biweekly
29 pay period who are temporarily placed on a regular work schedule of more than
30 40 hours per biweekly pay period for a period expected to last six months or
31 more, shall be considered as working a regular work schedule of more than 40
32 hours for the period of the temporary schedule adjustment.
33

- 34 2. Effective January 1, 2003, the existing basic and major medical plan (State
35 Health Plan Advantage) shall be replaced with the PPO plan which shall be
36 known as the "State Health Plan". The State Health Plan in and out of network
37 benefits and applicable deductibles and co-payments are outlined in Appendix M.
38

- 39 3. **Subrogation.** In the event that a participant receives services that are paid by
40 the State Health Plan (SHP), or is eligible to receive future services under the
41 SHP, the SHP shall be subrogated to the participant's rights of recovery against,
42 and is entitled to receive all sums recovered from, any third party who is or may
43 be liable to the participant, whether by suit, settlement, or otherwise, to the extent
44 of recovery for health related expenses. A participant shall take such action,
45 furnish such information and assistance, and execute such documents as the

1 SHP may request to facilitate enforcement of the rights of the SHP and shall take
2 no action prejudicing the rights and interests of the SHP.
3

- 4 **4. Disease Management Program.** The Coordinated Care Management Program
5 will be integrated into a comprehensive disease management program currently
6 known as Blue Health Connection as a covered benefit on a voluntary basis.
7
- 8 **5. Joint Health Care Labor Management Committee.** The parties agree to
9 continue the Labor-Management Committee established to review the
10 procedures, communication materials which will be provided to employees, and
11 benefit booklets prior to their distribution. The Committee shall have the
12 responsibility of reviewing and monitoring the progress of the actual
13 implementation of the procedures, however, any changes in the specific
14 provisions as described herein shall be subject to negotiations. Each exclusively
15 recognized employee organization shall be entitled to designate one (1)
16 representative to participate in the Labor-Management Committee. The
17 management representatives to the Committee shall be selected by the
18 Employer. A joint Labor-Management Committee will also meet to discuss group
19 insurance premiums for employees working less than full-time. Any proposed
20 agreement shall be subject to review and approval, rejection, or modification by
21 the Civil Service Commission.
22
- 23 **6. Pre-Certification of Hospital Admission and Length of Stay.** The pre-
24 certification for admission and length of stay component requires that the
25 attending physician submit to the third party administrator the diagnosis, plan of
26 treatment and expected duration of admission. If the admission is not an
27 emergency, the submission must be made by the attending physician and the
28 review and approval granted by the third party administrator prior to admitting the
29 covered individual into the acute care facility. If the admission occurs as an
30 emergency, the attending physician is required to notify the administrator by
31 telephone with the same information on the next regular working day after the
32 admission occurs. If the admission is for a maternity delivery, advance approval
33 for admission will not be required; however, the admitting physician must notify
34 the third party administrator before the expected admission date to obtain the
35 length-of-stay approval.
36
- 37 **7. Second Surgical Opinion.** Effective January 1, 2003 an individual covered
38 under the State Health Plan will be entitled to a second surgical opinion. If that
39 opinion conflicts with the first opinion the individual will be entitled to a voluntary
40 third surgical opinion. Second and third surgical opinions shall be subject to a
41 \$15 office call fee or covered at 90% after the deductible if obtained out-of-
42 network.
43
- 44 **8. Home Health Care.** A program of home health care and home care services to
45 reduce the length of hospital stay and admissions shall also be available at the
46 employee's option. This component shall require that the attending physician

ARTICLE 43

1 contact the third party administrator to authorize home health care service in lieu
2 of a hospital admission or a continuation of a hospital confinement.

3
4 **a.** The attending physician must certify that the proper treatment of the disease
5 or injury would require continued confinement as a resident inpatient in a
6 hospital in the absence of the services and supplies provided as part of the
7 home health care plan. If appropriate, certification will be granted for an
8 estimated number of visits within a specified period of time. The types of
9 services that shall be covered under this component will include part-time or
10 intermittent nursing care by a registered nurse or licensed practical nurse if an
11 R.N. was not available; part-time or intermittent home health aid services;
12 physical, occupational and speech therapy; medical supplies, drugs and
13 medicines prescribed by a physician, and laboratory services provided by or
14 on behalf of a hospital, but only to the extent that they would have been
15 covered if the individual had remained or been confined in the hospital.

16
17 **b.** Home health care shall be available to employees at their option in lieu of
18 hospital confinement. To receive home health care services, a patient shall
19 not be required to be homebound. Home infusion therapy shall be covered
20 as part of the home health care benefit or covered by its separate
21 components (e.g. durable medical equipment and prescription drugs).

22
23 **9. Alternative Delivery Systems.** Coverage shall also be available for hospice
24 care and birthing center care to employees and enrolled family members. Bills
25 for birthing centers shall be paid in the same manner as under the current Plan.
26 To be eligible for the hospice care benefit, the covered individual must be
27 diagnosed as terminally ill by the attending physician and/or Hospice Medical
28 Director with a medical prognosis of six months or less life expectancy. Covered
29 hospice benefits include physical, occupational, and speech language therapy;
30 Home Health Aid services; medical supplies; and nursing care. Covered Hospice
31 Benefits are not subject to the individual deductible or any co-payment and will
32 be paid only for services rendered by federally certified or State licensed
33 hospices. Both hospice care and birthing center care shall be available to
34 employees at their option in lieu of hospital confinement. Birthing Center Care is
35 covered under the Delivery and Nursing Care Benefits set forth in Appendix M.

36
37 **10. Wellness and Preventive Coverage.** Wellness and Preventive Coverage in
38 accordance with the State Health Plan as outlined in Appendix M will be subject
39 to maximum plan payment of \$1,500 per individual for in-network services.
40 There shall be no coverage for preventive services received out-of-network.

41
42 **11. Hearing Care Program.** The State Health Plan will include audiometric exams,
43 hearing and evaluation tests, single, bilateral or binaural hearing aids and fitting
44 subject to a \$15 office call fee for the examination and shall be available once
45 every 24 months unless hearing capacity changes to the degree determined

1 upon advice by the State Health Plans' Medical Policy Team and audiology
2 professionals.

- 3
4 **12. Out-Patient Psychiatric and Substance Abuse Service.** Benefits for in-patient
5 and out-patient mental health care and substance abuse services shall be as
6 outlined in Appendix M.

7
8 The parties agree to establish a joint Labor-Management Committee to review
9 and monitor the mental health/substance abuse PPO. The committee will review
10 cases brought to the committee's attention where benefits are being denied and
11 will, after consultation with a mutually agreed upon medical advisor, provide a
12 recommendation to the State which will be transmitted to the third party
13 administrator for action. The identity of the patient will not be disclosed during
14 any such review. Confidentiality within the committee will be maintained.

- 15
16 **13. Prescription Drug Plan.** The current Prescription Drug Plan shall be maintained
17 except as amended herein. There shall be an employee co-pay of \$10.00 for
18 generic drugs. The employee co-pay for preferred brand name drugs shall be
19 \$20.00. The employee co-pay for non-preferred brand name drugs will be
20 \$40.00. Brand name drugs determined to be non-preferred because of the
21 availability of a generic equivalent or a therapeutically or chemically equivalent
22 brand name drug shall be so designated by the Pharmacy and Therapeutics
23 Committee comprised of independent physicians across various specialties. The
24 State of Michigan shall have no decision-making authority in such determination.
25 Participants filling prescriptions for maintenance drugs at the retail level will be
26 provided with information on the mail order program. Prescriptions filled at a
27 participating retail pharmacy will be approved up to a maximum of a 34-day
28 supply.

29
30 a. **Generic Drugs.** The Plan shall also provide that unless otherwise specified
31 by the prescribing physician, the pharmacy will be required to dispense a
32 generic drug whenever a generic substitution is available.

33
34 b. **Mail Order Prescription Drugs.** The Employer shall continue the current
35 mail order prescription drug option for maintenance drugs. At the employee's
36 option, an employee may elect to purchase maintenance prescription drugs
37 through the mail order option. The employee shall have a \$20.00 co-pay per
38 prescription for generic drugs, a \$40.00 per prescription co-pay for preferred
39 brand name drugs, and the co-pay for non-preferred brand name drugs will
40 be \$80.00.

41
42 c. The prescription drug plan will include the Generics Preferred Program, Drug
43 Quantity Management, and Step Therapy.

1 **14. Deductibles and Out-of-Pocket Maximums.**

2 The individual deductible under the State Health Plan shall be \$300.00 per
3 calendar year and \$600.00 per calendar year for family for in-network services and
4 \$600.00 per calendar year per individual and \$1,200.00 per family per calendar year
5 for out-of-network services. The maximum out-of-pocket costs per calendar year
6 shall be \$1,000 per individual and \$2,000 per family for in-network services and
7 \$2,000 per individual and \$4,000 per family for out-of-network services. The
8 deductible does not apply toward the maximum out-of-pocket cost.

9
10 **15. Health Maintenance Organization (HMO).**

- 11 a. As an alternative to the State Health Plan enrollment in HMO's is offered to
12 those employees residing in areas where qualified licensed HMO's are in
13 operation.
14
15 b. Effective October 1, 2008 the Employer shall pay 95% of the HMO premium
16 up to the amount paid for the same coverage code under the State Health
17 Plan PPO.
18
19 c. Fees and services for health screening to assist in early diagnosis of disease
20 are included in the services provided under the basic health care benefits of
21 HMO's.
22
23 d. The benefit levels for each HMO as outlined in the annual open enrollment
24 booklet shall remain in effect throughout that benefit year. No HMO offered to
25 Bargaining Unit members may reduce benefits. Benefits not included in
26 HMO's, but added in the State Health Plan shall automatically be incorporated
27 into the HMO benefits on the same effective date. Any other alteration of
28 HMO benefits shall be by mutual agreement of the Employer and the Union.

29
30 The parties agree to meet annually through the Labor-Management Health
31 Care Committee to discuss HMO costs and make recommendations for
32 changes in order to keep HMOs affordable.
33

34 **16. Leave of Absence - Premium Payment.** Employees who are granted a leave of
35 absence may elect to continue enrollment in the State Health Plan at the time the
36 leave of absence begins. Such employees shall be eligible for continued
37 enrollment during the leave of absence by paying the full amount of the premium
38 (Employer and employee share).
39

40 **17. Layoff - Premium Payment.** Employees who are laid off, may at the time of
41 layoff, elect to continue enrollment in the State Health Plan by paying the full
42 amount of the premium (Employer and employee share). Such enrollment may
43 continue until the employee is recalled or for a period of three (3) years,
44 whichever occurs first. In accordance with Section J of this Article, the Employer
45 shall pay the Employer's share of such premiums for the first two (2) pay periods
46 for employees selecting this option.

1 **18. Enrolled Dependent Coverage Upon Death of Employee.** State Health Plan
2 coverage for enrolled dependents will cease the 30th day after a Unit member's
3 death unless, the covered Unit member is eligible for an immediate pension
4 benefit from the State Employee's Retirement System.

5
6 **19. Orthopedic Inserts.** Medically necessary orthopedic inserts for shoes,
7 prescribed by a licensed physician are covered under the State Health Plan.
8 This benefit is included under the Durable Medical Equipment Benefit in
9 Appendix M.

10
11 **20. Self-Donated Blood.** The storage cost for self-donated blood in preparation for
12 scheduled surgery will be covered by the State Health Plan or subject to the
13 individual deductible.

14
15 **21. Weight Loss.** Employees meeting "morbid obesity" criteria will be covered by a
16 \$300 lifetime weight loss clinic attendance benefit covering those expenses not
17 otherwise generally covered by the State Health Plan. "Morbid obesity" is
18 defined as more than 50% or 100 pounds over ideal body weight or 25% over
19 ideal body weight with certain medical conditions (such as diabetes, heart
20 disease, respiratory disease, etc.).

21
22 **22. Smoking Cessation Program.** The Employer shall provide or Department will
23 reimburse the total cost for, any program that an employee attends which has the
24 objective of ending an individual's dependence upon and/or addiction to the use
25 of tobacco products. Employees shall be reimbursed for the full cost, not to
26 exceed \$50, of such program upon presenting evidence of completion of the
27 program. However, employees shall not be entitled to be reimbursed if such
28 program is covered by the employee's health plan or HMO. Smoking cessation
29 products such as Zyban and Nicotrol Nasal Spray but not limited to, shall be
30 included under the prescription drug benefit.

31
32 **23. Laser Eye Surgery.** Shall be a covered benefit allowable once in a lifetime with
33 a \$755.00 coverage limit.

34
35 **24. PPO's and Other Managed Health Care Approaches.** The parties agree to
36 continue exploring, through the Joint Labor Management Health Care Committee
37 managed health care preferred provider systems, structural changes in the group
38 insurance plans, and related matters as mutually agreed by the parties for the
39 purpose of implementing cost containment measures in the State Health and
40 other group insurance plans on a timetable to be determined by the parties.
41 While the Committee may have participants who represent other Unions, the
42 benefits provided to members of these Bargaining Units will be those upon which
43 MSEA and the Employer have jointly agreed.

44
45 **25. Reimbursement.** The reimbursement for in-network and out-of-network
46 chiropractic spinal manipulation, durable medical equipment, prosthetic and

ARTICLE 43

1 orthotic appliances, private duty nursing and acupuncture therapy shall be as
2 specified in Appendix M.

3
4 In-network office visits and office consultations will be subject to a \$15 co-pay
5 and will not be subject to the deductible. Out-of-network office visits and office
6 consultations shall be covered at 90% after the deductible is met.

7
8 **26. In and Out-of-Network Process.** In and out-of-network access is described in
9 the Letter of Understanding and the attached Rules for Network Use (See
10 Appendix M).

11
12 **E. Group Dental Expense Plan.**

13 1. The Employer shall pay 95% of the applicable premium for employees enrolled in
14 the Group Dental Expense Plan except as provided in D(1) above for less than
15 full-time employees.

16
17 2. Benefits payable under the Dental Expense Plan will be as follows:

18
19 a. 90% of actual fee or usual, customary and reasonable fee, whichever is
20 lower, for restorative, endodontic, and periodontic services (x-rays, fillings,
21 root canals, inlays, crowns, etc.).

22
23 b. There shall be a yearly maximum benefit of \$1,500 per person exclusive of
24 orthodontics. There shall be a separate \$1,500 lifetime maximum benefit for
25 orthodontics.

26
27 3. **Covered Dental Expenses:** The Dental Expense Plan will pay for incurred
28 claims for employee and/or enrolled dependents at the applicable percentage of
29 either the actual fee or the usual, customary and reasonable fee, whichever is
30 lower, for the dental benefits covered under the Dental Expense Plan up to the
31 annual maximum benefit provided in Section E.2.b. for each covered person in
32 each twelve (12) month period beginning October 1.

33
34 4. There is a separate \$1,500 lifetime maximum benefit for orthodontics.

35
36 5. The following services will be paid at the 100% benefit level:

37
38 **Diagnostic Services:**

- 39 • Oral examinations and consultations twice in a fiscal year.

40
41 **Preventive Services:**

- 42 • Prophylaxis teeth cleaning three (3) times in a fiscal year;
- 43 • Topical application of fluoride for children up to age 19, twice in a fiscal year;
- 44 • Space maintainers for children up to age 14;
- 45 • Oral exfoliative cytology (Bruch biopsy) will be covered when warranted from
46 a visual and tactile examination.

1 6. The following services will be paid at the 90% benefit level:

2
3 **Radiographs:**

- 4 • Bite-wing x-rays once in a fiscal year unless special need is shown;
5 • Full mouth x-rays once in a five (5) year period, unless special need is shown.

6
7 **Restorative Services:**

- 8 • Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;
9 • Gold inlay and onlay restorations.

10
11 **Oral Surgery:**

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

15
16 **Endodontic Services:**

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

21
22 **Periodontic Services:**

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

28
29 7. The following services will be paid at the 50% benefit level:

30
31 **Prosthodontic Services:**

- 32 • Repair or rebasing of an existing full or partial denture;
33 • Initial installation of fixed bridgework;
34 • Initial installation of partial or full removable dentures (including adjustments
35 for six (6) months following installation);
36 • Construction and replacement of dentures and bridges (replacement of
37 existing dentures or bridges is payable when five (5) years or more have
38 elapsed since the date of the initial installation).

39
40 **Dental Sealants:**

- 41 • As soon as administratively feasible after approval of this Agreement, the
42 Dental Plan shall provide for sealants on permanent molars that are free of
43 any restorations or decay. Sealant treatment shall be payable on a per tooth
44 basis with the Plan paying 50% of the reasonable and customary amount of
45 the sealant and the employee paying the remainder. Dependents up to age

ARTICLE 43

1 14 shall be eligible for the sealant application in accordance with this Sub-
2 Section. The benefit shall be payable for only one application per tooth within
3 a three (3) year period. Under the Dental Point of Service PPO, the Plan will
4 pay 70% of the reasonable customary amount.

5
6 8. The following services will be paid at the 60% benefit level:

7
8 **Orthodontic Services:**

- 9 • Minor treatment for tooth guidance;
- 10 • Minor treatment to control harmful habits;
- 11 • Interceptive orthodontic treatment;
- 12 • Comprehensive orthodontic treatment;
- 13 • Treatment of an atypical or extended skeletal case;
- 14 • Post-treatment stabilization;
- 15 • Separate lifetime maximum of \$1,500 per each enrollee;
- 16 • Orthodontic services for dependents up to age 19; for enrolled employee and
17 spouse, no maximum age. Orthodontic coverage shall be extended to each
18 dependent up to age 25 if the dependent is a full-time student at an
19 accredited institution.

20
21 9. The benefit descriptions outlined in this Section are illustrative and not
22 exhaustive.

23
24 10. **Dental at Point of Service PPO.** Employees and dependents enrolled in the
25 group Dental Plan may access the improved benefit levels specified below by
26 utilizing dental care providers that are members of the Point of Service PPO.

27
28

29 <u>Benefit</u>	30 <u>Current Coverage</u>	31 <u>Enhanced Coverage</u>
32 Exams	100%	100%
33 Preventive	100%	100%
34 Radiographs	90%	100%
35 Fillings	90%	100%
36 Endodontics	90%	100%
37 Periodontics	90%	100%
38 Simple Extractions	90%	100%
39 Complex Extractions	90%	100%
40 Prosthodontic Repairs	50%	100%
41 Other Oral Surgery	90%	90%
42 Adjunctive	90%	90%
43 Crowns	90%	90%
44 Fixed Bridgework	50%	70%
45 Partial Dentures	50%	70%
46 Full Dentures	50%	70%
Sealants	50%	70%
Orthodontics	60%	75%

1	Annual Maximum	\$1,500	\$1,500
2	Lifetime Orthodontics	\$1,500	\$1,500

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F. Vision Care Insurance.

1. The Employer shall pay 100% of the applicable premium for employees enrolled in the Group Vision Plan except as provided in Section D(1) above for less than full-time employees.

2. **Participating Providers:** Benefits payable for participating providers under the Plan will be as follows:

a. **Examination:** Payable once in any twelve (12) month period with an employee co-payment of \$5.00.

b. **Lenses and Frames:** Payable once in any twenty-four (24) month period or in any twelve (12) month period where required by a change in prescription with an employee co-payment of \$7.50 for eyeglass lens up to 71 mm and frames and \$7.50 for medically necessary contact lenses. The Plan will pay up to \$25.00 wholesale cost allowance for frames, plus the dispensing fee.

c. **Contact Lenses not Medically Necessary:** The Plan will pay a maximum of \$90.00 and the employee shall pay any additional charge of the provider for such lenses. The co-payment provision under F-2-b. is not required.

Medically necessary means (a) the member's visual acuity cannot otherwise be corrected to 20/70 in the better eye or (b) the member has one of the following visual conditions: keratoconus, irregular astigmatism, or irregular corneal curvature.

3. **Non-Participating Providers:** Plan payments for non-participating providers:

a. **For Vision Testing Examinations:** The Plan will pay 75% of the reasonable and customary charge after it has been reduced by the member's co-payment of \$5.00.

b. **For Eyeglass Lenses:** The Plan will pay the provider's charges or the amount set forth below, whichever is less:

Regular Lenses:

- Single Vision\$13.00/Pair
- Bifocal \$20.00/Pair
- Trifocal \$24.00/Pair

Contact Lenses:

- Medically necessary as defined in Subsection F-2-c Above..... \$96.00/Pair

ARTICLE 43

- Not medically necessary \$40.00/Pair

Special Lenses: For covered special lenses (e.g., aphatic, lenticular and aspheric) the Plan will pay 50% of the provider's charge for the lenses or 75% of the average covered vision expense benefits paid to participating providers for comparable lenses, whichever is less.

Additional Charges for Plastic Lenses: \$3.00/Pair
 Plus benefit provided above for covered lenses.
Additional Charges for Tints Equal to Rose Tints: \$3.00/Pair
Additional Charges for Prism Lenses: \$2.00/Pair

When only one lens is required, the Plan will pay one-half (1/2) of the applicable amount per pair shown above.

- c. **For Eyeglass Frames:** The Plan will pay the provider's charges or \$14.00, whichever is less.

4. Employees who are required to operate VDT/CRT equipment for a majority of the time shall be eligible for reimbursement for a Vision Testing Examination at rates provided herein on an annual basis regardless of when they were last examined.

G. Long Term Disability Insurance.

1. The Employer shall continue the current long term disability (LTD) insurance plan coverage except as provided in G(5) below.
2. Part-time and permanent-intermittent (P.I.) employees who work 40% or more of full-time will be eligible for LTD benefits.

Premiums for eligible less-than-full-time employees shall be determined in accordance with the current LTD premium schedule for full time employees. The benefit level for employees who actually utilize the LTD benefit shall be based on the employee's average biweekly hours worked the preceding fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the employee's current hourly rate (the hourly rate in effect at the time the employee actually goes on disability leave).

3. The cost of premiums of such Plan shall be shared by the Employer and the employee in accordance with current practice.
4. The Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums while such employee is on LTD insurance for a maximum of six (6) months for each covered employee. The Employer agrees to pay the cost of such rider. If not prohibited

1 by the IRS, an employee whose LTD rider has expired may transfer immediately
2 to a State-employee spouse's health plan.

- 3
- 4 5. The monthly benefit level maximum is \$5,000.00.
- 5
- 6 6. The eligibility period for Plan II claimants who remain totally disabled shall be
7 reduced from age 70 to age 65, or for a period of 12 months, whichever is
8 greater.
- 9
- 10 7. The benefit period for "mental/nervous" claims shall be limited to 24 months from
11 the beginning of the time a claimant is eligible to receive benefits. This limitation
12 does not apply to mental health claims where the claimant is under in-patient
13 care.
- 14
- 15 8. The waiting period for receipt of LTD benefits shall be 14 calendar days or the
16 exhaustion of sick leave credits.

17

18 **H. Life Insurance.**

- 19 1. The Employer shall provide a State-sponsored group life insurance plan which
20 has a death benefit equal to 2.0 times annual salary rounded up to the nearest
21 \$1,000, with a minimum \$10,000 benefit. The Employer shall pay 100% of the
22 premium for this benefit. Less than full-time employees who are eligible for
23 enrollment in the Plan in accordance with Appendix C of the Master Agreement
24 shall have their benefit level determined as if they were working full-time in a full-
25 time position.
- 26
- 27 2. The age ceiling of 23 years for dependent coverage available under the optional
28 life insurance plan shall not apply to handicapped dependants. Such additional
29 coverage shall be provided at the current premium cost to the employee. A
30 dependant is considered handicapped if he/she is unable to earn his/her own
31 living because of mental retardation or physical handicap, and depends chiefly
32 on the employee for support and maintenance.
- 33
- 34 3. **Dependant Coverage:**
- 35
- 36 a. Employee pays 100% of premium for optional dependant coverage.
- 37
- 38 b. Employee may choose between four levels of dependant coverage:
- 39
- 40 • **Level One** insures spouse for \$1,500 and children from age 15 days to 23
41 years for \$1,000.
 - 42 • **Level Two** insures spouse for \$5,000 and children from age 15 days to 23
43 years for \$2,500.
 - 44 • **Level Three** insures spouse for \$10,000 and children from age 15 days to
45 23 years for \$5,000.

ARTICLE 43

- **Level Four** insures spouse for \$25,000 and children from age 15 days to 23 years for \$10,000, or, in the alternative, the employee may elect to insure children only for \$10,000.

I. Accidental Death Insurance.

The State shall provide a State-sponsored Accidental Death Insurance Plan which has a benefit of \$150,000 in case of an employee's accidental death in line of duty.

J. Payment of Insurance Premiums Upon Layoff.

Employees laid off as a result of a reduction in force may elect to prepay their share of premiums for medical, dental, vision, and life insurance for two (2) additional pay periods after layoff by having such premiums deducted from their last pay check. The Employer shall pay the Employer's share of premiums for medical, dental, vision, and life insurance for two (2) pay periods for employees selecting this option. Coverage for medical, dental, vision, and life insurance shall thereafter continue for these two (2) pay periods. Election of this option shall not affect the laid off employee's eligibility for health and life insurance coverage for up to three (3) years subsequent to layoff by directly paying the entire premium, as per current practice.

K. Group Insurance Enrollment Upon Limited Term Recall.

All employees covered by this Agreement who accept limited term recall into positions in these Bargaining Units are eligible for enrollment in all group insurance plans in which they were enrolled at the time of layoff. Coverages in such plans shall be the same as the coverage at the time of layoff. Eligibility for other benefits shall be in accordance with Appendix C of the Master Agreement. Such employees shall not be considered as temporary (less than 720 hours) employees.

L. Open Enrollment Period.

1. There will be an open enrollment period for all insurances on an annual basis. Employees in MSEA Bargaining Units may, at that time, make any necessary changes (i.e., change from HMO to State Health Plan, drop spouse, add spouse, drop or add dental, add vision, etc.) in their insurance coverage not already granted to them by the existing policies. The Employer will notify all employees fifteen (15) days prior to the open enrollment period. All changes must be made within the thirty (30) day open enrollment period. All changes will become effective the first day of the pay period beginning after the open enrollment period.
2. However, P.I. employees who in a fiscal year have been in pay status for 832 hours are eligible to enroll in the Group Dental, Life, and Vision Plans provided that the employee must elect to enroll in such plan(s) within the first pay period after reaching 832 hours. The notification procedure outlined in L-1 of this Section does not apply to L-2.

3. When an employee moves to a new permanent residence outside of the service area of the HMO in which he/she was enrolled, the employee shall be granted a 30 calendar day open enrollment period from the date of the move to enroll in the State Health Plan or to enroll in another HMO serving the new residence area.

M. Shift Premium Payment.

1. Employees in MSEA Bargaining Units in classes at the levels indicated below are eligible for shift premium of 5% above straight time rates, rounded to the nearest cent:

<u>Bargaining Units</u>	<u>Skill Levels</u>
Position Comparison System	1 - 12
Labor and Trades	5 - 11
Safety and Regulatory	6 - 13

2. Shift premium shall be paid to eligible employees for each shift where fifty percent (50%) or more of their regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 a.m.
3. Shift premium shall be included as part of the regular rate for computation of the premium for overtime hours worked by eligible employees working regularly scheduled afternoon and night shifts.
4. Shift premium shall not be paid for holidays or leave time used.
5. The value of shift premium shall not be included in determining the value of fringe benefits which are based on pay rate; all fringe benefits will be based on the straight time pay rates.
6. Work requiring reassignment of employees from day shifts to afternoon or night shifts shall be paid shift premium as in the case of regularly assigned afternoon and night shifts.
7. When an employee takes the place of an absent worker the employee must be paid shift differential in addition to overtime unless both employees are not eligible for shift differential.

N. Hazard Pay.

1. Classes responsible for custody and supervision of inmates in addition to regular duties (formerly designated "P" rate classes) shall receive \$.40 per hour above regular rates.
2. Eligibility for "P" rate shall be as follows:

ARTICLE 43

- 1 a. Is responsible on a regular and recurring basis for the custody or supervision
2 of residents under the jurisdiction of the Department of Corrections, Bureau of
3 Correctional Facilities;
4
 - 5 b. Is assigned to a position within the security perimeter of an institution within
6 the Bureau of Correctional facilities;
7
 - 8 c. Is assigned to a work station within a Department of Corrections, Bureau of
9 Correctional Facilities institution which involves regular and recurring contact
10 (25% or more of work time) with the Department of Corrections residents.
11 Any disputes arising under this paragraph shall be resolved by the Michigan
12 State Employees Association and the Office of State Employer;
13
 - 14 d. Works in a "covered position" within the meaning of P.A. 351 of 1988, as may
15 be amended;
16
 - 17 e. Is assigned to replace an employee receiving hazard pay within a security
18 perimeter for the period of such replacement, provided s/he replaces the
19 employee for a minimum of a seven (7) hour work day and any consecutive
20 scheduled work. The Employer agrees that it shall not reassign employees
21 for the purpose of avoiding the payment of hazard pay under this sub-
22 paragraph.
23
- 24 3. Positions in departments other than Department of Corrections must supervise
25 residents assigned from Department of Corrections, Bureau of Correctional
26 facilities.
27
 - 28 4. Incidental contact such as passing by a resident porter does not qualify a position
29 for hazard pay.
30
 - 31 5. In addition, those positions eligible for "P" rate which are:
32
 - 33 a. Assigned to close, maximum and administrative segregation work units within
34 the security perimeter of a Department of Corrections, Bureau of Correctional
35 Facilities institution which is designated by the Michigan Corrections
36 Commission as having 1) a close, maximum or administrative segregation
37 overall rating, or 2) a close or medium overall rating which would contain an
38 administrative segregation unit; and
39
 - 40 b. Occupied by a Bargaining Unit employee having two (2) years (4,176 hours)
41 or more of continuous service in the Bargaining Unit; shall receive an
42 additional ten cents (\$.10) per hour [for a total of fifty cents (\$.50) per hour].
43

O. Personal Leave Days.

45 Permanent full-time non-probationary employees shall receive two (2) personal
46 leave days (16 hours) to be used in accordance with normal requirements for annual

1 leave usage. Such leave shall be granted to less-than-full-time, non-probationary
 2 permanent employees on a pro-rata basis in accordance with current practice
 3 regarding holidays. Such leave grant shall be extended to employees returning from
 4 leave of absence on their return. Such leave time shall be granted to persons
 5 entering the Bargaining Units (for example, recall from layoff) on a pro-rata basis.
 6 However, no employee shall be entitled to more than one grant of personal leave in
 7 each fiscal year. Such leave shall be credited to the employee's annual leave
 8 balances on each October 1.

9
 10 When an employee has submitted a written request to utilize a personal leave
 11 day at least ninety-six hours prior to the beginning of the pay period and when such
 12 request has been denied, the employee may present a grievance to the Step One
 13 Representative with a request to expedite the grievance. If not expedited to the
 14 satisfaction of the Union, the Union may verbally contact the Step Two
 15 Representative, explain the situation, and request an expedited answer. At each
 16 step, every effort will be made to answer the grievance prior to the date the personal
 17 leave is to be taken.

18
 19 **P. Longevity.**

20 **1. Eligibility**

- 21
 22 a. Career employees who separate from State service and return and complete
 23 five years (10,400 hours) of full-time continuous service prior to October 1st of
 24 any year shall have placed to their credit all previous State classified service
 25 earned.
 26
 27 b. To be eligible for a full annual longevity payment after the initial payment, a
 28 career employee must have completed continuous full-time classified service
 29 equal to the service required for original eligibility, plus a minimum of one
 30 additional year (2080 hours).
 31
 32 c. Career employees rendering seasonal, intermittent or other part-time
 33 classified service shall, after establishing original eligibility, be entitled to
 34 subsequent annual payments on a pro-rata basis for the number of hours in
 35 pay status during the longevity year.

36
 37 **2. Payments** - Payment shall be made in accordance with the table of longevity
 38 values (See Appendix J) based on length of service as of October 1.

- 39
 40 a. No active employee shall receive more than the amount scheduled for one
 41 annual longevity payment during any twelve month period except in the event
 42 of retirement or death.
 43
 44 b. **Initial Payments** - Employees qualify for their initial payment by completing
 45 an aggregate of five years (10,400 hours) of continuous service prior to
 46 October 1. The initial payment shall always be a full payment (no proration).

ARTICLE 43

1 c. **Annual Payments**

- 2 1. Employees qualify for full annual payment by completing 2,080 hours of
3 continuous service during the longevity year.
4
5 2. Employees who are in pay status less than 2,080 hours shall receive a
6 pro-rata annual payment based on the number of hours in pay status
7 during the longevity year.
8

- 9 d. Payments to employees who become eligible on October 1 of any year shall
10 be made on the pay date following the first full pay period in October; except
11 that pro-rata payments in case of retirement or death shall be made as soon
12 as practicable thereafter.
13

14 e. **Lost Time Considerations**

- 15 1. Lost time is not creditable continuous service nor does it count in
16 qualifying for an initial or an annual payment.
17
18 2. Employees do not earn State service credit in excess of 80 hours in a
19 biweekly pay period. Paid overtime does not offset lost time, except
20 where both occur in the same pay period.
21

22 f. **Payment to Employees on Leave of Absence Without Pay and Layoff on**
23 **October 1**

- 24 1. An employee on other than a waived rights leave of absence, who was in
25 pay status less than 2,080 hours during the longevity year, will receive a
26 pro-rata annual payment based on the number of hours in pay status
27 during the longevity year; such payment shall be made on the pay date
28 following the first full pay period in October.
29
30 2. An employee on a waived rights leave of absence will receive a pro-rata
31 longevity payment upon returning from leave.
32

33 g. **Payment At Retirement Or Death** - An employee with 10,400 hours of
34 currently continuous service, who separates by reason of retirement or death
35 shall qualify and receive both a terminal and a supplemental payment as
36 follows:
37

- 38 1. A terminal payment, which shall be either:
39
40 a. A full initial longevity payment based upon the total years of both
41 current and prior service, if the employee has not yet received an initial
42 longevity payment; or,
43
44 b. A pro-rata payment for time worked from the preceding October 1 to
45 the date of separation, if previously qualified. The pro-rata payment is
46 based on hours in pay status since October 1 of the current fiscal year.

- 1 2. A supplemental payment for all time previously not counted in determining
- 2 the amount of prior longevity payments, if any.
- 3
- 4 3. **Longevity Overtime** - Upon conversion, the regular rate add-on for
- 5 longevity will be calculated and paid retroactively for overtime worked in
- 6 the previous fiscal year. This amount will be included in the longevity
- 7 payment.

8

9 **Q. Holidays.**

- 10 1. The following are designated holidays:

11

- 12 New Year's Day Veteran's Day
- 13 Martin Luther King Day Thanksgiving Day
- 14 President's Day Thanksgiving Friday
- 15 Memorial Day Christmas Eve Day
- 16 Independence Day Christmas Day
- 17 Labor Day New Year's Eve Day
- 18 General Election Day (In Even Numbered Years)

19

- 20 2. Eligibility and compensation for holidays shall continue in accordance with
- 21 current practice. (See Appendix C.)

22

- 23 3. At the discretion of the Appointing Authority and with the approval of their
- 24 immediate supervisor, employees may elect to work Veteran's Day and take an
- 25 alternate day off in the same pay period in which the holiday occurs. In the event
- 26 such approval is denied, employees shall not have the right to file grievances
- 27 related thereto.

28

29 **R. Severance Pay.**

30 In recognition of the fact that the deinstitutionalization of the Department of

31 Community Health resident population has resulted and will continue to result in the

32 layoff of a large number of State employees, and in recognition of the fact that such

33 layoffs are likely to result in the permanent termination of the employment

34 relationship, the parties hereby agree to the establishment of severance pay for

35 certain employees.

36

37 1. **Definitions.**

- 38 a. **Layoff** - For purposes of this Section, layoff is defined as the termination
- 39 of active State employment solely as a direct result of a reduction in force.
- 40 Other separations from active State employment such as leaves of
- 41 absence, resignation, suspension or dismissal shall not be considered a
- 42 layoff under the terms of this Section.

43

- 44 b. **Week's Pay** - Week's pay is defined as an employee's gross pay for forty
- 45 (40) hours of work at straight time excluding such things as shift
- 46 differential and "P" rate at the time of layoff.

ARTICLE 43

1 **c. Year of Service** - Year of service is defined as 2088 hours recorded in the
2 PPS Continuous Service Hours Counter (see schedule below).

3
4 2. **Eligibility**. The provisions of this Section shall apply only to Department of
5 Community Health agency-based employees with more than one year of service
6 who have been laid off because of a reduction in the resident population in State
7 institutions. Further, the following employees shall not be eligible to receive
8 severance pay:

9
10 a. Employees who are in less than satisfactory employment status.

11
12 b. Employees with a temporary or limited term appointment having a definite
13 termination date.

14
15 3. **Time and Method of Payment**. After an employee has been laid off for six (6)
16 months in accordance with the provisions of this Section, he/she shall be notified
17 by the Agency in writing that he/she has the option of remaining on the recall
18 list(s) or of accepting a lump sum severance payment and thereby forfeiting all
19 recall rights. The employee must notify the Agency in writing of his/her decision
20 either to accept the severance payment or to retain recall rights. An employee
21 who does not notify the Agency in writing of his/her decision shall be deemed to
22 have elected to retain recall rights.

23
24 If the employee chooses to remain on recall and rejects the payment, the
25 employee has the option at any time within the next six (6) months of accepting
26 the lump sum severance payment and thereby forfeiting all recall rights. An
27 employee who reaches such decision during the second six (6) month period
28 shall notify the Agency in writing of his/her decision.

29
30 An employee who has been laid off for twelve (12) months shall be notified by the
31 Agency in writing that he/she must choose either to accept the lump sum
32 severance payment or to reject such payment. By rejecting such payment, the
33 employee shall retain recall rights in conformance with the provisions of this
34 Agreement and shall have no further opportunity to receive severance payment.
35 The employee must notify the Agency in writing of his/her decision within
36 fourteen (14) calendar days of receipt of the Agency's notification. An employee
37 who does not notify the Agency in writing of his/her decision to accept the
38 severance payment shall be deemed to have permanently rejected such
39 payment and to have retained recall rights in accordance with Article 12. If an
40 employee elects to accept the lump sum payment, the employee's name shall be
41 removed from all recall lists and such payment shall be made by the Agency
42 within sixty (60) calendar days of receipt of the employee's decision.

43
44 4. **Disqualification**. An employee laid off as defined in this Section who has not
45 elected in writing to accept severance payment shall be disqualified from
46 receiving such payment under the following conditions:

- 1 a. If the employee is deceased.
2
3 b. (1) If the employee is hired for any position within the State classified service:
4
5 • If such employment requires a probationary period, upon successful
6 completion of such period.
7 • If no probationary period is required, upon date of hire.
8 • If a probationary period is required and the employee does not
9 successfully complete such required probationary period and is therefore
10 separated, such time of employment shall be bridged for purposes of the
11 time limits in Sub-section R-3. above.
12
13 b. (2) If the employee is hired for any position outside of the State Classified
14 Civil Service and the initial base hourly rate for that new employment is 75
15 percent or more of the employee's final base hourly rate of the Bargaining
16 Unit position from which she/he was laid off.
17
18 c. An employee who refuses recall to or new State employment hiring within a
19 thirty (30) mile radius in the tri-county area of Wayne, Oakland, and Macomb
20 or fifty (50) mile radius outstate of the Agency from which he/she was laid off.
21 The same radius shall apply to an employee who refuses a position with any
22 other department of the State.
23
24 d. An employee permanently recalled to another job in State government.
25

26 **5. Effect of Recall.**
27

- 28 a. An employee temporarily recalled for sixty (60) calendar days or less shall
29 have such time bridged for purposes of counting the time in accordance with
30 Sub-section R-3. above.
31
32 b. An employee permanently [more than sixty (60) calendar days] recalled to a
33 position in this Bargaining Unit and subsequently laid off shall have the same
34 rights as if he/she were laid off for the first time. The time limits listed in Sub-
35 section R-3. above shall be applied from the date of the most recent layoff.
36

37 **6. Effect of Hiring.** If an employee has accepted severance payment and is hired
38 in the State classified service or into a State-funded position caring for residents
39 within two (2) years of the acceptance of severance payment, such employee
40 shall repay to the State the full net (gross less employee's FICA and income
41 taxes) amount of the severance payment received. Such repayment shall not be
42 required until after the employee has successfully completed a required
43 probationary period. Once such employee has successfully completed the
44 required probationary period, that employee shall have a one (1) year period to
45 make the repayment to the Agency from which the severance payment was
46 received. The details of the method and time schedule for such repayment shall

ARTICLE 43

1 be discussed between the employee and the Agency and reduced to writing and
2 signed by the employee and the Appointing Authority or designee of the Agency.
3 In cases of unusual hardship and by mutual consent the one-year period may be
4 extended.

5
6 **7. Payment.** An employee who elects in writing to receive severance pay shall
7 receive an explanation of the terms of such severance pay. The Office of the
8 State Employer shall develop a form which explains to such employee all the
9 conditions attendant to acceptance of severance pay.

10
11 The employee and Appointing Authority or designee shall sign this form and the
12 signatures shall be witnessed. No employee is entitled to receive severance pay
13 until and unless he/she has signed the above mentioned form. The employee
14 shall receive a carbon copy of the signed form.

15
16 The Employer shall deduct from the amount of any severance payment any
17 amount required to be withheld by reason of law or regulation for payment of
18 taxes to any federal, state, county or municipal government. Eligible employees
19 as indicated in Subsections R1-R6 above shall receive severance payment
20 according to the following schedule:

- 21
22 a. Employees who have from one (1) through five (5) years of service: One
23 week's pay for every full completed year of service, years 1-5;
24
25 b. Employees who have more than six (6) full years of service: Two week's pay
26 for every full completed year of service, years 6-10;
27
28 c. Employees who have more than eleven (11) full years of service: Three
29 week's pay for every full completed year of service from year 11 on. For
30 amounts, see following schedule.

31
32 Employees who work less than full-time (80 hours per pay period) shall be
33 eligible in accordance with Subsections R1-R6 above, to receive a proportional
34 severance payment in accordance with the following formula:

35
36 The Agency shall calculate the average number of hours such employee worked
37 for the calendar year preceding such employee's layoff. This number shall then
38 be used to determine the proportion of such employee's time in relation to full-
39 time employment. This proportion shall then be applied to the above payment
40 schedule for purposes of payment. (See following example.)

41
42 However, no employee shall be entitled to receive more than fifty-two (52) weeks
43 of severance pay.

44
45 **8. Effect on Retirement.** The acceptance or rejection of severance pay shall have
46 no effect on vested pension rights under the Retirement Act. The parties agree

that the severance payment shall not be included in the computation of compensation for the purpose of calculating retirement benefits and will seek and support statutory change if such legislation is necessary to so provide.

9. Effective Date. The provisions of this Section shall apply to employees in the Labor and Trades Unit in the Department of Community Health laid off on or after October 1, 1983.

SEVERANCE PAY SCHEDULE

<u>Hours</u>	<u>Years</u>	<u>Week's Pay</u>
2088 - 4176	1	1
4177 - 6264	2	2
6265 - 8352	3	3
8353 - 10440	4	4
10441 - 12528	5	5
12529 - 14616	6	7
14617 - 16704	7	9
16705 - 18792	8	11
18793 - 20880	9	13
20881 - 22968	10	15
22969 - 25056	11	18
25057 - 27144	12	21
27145 - 29232	13	24
29233 - 31320	14	27
31321 - 33408	15	30
33409 - 35496	16	33
35497 - 37584	17	36
37585 - 39672	18	39
39673 - 41760	19	42
41761 - 43848	20	45
43849 - 45936	21	48
45937 - 48024	22	51
48025 - 50112	23	52
50113 - 52200	24	52
52201 - 54288	25	52 Etc.

EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL-TIME EMPLOYEE

Average number of hours worked in previous calendar year: 1980

Full-time employee hours: 2088

Proportion (or percentage) $\frac{1980}{2088} = 94.8\%$

$.948 \times \$S.P. = \$\text{Gross Amount to be paid}$

S.P. = Severance Payment from schedule

ARTICLE 43

1 The employee agrees that employees who are indefinitely laid off shall be eligible
2 for severance payments in accordance with the provisions of this Section during the
3 life of this Agreement, up to the maximum total of \$2.5 million. The provisions of the
4 sub-section will not apply to Department of Community Health employees entitled to
5 severance pay under this section.
6

7 **S. Deferred Compensation.**

8 Employees who are laid off from State employment and who have been enrolled
9 in the State's Deferred Compensation Program shall be provided with a written
10 explanation of their options regarding their contributions made to the Plan. Such
11 written explanation shall fully outline and be only limited by governing IRS
12 Regulation 457 and the State's IRS approved Deferred Compensation Plan.
13

14 **T. Reimbursement Rates - Travel.**

15 Employees shall be entitled to travel reimbursement at the rates and in
16 accordance with the Standardized Travel Regulations and the Department of
17 Management and Budget Administrative Manual 5-3-1 which are in effect on the
18 date(s) of travel.
19

20 **U. A Qualified 401(k) Tax-Sheltered Plan.**

21 The qualified 401(k) Tax-Sheltered Plan currently in effect shall be continued for
22 employees in these Bargaining Units.
23

24 **V. Flexible Compensation Plan.**

25 The Employer shall maintain the current flexible compensation plan for
26 employees in these Bargaining Units. The Employer's share of the cost of parking in
27 State owned lots, health, vision, and dental insurance coverage is deducted from
28 gross pay rather than take home (after-tax) pay. This reduces the amount of state
29 and federal taxes withheld. The gross pay before all the deductions is still used for
30 the computation of retirement, life insurance, and long term disability benefits. The
31 employee automatically makes the election for flexible compensation by enrolling in
32 the health, vision, or dental plans. The premiums for long term disability (LTD) is not
33 deducted before taxes because it would make the LTD benefits entirely taxable
34 instead of being partially tax free as they are now. Effective 1/1/87, federal FICA
35 taxes will also not be deducted from the amount employees pay for health, vision,
36 and dental insurance.
37

38 Effective October 1, 1989, employees in these Bargaining Units will be eligible to
39 participate in the State of Michigan dependent care and medical spending accounts
40 authorized in accordance with Section 125 of the Internal Revenue Service Code.
41

42 **W. Safety Shoes.**

43 The allowance paid by the Employer for the purchase of any required safety
44 shoes in accordance with the provisions of Article 22, Section E, shall be the actual
45 cost of such shoes up to a maximum reimbursement of \$100. In the alternative, an
46 employee may elect to be reimbursed the actual cost of required safety shoes once

1 in a two-year period, up to a maximum of \$200.00. The applicable period shall be
2 measured from the date of the most recent request for reimbursement.

3
4 When an employee presents medical evidence of the need for an orthopedic
5 safety shoe the Employer shall reimburse the actual cost of the orthopedic safety
6 shoe not otherwise covered by the health insurance.

7
8 **X. Conservation Officer Per Diem.**

9 Conservation Officers-E and -SR-A shall receive a \$3.00 per diem for emergency
10 response. This shall be paid quarterly in January, April, July, and October. The
11 parties may agree to a biweekly payment when administratively possible.

12
13 **Y. Motor Carrier Officer Per Diem.**

14 Effective June 13, 1986, the per diem previously paid to Motor Carrier Officer 9
15 and 10 was rolled into the base rate. This Section is written solely to document that
16 action.

17
18 **Z. Effective Date.**

19 This Article shall be effective on October 1, 2012 unless otherwise specified.
20
21

22 **ARTICLE 44**
23 **PRINTING OF THE AGREEMENT**
24

25 The Employer and MSEA shall jointly proof this Agreement against the tentative
26 Agreement ratified by the parties and approved by the Civil Service Commission and
27 shall agree upon a common cover color and format prior to final printing and
28 distribution. The Agreement may be printed by the Department of Technology,
29 Management and Budget Print and Graphics Services. The Employer shall be
30 responsible for the cost of its own copies of this Agreement. MSEA shall be
31 responsible for the cost of its own copies and copies to be provided to employees in
32 the Bargaining Unit. A copy of this Agreement shall be available to be consulted by
33 an employee upon request in the office of every supervisor of employees covered by
34 this Agreement.

35
36
37 **ARTICLE 45**
38 **UNION INFORMATION TO THE EMPLOYER**
39

40 MSEA agrees to furnish the following information in writing to the Employer:

- 41
42 1. A list of Designated Stewards and their respective jurisdictions annually.
43
44 2. A list of the Department Caucus Spokespersons.
45
46 3. A list of State Officers and Regional Directors.

ARTICLE 45

1 4. MSEA Constitution.

2
3 5. Current MSEA office(s) mailing addresses and phone numbers.

4
5 Any changes or additions to the above information shall be forwarded to the
6 Employer by the Union, in writing, as soon as such changes are made.

7
8
9 **ARTICLE 46**
10 **NO STRIKE - NO LOCKOUT**

11
12 **Section A. No Strike.**

13 The Employer and MSEA recognize their mutual responsibility to provide for
14 uninterrupted services. Therefore, for the duration of this Agreement, neither MSEA,
15 either individually or through its members, nor any employees covered by this
16 Agreement, will authorize, instigate, condone, or take part in any strike, work
17 stoppage, slowdown or other concerted interruption of operations of services by
18 employees, and employees will maintain the full and proper performance of duties in
19 the event of a strike.

20
21 When the Employer notifies the Union by certified mail that any of the employees
22 in these Representation Units are engaged in any such strike activity, MSEA shall
23 immediately inform such employees that strikes are in violation of this Agreement
24 and contrary to the Civil Service Rules and Regulations.

25
26 **Section B. No Lockout.**

27 The Employer agrees that neither it, its officers, agents nor representatives,
28 individually or collectively, will authorize, instigate, or condone, or take part in, any
29 lockout.

30
31
32 **ARTICLE 47**
33 **EFFECT OF CIVIL SERVICE COMMISSION RULES, REGULATIONS**
34 **AND COMPENSATION PLAN**

35
36 The parties recognize that this Agreement is subject to the Rules and
37 Regulations of the Civil Service Commission and the Civil Service Compensation
38 Plan. The parties therefore adopt and incorporate herein such Rules and
39 Regulations (except Rules governing prohibited subjects of bargaining) and the
40 Compensation Plan provided that the subject matter of such Rules, Regulations and
41 Compensation Plan is not covered in this Agreement.

42
43 Except as otherwise provided in the Civil Service Rules and Regulations, if the
44 subject matter of a proper subject of bargaining is addressed in this Agreement, the
45 provisions of this Agreement shall govern entirely.

1 Except as otherwise provided in the Civil Service Rules and Regulations, where
 2 any provision of this Agreement is in conflict with any current Commission Rule or
 3 Provision of the Compensation Plan regarding a proper subject of bargaining, the
 4 parties will regard Commission approval of this Agreement as an expression of
 5 policy by the Commission that the parties are to be governed by the provisions of
 6 this Agreement.

7
 8 The parties agree that upon appointment to a different classification series,
 9 movement into or within the Bargaining Unit, in those circumstances where the
 10 employee does not meet the experience requirements for the journey (experienced)
 11 level, the employee's rate of pay shall be maintained at the previous rate of pay until
 12 the employee becomes eligible for the experienced level of the new classification
 13 series, provided the previous rate of pay does not exceed the maximum of the new
 14 experienced level class. In such cases the employee shall be paid at the maximum
 15 of the new experienced level class.

16
 17
 18 **ARTICLE 48**
 19 **SEVERABILITY**

20
 21 In the event that any provision of this Agreement at any time after execution shall
 22 be declared to be invalid by any court of competent jurisdiction, or abrogated by law,
 23 such invalidation of such part or portion of the Agreement shall not invalidate the
 24 remaining portions of this Agreement, it being the express intent of the parties that
 25 all other provisions not thereby invalidated shall remain in full force and effect. The
 26 parties shall promptly enter into collective bargaining negotiations for the purpose of
 27 arriving at a mutually satisfactory replacement for such invalidated provision.

28
 29
 30 **ARTICLE 49**
 31 **PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES**

- 32
 33 A. Permanent-intermittent employees shall be used only for job assignments which
 34 are characterized by periodic, irregular or cyclical scheduling. Permanent-
 35 intermittent employees shall not be used for the purpose of eroding permanent
 36 full-time employment.
- 37
 38 B. Permanent-intermittent and part-time employees are entitled to all benefits in
 39 accordance with Appendix C. Seniority is accrued in accordance with Article 11,
 40 based on hours worked.
- 41
 42 C. Permanent-intermittent and part-time employees shall have their holiday pay
 43 calculated in accordance with current practice except where such an employee
 44 works full-time for all non-holiday hours during the pay period in which the
 45 holiday occurs, whereupon they will be entitled to full holiday credit.

ARTICLE 49

- 1 D. As applicable, the scheduling, furloughing, return from furlough, layoff and recall
2 of Permanent-intermittent and part-time employees shall continue in accordance
3 with current departmental practices until negotiated otherwise in secondary
4 negotiations. To the extent permitted by Civil Service Rules and Regulations, the
5 issue of converting permanent-intermittent employees to permanent full-time is a
6 proper subject for secondary negotiations. Any and all other issues arising out of
7 the employment of Permanent-intermittent and part-time employees shall be
8 discussed in Labor-Management Meetings.
9
- 10 E. Permanent-intermittent and part-time employees who have acquired status shall
11 have transfer rights to other Permanent-intermittent and part-time positions in
12 accordance with Article 13, Assignment and Transfer. Further, Permanent-
13 intermittent and part-time employees who have acquired status shall have
14 transfer rights to other permanent full-time and part-time positions in accordance
15 with Article 13, Assignment and Transfer.
16
- 17 F. The Employer agrees to provide a minimum call-in guarantee of two (2) hours for
18 Permanent-intermittent employees who are scheduled to work or called in to
19 work in accordance with departmental practice and who after arriving at the work
20 site, are advised that they are not needed, or work less than two (2) hours.
21
- 22 G. Permanent-intermittent and part-time employees who work an assigned shift and
23 who, after returning home, are called back to work will be paid in accordance with
24 the call back provisions as outlined in Article 14, Section H.
25
26
27

28 **ARTICLE 50**
29 **SECONDARY NEGOTIATIONS**

30 The parties acknowledge and agree that no secondary negotiations may take
31 place except as specifically authorized by an Article of this Agreement. The parties
32 agree to extend the life of secondary agreements and Letters of Understanding
33 relative to the administration thereof until such time as new secondary agreements
34 have been negotiated and approved by the Civil Service Commission. An extension
35 of a secondary agreement requires the approval of the Civil Service Commission. It
36 is understood and agreed that no provision of a secondary agreement may take
37 precedence over any provision of this (primary) Agreement. Thus, if a conflict arises
38 between a provision of this Agreement and a provision of a secondary agreement
39 the provisions of this primary Agreement rather than the secondary shall prevail.
40

41 The parties shall conclude negotiations on secondary agreements no later than
42 three months after Civil Service Commission approval of this primary Agreement.
43 Should the parties fail to agree on items properly referred to secondary negotiations
44 within three months after the primary Agreement was approved by the Civil Service
45 Commission, the outstanding items will be submitted to Impasse in a manner
46 provided in the Civil Service Rules and Regulations.

1 Prior to the actual signing of a complete tentative secondary agreement(s) by the
2 Departments and the MSEA departmental caucus Spokesperson, the Office of State
3 Employer and the MSEA President shall have 10 work days from receipt of the
4 Agreement to concurrently review and approve or disapprove the tentative
5 Agreement. Thereafter, any signing of tentative Agreements shall not require further
6 review or approval of the Office of State Employer or MSEA.

7
8 Any agreements reached in secondary negotiations shall not be final until ratified
9 by MSEA and approved by the Civil Service Commission.

10
11
12 **ARTICLE 51**
13 **LABOR-MANAGEMENT COUNCIL**

14
15 A Labor-Management Council composed of the President of MSEA or his/her
16 designee, the Director of the Office of the State Employer or his/her designee, and
17 four (4) members selected by the MSEA and four (4) members selected by the
18 Office of the State Employer has been established. The Parties may mutually agree
19 upon a greater number of members. This Council shall meet on an as-needed basis
20 to examine and attempt to resolve issues of interdepartmental impact and/or
21 statewide concerns.

22
23 This Council will seek the advice and assistance of the Federal Mediation and
24 Conciliation Service (FMCS) to assist in resolving disputes.

25
26
27 **ARTICLE 52**
28 **INTEGRITY OF THE BARGAINING UNIT**

29
30 A. The Employer recognizes that the integrity of the Bargaining Units is of significant
31 concern to MSEA. Bargaining Unit work shall, except as provided below, be
32 performed by Bargaining Unit employees. The Employer shall not assign
33 Bargaining Unit work to employees outside of MSEA Bargaining Units except in
34 the case of emergency, temporary work relief or to the extent that such work is a
35 part of their duties as provided in the Civil Service class specifications or to the
36 extent that such assignment is a matter of customary practice on the effective
37 date of this Agreement. In no event shall such assignments be made for the
38 purpose of reducing or eroding the Bargaining Units.

39
40 B. The Employer may continue to utilize job training programs, such as the
41 programs listed below, provided the primary purpose of such programs shall be
42 to supplement ongoing activities or to provide training opportunities.

- 43
44 • Student Work Experience
45 • CETA Program Employees
46 • Patient/Employee Programs

ARTICLE 52

- 1 • Seasonal Recreation Programs
- 2 • Volunteer Programs
- 3 • WIN/GA Experience Programs
- 4 • Prisoner/Employee Programs & etc.

5
6 The Employer will provide MSEA with information which permits the Association
7 to monitor the implementation of such programs, if not already provided. It is the
8 intent that an Association allegation that such a program is being used by the
9 Employer as a substitute, rather than a supplement, for ongoing State employee
10 activities, or causes layoffs or such programs are used to avoid the recall of
11 Bargaining Unit employees, shall be grievable under the provisions set forth in
12 this Agreement.

13
14 C. Supervisory employees shall be permitted to perform Bargaining Unit work to the
15 extent that such work is a part of their duties as provided in the Civil Service
16 class specifications or to the extent that such assignment is a matter of
17 customary practice on the effective date of this Agreement, in case of training
18 (including demonstration of the proper method of completing the task assigned),
19 temporary work relief, or in the case of emergency. In those cases where lead
20 workers are performing some supervisory duties, the parties agree that such
21 employees shall not be considered supervisory for purposes of this Section.

22
23 D. The Employer recognizes its obligation to utilize Bargaining Unit members in
24 accordance with the merit principles of the Civil Service Commission. The
25 Employer reserves the right to use contractual service where necessary or
26 desirable to provide cost-effective, efficient services to the public.

27 The Employer agrees to make reasonable efforts (not involving a delay in
28 implementation) to avoid or minimize the impact of such sub-contracting upon
29 Bargaining Unit employees.

30
31 Whenever the Employer intends to contract out, sub-contract services or renew
32 such contracted services, including preauthorized contractual services, the
33 Employer shall, as early as possible, but at least fifteen (15) calendar days prior
34 to the implementation of the contract, sub-contract or contractual services
35 renewal, give written notice of its intent to MSEA. When a contract in excess of
36 \$250,000 is to be submitted to Civil Service notice shall be provided to MSEA at
37 least forty (40) calendar days prior to the implementation of the contract. Notice
38 shall consist of a copy of the request made to Civil Service unless such a request
39 is not required, in which case, a copy of the contract will be provided. The
40 Employer will indicate on the CS-138 form the date that notice of the sub-contract
41 was provided to the Union. The notice shall include such matters as:

- 42 1. The nature of the work to be performed or the service to be provided;
- 43 2. The proposed duration and cost of such sub-contracting;

1 3. The rationale for such sub-contracting unless pre-authorized.
2

3 The Employer shall, upon written request, meet and confer with the Union over
4 the impact of the proposed contractual services, including preauthorized
5 contractual services, upon the Bargaining Units.
6

7 E. MSEA may propose alternatives to sub-contracting. Such meeting shall occur
8 within ten (10) calendar days [fifteen (15) calendar days in the case of a contract
9 in excess of \$250,000] from the date of notice to MSEA. Such discussions shall
10 not serve to delay implementation of the Employer's decisions or preclude MSEA
11 from challenging the contractual personal service request. Upon the request of
12 MSEA, in a good faith effort to reduce subcontracting, the Employer will meet
13 with MSEA to discuss utilizing shared services with the state employees and/or
14 to avoid duplicated contract services.
15

16 F. The Employer shall also provide MSEA, upon written request, information
17 necessary to monitor the implementation, including costs, of the contract or sub-
18 contract. If the volume of the information requested under this Section would
19 place an unreasonable burden on the Employer, the parties will meet to attempt
20 to identify alternative mechanisms for providing such information.
21

22
23 **ARTICLE 53**
24 **DRUG AND ALCOHOL TESTING**
25

26 **A. Definitions.**

27 As used in this article:
28

- 29 1. ***Alcohol test*** means a chemical or breath test administered for the purpose of
30 determining the presence or absence of alcohol in a person's body.
31
- 32 2. ***Drug*** means a controlled substance or a controlled substance analogue listed
33 in Schedule 1 or Schedule 2 of Part 72 of the Michigan Public Health Code,
34 Act No. 368 of the Public Acts of 1978, being Sections 333.7201, et seq., of
35 the Michigan Compiled Laws, as may be amended from time to time.
36
- 37 3. ***Drug test*** means a chemical test administered for the purpose of determining
38 the presence or absence of a drug or metabolites in a person's bodily fluids.
39
- 40 4. ***Random selection basis*** means a mechanism for selecting test-designated
41 employees for drug tests and alcohol tests that (1) results in an equal
42 probability that any employee from a group of employees subject to the
43 selection mechanism will be selected and (2) does not give the Employer
44 discretion to waive the selection of any employee selected under the
45 mechanism.
46

ARTICLE 53

- 1 5. **Reasonable suspicion** means a belief, drawn from specific objective facts
2 and reasonable inferences drawn from those facts in light of experience, that
3 an employee is using or may have used drugs or alcohol in violation of a
4 departmental work rule or a Civil Service Rule or Regulation. By way of
5 example only, reasonable suspicion may be based upon any of the following:
6
- 7 a. Observable phenomena, such as direct observation of drug or alcohol use
8 or the physical symptoms or manifestations of being impaired by, or under
9 the influence of, a drug or alcohol.
- 10
- 11 b. A report of on-duty or sufficiently recent off-duty drug or alcohol use
12 provided by a credible source.
- 13
- 14 c. Evidence that an individual has tampered with a drug test or alcohol test
15 during employment with the State of Michigan.
- 16
- 17 d. Evidence that an employee is involved in the use, possession, sale,
18 solicitation, or transfer of drugs or alcohol while on duty, while on the
19 Employer's premises, or while operating the Employer's vehicle,
20 machinery, or equipment.
- 21
- 22 6. **Rehabilitation program** means an established program to identify, assess,
23 treat, and resolve employee drug or alcohol abuse.
- 24
- 25 7. **Test-designated employee** means an employee who occupies a test-
26 designated position.
- 27
- 28 8. **Test-designated position** means any of the following:
- 29
- 30 a. A safety-sensitive position in which the incumbent is required to possess a
31 valid commercial driver's license or to operate a commercial motor vehicle, an
32 emergency vehicle, or dangerous equipment or machinery.
- 33
- 34 b. A position in which the incumbent possesses law enforcement powers or is
35 required or permitted to carry a firearm while on duty.
- 36
- 37 c. A position in which the incumbent, on a regular basis, provides direct health
38 care services to persons in the care or custody of the State or one of its
39 political subdivisions.
- 40
- 41 d. A position in which the incumbent has regular unsupervised access to and
42 direct contact with prisoners, probationers, or parolees.
- 43
- 44 e. A position in which the incumbent has unsupervised access to controlled
45 substances.
- 46

- 1 f. A position in which the incumbent is responsible for handling or using
2 hazardous or explosive materials.
3
4 g. Another position agreed to in secondary negotiations.
5

6 **B. Prohibited Activities.**

7 An employee shall not do any of the following:
8

- 9 1. Consume alcohol while on duty, except as specified in the position description
10 and department policy for liquor control agents.
11
12 2. Consume drugs while on duty, except pursuant to a lawful prescription issued to
13 the employee.
14
15 3. Report to duty or be on duty with a prohibited level of alcohol or drugs present in
16 the employee's bodily fluids.
17
18 4. Refuse to submit to a required drug test or alcohol test.
19
20 5. Interfere with any testing procedure or tamper with any test sample.
21

22 **C. Testing Employees.**

23 The Employer may require an employee, as a condition of continued
24 employment, to submit to a drug test or an alcohol test, as provided in this Article.
25

26 **1. Tests Authorized.**

- 27
28 a. **Reasonable suspicion testing.** An employee shall be required to submit to
29 a drug test or an alcohol test if there is reasonable suspicion that the
30 employee has violated this Article. In such situations the Employer will
31 arrange appropriate transportation to the testing site and then to their
32 residence.
33
34 b. **Pre-appointment testing.** An employee not occupying a test-designated
35 position shall submit to a drug test if the employee is selected for a test-
36 designated position. The parties agree that in the Department of State Police,
37 Motor Carrier Officer recruits shall be subject to a six panel drug test once
38 during recruit school.
39
40 c. **Follow-up testing.** An employee shall submit to an unscheduled follow-up
41 drug test or alcohol test if, within the previous 24-month period, the employee
42 voluntarily disclosed drug or alcohol problems, entered into or completed a
43 rehabilitation program for drug or alcohol abuse, failed or refused a pre-
44 appointment drug test, or was disciplined for violating this rule.
45

ARTICLE 53

1 d. **Random selection testing.** A test-designated employee shall submit to a
2 drug test and an alcohol test if the employee has been selected for testing on
3 a random selection basis.
4

5 The Office of the State Employer will provide data on testing percentages
6 annually upon request by the MSEA.
7

8 e. **Post-incident testing.** A test-designated employee shall submit to a drug
9 test or an alcohol test if there is evidence that the test-designated employee
10 may have caused or contributed to an on-duty accident or incident resulting in
11 death, or serious personal injury requiring immediate medical treatment, that
12 arises out of any of the following:
13

- 14 (1) The operation of a motor vehicle.
- 15 (2) The discharge of a firearm.
- 16 (3) A physical altercation.
- 17 (4) The provision of direct health care services.
- 18 (5) The handling of dangerous or hazardous materials.

23
24 **2. Limitations On Certain Tests.**

25 a. **Test Selection.** An employee subject to testing under this rule may be
26 required to submit only to a drug test, only to an alcohol test, or to both tests.
27 However, pre-appointment testing shall be limited to drug testing.
28

29 b. **Limitations On Follow-Up Testing.** The Employer may require an
30 employee who is subject to follow-up testing to submit to no more than six
31 unscheduled drug or alcohol tests within any twelve-month period.
32

33 c. **Limitations On Random Selection Testing.** The number of drug tests
34 conducted in any one year on a random selection basis shall not exceed five
35 percent (5%) of the number of all test-designated positions. The number of
36 alcohol tests conducted in any one year on a random selection basis shall not
37 exceed five percent (5%) of the number of all test-designated positions.
38

39 The parties will review drug testing data on an annual basis and should there
40 be a significant increase in positive drug and alcohol tests in the preceding
41 year, the Employer reserves the right to increase the random selection basis
42 up to 10%. Should the percent increase occur and there is a further
43 significant increase in positive drug and alcohol tests during the next or
44 subsequent annual review, the Employer reserves the right to increase
45 random selection basis to 15% of the number of all tests designated
46 positions.

- 1 d. **Limitations On Reasonable Suspicion Testing.** Before an employee is
2 subject to reasonable suspicion testing, a trained supervisor must document
3 the basis for the reasonable suspicion. In addition, an employee shall not be
4 subject to a reasonable suspicion test until the Employer-designated drug and
5 alcohol testing coordinator (DATC), or the DATC's designee, has given
6 express, individualized, approval to conduct the test.

7
8 **D. Drug and Alcohol Testing Protocols.**

- 9 1. **Drug Testing Protocol.** The Employer will adopt the current "Mandatory
10 Guidelines for Federal Workplace Drug Testing Programs," as amended, issued
11 by the U.S. Department of Health and Human Services (the "HHS Drug
12 Guidelines") as the protocol for drug testing under this Article. If an employee
13 tests positive for prohibited drugs on the initial test but the results of the split
14 sample test are negative, the employee shall then be reimbursed for the cost
15 paid by the employee for said split sample test.
- 16
17 2. **Alcohol Testing Protocol.** The Employer will adopt the alcohol testing
18 provisions of the current "Procedures for Transportation Workplace Drug and
19 Alcohol Testing Programs," as amended, issued by the U.S. Department of
20 Transportation (the "DOT Alcohol Guidelines") as the protocol for alcohol testing
21 under this Article.
- 22
23 3. **Changes In Protocol.** During the term of this agreement, the parties may agree
24 to amend the protocols without the further approval of the Civil Service
25 Commission to include any final changes to the HHS Drug Guidelines or the DOT
26 Alcohol Guidelines that are published in the Federal Register and become
27 effective. If the parties agree to adopt any such final changes, the parties shall
28 notify the State Personnel Director in writing of the changes and their effective
29 date. Any other change in the protocols requires the approval of the Civil Service
30 Commission.

31
32 **E. Prohibited Levels of Drugs and Alcohol.**

- 33 1. **Prohibited Levels of Drugs.** It is a violation of this Article for an employee to
34 test positive for any drug under the HHS Drug Guidelines at the time the
35 employee reports to duty or while on duty. A positive test result shall constitute
36 just cause for the Employer to discipline the employee.
- 37
38 2. **Prohibited Levels of Alcohol.** It is a violation of this Article for an employee to
39 report to duty or to be on duty with a breath alcohol concentration equal to or
40 greater than **0.02**. A confirmatory test result equal to or greater than **0.02** shall
41 constitute just cause for the Employer to discipline the employee.

42
43 **F. Penalties.**

- 44 1. The Employer may impose discipline, up to and including dismissal, for violation
45 of this Article. All discipline for violation of any provision of this Article shall be
46 subject to the provisions of Article 9 regarding discipline.

ARTICLE 53

1 2. An employee selected for a test-designated position shall not serve in the test-
2 designated position until the employee has submitted to and passed a pre-
3 appointment drug test. If the employee fails or refuses to submit to the drug test,
4 interferes with a test procedure, or tampers with a test sample, the employee
5 shall not be appointed, promoted, reassigned, recalled, transferred, or otherwise
6 placed in the test-designated position. The Department of Civil Service shall also
7 remove the employee from all employment lists for test-designated positions and
8 shall disqualify the employee from any test-designated position for a period of
9 three years. In addition, if the employee interferes with a test procedure or
10 tampers with a test sample, the employee may also be disciplined by the
11 Employer as provided in subsection (1). An employee's qualification for
12 appointment in the classified service is a prohibited subject of bargaining and any
13 complaint regarding action by the Department of Civil Service shall be brought
14 only in a Civil Service technical appeal proceeding.

15
16 **G. Self-reporting.**

- 17 1. **Reporting.** An employee who voluntarily discloses to the Employer a problem
18 with controlled substances or alcohol shall not be disciplined for such disclosure
19 if, and only if, the problem is disclosed before the occurrence of any of the
20 following:
21
22 a. For reasonable suspicion testing, before the occurrence of an event that gives
23 rise to reasonable suspicion that the employee has violated this rule.
24
25 b. For pre-appointment testing, follow-up testing, and random selection testing,
26 before the employee is selected to submit to a drug test or alcohol test.
27
28 c. For post-incident testing, before the occurrence of any accident that results in
29 post-accident testing.
30
31 2. **Employer Action.** After receiving notice, the Employer shall permit the
32 employee an immediate leave of absence to obtain medical treatment or to
33 participate in a rehabilitation program. In addition, the Employer shall remove the
34 employee from the duties of a test-designated position until the employee
35 submits to and passes a follow-up drug test or alcohol test. The Employer may
36 require the employee to submit to further follow-up testing as a condition of
37 continuing or returning to work.
38
39 3. **Limitation.** An employee may take advantage of the provisions of Article G(1)
40 no more often than two times while employed in the classified service. An
41 employee making a report is not excused from any subsequent drug or alcohol
42 test or from otherwise complying in full with this Article. An employee making a
43 report remains subject to all drug and alcohol testing requirements after making a
44 report and may be disciplined as the result of any subsequent drug or alcohol
45 test, including a follow-up test.
46

H. Union Representation.

If an employee is directed to submit to a reasonable suspicion drug or alcohol test, the employee may confer with an available MSEA representative in person (if available on site) or by telephone. However, such contact shall not unreasonably delay the testing process.

I. Identification of Test-designated Positions.

Each Appointing Authority shall first nominate classes of positions, subclasses of positions, or individual positions to be test-designated. The State Employer shall review the nominations and shall designate as test-designated positions all the classes, subclasses, or individual positions that meet one or more of the requirements of Section A(8) of this Article. The designation by the State Employer shall not be limited by or to the nominations or recommendations of the Appointing Authority. The Appointing Authority shall give written notice of designation to each test-designated employee and to the MSEA at least fourteen (14) days before implementing the testing provisions of this rule.

The MSEA may file a grievance contesting the designation of a particular position. However, an employee occupying a position designated as a test-designated position who is given notice of the designation shall be subject to testing as provided in this Article until a final and binding determination is made that the employee is not occupying a test-designated position.

J. Coordination of Rule and Federal Regulations.

The provisions of this Article are also applicable to employees subject to mandatory Federal regulations governing drug or alcohol testing. However, in any circumstance in which (1) it is not possible to comply with both this rule and the Federal regulation or (2) compliance with this rule is an obstacle to the accomplishment and execution of any requirement of the Federal regulation, the employee shall be subject only to the provision of the Federal regulation.

ARTICLE 54
TERMINATION OF AGREEMENT

This Agreement shall be effective upon approval by the Civil Service Commission and shall continue in full force and effect until midnight, December 31, 2013. This Agreement completes the parties' obligation to bargain over Article 43, Compensation, for Fiscal Years 2012-2013 and 2013-2014.

In witness whereof, the parties hereto have set their hands:

MICHIGAN STATE EMPLOYEES ASSOCIATION

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

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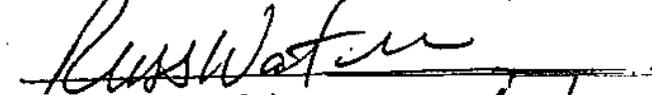
MICHIGAN STATE EMPLOYEES ASSOCIATION

MSEA Bargaining Team

Kenneth Moore



Russell Waters



Carl Asher



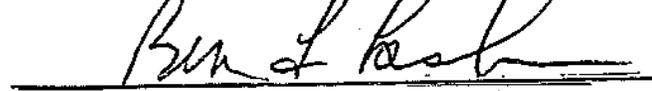
Rodney Snyder



Jeffrey Hemmelsbach



Ben Lasher



Joseph Lake



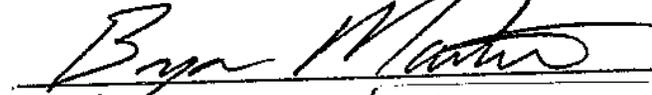
Dan Bumford



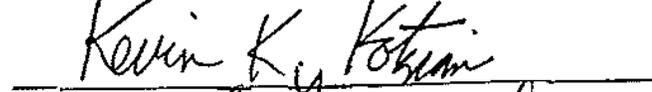
Rodney Kinnear



Bryan Martin



Kevin Kotzian



Fidencio "Frank" Gonzales



Kurt Hogue



Eric Waters



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STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

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Janine M. Winters, Director

Kenneth Wright, Chief Negotiator

Heather Calahan, Department of Corrections

Jan Stuart, Department of Human Services

Lori May, Licensing and Regulatory Affairs

Rick Brooks, Quality of Life - Environmental Quality

Mary Beth Estrada, Quality of Life – Natural Resources

Michael Morrison, Quality of Life - Natural Resources

Tracy Ruh, Department of State Police

Dennis Armistead, Department of Transportation

APPENDIX A

APPENDIX A

LABOR AND TRADES UNIT -- A31

Ref: Article 3 - Recognition

All of the classifications in the Labor and Trades Unit are eligible (CODE 1) for overtime pay.

<u>HRMN POSITION</u>	<u>POSITION CODE</u>	<u>GRADE</u>
Aircraft Mechanic-E	AIRCMCHE	9
Aircraft Mechanic-E	AIRCMCHE	E10
Aircraft Mechanic-A	AIRCMCHA	11
Automotive Body Repairer-E	AUTORPRE	8
Automotive Body Repairer-E	AUTORPRE	E9
Automotive Body Repairer-A	AUTORPRA	10
Automotive Mechanic-E	AUTOMCHE	8
Automotive Mechanic-E	AUTOMCHE	E9
Automotive Mechanic-A	AUTOMCHA	10
Bridge Operator-E	BRDGOPRE	6
Bridge Operator-E	BRDGOPRE	7
Bridge Operator-E	BRDGOPRE	E8
Bridge Operator-A	BRDGOPRA	9
Bridge Worker-E	BRDGWKRE	6
Bridge Worker-E	BRDGWKRE	7
Bridge Worker-E	BRDGWKRE	E8
Bridge Worker-A	BRDGWKRA	9
Building Trades Crew Leader	BLDTRLDR	E10
Carpenter-E	CARPNTRE	8
Carpenter-E	CARPNTRE	E9
Carpenter-A	CARPNTRA	10
Central Control Operator-E	CENTOPRE	8
Central Control Operator-E	CENTOPRE	E9
Central Control Operator-A	CENTOPRA	10
Communications Network Installer-E	COMNINRE	8
Communications Network Installer-E	COMNINRE	E9
Communications Network Installer-A	COMNINRA	10
Electrician Licensed-E	ELECTRNE	E9
Electrician Licensed-A	ELECTRNA	10
Electrician Master Licensed-E	ELECLICE	E10
Electrician Master Licensed-A	ELECLICA	11
Elevator Repairer-Licensed	ELVATLIC	E10
Equipment Operator-E	EQUOPPRE	7
Equipment Operator-E	EQUOPPRE	E8
Equipment Operator-A	EQUOPPRA	9
Facilities Manager V - Frozen		
Farm Crew Leader-E	FRMCLDRE	8

APPENDIX A

1	Farm Crew Leader-E	FRMCLDRE	E9
2	Farmer	FARMER	E6
3	Groundskeeper-E	GROUNKPR	E8
4	Heavy Equipment Mechanic – E	HYEQMCH	9
5	Heavy Equipment Mechanic – E	HYEQMCH	E10
6	Heavy Equipment Mechanic – A	HYEQMCHA	11
7	Industries Production Leader-E	INDPLDRE	8
8	Industries Production Leader-E	INDPLDRE	9
9	Industries Production Leader-E	INDPLDRE	E10
10	Janitor-E	JANITORE	E5
11	Janitor-A	JANITORA	6
12	Laborer-E	LABORERE	5
13	Laborer-E	LABORERE	E6
14	Locksmith-E	LOCKSMTE	8
15	Locksmith-E	LOCKSMTE	E9
16	Locksmith-A	LOCKSMTA	10
17	Machinist-E	MACHNSTE	E9
18	Machinist-A	MACHNSTA	10
19	Maintenance Mechanic-E	MAINMCHE	8
20	Maintenance Mechanic-E	MAINMCHE	E9
21	Maintenance Mechanic-A	MAINMCHA	10
22	Mason-Plasterer-E	MASNPLSE	8
23	Mason-Plasterer-E	MASNPLSE	E9
24	Mason-Plasterer-A	MASNPLSA	10
25	Microfilm Machine Operator-E	MCFLOPRE	5
26	Microfilm Machine Operator-E	MCFLOPRE	E6
27	Microfilm Machine Operator-A	MCFLOPRA	7
28	Motor Vehicle Operator-E	MOTVOPRE	E6
29	Motor Vehicle Operator-A	MOTVOPRA	7
30	Motor Vehicle Operator-2A	MOTVOPR2A	8
31	Office Machines Repairer	OFFMCRPR	E9
32	Painter-E	PAINTERE	8
33	Painter-E	PAINTERE	E9
34	Painter-A	PAINTERA	10
35	Plumber-E	PLUMBERE	8
36	Plumber-E	PLUMBERE	E9
37	Plumber-A	PLUMBERA	10
38	Plumber Licensed-E	PLUMLICE	E10
39	Plumber Licensed-A	PLUMLICA	11
40	Power Plant Operator-E	PWPLOPRE	8
41	Power Plant Operator-E	PWPLOPRE	E9
42	Power Plant Operator-A	PWPLOPRA	10
43	Printing Keyliner-E	PRNKYLNE	6
44	Printing Keyliner-E	PRNKYLNE	7
45	Printing Keyliner-E	PRNKYLNE	E8
46	Printing Keyliner-A	PRNKYLNA	9

APPENDIX A

1	Printing Typesetter-E	PRNTYPSE	6
2	Printing Typesetter-E	PRNTYPSE	7
3	Printing Typesetter-E	PRNTYPSE	E8
4	Printing Typesetter-A	PRNTYPSA	9
5	Refrigeration Mechanic-E	REFRMCHE	8
6	Refrigeration Mechanic-E	REFRMCHE	E9
7	Refrigeration Mechanic-A	REFRMCHA	10
8	Refrigeration Mechanic Licensed-E	REFRLICE	E10
9	Refrigeration Mechanic Licensed-A	REFRLICA	11
10	Reproduction Machine Operator-E	RPMOPRE	5
11	Reproduction Machine Operator-E	RPMOPRE	E6
12	Reproduction Machine Operator-A	RPMOPRA	7
13	Reproduction Machine Operator-2A	RPMOPR2A	8
14	Reproduction Machine Repairer-E	RPMARPRE	E9
15	Reproduction Machine Repairer-A	RPMARPRA	10
16	Reproduction Machine Supervisor IV - Frozen		
17	Steeplejack-E	STPLJCKE	8
18	Steeplejack-E	STPLJCKE	E9
19	Steeplejack-A	STPLJCKA	10
20	Storekeeper-E	STORKPRE	5
21	Storekeeper-E	STORKPRE	E6
22	Storekeeper-A	STORKPRA	7
23	Storekeeper-2A	STORKPR2A	8
24	Television Equipment Repairer	TELERPR	E9
25	Trades Helper	TRADEHLP	E6
26	Transportation Maintenance Worker-E	TRMTWKRE	6
27	Transportation Maintenance Worker-E	TRMTWKRE	7
28	Transportation Maintenance Worker-E	TRMTWKRE	E8
29	Transportation Maintenance Worker-A	TRMTWKRA	9
30	Wastewater Treatment Plant Operator-E	WSTPOPRE	8
31	Wastewater Treatment Plant Operator-E	WSTPOPRE	E9
32	Wastewater Treatment Plant Operator-A	WSTPOPRA	10
33	Welder-E	WELDERE	E9
34	Welder-A	WELDERA	10
35	Wildlife Assistant-E	WLDLASTE	6
36	Wildlife Assistant-E	WLDLASTE	7
37	Wildlife Assistant-E	WLDLASTE	E8
38	Wildlife Assistant-A	WLDLASTA	9
39			
40	Some employees in the following class may be included depending upon specific		
41	duties of the position.		
42			
43	State Worker	STATEWKR	4
44			
45			
46			

APPENDIX B

SAFETY AND REGULATORY UNIT B A02

Ref: Article 3 - Recognition

<u>HRMN POSITION</u>	<u>POS CODE</u>	<u>GRADE</u>	<u>CODE</u>
Attorney General Investigator-E	ATGNINUE	9	2
Attorney General Investigator-E	ATGNINUE	10	2
Attorney General Investigator-E	ATGNINUE	E11	2
Attorney General Investigator-A	ATGNINUA	12	2
Auto Regulation Investigator - E	AUTRINUE	10	2
Auto Regulation Investigator - E	AUTRINUE	E11	2
Auto Regulation Investigator - A	AUTRINUA	12	2
Boiler Inspector - E	BOLRISPE	E11	2
Boiler Inspector - A	BOLRISPA	12	2
Bridge Safety Officer - E	BRSFOFRE	6	1
Bridge Safety Officer - E	BRSFOFRE	E7	1
Bridge Safety Officer - A	BRSFOFRA	8	1
Building Code Inspector – E	BLCDISPE	E11	2
Building Code Inspector – A	BLCDISPA	12	2
Child Support Specialist - E	CHISPSPE	9	2
Child Support Specialist - E	CHISPSPE	10	2
Child Support Specialist - E	CHISPSPE	P11	2
Child Support Specialist – A	CHISPSPA	12	2
Conservation Officer (RCRT) - E	CNVOFRE	10	**
Conservation Officer -E	CNSVOFRE	10	**
Conservation Officer -E	CNSVOFRE	E11	**
Conservation Officer -SR-A	CNSVOFRA	12	**
Conservation Officer -SPL-SS	CNVOFRSS	13	**
Construction Safety Inspector - E	COSFISPE	E11	2
Construction Safety Inspector - A	COSFISPA	12	2
Construction Safety Inspector - SS	COSISPSS	13	2
Corrections Investigator - E	CORRINVE	10	2
Corrections Investigator - E	CORRINVE	E11	2
Corrections Investigator - SR-A	CORRINVA	12	2
Electrical Inspector - E	ELCTISPE	E11	2
Electrical Inspector - A	ELCTISPA	12	2
Elevator Inspector - E	ELEVISPE	E11	2
Elevator Inspector - A	ELEVISPA	12	2
Emissions Test Station Inspector-E	EMSTISPE	9	2
Emissions Test Station Inspector-E	EMSTISPE	E10	2
Fire Safety Officer - E	FRSFOFRE	6	1
Fire Safety Officer - E	FRSFOFRE	E7	1
Fire Safety Officer -A	FRSFOFRA	8	1
Fire Crash Rescue Officer - E	FRCROFRA	8	N/A
Fire Crash Rescue Officer - E	FRCROFRE	E9	N/A

APPENDIX B

1	Fire Crash Rescue Officer - LW-A	FRCROFRA	10	N/A
2	Fire Safety Inspector - E	FIRSISPE	9	1
3	Fire Safety Inspector - E	FIRSISPE	E10	1
4	Fire Safety Inspector - A	FIRSISPA	11	1
5	Forest Fire Officer - E	FFIROFRE	7	1
6	Forest Fire Officer - E	FFIROFRE	8	1
7	Forest Fire Officer - E	FFIROFRE	E9	1
8	Forest Fire Officer - A	FFIROFRA	10	1
9	Fruit/Vegetable Inspector - E	FRVGISPE	6	2
10	Fruit/Vegetable Inspector - E	FRVGISPE	8	2
11	Fruit/Vegetable Inspector - E	FRVGISPE	9	2
12	Fruit/Vegetable Inspector - E	FRVGISPE	E10	2
13	Hazardous Mtrls Storage Insp - E	HAZMISPE	9	2
14	Hazardous Mtrls Storage Insp - E	HAZMISPE	E10	2
15	Hazardous Mtrls Storage Insp - A	HAZMISPA	11	2
16	Hazardous Mtrls Storage Insp - SS	HAZISPSS	12	2
17	Life Guard	LIFEGRDE	E6	1
18	Lift/Ride Inspector	LIFRDISP	E11	2
19	Lift/Ride Inspector - A	LIFRDISPA	12	2
20	Mechanical Code Inspector - E	MECOISPE	E11	2
21	Mechanical Code Inspector - A	MECOISPA	12	2
22	Motor Carrier Investigator	MCINVGTR	11	1
23	Motor Carrier Officer - RE	MCOFCREC	9	1
24	Motor Carrier Officer - E	MCOFFCRE	9	1
25	Motor Carrier Officer - E	MCOFFCRE	E10	1
26	Occupation Safety Inspector - E	OCSFISPE	10	2
27	Occupation Safety Inspector - E	OCSFISPE	E11	2
28	Occupation Safety Inspector - A	OCSFISPA	12	2
29	Park & Recreation Ranger - E	PRKRNGRE	6	1
30	Park & Recreation Ranger - E	PRKRNGRE	7	1
31	Park & Recreation Ranger - E	PRKRNGRE	E8	1
32	Park & Recreation Ranger - LW-A	PRKRNGRA	9	1
33	Parking Officer - E	PRKGOFRE	6	1
34	Parking Officer - E	PRKGOFRE	E7	1
35	Parking Officer - LW-A	PRKGOFRA	8	1
36	Plant/Apiary Aide	PLAPYADE	E7	2
37	Plumbing Inspector - E	PLUMISPE	E11	2
38	Plumbing Inspector - A	PLUMISPA	12	2
39	State Properties Sec. Off. (RCRT) - E	PSCOFRE	7	1
40	State Properties Sec. Off. - E	PRSCOFRE	7	1
41	State Properties Sec. Off. - E	PRSCOFRE	E8	1
42	State Properties Sec. Off. - A	PRSCOFRA	9	1
43	Railroad Safety Inspector - E	RSFYISPE	10	2
44	Railroad Safety Inspector - E	RSFYISPE	E11	2
45	Regulation Agent - E	REGLAGTE	9	2
46	Regulation Agent - E	REGLAGTE	10	2

1	Regulation Agent - E	RELAGTE	E11	2
2	Regulation Agent - A	RELAGTA	12	2
3	Vehicle Safety Inspector - E	VESFISPE	9	2
4	Vehicle Safety Inspector - E	VESFISPE	E10	2
5	Weights/Measures Inspector - E	WEMEISPE	9	2
6	Weights/Measures Inspector - E	WEMEISPE	E10	2
7	Weights/Measures Inspector - A	WEMEISPA	11	2

8

9 * Some employees in the following classes may be included and others excluded
10 depending upon specific duties of the position.

11

12	State Worker	STATEWKR	4	1
13	State Transitional Professional - E	STATPRFE	9	1

14

15 ** Employees in these classes are law enforcement.

16

17 Eligibility for overtime compensation for employees in the classifications listed
18 shall be in accordance with the code indicated above which is defined in Article 15,
19 Section B.

20

21 Employees working in managerial, confidential, or supervisory positions, or any
22 positions excluded by the Civil Service Rules and Regulations, shall not be covered
23 by the terms and conditions of this Agreement.

24

25

26

APPENDIX C

27

28

Employee Benefits Eligibility Chart

29

30

Definition of Appointment Duration

31

32

Definitions:

33

34

33 1. **Permanent** Appointment is expected to last indefinitely.

35

36

35 2. **Limited Term** Appointment has a specific expiration date.

37

38

37 3. **Temporary** Appointment is expected to last less than **(Non-Career)**
38 720 hours and has a specific expiration date.

39

40

Definition of Appointment Type

41

42

Definitions:

43

44

43 1. **Full-Time** The regular work schedule consists of 80 hours per biweekly
44 pay period.

45

46

46 2. **Part-Time** The regular work schedule consists of less than 80 hour

APPENDIX C

- 1 **(Hourly)** per biweekly pay period. (Usually set hours)
 2
 3 **3. Intermittent** Scheduled work hours are based on the needs of the Employer.
 4 The schedule may vary between 0-80 hours per biweekly pay
 5 period.
 6
 7 **4. Seasonal** Regular work schedule is normally for specific parts of the year.
 8 Scheduled work hours are based on the needs of the Employer.
 9

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Initial Annual Leave	Credit 16 hours upon appointment to position	Not Eligible

- 10
 11 **NOTE:**
 12 1. Initial grant is available for immediate use.
 13 2. Not more than 16 hours initial annual leave may be credited in any
 14 calendar year. However, unused credits may be restored upon separation
 15 and rehire within the same calendar year.
 16

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Annual Leave A. Less than 2080 hours continuous service completed. B. 2080 hours or more of continuous service, but less than 10,400 hours. C. 10,400 hours or more of continuous service.	Credit 4 hours annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours. Credit 4.7 hours of annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours. See table, Article 39, for annual leave accrual rates.	Not Eligible. Not Eligible. Not Eligible.

- 17
 18 **NOTE:** Credit, use and payment is permitted after completion of 80 hours in pay
 19 status.
 20

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Sick Leave	Credit 4 hours of sick leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.

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- NOTE:**
1. Credit and use permitted next pay period.
 2. Payment for unused credits at 50% of regular rate, upon retirement or death only (except for employees hired on or after 10-1-80).
 3. Unused credits restored to a separated permanent employee who returns within three years by permanent appointment, except if separated by retirement. Sick leave balances are placed to the credit of a laid off employee upon recall to permanent employment in the State classified service.
 4. An employee who returns by a temporary (non-career) appointment may not use credits previously earned.

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Step Increase	Upon completion of required 1040 or 2080 hours of satisfactory service.	Not Eligible.

13

Permanent / Limited Term				
Benefit	Full-Time	Part-Time percent %	Hourly / Permanent-Intermittent	Seasonal
Paid Holidays Note: Temporary (Non-career) are not eligible for paid holidays.	Full holiday pay.	Pay in proportion to percentage assigned to position, or full pay if scheduled to work all non-holiday hours in pay period (see Article 49)	Pay in pro-portion to average hours in pay status for previous six pay periods, if applicable, or full pay if scheduled to work all non-holiday hours in pay period. (see Article 49)	Full holiday pay during season.

14
15
16

APPENDIX C

Benefit	Full-Time, Part-Time, Hourly, Permanent-intermittent, and Seasonal			Temporary (Non-Career)
Status NOTE: Status not granted unless/until certified from employment list.	Status granted at end of biweekly work period in which 2080 hours of satisfactory service completed (except for classes for which a longer probationary period is prescribed by the Civil Service Rules or Regulations).			Not Eligible.
Longevity	Commencing at 10,400 hours of currently continuous service prior to October 1 st of any year. Paid annually in October.			Not Eligible.
Permanent / Limited Term				
State Sponsored Insurance	Full-Time	Part-Time	Hourly / Permanent-Interrmittent	Seasonal
Health	Eligible.	Eligible.	Eligible.	Eligible.
Life	Eligible.	Eligible if working 40% or more of full time.	Eligible if working 40% or more of full time.	Eligible if working 40% or more of full time.
Long Term Disability	Eligible.	Same as Life.	Same as Life.	Eligible if working full time.
Dental	Eligible.	Same as Life.	Same as Life. *	Same as LTD. *
Vision	Eligible.	Same as Life.	Same as Life.	Same as Dental.

1 **NOTE: Temporary (Non-Career)** is not eligible for Health, Life, Long Term
 2 Disability, Dental or Vision Insurances.

3
 4 * Exceptions for Permanent-intermittent and Seasonal eligibility for dental benefits:
 5 A. No more than two consecutive pay periods without being on the payroll -
 6 dropped after third.
 7 B. For seasonals, must have at least eight months of cumulative employment
 8 per year.

Permanent / Limited Term		
Benefit	Full-Time, Part-Time, Hourly, Permanent-intermittent, Seasonal	Temporary (Non-Career)
Accidental Duty Death	Eligible.	Eligible.
Deferred Compensation	Eligible to enroll in next quarterly open enrollment following date of appointment.	Not Eligible.

APPENDIX D

Authorization for Deduction of Representation Service Fee
MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5

Name-Last First Middle

Home Address (Street) (City) (State) (Zip)

Home Phone No. Work Phone No.

Department and Work Site (example; Corrections/Standish Maximum Facility)

Signature Date

Work County (example; Ingham) Job Title & Level (example; TMW E8)

MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5
Authorization for Payroll Deduction of Representation Service Fee

[Empty box for Employee ID Number]

Employee ID Number

E B 0 1

Deduction Code

On this date, _____, I the undersigned, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between MSEA/AFSCME Local 5 and the State of Michigan) and to remit same to the Michigan State Employees Association/ AFSCME Local 5 for payment as a representation service fee. Consent is additionally hereby given to increase or decrease the specific named deduction each two-week pay period to that of any amount determined by the Union in accordance with Article VII Section 7 of the Constitution (as amended) of the Michigan State Employees Association. Fees, contributions, or gifts to MSEA/AFSCME Local 5 are not deductible as charitable contributions, for federal income tax purposes. Fees paid to MSEA/AFSCME Local 5, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

Signature of Employee

Name (please print or type) Department (please print or type)

APPENDIX E

Application for Membership
MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5

Name-Last	First	Middle
Home Address (Street)	(City)	(State) (Zip)
Home Phone No.	Work Phone No.	
Department and Work Site (example; Corrections/Standish Maximum Facility)		
Signature	Date	
Work County (example; Ingham)	Job Title & Level (example; TMW E8)	

MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5

Authorization for Payroll Deduction

<input type="text"/>	E A 0 1
Employee ID Number	Deduction Code

On this date, _____, _____, I the undersigned, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between MSEA/AFSCME Local 5 and the State of Michigan) and to remit same to the Michigan State Employees Association/ AFSCME Local 5 for payment of my Union dues. Consent is additionally hereby given to increase or decrease the specific named deduction each two-week pay period to that of any amount determined by the Union in accordance with Article VII Section 7 of the Constitution (as amended) of the Michigan State Employees Association. Fees, contributions, or gifts to MSEA/AFSCME Local 5 are not deductible as charitable contributions, for federal income tax purposes. Fees paid to MSEA/AFSCME Local 5, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

Signature of Employee	
Name (please print or type)	Department (please print or type)

APPENDIX H
Procedure 0620.02
Issued August 15, 2000

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4
5
6 SUBJECT: Submissions to the finance and claims committee.

7
8 APPLICATION: Executive Branch Departments and Sub-units.

9
10 PURPOSE: To outline procedures for submitting materials to the finance
11 and claims committee of the State Administrative Board.

12
13 CONTACT AGENCY: Department of Management and Budget (DMB) – State
14 Administrative Board.

15
16 TELEPHONE: 517/335-2559

17
18 FAX: 517/335-0046

19
20 SUMMARY: The Secretary of the State Administrative Board reviews all
21 material presented for State Administrative Board approval and
22 prepares the agenda for the meetings of the Finance and
23 Claims Committee of the State Administrative Board.

24
25 APPLICABLE FORMS: CS-138, Contractual Services Request.
26 DMB-1104, Claim against the State of Michigan for Personal
27 Losses Less than \$1,000.
28 SAB-810, Finance and Claims Agenda Format.

29
30 PROCEDURES:

31
32 Requesting agency:

- 33
- 34 • If the proposed action is a contract, grant or purchase order, any of the
35 following requirements determines whether State Administrative Board
36 approval is required prior to execution of the contract, grant, purchase order,
37 or an amendment to the contract, grant or purchase order
38
 - 39 o State contracts, grants, purchase order of \$250,000 or more which
40 require such approval, regardless of their source of funding or duration,
41 are :
42
 - 43 • Contracts, grants or purchase orders for all supplies, materials, and
44 equipment; for all services, including consulting, research, and
45 professional services; between State departments and private vendors,

APPENDIX H

1 between State departments and educational institutions, or between
2 State departments and other governmental units;

3
4 • Contracts, grants or purchase orders whose dollar values not fixed but
5 which are estimated to be \$250,000 or more;

6
7 • Contracts, grants or purchase orders for commodities or services
8 available from only one source.

9
10 • Contract, grant or purchase order amendments of \$125,000 or more
11 also require approval of the State Administrative Board.

12
13 • Subsequent amendments to contracts, grants, and purchase orders
14 having received approval of a \$125,000 amendment or more will
15 require additional State Administrative Board approval regardless of
16 the amount.

17
18 • Emergency contracts of \$250,000 or more involving public health or
19 safety do not need prior approval (See Procedure 0510.09). These
20 contracts shall be reported to the State Administrative Board as soon
21 as possible after execution, in writing.

22
23 • If the proposed action is a contract, grant, or purchase order, the following
24 material shall be submitted to the Secretary of the State Administrative Board:

25
26 o 1 copy of an Agenda Format (SAB-810)

27
28 • Example:

29
30 DEPARTMENT OF (type in name) .

31
32 Request approval of the following contracts:

33
34 (1) ABC Corporation \$350,000
35 Grand Rapids, Michigan Testing Services

36
37 (2) Acme Distillery Company \$225,000 AMENDMENT
38 Chicago, IL \$745,000 NEW TOTAL

39
40 • If the request is for disposal of state controlled property, see Procedures
41 0110.01, 0340.05 and 0220.01.

42
43 • If the request is for write-offs of state receivables, see Procedure 1210.28.

44
45 • Contracts with appeal periods expiring after the Finance and Claims
46 Committee meeting date, but prior to the State Administrative Board meeting

1 date are permitted. Contracts with appeal periods expiring the same date as
2 the State Administrative Board meeting date or later are not acceptable for
3 State Administrative Board consideration. Any exceptions to this policy
4 require a letter of explanation from the requesting department director.

- 5
6 • If the request is for release of capital outlay funds, see Procedure 0110.04.

7

8 CLAIMS AGAINST THE STATE:

9

- 10 • If the request is for settlement of a small claim for property damage or
11 personal injury against the state, its departments/agencies, officers, or
12 colleges and universities in an amount under \$1,000, the State Administrative
13 Board is authorized to decide these claims. See M.C.L. 600.64.

14

- 15 • The claimant must prepare a notarized DMB-1104 Claims Against the State
16 or a notarized Transportation Claim Against the State and submit the
17 completed form and copies of pertinent information to the Secretary of the
18 State Administrative Board.

19

20 CLAIMS BY STATE EMPLOYEES:

21

- 22 • The State Administrative Board has delegated authority to department
23 directors to approve claims for State employees up to \$500.00 except for
24 claims for eyeglasses, automobile repairs, jewelry over \$50.00, or cash over
25 \$100. A monthly report shall be submitted to the State Administrative Board
26 by the director, or the director's designee, when a claim is approved or denied
27 under the delegated authority.

28

- 29 • State employee claims for damaged or lost personal effects worn or on the
30 person, such as eyeglasses, jewelry, watches or clothing, in order to be
31 approved, shall establish each of the following:

32

- 33 - The loss or damage occurred while the claimant was engaged in the
34 performance of his/her duties as a State employee.

35

- 36 - The loss or damage occurred in the course and by virtue of the claimant's
37 employment.

38

- 39 - The claimant was without fault and could not have avoided the loss or
40 damage by exercising reasonable care.

41

- 42 - The personal effects lost or damaged were reasonable for the claimant to
43 have on his/her person or to be wearing in the course of his/her
44 employment at the time of the loss or damage.

45

APPENDIX H

- 1 - The claimant must not have been reimbursed for the loss or damage nor
2 have a remedy for reimbursement from any other source, including his/her
3 or another's insurance policy other than the State of Michigan vision
4 insurance policy.
5
- 6 - The claim must be based on the present value of the property and not the
7 replacement cost. The present value is calculated base on the following
8 depreciation schedule:
9
- 10 • 2 years for clothing, tapes, discs, records, shoes, paperback books
11 and or small purchase items, in a graduated depreciation scale of 20%
12 the first year, 40% the balance of the second year, with a residual
13 value of 10% after the second year.
14
- 15 • 5 years for electronic equipment, typewriters, tools, cameras,
16 televisions, stereos, and other durable products, with a 20% straight
17 line depreciation rate per year until a residual balance of 10% remains.
18
- 19 - Claims of State employees for damages to their personal motor vehicle
20 must contain a satisfactory showing of each of the following:
21
- 22 • The claimant's vehicle was damaged while properly parked in an area
23 on State property designated for parking, or while being properly and
24 reasonably operated in an area on State property designated for
25 parking or the operation of motor vehicles and under the jurisdiction of
26 the State of Michigan.
27
- 28 • The claimant's vehicle was damaged by reason of negligence or an
29 action attributable to the State of Michigan or a defect or condition on,
30 in or hear the location of the damage.
31
- 32 • The claimant was without fault and could not have avoided the damage
33 by exercising reasonable care.
34
- 35 • The claimant must not have been reimbursed for the loss or damage,
36 not have a remedy for reimbursement from any other source, including
37 his/her or another's insurance policy other than the State of Michigan
38 vision insurance policy.
39
- 40 • An accident report must have been prepared and be attached to the
41 claim.
42
- 43 • The vehicle damage claim shall be limited to the lesser of two
44 estimates by a vehicle repair shop.
45

- 1 - Claims of State employees for the theft or loss of personal property, from their
2 workstation or other location in the building they work, or from a State vehicle
3 or their private vehicle while being used in the course of their employment,
4 must contain a satisfactory showing of each of the following:
5
6 o The personal property was necessary for or improved the claimant's
7 performance of his/her duties as a State employee and not merely for
8 ornamentation, decoration or personal pleasure or use.
9
10 o The claimant was without fault and did not leave the stolen or lost property
11 unattended during work hours the building was open to the public, or leave
12 the lost or stolen property in an unsecured place after working hours.
13
14 • If money was stolen, that it had been taken by force or threat of force
15 at the claimant's workstation. If the amount was over \$100.00, the
16 reason for possession of the excess over \$100.00.
17
18 • If clothing, it was in a place designated by the claimant's employing
19 agency for employees to hang or place clothing.
20
21 o The claimant was not reimbursed for the lost or stolen property nor have a
22 remedy for reimbursement from another source including his/her or some
23 other person's insurance policy.
24
25 o A police investigation was conducted and a copy of the police report is
26 attached.
27
28 o The claimant's loss was by reason of negligence or an action attributed to
29 the State of Michigan.
30
31 o The claim must be based on the present value of the property and not the
32 replacement cost. The present value is calculated based on the following
33 depreciation schedule:
34
35 • 2 years for clothing, tapes, discs, records, shoes, paperback books
36 and or small purchase items, in a graduated depreciation scale of 20%
37 the first year, 40% the balance of the second year, with a residual
38 value of 10% after the second year.
39
40 • 5 years for electronic equipment, typewriters, tools, cameras,
41 televisions, stereos, and other durable products, with a 20% straight
42 line depreciation rate per year until a residual balance of 10% remains.
43
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46

APPENDIX H

CLAIMS AGAINST THE STATE BY THE GENERAL PUBLIC

- All claims submitted to the Board must be either the DMB-1104 or the Transportation Claims Against the State form.
- The claim form must be notarized.
- A description of the loss or damage must be stated on the form.
- The loss or damage was caused by the negligence of the State or a State employee. The claimant was without fault and could not have avoided the loss or damage by exercising reasonable care.
- Documentation for ownership, original cost of the item, repair of the item, or itemized bills, and police reports when applicable, must accompany the form.
- If there is any remedy for reimbursement from any other source, including his/her or another's insurance policy, the amount of the remedy must be included. If the remedy is from an insurance company, proof of the deductible amount should be included with the submission.
- The claim must be based on the present value of the property and not the replacement cost. The present value is calculated based on the following depreciation schedule:
 - 2 years for clothing, tapes, discs, records, shoes, paperback books and or small purchase items, in a graduated depreciation scale of 20% the first year, 40% the balance of the second year, with a residual value of 10% after the second year.
 - 5 years for electronic equipment, typewriters, tools, cameras, televisions, stereos, and other durable products, with a 20% straight line depreciation rate per year until a residual balance of 10% remains.
 - If the property is disposable, such as food, cosmetics, or personal hygiene items, no reimbursement will be considered unless there is a receipt showing the items were new. For reimbursement of claims related to disposable property, Department of Correction inmates must follow the Department of Corrections' policies and procedures related to non-refundable items.
 - An exception to the depreciation schedule is granted to inpatients of State psychiatric hospitals and centers for developmental disabilities that, due to their unusual dependency upon the State, are not subject to the depreciation schedule.

1 PROCESSING CLAIMS
2

- 3 - Claims are to be sent to the Secretary of the State Administrative Board or to
4 the accounting division of the offending department. Department of
5 Corrections inmates will expedite the processing of their claims if they file
6 their claims through Department grievance procedures and the Office of
7 Prisoner Affairs.
8
- 9 - The Board Secretary shall assign a number and record the claim in the claims
10 log file. Then the claim will be forwarded to the offending department.
11
- 12 - The department shall transmit a copy of all claims to the department
13 personnel assigned to investigate claims or to supervisory personnel with
14 personal knowledge of the incident leading to the claim for an investigative
15 report.
16
- 17 - The investigating report shall be forwarded to the department personnel
18 assigned the claims function. A report should then be prepared for the
19 department's principal executive office or the designee to make a
20 recommendation to the Board to approve or deny a claim.
21
- 22 - The recommendation to the Board shall be submitted to the Secretary of the
23 State Administrative Board with appropriate copies.
24
- 25 - The Secretary of the State Administrative Board will place the claim
26 information and departmental recommendation on the Finance and Claims
27 Committee agenda of the State Administrative Board, and forward the
28 Finance and Claims recommendation to the State Administrative Board.
29
- 30 - The Secretary of the Board will notify the Department of the claimant of the
31 State Administrative Board's decision by letter.
32
- 33 - The Secretary of the State Administrative Board shall notify the Finance and
34 Claims Committee of any claims over 90 days old.
35

36 Secretary to the State Administrative Board:
37

- 38 • Reviews contracts, grants and other materials and prepares summary
39 information for the Director and Deputy Directors of DMB.
40
- 41 • Handles necessary correspondence or other communication relative to items
42 presented.
43
- 44 • Prepares agendas and reports for the Finance and Claims Committee.
45

APPENDIX H

- Forwards committee recommendations to the State Administrative Board for action.
- Notifies all parties of the State Administrative Board decisions.

This procedure supersedes all other previously distributed procedures of 0620.02.

APPENDIX J

**Longevity Compensation Plan
Schedule of Payments**

YEARS OF SERVICE	EQUIVALENT HOURS OF SERVICE *	ANNUAL PAYMENTS
5	10,440	\$260
6	12,480	
7	14,560	
8	16,640	
9	18,720	
10	20,800	
11	22,880	\$300
12	24,960	
13	27,040	
14	29,120	
15	31,200	\$370
16	33,280	
17	35,360	
18	37,440	
19	39,520	\$480
20	41,600	
21	43,680	
22	45,760	
23	47,840	\$610
24	49,920	
25	52,000	
26	54,080	
27	56,160	\$790
28	58,240	
29 & Over	60,320 & Over	\$1040

* Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket by October 1. The impact of the longevity payment on the regular hourly rate for purposes of overtime compensation shall be computed and paid as part of the longevity payment.

**APPENDIX K
Supervisor's Report of Reasonable Suspicion**

EMPLOYEE: _____ DATE: _____

LOCATION: _____ TIME: _____

OBSERVATIONS

- BREATH (Odor of Alcohol Beverage): Strong Faint Moderate None
- EYES: Bloodshot Glassy Normal Watery Clear
 Heavy Eyelids Fixed Pupils Dilated Pupils Normal
- SPEECH: Confused Stuttered Thick Tongued Accent Fair
 Cotton Mouthed Slurred Good Not Understandable
 Mush Mouthed Mumbled Other
- ATTITUDE: Excited Combative Hilarious Indifferent Sleepy
 Talkative Insulting Care-free Cocky Polite
 Profane Cooperative Other
- UNUSUAL Hiccoughing Belching Vomiting Fighting
- ACTION: Laughing Crying Other
- BALANCE: Falling Needs Support Wobbling Swaying Other
- WALKING: Falling Staggering Stumbling Swaying Other
- TURNING: Falling Staggering Stumbling Swaying Other
 Hesitant

Indicate any other unusual actions, statements or observations: _____

Signs or complaints of illness or injury: _____

Safety-Sensitive Function: Yes No Describe: _____

SUPERVISOR'S OPINION

Apparent effects of alcohol / drug use:
 None Slight Obvious Extreme

Additional Comments: _____

SUPERVISOR: _____ WITNESSES: _____

SIGNATURE: _____

DATE: _____

TIME: _____

APPENDIX L

Article 31

PHYSICIAN STATEMENT

DATE: _____

My patient, _____, is currently taking prescription medication which contains a controlled substance as defined by Schedules I through V in 21 U.S.C. 802 as revised.

After review of the effects of this (these) medication(s) at the dosage and intervals prescribed and being informed by the patient of his/her work responsibilities related to the performance of any safety related functions, it is my professional opinion that the prescribed medication

DOES _____ **DOES NOT** _____ (check appropriate response)

adversely affect my patient's ability to safely operate a commercial motor vehicle or perform other safety sensitive functions.

Signed by Prescribing Physician _____
Physician's Name Printed or Typed _____

PHYSICIAN'S NOTE REGARDING P.R.N. OR OFF-DUTY MEDICATIONS:

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APPENDIX M

**STATE HEALTH PLAN
COMMUNITY BLUE PPO BENEFIT CHART**

Appendix M 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 applied toward per person calendar maximum.	Not covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered 100%	Not covered
Colonoscopy Exam	Covered 100% one each 10 years after age 50. No deductible. Not applied to Preventative Max.	Covered 90% one each 10 years after age 50. After deductible. Not applied to Preventative Max.
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered
Childhood immunizations (effective January 1, 2006)	Covered 100% for children through age 16.	Covered 90% after the deductible
Mammography		
Mammography Screening	Covered 100%	Covered-90% after deductible
One per calendar year, no age restrictions		

APPENDIX M

	In-Network	Out-of-Network
Physician Office Services		
Office Visits	Covered - \$15 co-pay	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	Covered - \$15 co-pay	Covered – 90% after deductible must be medically necessary
Emergency Medical Care		
Hospital Emergency Room- approved diagnosis prudent person rule	Covered 100% after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury	Covered 100% after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury
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 Inpatient Consultations	Covered – 100% after deductible Unlimited Days	Covered – 90% after deductible Unlimited Days
Chemotherapy	Covered – 100% after deductible	Covered – 90% after deductible

	In-Network	Out-of-Network
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 100% after deductible	Covered – 90% after deductible
	120 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% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%

APPENDIX M

	In-Network	Out-of-Network
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
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	Covered –\$15 co-pay	Covered – 90% after deductible
	Up to 36 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 no deductible
Prosthetic and Orthotic Appliances	Covered – 100% Effective April 1, 2005	Covered – 80% after deductible
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	\$15 office visits; more frequent than 24 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.)	

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	In-Network	Out-of-Network
Deductible, Co-pays and Dollar Maximums		
Deductible	\$300 per member; \$600 per family	\$600 per member; \$1,200 per family
Co-pays		
- Fixed Dollar Co-pays - Do not apply toward deductible	\$15 for office visits/consultations, chiropractic	
- Percent Co-pays - MH/SA co-pays 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 Co-pays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Co-pays - MH/SA and private duty nursing co-pays do not apply toward out-of-pocket maximum	\$1,000 per member; \$2,000 per family	\$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	

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RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital - One hospital within 25 miles.

SHP PPO Member Costs Associated within In-Network or Out-of-Network Use (for eligible employees hired prior to April 1, 2010 and covered by the SHP PPO).

	In-Network	Out-of-Network
Deductible	\$300/individual \$600/family	\$600/individual \$1,200/family
Co-payments	Office Visits \$15 Services 0% or 10% Emergency 0%; \$50 co-pay if not admitted	Most services 10%

APPENDIX M

	In-Network	Out-of-Network
Preventive Services	Covered at 100% Limited to \$1,500 per calendar year per person.	Not covered
Out-of-Pocket Maximum	\$1,000/individual \$2,000/family	\$2,000/individual \$4,000/family

NSHP PPO Member Costs Associated within In-Network or Out-of-Network Use (for eligible employees hired on or after April 1, 2010 and covered by the NSHP PPO).

	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

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay In-network expenses.
2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).
 - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.
 - If the non-network provider is not a Blues' participating provider, the provider does not accept Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

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 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 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
19 in-network provider or be governed by the out-of-network rules.
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APPENDIX M-1

Appendix M-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

1 **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

2

3 **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%

4

5 **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%

6

7 **Maternity Services**

8 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% after deductible	Office Visit \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

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1 **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%

2
3 **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

4
5 **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

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1 **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

2

3 **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

4

5 **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%
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

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

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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.

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Prescription Drugs

Prescription medications for the New State Health Plan PPO are covered under the Participating Pharmacy ID Card Plan administered by BCBSM.

1 Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply.
 2 Employees can still receive a 90-day supply by mail order.

3 To check the co-pay for drugs you may be taking, visit BCBSM website at
 4 <http://www.bcbsm.com/som> or contact BCBSM at (800) 843-4876. The Preferred/Non-preferred list of
 5 drugs is updated periodically as new drugs are added.

6 The chart below shows the NSHP and NHMO prescription drug member co-pays:
 7

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

8

9 **Outpatient Physical, Speech, and Occupational Therapy**

10 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

11

12 **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

APPENDIX M-1

Co-insurance	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.

**LETTER OF UNDERSTANDING #1
Article 12**

The parties agree to incorporate this Letter of Understanding to express their intentions relative to the application of Article 12.

1. Arbitration Award No. 54 39 1275 84 does not express the intent of the parties and employees are not prohibited from bumping into vacancies in accordance with Article 12 in the face of Recall Lists.
2. In those departments where the parties agree in secondary negotiations to layoff units larger than a county, provisions of Article 12, Section F, relating to reassignments to adjust the work force after a layoff shall be a proper subject for secondary negotiations.

**LETTER OF UNDERSTANDING #2
Article 12, Section A**

Through the expiration of this Agreement, December 31, 2013, the Employer agrees not to assert or exercise its rights, if any, related to reduction of hours of full time employees under Article 12, Section a. This letter of understanding shall not be construed as an admission by the Union of any right of the Employer to reduce hours of employment nor as an admission by the Employer of the absence of any such right.

- 1 4. Qualifying Purpose. The Act provides for leave with pay using applicable
2 leave credits or without pay for a total of twelve (12) work weeks during a
3 twelve (12) month period for one or more of the following reasons:
4
- 5 a. Because of the birth of a son or daughter of the employee and in order to
6 care for such son or daughter (parental leave);
7
 - 8 b. Because of the placement of a son or daughter with the employee for
9 adoption or foster care (parental leave);
10
 - 11 c. In order to care for the spouse, son, daughter, or parent of the employee,
12 if such spouse, son, daughter or parent has a serious health condition as
13 defined in the Act (family care leave);
14
 - 15 d. Because of a serious health condition, as defined in the Act, that makes
16 the employee unable to perform the functions of the position of the
17 employee (medical leave).
18
- 19 5. Information to the Employer. In accordance with the Act, the employee, or
20 the employee's spokesperson if the employee is unable to do so personally,
21 shall provide information for qualifying purposes to the Employer.
22
- 23 6. Department of Labor Final Regulations and Court Decisions. The parties
24 recognize that the U.S. Department of Labor has issued its final regulations
25 implementing the Act effective January 16, 2009. However, the Employer
26 may make changes necessitated by any amendments to the Act and
27 regulations or subsequent court decisions. The Employer shall provide timely
28 notice to the Union and opportunity for the Union to discuss the planned
29 changes. Such discussions shall not serve to delay implementation of any
30 changes mandated by law.
31
- 32 7. Complaints. Employee complaints alleging that the Employer has violated
33 rights conferred upon the employee by the FMLA may be taken to the
34 Appointing Authority, its designated representative or to the U.S. Department
35 of Labor. However, complaints involving the application or interpretation of
36 the FMLA or its Regulations shall not be grievable under the collective
37 bargaining Agreement.
38
- 39 8. Eligible Employee. For purposes of FMLA family care leave, eligible
40 employees are those employees who have been employed by the Employer
41 for at least twelve (12) months and have worked at least 1,250 hours in the
42 previous twelve (12) months. An employee's eligibility for contractual leaves
43 of absence remain unaffected by this Letter of Understanding, however, such
44 leaves will count towards the employee's FMLA leave entitlement after the
45 employee has been employed by the Employer for at least twelve (12)
46 months and has worked 1,250 hours during the previous twelve (12) month

1 period. Where the term “employee” is used in this Letter of Understanding, it
2 means, “eligible employee”. For purposes of FMLA leave eligibility “employed
3 by the Employer” means “employed by the State of Michigan.”
4

5 9. Twelve Work Weeks During a Twelve Month Period. An eligible employee is
6 entitled under the Act to a combined total of twelve (12) work weeks of FMLA
7 leave during a twelve (12) month period.
8

9 10. General Provisions.
10

11 a. Time off from work for a qualifying purpose under the Act (“FMLA leave”)
12 will count towards the employee’s unpaid leave of absence guarantees as
13 provided in the collective bargaining Agreement. Time off for family care
14 leave will be as provided under the Act.
15

16 b. Employees may request and shall be allowed to use accrued annual or
17 personal leave to substitute for any unpaid FMLA leave.
18

19 c. The Employer may designate a Leave of Absence under Plan C of the
20 Voluntary Work Schedule Adjustment Program (VWSAP) as an FMLA
21 leave if the employee provides information to the Employer that the leave
22 is for a qualifying purpose under the Act, prior to the end of the leave. A
23 Plan A reduced work schedule under the VWSAP may be designated by
24 the Employer as an FMLA leave, if the employee provides information to
25 the Employer that the leave is for a qualifying purpose under the Act.
26

27 d. Employees may request to use accrued sick leave to substitute for unpaid
28 FMLA leave for the employee’s own serious health condition or serious
29 health condition of the employee’s spouse, child, or parent.
30

31 e. The Employer may temporarily reassign an employee to an alternative
32 position in accordance with the collective bargaining Agreement when it is
33 necessary to accommodate an intermittent leave or reduced work
34 schedule in accordance with the Act. Upon completion of an FMLA leave,
35 employees shall be returned to their original positions in accordance with
36 the Act.
37

38 f. Second or third medical opinions, at the Employer’s expense, may be
39 required from health care providers where the leave is designated as
40 counting against an employee’s FMLA leave entitlement in accordance
41 with the Act.
42

43 g. Return to work from an FMLA leave will be in accordance with the
44 provisions of the Act and the collective bargaining Agreement.
45

1 11. Insurance Continuation. Health Plan benefits will continue in accordance with
2 the Act. However, contractual Health Plan benefits are not intended to be
3 diminished by this provision.
4

5 12. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical
6 leave during a twelve (12) month period, granted pursuant to the collective
7 bargaining Agreement, may count towards an eligible employee's FMLA
8 leave entitlement.
9

10 13. Annual Leave. When an employee elects to use annual or personal leave,
11 and it is determined, based on information provided to the Employer by that
12 employee or that employee's spokesperson if the employee is unable to do so
13 personally (in accordance with the Act), that the time is for a qualifying
14 purpose under the Act, the Employer may designate the time as FMLA leave
15 and it will be counted against the employee's twelve (12) work week FMLA
16 leave entitlement if the time is either:
17

- 18 a. To substitute for an unpaid intermittent or reduced work schedule; or
19
20 b. When the absence from work is intended to be for five (5) or more work
21 days.
22

23 14. Sick Leave. An employee may elect or the Employer may require the
24 employee to use sick leave to substitute for unpaid leave taken for a
25 qualifying purpose under the Act. Contractual requirements that an employee
26 exhaust sick leave before a personal medical leave commences shall
27 continue.
28

29 In addition, an employee will be required to exhaust sick leave credits down to
30 eighty (80) hours before a FMLA family care leave commences. If it is
31 determined, based on information provided to the Employer by that employee
32 or that employee's spokesperson if the employee is unable to do so
33 personally (in accordance with the Act), that the time is for a qualifying
34 purpose under the Act, the Employer may designate the time as FMLA leave
35 and it will be counted against the employee's twelve (12) work week FMLA
36 leave entitlement if the time is either:
37

- 38 a. To substitute for an unpaid intermittent or reduced work schedule; or
39
40 b. When the absence from work is intended to be for five or more work days.
41

42 Annual leave or personal leave used in lieu of sick leave may be likewise
43 counted.
44

45 15. Parental Leave. Except as specifically provided herein, contractual parental
46 leave guarantees are unaffected by implementation of FMLA. An employee's

1 entitlement to parental leave will expire and must conclude within twelve (12)
2 months after the birth, adoption, or foster care placement of a child. However,
3 in accordance with the Act, an eligible employee is only entitled to up to a
4 total of twelve (12) work weeks of leave for foster care placement of a child.
5 Up to twelve (12) work weeks of leave will be counted towards the FMLA
6 leave entitlement. An employee may elect to substitute annual or personal
7 leave for any portion of the unpaid parental leave. Intermittent or reduced
8 work schedules may only be taken with the Employer's approval.

- 9
10 16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a
11 light duty assignment in lieu of continuing on FMLA leave, the employee's
12 right to restoration to the same or an equivalent position, is available until
13 twelve (12) weeks have passed within the twelve (12) month period including
14 all FMLA leave taken and the period of light duty.

15
16
17 **LETTER OF UNDERSTANDING #9**
18 **State Worker 4**
19

20 The parties agree that employees assigned to the State Worker 4 classification in
21 the Labor and Trades and Safety and Regulatory Bargaining Units will be paid in the
22 range NERE 098P of the Compensation Plan. Issues related to State Worker 4
23 Compensation in the Department of Natural Resources are a proper subject of
24 discussion at Departmental Labor/Management Meetings.

25
26 Employees in the Bargaining Units classified as State Worker 4 will be paid
27 within the range as determined by the departmental Employer. These rates are not
28 to be considered as steps in a pay range, and State Worker 4's do not advance
29 through a pay range based on hours of service. Any negotiated across the board
30 pay increase will not be applied to these pay rates unless mutually agreed
31 otherwise. State Worker 4's are temporary (non-career) employees and are not
32 normally eligible for any benefits, as listed in Appendix C. Should any State Worker
33 4 exceed 1040 hours of work in a calendar year, the parties will meet to address the
34 issue of employee benefits.

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37 **LETTER OF UNDERSTANDING #10**
38 **Cafeteria Benefits Plan**
39

40 During 1992 negotiations between the State of Michigan and the MSEA, the
41 parties agreed that a Cafeteria Benefits plan will be offered for all Bargaining Unit
42 members beginning FY1993-94. The Cafeteria Benefits Plan will be offered to all
43 Bargaining Unit members during the annual enrollment process conducted during
44 the summer of 1993 and will be effective the first full pay period in October, 1993 or
45 as soon thereafter as administratively possible.

1 The Cafeteria Benefits Plan will consist of the group insurance programs and
2 options available to Bargaining Unit members during FY1992-93 with three
3 exceptions: (1) Financial incentives will be paid to employees selecting HMO or a
4 new Catastrophic Health Plan rather than Standard Health Plan coverage; (2) A
5 financial incentive will be paid to employees selecting a new Preventive Dental
6 coverage rather than the Standard State Dental Plan; and (3) Employees will have a
7 new option available under life insurance coverage (one times salary or \$50,000
8 rather than two times salary). Premium splits in effect during FY1992-93 will
9 continue during FY1993-94, FY1994-95 and FY1995-96.

10
11 The parties discussed the manner in which employees will make individual
12 benefit selections under the Cafeteria Benefits Plan and Enrollment Form to
13 communicate: The benefit credits given to each employee; any current
14 individualized enrollment information on file with the Employer; and the benefit
15 selections available including costs or price tags. Changes in benefit selections
16 made by employees may be made each year during the annual enrollment process
17 or when there is a change in family status as defined by the IRS.

18
19 During FY94, financial incentives to be paid are: \$125 to employees selecting
20 HMO coverage; \$1300 to employees selecting Catastrophic Health Plan coverage;
21 and \$100 to employees selecting the Preventive Dental Plan. Incentives are paid
22 each year and are the same regardless of an employee's category of coverage. For
23 example, an employee enrolled in employee-only coverage electing the Catastrophic
24 Health Plan for FY94 will receive \$1300 as will an employee enrolled in full-family
25 coverage electing the Catastrophic Health Plan. Incentives to be paid will be
26 determined in conjunction with the annual rate setting process administered by the
27 Department of Civil Service and the State Personnel Director. The amount of the
28 incentive to be paid to employees selecting the lower-level of life insurance coverage
29 is based on an individual's annual salary and the rate per \$1000 of coverage, and
30 therefore may differ from employee to employee.

31
32 Financial incentives paid under the Cafeteria Benefits Plan to employees electing
33 HMO, Catastrophic Health or Preventive Dental Plan coverage will be paid biweekly.
34 As discussed by the parties, incentives can be taken in "cash" on an after-tax basis
35 or directed on a pre-tax basis into the Flexible Spending Accounts or Deferred
36 Compensation Plans. Similarly, any additional amounts received as the result of
37 selecting less expensive life insurance coverage will be paid biweekly.

38
39 The parties agree to meet as soon as possible following Civil Service
40 Commission approval for the purpose of discussing disseminating information about
41 the Cafeteria Benefits Plan.

1 than sixty-four (64.0) hours. Time off on Plan A will be counted against an
2 employee's twelve work week entitlement under the Federal Family and Medical
3 Leave Act, if such time off is for a qualifying purpose under the Act and if all other
4 requirements of the law and collective bargaining Agreement are met.

5
6 A.3. Insurances.

7 All State-sponsored group insurance programs, including long term disability, in
8 which the employee is enrolled shall continue without change in coverages, benefits
9 or premiums.

10
11 A.4. Leave Accruals and Service Credit.

12 Annual leave and sick leave accruals shall continue as if the employee had
13 worked or was in approved paid leave status for eighty (80) hours per pay period for
14 the duration of the Agreement. State service credit shall remain at eighty (80) hours
15 per pay period for purposes of longevity compensation, pay step increases,
16 employment preference, holiday pay, and hours until rating. Employees shall incur
17 no break in service due to participating in Plan A.

18
19 Plan C. Leave of Absence.

20
21 C.1. Eligibility.

22 Full-time and part-time employees who have satisfactorily completed their
23 probationary period in the State classified service shall be eligible to participate in
24 Plan C. Permanent-intermittent employees are not eligible to participate.

25
26 C.2. Definition.

27 With the approval of the supervisor and the Appointing Authority, an employee
28 may elect to take one (1) unpaid leave of absence during the fiscal year for a period
29 of not less than one (1) pay period and not more than three (3) months. The three
30 (3) month period is not intended to be cumulative. Time off on Plan C leave will
31 count against an employee's twelve work week leave entitlement under the Federal
32 Family and Medical Leave Act, if such time off is for a qualifying purpose under the
33 Act and if all other requirements of the law and collective bargaining Agreement are
34 met.

35
36 C.3. Insurances.

37 All State-sponsored group insurance programs with the exception of long term
38 disability (LTD) insurance, in which the employee is enrolled shall be continued
39 without change in coverage, benefits, or premiums for the duration of the leave of
40 absence, by the employee pre-paying the employee's share of the premiums for the
41 entire period of the leave of absence. LTD coverage will not continue during the
42 leave of absence, but will be automatically reinstated immediately upon termination
43 of the leave of absence. If an employee is enrolled in the LTD insurance program at
44 the time the leave of absence is initiated and becomes eligible for disability benefits
45 under LTD during the leave of absence, and is unable to report to work on the
46 agreed-upon termination date for the leave of absence, the return-to-work date shall

1 become the date established for the disability, with the commencement of sick leave
2 and LTD benefits when the sick leave or waiting period is exhausted, whichever
3 occurs later.

4
5 **C.4. Leave Accruals.**

6 Accumulated annual leave, personal leave, and sick leave balances will
7 automatically be frozen for the duration of the leave of absence. The employee will
8 not accrue leave credits during the leave of absence.

9
10 **C.5. Service Credit.**

11 An employee shall incur no break in service due to participating in Plan C.
12 However, no State service credit will be granted for any purpose.

13
14
15 **LETTER OF UNDERSTANDING #12**
16 **Human Resources Management Network (HRMN)**

17
18 During negotiations in 2001 the parties reviewed changes in terminology that
19 resulted from the implementation of the new payroll-personnel system, HRMN. The
20 parties have elected to continue to use terminology that existed prior to the
21 implementation of HRMN even though that same terminology is not utilized in
22 HRMN. The parties agree that the HRMN terminology does not alter the meaning of
23 the contract language unless specifically agreed otherwise.

24
25 An example of this are the terms “transfer, reassignment, and demotion” which
26 are called “job change” in HRMN. The HRMN history record will show each of these
27 transactions as a job change, however they will continue to have the same
28 contractual meaning they had prior to the implementation of HRMN.

29
30
31 **LETTER OF UNDERSTANDING #13**
32 **Pre-Tax Deduction for Parking**

33
34 The parties have discussed the parking/transportation benefit authorized by the
35 Internal Revenue Code, which allows employees to pay parking or transportation
36 expenses out of pre-tax income under certain circumstances. Among the factors
37 discussed was that taking advantage of the parking/transportation benefit reduces
38 an employee’s taxable income, and therefore could slightly reduce the amount of the
39 employee’s Social Security benefit.

40
41 The parties agree as follows:

- 42
43 1. For Bargaining Unit employees who pay for parking through payroll
44 deduction, the Employer will implement the pre-tax payroll deduction benefit
45 effective with the August 16, 2001 pay date. Prior to implementation,

- 1 employees will be offered the opportunity to opt out of the benefit (i.e., to
2 continue payroll deduction from after-tax income).
3
- 4 2. As soon as administratively feasible, Bargaining Unit employees who do not
5 have payroll deduction for parking will be offered the opportunity to establish
6 an account for the purpose of reimbursing out-of-pocket parking expenses.
7 The employee determines the amount of pre-tax income to set aside, and
8 then submits parking receipts for reimbursement from this account.
9
- 10 3. If permitted under the IRS Code, the Employer will offer the opportunity to
11 establish pre-tax reimbursement accounts to Bargaining Unit employees who
12 use van pools, buses, or other forms of mass transportation to commute to
13 and from work. Additional research is required to determine whether this
14 benefit can be offered.
15

16
17 **LETTER OF UNDERSTANDING #14**
18 **Fire/Crash Rescue Officers**
19

20 This Letter of Understanding sets forth certain conditions of employment for
21 permanent full-time Fire/Crash Rescue Officers, in classification codes 4091402,
22 4091403 and 4091404, employed in the Michigan Department of Military and
23 Veterans Affairs National Guard bases.
24

25 The parties recognize that because the employees covered by this Letter of
26 Understanding permanently work a minimum of a 104-hour pay period, certain
27 equitable changes should be made in the granting and/or accumulation of fringe
28 benefits so as to neither advantage nor disadvantage these employees when
29 compared to other Bargaining Unit employees who work the traditional 80 hours per
30 pay period. Such changes are based upon a recognized standard of a minimum 104
31 hours per pay period. In recognition of this, the parties agree as follows:
32

- 33 1. LTD Premiums and Benefits – Based on their hours worked, employees
34 included in this Letter of Understanding will receive proportional consideration
35 for premiums and benefits as employees on an 80-hour standard.
36
- 37 2. Completed Pay Period – Under this Letter of Understanding a pay period
38 shall be a completed pay period if, a) an employee works their regularly
39 scheduled hours, or b) those regularly scheduled hours are covered by
40 approved leave time.
41
- 42 3. Paid Sick Leave – Employees covered by this letter shall be credited with 7.0
43 hours of paid sick leave for every completed pay period. Paid service in
44 excess of a completed pay period will not be counted toward sick leave
45 accumulation.
46

4. Paid Annual Leave:

Initial Leave Grant – Upon hire, each permanent employee shall be credited with an initial annual leave grant of sixteen (16) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.

Allowance –Subject to the applicable payoff cap below.

Annual Leave shall be earned for each completed pay period as scheduled according to the following:

ANNUAL LEAVE ACCUMULATION SCHEDULE			
<u>Years</u>	<u>Accrual</u>	<u>Accumulation/Payoff</u>	
0-1	5.3 hours per pay period	396	344
1- 5 years	6.1 hours per pay period	396	344
5-10 years	6.9 hours per pay period	416	364
10-15 years	7.7 hours per pay period	435	383
15-20 years	8.5 hours per pay period	455	403
20-25 years	9.2 hours per pay period	461	409
25-30 years	10.0 hours per pay period	474	422
30-35 years	10.9 hours per pay period	474	422
35-40 years	11.7 hours per pay period	474	422
40-45 years	12.5 hours per pay period	474	422
45-50 years	13.3 hours per pay period		422
Etc.			

Paid service in excess of a completed pay period will not be counted toward annual leave accumulation. The cap on annual leave accumulation shall be 474 in accordance with the schedule above. No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating retirement benefits.

Personal Leave Grant – Permanent full-time non-Probationary employees shall receive two days of personal leave which shall equate to thirty-two (32) hours of personal leave to be used in accordance with normal requirements for annual leave usage.

5. Seniority Hours – Seniority shall be earned in accordance with the provisions of Article 11, Section A. of the primary Agreement. This provision shall be applied retroactively such that the seniority of Fire Crash Rescue Officers shall equate to their continuous service hours as recorded in the continuous service hours counter.

1 If the employee moves from a position that is based on a 104 hour standard
2 to any other position that is based on an 80 hour standard, the Employer shall
3 convert seniority hours of Service in accordance with the 80 hour standard
4 prior to such move. Annual and sick leave accumulations will remain as
5 earned, however, upon placement into the new position, the biweekly annual
6 leave accrual will be based on the appropriate step in the annual leave
7 accumulation schedule equivalent to years of service. Sick leave accrual will
8 revert to the current 80 hour accumulation standard.

9

10 6. Continuous Service Hours – Employees will be credited with 80 continuous
11 service hours for every completed pay period.

12

13 7. Probationary Service Ratings – Probationary service ratings shall be issued in
14 accordance with current practice for 80 hour employees.

15

16 8. Hours to Step – For the purpose of crediting time toward scheduled step
17 increases, a maximum of 80 hours will be credited to each employee each
18 pay period in which a minimum of 80 hours of paid service is completed.

19

20 9. Overtime Compensation – Employees shall be compensated at the overtime
21 rate for hours worked in excess of 212 in a 28 day cycle or hours worked
22 outside, of the employee's regular schedule. The work period is defined as
23 28 consecutive calendar days.

24

25 10. Holiday Pay – Employees shall receive 5.2 hours of compensatory time or
26 cash payment per pay period in lieu of holiday pay. In even years for election
27 day, employees shall receive 5.6 hours of compensatory time or cash
28 payment per pay period in lieu of holiday pay. Requests to receive cash
29 payment shall be submitted in writing annually, no later than August 15th, and
30 shall become effective the first full pay period in October.

31

32 11. Temporary Military Leave of Absence – Employees shall be paid the
33 difference between the gross military pay received and their regular rate of
34 gross pay up to the amount the employee would normally receive based on
35 the work schedule for that pay period. To be eligible for such payment,
36 employees shall provide to the Employer a copy of their military pay record for
37 such period of time.

38

39 12. Shift Differential – Will not be paid to employees.

40

41 13. Longevity – Eligibility and payment shall be in accordance with the current
42 standard and schedule for 80 hour employees in accordance with the primary
43 Agreement.

44

45 14. Lost Time – Hours which are regularly scheduled but not worked in a pay
46 period and not covered by authorized Leave shall be considered lost time.

1 For Seniority Hours.- Lost time will be reflected on an hour-for-hour basis.

2
3 For Continued Service: For each 1.3 hours (or fraction thereof) of lost time, 1
4 hour (or appropriate fraction thereof) of lost time will be deducted from the
5 employee's 80 hour counter, longevity counter, hours to step, service rating
6 hours, and annual leave probation hours for that pay period.

7
8 15. Retirement – In accordance with State Employees Retirement Act.

9
10 16. Reopener – This Letter of Understanding is subject to secondary
11 negotiations.

12
13
14 **LETTER OF UNDERSTANDING #15**
15 **between**
16 **Michigan State Employees Association**
17 **And**

18 **The Department of Natural Resources – Safety and Regulatory Unit**
19 **And Office of the State Employer**
20

21 The parties agree that employees in Seasonal positions will be allowed to place
22 their names on the appropriate transfer list to be considered for full-time permanent
23 positions at their current worksite. The application of the transfer process will
24 continue to adhere to Article 13 of the contract and its identified parameters.

25
26
27 **LETTER OF UNDERSTANDING #16**
28 **Motor Carrier Compensation**
29

30 The parties have discussed the impact of the eighteen month probationary period
31 on the compensation of Motor Carrier Officers. It is the intent of the parties to
32 maintain the same pay progression that existed prior to the implementation of the
33 eighteen month probationary period. The parties therefore agree to have the end of
34 one year step in schedule A02-009 be equal to the end of one year step in schedule
35 A02-009 E10. The parties further agree that a Motor Carrier Officer 09 will receive
36 no additional increase based on their reallocation to the Motor Carrier Officer E10
37 level after 18 months of satisfactory service. Thereafter, progression through the
38 schedule will continue in accordance with current practice.

LETTER OF UNDERSTANDING #17
Motor Carrier and State Property Security Officer Recruit School

The nature of training of Motor Carrier Officer (RCRT) 9's and State Property Security Officer 7's at the Michigan State Police Academy mandates the scheduling of at least twenty-four (24) hours per week in overtime. It is therefore agreed that the compensation paid to a Motor Carrier Officer (RCRT) 9 and State Property Security Officer (RCRT) 7 while in recruit school shall include base wages plus compensation for overtime at the rate of time and one-half (1 ½) as provided in this Agreement. The overtime earned prior to the completion of recruit school shall not be less than twenty-four hours times the number of weeks of recruit school, or the Employer agrees to pay the difference between overtime worked and the aforementioned amount. In the event that a Motor Carrier Officer (RCRT) 9 or State Property Security Officer (RCRT) 7 leaves employment prior to completion of recruit school, the overtime payment shall equal twenty-four hours times the number of weeks actually in attendance at the recruit school. Only completed weeks shall be counted in its computation.

LETTER OF UNDERSTANDING #18
Banked Leave Time Program FY 2005

1. **Eligibility.**

Permanent and limited-term, full-time, part-time, seasonal, and intermittent, probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program) known as Part B hours under the State's Annual and Sick Leave Program. Non-career employees are not eligible to participate in the Program.

2. **Definitions and Description of Program.**

An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's base pay shall be reduced by four (4) hours per pay period for full-time employees and by a pro-rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

3. **Hours Eligible for Conversion to Program.**

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of the Program, an employee shall not be able to accumulate in excess of 188 BLT hours. Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as Part A hours under the Annual and Sick Leave Program. The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as regular annual leave, pursuant to Article 39.

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4. Timing of Conversion of Unused Program Hours.

Upon an employee's separation, death or retirement from State service, unused BLT hours shall be contributed by the State to the employee's account within the State of Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan. Such contributions shall be treated as non-elective Employer contributions, and shall be calculated using the product of the following: (i) the number of BLT hours and, (ii) the employee's base hourly rate in effect at the time of the contribution. If the amount of a projected contribution would exceed the maximum amount allowable under Section 415 of the Internal Revenue Code (when combined with other projected contributions that count against such limit), the State shall first make a contribution to the employee's account within the State of Michigan 401(k) plan up to the maximum allowed, and then make the additional contribution to the employee's account within the State of Michigan 457 plan.

5. Insurances, Leave Accruals and Service Credits.

Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will continue as if the employee had received pay for the BLT hours. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is enrolled will not be changed as a result of participation in the Program. Employees shall incur no break in service due to participation in the Program. Subject to legislative approval, the Program is not intended to have an effect on the Final Average Compensation calculations under the State's Defined Benefit Plan nor the salary used for Employer contribution calculations under the State's Defined Contribution Plan.

6. Relationship to Plan A and Plan C.

Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

7. Term.

The Program shall be effective beginning with the first full pay period in January 2005, and continuing through the end of the pay period beginning October 9, 2005. The pay reduction and accrual provisions of the Program shall be in effect through the pay period ending October 22, 2005. There shall be no further BLT for the remaining term of the contract.

1 **LETTER OF UNDERSTANDING #19**
 2 **Firearm Storage**

3
 4 In order to promote the safe handling and storage of firearms, the departmental
 5 Employer shall reimburse employees, required to carry a firearm in the course of
 6 their duties, for costs related to securing and storing a department issued firearm.
 7 This one time reimbursement shall be for actual costs and shall not exceed \$100.00.
 8

9
 10 **LETTER OF UNDERSTANDING #20**
 11 **Article 8**
 12 **Grievance Arbitration Tracking System**

13
 14 The Employer agrees to develop access to an arbitration listing and indexing
 15 system which would permit the parties to review cases previously decided between
 16 the parties for their potential value in resolving existing disputes. The cost (if any) of
 17 developing such access will be shared equally between the parties. In the event that
 18 a new arbitration listing and indexing system is developed, the Employer and MSEA
 19 shall meet to discuss the union's access.
 20

21
 22 **LETTER OF UNDERSTANDING #21**
 23 **Article 22, Section F**
 24 **Foot Protection**

25
 26 During the 2011 negotiations, the parties agreed that in the Department of
 27 Natural Resources, the subject of seasonal and protective foot wear shall be a
 28 proper subject of secondary negotiations.
 29

30
 31 **LETTER OF UNDERSTANDING #22**
 32 **Article 35, Section A – Clothing**
 33 **Between the MSEA and**
 34 **The Michigan Department of State Police**

35
 36 The Michigan State Employees Association (MSEA) and the Michigan
 37 Department of State Police (MSP) understand and agree to the following:
 38

- 39 1. For the purpose of requiring uniform boots, the Department will reimburse on
 40 an annual/bi-annual basis for summer boots.
 41
 42 2. The Department will reimburse for summer boots up to a maximum of one
 43 hundred dollars (\$100) every year or up to two hundred dollars (\$200) every
 44 two years.
 45

- 1 3. Employees will be required to purchase boots according to the most current
2 Division specifications.
- 3
- 4 4. Beginning May 15, 2006, employees may provide a receipt in accordance
5 with Division procedure to request reimbursement.
- 6
- 7 5. The Division will continue to provide all weather boots to Motor Carrier
8 Officers.
- 9

10
11 **LETTER OF UNDERSTANDING #23**
12 **Between**
13 **Michigan State Employees Association**
14 **And**
15 **State of Michigan, Office of the State Employer**

16
17 **Article 43 Section D**
18

19 During negotiations in 2004, the parties agreed to implement the Disease
20 Management Program known as Blue Health Connection and a PPO network for
21 durable medical equipment and prosthetic and orthotic appliances effective October
22 1, 2005. Both of these programs will result in improved benefits for employees and
23 a cost savings to the State Health Plan. The parties therefore agree to request Civil
24 Service Commission approval to implement these provisions effective April 10, 2005
25 or as soon as administratively feasible thereafter.

26
27
28 **LETTER OF UNDERSTANDING #24**
29 **Optional Coverages Program**
30

31 Upon Civil Service Commission approval an Optional Coverages Program (OCP)
32 will be implemented for State of Michigan employees. Plans to be offered initially
33 under the optional coverages program are expected to include voluntary group term
34 life insurance, universal life insurance, critical illness insurance, and group home and
35 auto insurance.

36
37 The parties agree the Employer may extend the OCP to employees in the Safety
38 and Regulatory and Labor and Trades Bargaining Units. Employees who choose to
39 voluntarily participate in the OCP may elect to enroll in one or more of the plans
40 offered upon the terms and conditions set forth by the provider of the specific
41 optional coverage plan(s). Employees who choose to not participate in the OCP will
42 not have any optional coverages.

43
44 Premiums required for any OCP plan in which the employee enrolls are the sole
45 responsibility of the employee. Payment may be made through payroll deduction or
46 direct bill as permitted by the specific plan.

1 In the event any optional coverage plan is canceled or withdrawn, employees
 2 enrolled in the plan will be sent written notice at least 30 calendar days in advance of
 3 the coverage end date.

4
 5
 6 **LETTER OF UNDERSTANDING #25**
 7 **Motor Carrier, Capital Security and Conservation Officers**

8
 9 The MSEA and the Office of the State Employer and the applicable Department
 10 agree to meet following the effective date of this Agreement upon request of either
 11 party to discuss related to the recruitment and retention of officers in these
 12 classifications. The committee review will include but not be limited to, training
 13 practices as well as scheduling and compensation issues. Findings which involve
 14 mandatory subjects of bargaining may be shared during negotiations for the next
 15 Agreement.

16
 17
 18 **LETTER OF UNDERSTANDING #26**
 19 **Article 13**

20
 21 During the course of negotiations in 2011, the parties discussed current and
 22 possible future changes in the workforce and departmental operations which may
 23 result in the displacement of Bargaining Unit employees. The parties agree to meet
 24 within sixty (60) days of the effective date of this Agreement to explore options
 25 available for employees to pursue employment opportunities to avert displacement
 26 and/or attain state employment in the proximity of the original work location. Such
 27 options may include, but are not limited to, transferring or hiring qualified displaced
 28 employees for vacancies before others are hired. Any changes that would modify
 29 the Collective Bargaining Agreement would be implemented in a separate Letter of
 30 Understanding that would be submitted to the Civil Service Commission for
 31 approval.

32
 33
 34 **LETTER OF UNDERSTANDING #27**
 35 **Between MSEA and**
 36
 37 **State of Michigan, Office of the State Employer**

38
 39 **Article 39**
 40 **Annual Leave Donation**

41
 42 The parties agree that having a uniform process for donation and receipt of
 43 annual leave across State government would increase efficiency and understanding
 44 of the procedure.

LOU #27

1 Following approval of this Agreement, the parties agree to address this issue in
2 the Labor/Management Health Care Committee forum(s) to attempt to remove
3 inconsistencies in the processes and draft a uniform procedure.
4

5 Proper subjects to be addressed at this meeting include, but are not limited to:

- 6
7 Conditions under which leave can be received and
8 Conditions under which leave can be donated, and
9 The procedure for making such a request.
10

11 Any changes that would modify the Collective Bargaining Agreement would be
12 implemented in a separate Letter of Understanding that would be submitted to the
13 Civil Service Commission for approval.
14

15
16 **LETTER OF UNDERSTANDING #28**
17 **HAND WRITING ANALYSIS**
18

19 The parties agree that, in the event the Employer determines handwriting
20 analysis is appropriate, it shall be performed by an individual who possesses the
21 education, training, experience and/or certification necessary to be recognized by a
22 court as an expert witness in the specialty area of handwriting analysis.
23

24
25 **LETTER OF UNDERSTANDING #29**
26 **Joint Healthcare Committee**
27

28 During the 2011 negotiations, the parties discussed the mutual goal of designing
29 and implementing health care plans, including ancillary plans, that effectively
30 manage costs and that work to keep members healthy. To that end, the Employer
31 and the Unions will convene a Joint Healthcare Committee (the "Committee") whose
32 charges will include, but not be limited to:
33

- 34 a. Analysis of current plan performance identifying opportunities for
35 improvement;
36
37 b. Investigate potential savings opportunities from re-contracting pharmacy or
38 other carrier contracts;
39
40 c. Review the current specialty pharmacy program and identify best-in-class
41 specialty programs to use as a benchmark;
42
43 d. Analyze current HMO plans to determine if they are a cost-effective means of
44 providing high quality health care;
45
46 e. Investigate impact on outcomes and costs of Value Based Benefit Designs;

- 1 f. Identify opportunities for cost-containment programs and carve out programs;
2
3 g. Investigate opportunities to save costs by modifying or otherwise limiting
4 medical, professional and pharmacy networks;
5
6 h. Review current chronic care management programs to determine
7 effectiveness as well as ongoing member compliance;
8
9 i. Investigate work place health and wellness programs and make
10 recommendations with the goal of educating and motivating employees
11 toward improved health and wellbeing;
12
13 j. Make recommendations to increase voluntary participation in health and
14 wellness screenings and benefits included in current health plans;
15
16 k. Identify educational opportunities relative to facility and professional provider
17 quality data, as well as designated centers of excellence.
18

19 As mutually agreed by the parties, independent subject matter experts and
20 consultants may be called upon to assist the Committee in carrying out their
21 charges.
22

23 Within 30 days of the effective date of the Agreement, each union shall appoint a
24 representative to serve on the Committee and the Employer shall designate up to
25 four representatives. The Committee will be jointly chaired by a representative
26 designated by OSE and a representative designated by the Unions.
27

28 Monthly meetings of the Committee shall be scheduled with the first being held
29 no later than 45 days following the effective date of the Agreement.
30

31
32 **LETTER OF UNDERSTANDING #30**
33 **NEOGOV**
34

35 During the course of negotiations in 2011, the parties discussed the changes in
36 technology related to the hiring process; specifically the NEOGOV system. The
37 parties have agreed to explore the use of this technology for mutually beneficial
38 opportunities in order to streamline the transfer request process. Any changes that
39 would modify the Collective Bargaining Agreement would be implemented in a
40 separate Letter of Understanding that would be submitted to the Civil Service
41 Commission for approval.
42
43
44
45
46

**LETTER OF UNDERSTANDING #31
New Solutions Committee**

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2
3
4 During the 2011 negotiations, the parties discussed the role of labor
5 management cooperation and collaboration in providing more efficient delivery of
6 services to the citizens of Michigan. The parties recognize that the efficient delivery
7 of services to the public should be mindful of the cost effectiveness, quality of
8 delivery, accountability and public interest. The discussion encompassed the
9 Unions' New Solutions Report, which encourages all stakeholders to work together
10 in an open dialogue manner to achieve best in class public service.
11

12 The parties agreed to approach the New Solutions Report jointly with the goal of
13 facilitating the development of positive programs relative to the effective use of
14 resources. Such effective use of resources may include self-directed work teams or
15 other empowerment initiatives as agreed by the parties to provide front line workers
16 with the support needed to effectively perform their jobs.
17

18 The parties recognize that Lean Optimization can be a valuable tool in achieving
19 the effective use of resources. Lean Optimization has the simple goal of helping
20 state government work better for both its customers and its employees. Lean
21 practices rely on joint participation between employees and management at all
22 levels within the State. World class service cannot occur without such employee
23 involvement.
24

25 Within sixty (60) days of the effective date of the Collective Bargaining
26 Agreement, a New Solutions Committee will be established to explore innovative
27 solutions to deliver better customer service and pursue better value from those who
28 deliver the services. Each of the Coalition Unions may designate two (2)
29 representatives to meet with the Office of the State Employer. Representatives from
30 the Departments and/or the Civil Service Commission may participate as needed.
31 The Committee will determine the meeting schedule and agenda. The parties agree
32 on the value of utilizing outside independent facilitators trained in business lean
33 practices and will explore funding alternatives to engage mutually agreed upon lean
34 consultants.
35

**LETTER OF UNDERSTANDING #32
Student Assistant**

36
37
38
39 Within thirty (30) calendar days of the effective date of this Agreement, the
40 parties will meet to review the duties and responsibilities performed by non-
41 exclusively represented employees classified as Student Assistant. The parties
42 agree to recommend the assignment of those positions performing bargaining unit
43 work to the bargaining unit.
44
45
46

ADDENDUM 12 a.1.

MSEA #	DEPT	ISSUE	AAA Case #
LL10-021	State	TLD - Shutdown	54-390-372-10
LL10-022	DMVA	TLD - Shutdown	54-390-387-10
LL10-023	DMB	TLD - Shutdown	54-390-388-10
LL10-024	DEQ	TLD - Shutdown	54-390-389-10
LL10-025	DIT	TLD - Shutdown	54-390-390-10
LL10-027	DNR	TLD - Shutdown	54-390-392-10
LL10-028	Treasury	TLD - Shutdown	54-390-394-10
LL10-029	Agriculture	TLD - Shutdown	54-390-395-10
LL10-030	MEDC	TLD - Shutdown	54-390-396-10
LL10-031	Auditor General	TLD - Shutdown	54-390-397-10
LL10-032	HAL	TLD - Shutdown	54-390-398-10
LL10-033	AG		
LL10-034	DCH	TLD - Shutdown	54-390-400-10
LL10-035	DHS	TLD - Shutdown	54-390-402-10
LL10-036	DLEG	TLD - Shutdown	54-390-371-10
LL10-041	Agriculture	TLD - Funding	54-390-489-10
LL10-042	AG		
LL10-043	Auditor	TLD - Funding	54-390-490-10
LL10-044	DCH		
LL10-045	DOC	TLD - Funding	54-390-544-10
LL10-046	Education	TLD - Funding	54-390-497-10
LL10-047	DLEG	TLD - Funding	54-390-545-10
LL10-048	DEQ	TLD - Funding	54-390-499-10
LL10-049	DHS	TLD - Funding	54-390-539-10
LL10-050	Lottery	TLD - Funding	54-390-496-10
LL10-051	DMB	TLD - Funding	54-390-540-10
LL10-052	MEDC	TLD - Funding	54-390-498-10
LL10-053	DIT	TLD - Funding	54-390-541-10
LL10-054	DMVA	TLD - Funding	54-390-542-10
LL10-055	DNR	TLD - Funding	54-390-494-10
LL10-056	State	TLD - Funding	54-390-495-10
LL10-057	MSP	TLD - Funding	54-390-546-10
LL10-058	MDOT	TLD - Funding	54-390-491-10
LL10-059	Treasury	TLD - Funding	54-390-543-10
LL10-060	Agriculture	TLD - Seniority	54-390-431-10
LL10-061	AG		
LL10-062	Auditor	TLD - Seniority	54-390-452-10
LL10-063	DCH	TLD - Seniority	54-390-432-10
LL10-064	MDOC	TLD - Seniority	54-390-449-10
LL10-065	Education	TLD - Seniority	54-390-469-10

MSEA #	DEPT	ISSUE	AAA Case #
LL10-066	DLEG	TLD - Seniority	54-390-468-10
LL10-067	DEQ	TLD - Seniority	54-390-460-10
LL10-068	DHS	TLD - Seniority	54-390-447-10
LL10-069	DIT	TLD - Seniority	54-390-448-10
LL10-070	Lottery	TLD - Seniority	54-390-459-10
LL10-071	DMB	TLD - Seniority	54-390-462-10
LL10-072	MEDC	TLD - Seniority	54-390-465-10
LL10-073	DMVA	TLD - Seniority	54-390-461-10
LL10-074	DNR	TLD - Seniority	54-390-680-10
LL10-075	State	TLD - Seniority	54-390-464-10
LL10-076	MSP	TLD - Seniority	54-390-453-10
LL10-077	MDOT	TLD - Seniority	54-390-455-10
LL10-078	Treasury	TLD - Seniority	54-390-458-10
LL10-026	MSP	TLD - Misc	54-390-391-10
LL09-107	Hogue (Group)	TLD - Misc	54-390-1232-9
LL09-117	Ken Moore	TLD - Misc	54-390-1119-9

INDEX

	<u>Article</u>	<u>Page</u>
401(K)	39	101
	43	132, 198
Addendum	Article 12 a.1	205
Administrative Errors	8	25
Administrative Leave	7	16-18
	18	69-70
	19	71
	29	81
	31	82-83
	35	92-93
	36	95
Administrative Leave Bank	7	16
Adverse Impact	5	10
	14	56
	32	86
	38	98
Alcohol Test.....	31	84
	53	143
Alcohol Testing.....	31	84
	53	143
Allegations	9	28
Alternative Duties	31	85
Annual Leave	7	15-16
	8	27
	11	34
	15	57-59
	16	61,63-64
	18	67
	35	92-93
	36	95
	39	98
	40	104
	43	124-125
	App. C	154
	LOU #8, FMLA	187
	LOU #11, VWSAP	190-192
	LOU #14, Fire/Crash Rescue Off.	194-196
	LOU #18, BLT FY2005	197
Annual Leave Cap.....	7	15-16
	15	57-59
	39	100
	LOU #11, VWSAP	190
	LOU #18, BLT FY2005	197
Appointment	4	4-5
	11	33-34
	12	37-39
	13	51

INDEX

	<u>Article</u>	<u>Page</u>
	16	62
	40	103
	43	128
	47	135
	53	141-144
	App. C	153-156
	LOU #14, Fire/Crash Officers	193-196
Appointment Duration	3	3
	App. C	153
Apprenticeship	33	87
Arbitration	6	12, 14
	8	20-26
	9	31
	12	37
	17	66-67
	LOU #1, Art. 12	182
	LOU #20, Art. 8	199
Assignment	7	14, 22
	11	34
	12	38
	13	44-48, 52
	14	55
	15	60
	18	68
	26	80
	31	85
	32	86
	35	92-94
	49	135-136
	52	137-138
	LOU #8, FMLA	188
	LOU #32, Student Assistant	204
Attendance	4	7, 9
	7	14
	16	64
	17	65
	19	71
	22	77
	40	103, 105
	43	115
	LOU #17, Recruit School	197
Attire	21	72
Back Wages	8	25
Bereavement Leave	40	105
Birthing Center	43	112
Biweekly Work Period	14	53
	15	58
	36	95
	39	98-99
	40	103

	<u>Article</u>	<u>Page</u>
	App. C	156
Blood	43	115
	App. M.....	169
	App. M-1	176
Bulletin Boards	4	5
	14.....	54
Buy Back	7.....	15-16
	15.....	57, 59
	39.....	102
Caissons	43.....	109
Callback	14.....	55-56
Centralized Administrative		
Leave Bank	7.....	16
Charges Of Misconduct	9.....	28
Civil Service Commission	1.....	1
	2.....	1-2
	6.....	12
	8.....	23, 27
	11.....	35
	16.....	62
	18.....	69
	20.....	72
	41.....	106
	43.....	111
	44.....	133
	47.....	134
	50.....	136-137
	52.....	138
	53.....	143
	54.....	145
	LOU #10, Cafe. Benefits Plan.....	189
	LOU #23, Art. 43, Sect. D.....	200
	LOU #24, Opt. Cover. Plan.....	200
	LOU #26, Art. 13	201
	LOU #27, Art. 39, AL Donation.....	201
	LOU #30, Art. 30, NEOGOV.....	203
	LOU #31, New Solutions Comm.....	204
Class Cluster	12.....	36, 38-42
Class Series	12.....	38-41
Classification Specification	29.....	81
	38.....	98
Classified Service	9.....	31
	11.....	33-34
	12.....	41
	26.....	80
	39.....	98-99
	40.....	104
	43.....	125
	53.....	129, 144
	App. C	155

INDEX

	<u>Article</u>	<u>Page</u>
	LOU #11, VWSAP	191
Community Participation Leave	16	64-65
Compensatory Time	14	55
	15	57-59
	36	95
	LOU #14, Fire/Crash Rescue Officers	195
Complaint	8	18, 21, 23, 27
	17	66-67
	53	144
	LOU #8, FMLA	185
Condition Of Employment	5	10
	8	18
	31	83
	35	88, 91
	38	98
Confidentiality	4	7
	17	66-67
	22	75
	43	113
Conflict Of Interest	24	78
Conflicting Rules	2	1
Contact Lenses	43	119
Contagious Disease	22	75
	40	103
	LOU #5, Art. 22, Sect. I	183
Contaminated Waste	22	75
Continuous Service	4	4
	11	33-35
	12	39
	16	61-63
	39	98
	43	108, 125-126, 128
	App. C	154, 156
	LOU #14, Fire/Crash Rescue Officers	194
	LOU #18, BLT FY2005	198
Contract Interpretation	8	20-21
Contractual Service	52	138-139
	App. H	159
Controlled Substance	31	84-86
	53	139-140, 144
	App. L	168
Counseling	8	20-21
	9	30
	10	32-33
	17	67
	22	77
	31	83
Court Reporter	8	23
Covered Position	43	124
Customary Practice	52	137-138

INDEX

	<u>Article</u>	<u>Page</u>
Death	39.....	101
	40.....	104-105
	43.....	115, 121-122, 125-126
	53.....	142
	App. C.....	155-156
	LOU #18, BLT FY2005.....	198
Deductible	43.....	110-116
	App. D.....	157
	App. E.....	158
	App. H.....	164
	App. M.....	169-175
	App. M-1	176-182
Deferred Compensation	6.....	12
	41.....	106
	43.....	132
	App. C.....	156
	LOU #11.....	189
Deinstitutionalization.....	43.....	127
Dental Benefits	43.....	116
	App. C.....	156
Department Of Civil Service	12.....	38-39
	22.....	77
	53.....	144
	LOU #10, Cafeteria Benefits Plan.....	189
Departmental Recall List	12.....	42-44
	31.....	83
Dependant Coverage	43.....	121
Diagnosis	16.....	61
	43.....	111, 114
	App. M.....	170
Disability Management	35.....	94
Disability Retirement.....	11.....	33, 35
Discharge	8.....	21-22, 26
	9.....	27
	53.....	142
	8.....	26
	9.....	27-33
Disciplinary Action	17.....	66-67
	24.....	79
	31.....	83
	32.....	86
	40.....	105
	9.....	28-30
	10.....	33
Disciplinary Conference.....	23.....	77
	8.....	21-22
Disciplinary Grievances	8.....	21
Disclosure	17.....	66
	31.....	84
	53.....	144

INDEX

	<u>Article</u>	<u>Page</u>
Discrimination	25	79
Disease Management Program	43	111
	LOU #23	200
Dismissal	8	20
	9	29-31
	31	85
	40	105
	43	127
	53	143
Drug Test.....	31	85
	53	139-144
Dues Deduction.....	4	5
	6	12
Eating Areas	35	90
Educational Leave Of Absence.....	16	61
Effective Date	2	2
	3	3-4
	6	13
	7	16
	8	21
	11	35-36
	12	36-39
	13	46
	18	69
	20	72
	37	97
	40	104
	43	114, 131, 133
	52	137-138
	53	143
	LOU #25, Motor Carrier, Capitol Security ..	201
	LOU #26, Art. 13.....	201
	LOU #29, Joint Healthcare Comm.	203
	LOU #31, New Solutions Comm.	204
	LOU #32, Student Assistant	204
Emergency	5	10
	7	16
	9	28
	14	54-55
	16	60
	20	72
	22	73
	31	82
	36	94-95
	39	101
	43	111, 133
	52	137-138
	53	140
	App. H	160
	App. M.....	170-174

INDEX

	<u>Article</u>	<u>Page</u>
	App. M-1	177, 179, 181
Emergency Suspension.....	9.....	28
Employee Lounge	35.....	90
Employment History	16.....	62
Equalization Units.....	16.....	60
Essential Job Duties.....	16.....	62
Essential Services	37.....	95
Evacuation Plan	70.....	76
Exchange Transfer	13.....	52
Excluded Employees.....	12.....	36, 39
Exclusive Representative	1.....	1
	3.....	2
	4.....	8
	6.....	14
	39.....	102
	LOU #8, FMLA	184
Expedited Arbitration	8.....	24
Felony	9.....	31-32
Final and Binding.....	8.....	23
	53.....	145
Fitness.....	9.....	28
	13.....	49
	16.....	62
	18.....	67
	31.....	83
	38.....	98
	40.....	105
Flexible Compensation Plan	43.....	132
Follow-Up Testing	53.....	141-142, 144
Foot Protection	22.....	73
	LOU #21, Art. 22, Sect. F	199
Formal Counseling	8.....	21
	10.....	32-33
	17.....	66
Freeze Annual Leave	39.....	102
Garnishments.....	32.....	86
Generic Drugs	43.....	113
Good Faith	4.....	8
	5.....	10
	12.....	38
	15.....	58
	16.....	63
	22.....	75, 77
	41.....	106
	52.....	139
Grievance.....	4.....	4, 6, 8, 12
	6.....	14
	7.....	16
	8.....	18-27
	9.....	30-31

INDEX

	<u>Article</u>	<u>Page</u>
	17	65, 67
	18	68
	19	70
	22	76
	25	78
	27	80
	35	89
	43	125
	53	145
	App. H	165
	LOU #20, Art. 8	199
	Addendum, Art. 12.a.1	205
Grievance Conference	8	19, 21
Grievance Hearings	4	8
	7	16
Grievance Procedure	4	4
	8	18-20, 24-26
	9	31
	17	67
	18	68
	19	70
	22	76
	27	80
	35	89
	App. H	165
Grievance Settlement	6	12
	8	22-23
Grievant(S)	4	8
	6	16
	8	19-21, 25-26
Grooming	21	72
Group Grievance	8	20, 25-26
Guidelines	4	9
	20	72
	22	75
	24	78
	35	94
	53	143
Gynecological Examination	22	73
Hand Writing Analysis	LOU #28	202
Handicapped Dependants	43	121
Handicapped Parking	35	90
Hardship Transfer	13	50,52
Hazard Pay	16	57
	43	109, 123-124
Hazardous Work Conditions	43	109
Hazards	22	73-74
Health And Safety	19	70
	22	73-76
	27	80

INDEX

	<u>Article</u>	<u>Page</u>
	LOU #21, Art. 22, Sect. F	183
Health Insurance	22	73
	43	110, 120, 133
Health Plan	43	110-115, 121-123
	App. M	169
	App. M-1	176-181
	LOU #6	183
	LOU #8	187
	LOU #10, Cafe. Benefits Plan	189
	LOU #23, Art. 43, Sect. D	200
	LOU #29, Joint Healthcare Comm.	203
Health Screening	40	105
	43	114
Hearing Aids	43	112
High Structures	43	109
Holiday	8	19
	11	34
	15	59
	39	101
	43	123, 125, 127
	49	135
	App. C	155
	LOU #11, VWSAP	191
	LOU #14, Fire/Crash Rescue Officers	195
	LOU #18, BLT	198
Home Health Care	43	111-112
	App. M	171
	App. M-1	178
Hospice Care	43	112
	App. M	171
	App. M-1	178
Immediate Family	13	52
	40	103, 115
Immediate Supervisor	7	15-17
	16	60
	43	127
Impasse	1	1
	50	136
Initial Annual Leave	39	98
	App. C	154
	LOU #14, Fire/Crash Rescue Officers	194
Initial Appointment	App. C	153-154
Insurance Premiums	6	12
	7	17
	43	111, 122
Inter-Classification Transfer	13	51
Investigation	9	27-32
	10	32
	App. H	163
Investigatory Interview	9	28

INDEX

	<u>Article</u>	<u>Page</u>
Involuntary Reassignments.....	13.....	51
Job Duties	16.....	62
	22.....	74-75
Job Performance	22.....	77
	32.....	86
Joint Healthcare Committee.....	LOU #29, Joint Healthcare Comm.	202
Jurisdictional Area	18.....	68-69
Jury Duty	35.....	92-93
Just Cause	5.....	10
	8.....	19,26
	9.....	27, 30-31
	22.....	77
	53.....	143
Labor-Management	4.....	8
	6.....	14
	7.....	16
	13.....	47
	14.....	56
	19.....	70-71
	20.....	72
	30.....	81
	33.....	87
	35.....	88-91, 94
	43.....	111, 113-114
	49.....	136
	51.....	137
Lack Of Funds	5.....	10
	12.....	36
	22.....	76
Lack Of Work.....	5.....	10
	12.....	36
Layoff.....	3.....	3
	4.....	4
	6.....	12, 14
	11.....	33-36
	12.....	36-43
	13.....	47-49
	14.....	56
	15.....	59
	16.....	62
	18.....	68-69
	39.....	102
	43.....	108-109, 114, 122-125
	49.....	136
	52.....	138
	LOU #1, Art. 12	182
	Addendum, Art. 12.a.1.....	205
Layoff Unit	12.....	38-40
	LOU #1.....	182
Least Senior Employee.....	12.....	40

INDEX

	<u>Article</u>	<u>Page</u>
Least Senior Position.....	12.....	40
Leave Of Absence.....	4.....	4
	6.....	13
	11.....	33, 35
	12.....	40
	13.....	49
	16.....	60-63
	17.....	67
	31.....	84
	35.....	92
	39.....	99, 101
	43.....	114, 125-126
	53.....	144
	LOU #8, FMLA	186
	LOU #11, VWSAP	191-192
	LOU #14, Fire/Crash Rescue Officers	195
Legal Services.....	35.....	91-92
Less Than Satisfactory	8.....	20-22
	9.....	28
	12.....	40
	22.....	77
	23.....	77
	43.....	128
Licensure.....	29.....	81
Lie Detector Test.....	28.....	81
Life Insurance.....	41.....	106
	43.....	121-122, 132
	LOU #10, Cafeteria Benefits Plan.....	189
	LOU #24, Optional Coverages Program ...	200
Light Duty Assignment.....	LOU #8, FMLA	188
Limited Term Recall.....	12.....	40, 43
	43.....	122
Limited-Term	3.....	3
	11.....	34
	12.....	37-38, 40, 43
	16.....	64
	43.....	122
	App. C.....	153-155
	LOU #18, BLT	197
Lockout.....	46.....	134
Long Term Disability.....	8.....	25
	39.....	101
	43.....	120, 132
	App. C.....	156
	LOU #11, VWSAP	191
Longevity	11.....	33-34
	15.....	57
	39.....	89
	43.....	125-126
	App. C.....	156

INDEX

	App. J.....	166
	LOU #11, VWSAP	191
	LOU #14, Fire/Crash Rescue Officers	195
	LOU #18, BLT	196, 198
Lost Time	7	14
	11	33
	36	95
	39	100, 102
	40	103
	43	126
	LOU #14, Fire/Crash Rescue Officers	195-196
Mail Order Prescription Drug	43	113
Mail System.....	4	6
Maintenance Drugs.....	43	115
Make Whole.....	6	12
Managed Health Care.....	43	115
Management Rights.....	5	10-11
	20	72
	22	77
Mandatory Overtime	15	59
Mandatory Subjects Of Bargaining .	2	1
	4	4
	LOU #25, Motor Carrier, Capital.....	201
Maternity/Paternity Leave	16	63
Meal Period	14	55
	LOU #3, Art. 14, Sect. E	183
Meal Without Charge	35	94
Medical Certification	16	62
	31	83
	40	105
Medical Examination.....	22	73
	31	83
Medical Layoff	12	42
	16	62
Medical Leave Of Absence	16	61-62
	17	67
	31	84
	39	101
Medical Spending Account	43	132
Medical Verification.....	39	101
	40	105
Meeting Rooms	4	7
Membership Dues.....	4	4
	6	12
	41	107
Modified Work Schedule	14	56
	15	58
Morbid Obesity	43	115
Moving Expense	12	41
	13	52
	37	96

INDEX

	<u>Article</u>	<u>Page</u>
Mutual Waiver	8	19
Mutually Accepted Past Practice	8	19
NEOGOV	LOU #30, Art. 30, NEOGOV	203
New Solutions Committee	LOU #31, New Solutions Comm	204
Office Space.....	4	7-8
	35	90
Office Visits	43	116
	App. M	170, 172-174
	App. M-1	177-181
On-Call.....	8	26
	14	55-56
	15	57
	35	92
Open Enrollment	43	114, 122-123
	App. C	156
Operational.....	4	7-8
	7	16
	8	19
	13	46-48
	14	53-57
	16	62-65
	18	68
	19	71
	20	72
	22	74
	27	80
	35	90
	39	101
Operational Procedures.....	20	72
Orientation.....	4	8-9
	25	79
Original Vacancy	13	44
Orthodontic Services	43	117-118
Orthopedic Inserts	43	115
Orthopedic Safety Shoe	44	133
Out-Of-Line Seniority.....	11	34
	12	38-39
Out-Of-Pocket	43	114
	App. M	173
	App. M-1	181-182
	LOU #13, Parking Deduction	193
Overtime.....	7	17-18
	8	25
	11	34-36
	13	48
	14	53-56
	16	57-60
	19	71
	36	95
	43	127

INDEX

	<u>Article</u>	<u>Page</u>
	App. A	148
	App. B	153
	App. J	166
	LOU #14, Fire/Crash Rescue Officers	195
	LOU #17, Motor Carrier, Capital	197
	LOU #18, BLT	198
Overtime Rosters.....	15	60
Parental Leave	LOU #8, FMLA	185-188
Parking	35	90
	43	132
	App. H	162
	LOU #13, Pre-Tax Deduction for Parking... ..	192
Participating Providers	43	119-120
Past Practice	8	19
Pay Period	4	4
	6	12
	7	15-18
	11	33-35
	14	53-54
	15	58-59
	39	98, 102
	40	103
	41	106
	43	108-110,114,122,125-127,130
	App. C	153-156
	App. D	157
	App. E	158
	LOU #10, Cafeteria Benefits Plan	188
	LOU #11, VWSAP	190
	LOU #14, Fire/Crash Rescue Officers	193-196
	LOU #18, BLT	197-198
Payroll Deductions.....	39	100
	41	106
Payroll Errors.....	41	106
Pension	43	130
Performance Evaluation.....	9	30
Performance Review	10	32
Periodic, Irregular Or Cyclical Scheduling		135
Periodontic Services	43	116-117
Permanent.....	12	39, 43
	13	44-9
	14	53-56
	16	64
	39	98, 102
	40	103-105
	43	117, 123-127
	49	135-136
	App. C	153
	LOU #11, VWSAP	191
	LOU #14, Fire/Crash Rescue Officers	193-194

	<u>Article</u>	<u>Page</u>
	LOU #15, DNR	196
	LOU #18, BLT	197
Permanent Assignment	13	44
Permanent-Intermittent	14	53
	43	108-110, 120
	49	135-136
	App. C	155-156
	LOU #11, VWSAP	191
Personal Leave	43	124-125
	LOU #8, FMLA	186-188
	LOU #11, VWSAP	192
	LOU #14, Fire/Crash Rescue Officers	194
Personnel File	10	32
	17	65-67
	31	83, 87
Physician Statement	31	86
	App. L	168
Picketing	4	9
Political Activity	4	4, 8
Political Literature	4	5-6, 8
Polygraph Examination	28	81
Position Description	33	87-88
	53	141
Post-Accident	31	84
	53	144
Post-Incident Testing	53	142, 144
Preauthorized Contractual Services	52	138-139
Preference In Employment Retention	17	68-69
Preferential Layoff	12	38
Pregnancy	16	61
Prescription Drug Plan	43	113
Pressurized Tunnels	43	109
Primary Class	12	41, 43
Probationary Employee	8	20, 26
.....	13	51
.....	23	77-78
.....	43	124
.....	LOU #11, VWSAP	190
.....	LOU #14, Fire/Crash Rescue Officers	194
.....	LOU #18, BLT	197
Professional Organization.....	35	92
Prognosis	16	61
.....	43	112
Progressive Discipline	8	20
Prohibited Subject Of Bargaining.....	8	23, 27
.....	33	88
.....	53	144
Promotion	13	51
.....	LOU #7, Art. 43, Sect. A	184
Proper Subject Of Bargaining	47	134-135

INDEX

	<u>Article</u>	<u>Page</u>
Protective Clothing.....	22.....	73-74
Protocol For Alcohol Testing.....	53.....	143
Protocol For Drug Testing.....	53.....	143
Qualified	12.....	40
	13.....	46-51
	31.....	83
	39.....	99
	43.....	114, 126, 128
	LOU #26, Art. 13.....	201
Questionnaire	9.....	28
Random Selection	53.....	139, 142, 144
Ratification.....	1.....	1
Reasonable Suspicion	31.....	84-85
	53.....	140-145
	App. K.....	167
Reassignment.....	9.....	30
	12.....	40-42
	13.....	44, 46-52
	37.....	97
	43.....	123
	LOU #1, Art. 12.....	182
	LOU #12, HRMN.....	192
Recall	3.....	3
	4.....	4
	6.....	12
	11.....	33-34, 36
	12.....	36-44
	13.....	47-49
	16.....	62
	31.....	83
	39.....	102
	43.....	122, 125, 128-129
	49.....	136
	52.....	138
	53.....	144
	App. C.....	155
	LOU #1, Art. 12.....	182
Record Of Counseling	9.....	30
	10.....	32
Reduction In Force	43.....	122, 127
Register	3.....	3
	12.....	42
	53.....	143
Regular Rate Of Pay.....	14.....	54
	15.....	57
	40.....	104
Rehabilitation.....	17.....	67
	53.....	140-141, 144
Reinstatement	6.....	14
	9.....	30-31

INDEX

	<u>Article</u>	<u>Page</u>
	12.....	38
	13.....	51
	23.....	78
	39.....	99
	App. C.....	153
Relief Shifts	14.....	53
Relocation	13.....	44, 46, 49, 52-53
	35.....	90
	37.....	96
Representation Fee.....	6.....	12-14
Reprimand.....	8.....	20
	9.....	27, 30
	17.....	67
Resignation	9.....	31
	12.....	43
	43.....	127
Resignation In Lieu Of Dismissal	9.....	31
Rest Period	14.....	55
Retirement.....	4.....	4
	11.....	33-35
	18.....	69
	39.....	100-101
	40.....	104
	41.....	106
	43.....	115, 125-126, 130-132
	App. C.....	155
	LOU #14, Fire/Crash Rescue Officers	194, 196
	LOU #18, BLT	198
Retroactivity.....	8.....	25
Right To Assign.....	13.....	46
	33.....	87
Right To Know.....	22.....	75
Safety And Health	5.....	11
	20.....	72
	22.....	73, 76
Safety Buckets	43.....	109
Safety Glasses	22.....	74
Safety Harnesses	43.....	109
Safety Inspections	22.....	74
Safety Sensitive.....	31.....	83-86
	App. L.....	168
Safety Shoes.....	22.....	74
	43.....	132
Scaffolding	43.....	109
Seasonal Layoff.....	6.....	12, 14
	11.....	33
	12.....	37
	43.....	108
Secondary Class	12.....	41-43
Secondary Negotiations	4.....	5, 7-8

INDEX

	<u>Article</u>	<u>Page</u>
	9	29
	12	37-39, 41
	13	45-52
	14	54-56
	15	58-60
	18	68-71
	21	72
	22	74-76
	29	81
	35	88-89, 94
	49	136
	50	136-137
	53	141
	LOU #1, Art. 12	182
	LOU #3, Art. 14, Sect. E	183
	LOU #14, Fire/Crash Rescue Officers	196
	LOU #21, Art. 22, Sect. F	199
Secondary Vacancy	13	44, 51
Selective Certification	12	39
	13	49-52
Seniority	7	17
	11	33-36
	12	36-39, 43-44
	13	46-47, 50-51
	15	60
	49	135
	LOU #14, Fire/Crash Rescue Officers	194-196
	Addendum 12.a.1	205
Seniority List	11	35-36
	13	50
Service Credit	7	14
	11	33-34
	39	98-99
	43	126
	LOU #11, VWSAP	190-192
	LOU #18, BLT	198
Service Fee	6	13-14
	41	107
	APP. D	157
Service Rating	8	20-22
	9	28
	10	33
	13	51
	17	66-67
	23	77
	LOU #14, Fire/Crash Rescue Officers	195-196
Settlement	6	12
	8	19, 22-23, 25, 37
	43	110
	App. H	161

	<u>Article</u>	<u>Page</u>
	Addendum 12.a.1.....	205
Severance	11.....	34
	43.....	127-132
Sexual Harassment	26.....	80
Shift Change	13.....	46
	35.....	92
	43.....	123
	LOU #14, Fire/Crash Rescue Officers	193
Shift Premium.....	43.....	123
Sick Leave.....	13.....	49
	15.....	57
	16.....	61
	31.....	83
	36.....	95
	39.....	101
	40.....	103-105
	43.....	121
	App. C.....	155
	LOU #8, FMLA	186-187
	LOU #11.....	191-192
	LOU #14.....	193, 195
	LOU #18.....	197-198
Smoking	27.....	80
	43.....	115
Split Sample	31.....	85
	53.....	143
Staffing	13.....	48, 52
	30.....	81
Step One	8.....	19-21, 25
	43.....	125
Storage Space.....	35.....	89
Strike.....	8.....	22
	46.....	134
Student Assistant	LOU #32.....	204
Sub-Class Codes	3.....	2-3
Subscriptions.....	35.....	92
Supervisory Classifications.....	3.....	2
Supplemental Employment.....	8.....	25
	24.....	78-79
Suspension	4.....	9
	8.....	20-22, 26
	9.....	28-32
	11.....	23, 35
	13.....	51
	39.....	100
	43.....	127
Teeth Cleaning	43.....	116
Telephone Directory	4.....	7
Temporary	5.....	10
	9.....	30

INDEX

	<u>Article</u>	<u>Page</u>
	12	37, 39
	13	47-48
	14	54
	16	61
	18	68-69
	31	85
	35	94
	37	97
	40	103
	43	110, 122, 128
	52	137-138
	App. C	153-156
	LOU #9, State Worker 4	188
	LOU #14, Fire/Crash Rescue Officers	195
	LOU #18, BLT	197
	Addendum 12.a.1.	205
Temporary Assignment	13	47-48
	31	85
Temporary Disability	16	61
	35	94
	40	103
Temporary Representative	18	68
Temporary Work Relief	52	137-138
Test-Designated Employee	53	139-140, 142, 145
Test-Designated Position	53	140-142, 144-145
Testing Pool	31	84
Theft	35	89
	App. H	163
Third Party Administrator	43	111-113
Tiered Transfer	13	49
Time Limits	8	24
	43	129
Time Off Without Loss Of Pay	7	16
Timekeeping	14	57
	36	95
Timely	4	9
	8	20, 22, 25
	9	28
	13	46
	18	69
	20	72
	22	76
	LOU #8	185
Tools And Equipment	35	89
Training	3	3
	7	14
	14	54
	22	73, 75, 77
	29	81-82
	31	84

	<u>Article</u>	<u>Page</u>
	35.....	88-89
	52.....	137-138
	LOU #17, Motor Carrier & State Prop. Off .	197
	LOU #25, MC, CS Officers	201
	LOU #28, Handwirting Analysis	202
Transfer.....	4.....	4-5
	5.....	10
	6.....	12, 14
	11.....	34-36
	12.....	40
	13.....	44-53
	15.....	59
	31.....	83
	35.....	92
	38.....	98
	39.....	100
	40.....	105
	43.....	120
	49.....	136
	53.....	140, 144
	LOU #12, HRMN	192
	LOU #15, DNR	196
	LOU #26, Art. 13	201
	LOU #30, Art. 30, NEOGOV	203
Travel Expense	12.....	41
	13.....	46-47
	19.....	71
	35.....	93
	38.....	97
Tuition Reimbursement	35.....	90-91
Twelve Month Period.....	43.....	125
	LOU #8, FMLA	184, 186
Unauthorized Absence	9.....	30
Unemployment Compensation	8.....	25
	12.....	38
Uniform.....	6.....	13
	35.....	88-89
	LOU #22, State Police	199
	LOU #27, Art. 39, AL Donation	201-202
Unsafe Or Unhealthful Conditions ..	22.....	76
Unused Annual Leave	39.....	99-100
Usual, Customary And Reasonable	43.....	116
Vacancy Transfer List.....	13.....	44, 49-51
Vacant Position	12.....	40
Voluntary Change Of Schedule	7.....	18
Volunteers	13.....	48, 51
	15.....	60
Wage Assignments.....	32.....	86
Wages.....	2.....	1
	5.....	10

INDEX

	<u>Article</u>	<u>Page</u>
	8	25
	18	69
	26	80
	41	106
	43	108
	App. D	157
	App. E	158
	LOU #17, Recruit School	197
Waived Rights Leave Of Absence ..	16	63
	43	126
Waiver Of Representation.....	9	29
Wash-Up	14	55
Weight Loss.....	43	115
	App. M.....	172
Witness.....	7	16
	8	26
	9	29
	31	85
	35	93
	43	130
	54	145
	App. K	167
	LOU #28, Handwriting Analysis	202
Work Day.....	6	13
	7	15-16
	8	18
	12	37
	13	50
	14	53, 55-57
	16	64
	18	69
	19	71
	24	78
	35	93
	39	102
	43	124
	50	137
	LOU #8, FMLA	187
Work Force.....	5	10
	12	38
	LOU #1, Art. 12	182
Work Location.....	4	9
	8	20
	9	30
	11	34
	13	44-52
	15	60
	16	63-64
	17	66
	18	68-69

INDEX

	<u>Article</u>	<u>Page</u>
	22.....	76
	33.....	87
	36.....	94
	LOU #26, Art. 13	201
Work Period.....	14.....	53-56
	15.....	58-59
	36.....	95
	39.....	98-100
	40.....	103
	App. C.....	156
	LOU #14, Fire/Crash Rescue Officers	195
Work Rules.....	5.....	11
	20.....	72
	22.....	76
	25.....	79
	App. M.....	175
Work Schedules	7.....	15-16, 18
	14.....	54-56
	LOU #8, FMLA	188
Work Shift.....	14.....	53
	26.....	80
Work Time.....	4.....	9
	8.....	25
	14.....	54
	15.....	57-58
	31.....	82, 84
	35.....	89
	43.....	124
Work Units.....	13.....	45, 49-50
	43.....	124
Work Week.....	14.....	53, 56
	15.....	57-59
	LOU #8, FMLA	184-188
	LOU #11, VWSAP	191
Workers Compensation	7.....	17
	8.....	25
Workload	30.....	81
Work-Related Problems	22.....	77
Written Reprimands.....	8.....	20
	17.....	67