

Labor Agreement

Between



**Michigan Public Employees,
SEIU Local 517-M**
Technical bargaining unit

AND



The State of Michigan

Effective:

**January 1, 2012
through
December 31, 2013**

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**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

AGREEMENT

1
2
3 This is an Agreement made and entered into effective January 1, 2012 by and
4 between the State of Michigan and its principal Departments and Agencies
5 excluding the Civil Service Commission (hereinafter referred to as the Employer),
6 and the Michigan Public Employees SEIU Local 517M, Technical Unit
7 (hereinafter referred to as the Union).

8
9 All provisions contained in this Agreement will take effect upon ratification
10 (except as specifically indicated otherwise) by the Union, and approval by the
11 Civil Service Commission. No provisions of this Agreement shall apply
12 retroactively unless such intent is expressly stated in the particular Article.
13

ARTICLE 1
Purpose and Intent

14
15
16
17 It is the purpose and intent of the parties hereto that this Agreement:

- 18
19 1. Promotes harmonious relations between the Employer, employees, and the
20 Union;
21
22 2. Provides for an equitable and peaceful procedure for the resolution of
23 differences;
24
25 3. Establishes wages, hours, and other terms and conditions of employment
26 which are subject to good faith collective bargaining negotiations between the
27 parties, and to this end modifies or supersedes (a) conflicting rules,
28 regulations and interpretive letters of the Civil Service Commission regarding
29 proper subjects of bargaining; and (b) conflicting rules, regulations, practices,
30 policies or agreements of or within Departments and Agencies, where such
31 items pertain to proper subjects of bargaining.
32
33 4. Recognizes the continuing joint responsibility of the parties to provide efficient
34 service to the public.
35

ARTICLE 2
Recognition

36
37
38
39 **Section 1. Bargaining Unit.**

40 The Employer recognizes the Union as the exclusive representative and sole
41 bargaining agent for all employees in the Technical Bargaining Unit ("Bargaining
42 Unit") with respect to wages, hours, and other terms and conditions of
43 employment, in accordance with the provisions of the Rules and the Regulations
44 of the Michigan Civil Service Commission.
45

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1 This Agreement covers all employees in the Bargaining Unit as established
2 under Civil Service Commission Rules and Regulations, consisting currently of
3 the classifications listed in Appendix A to this Agreement, and such other
4 classifications which are assigned to the Bargaining Unit under the Civil Service
5 Commission Rules and Regulations.
6

7 **Section 2. New or Abolished Classifications.**

8 The parties recognize the plenary authority of the Civil Service Commission in
9 classifying positions. The parties will review all abolishments of existing Unit
10 classifications as well as all new classifications consisting of a significant part of
11 the duties of existing Unit classifications. Representation Unit positions shall not
12 be reclassified, reallocated, or retitled at the request of the Employer without prior
13 written notice to the Union. This provision shall not be construed to prohibit the
14 Employer from reallocating positions which have been downgraded for training.
15 Classified employees in classes and positions assigned to this Unit in
16 accordance with this Section shall be subject to the provisions of this Agreement
17 unless excluded by the Civil Service Commission as managerial, confidential or
18 supervisory in accordance with the provisions of the Civil Service Commission
19 Rules or Regulations.
20

21 Nothing herein shall prohibit either of the parties from exercising its unit
22 clarification rights under the provisions of the Civil Service Commission Rules
23 and Regulations. The classes/titles referenced in this Section or in Appendix A
24 are for descriptive purposes only. Their use is neither an indication nor a
25 guarantee that these titles will continue to be used by the Employer.
26

27 The Employer agrees to provide concurrent written notice to the Union of any
28 requests which it makes to the Civil Service Commission for selective
29 certifications on any Bargaining Unit positions.
30

**ARTICLE 3
Integrity of the Bargaining Unit**

31
32
33
34 **Section 1. Bargaining Unit Work Performed by Non-Bargaining Unit
35 Employees.**

36 A. The Employer recognizes that the integrity of the Bargaining Unit is of
37 significant concern to the Union. In accordance with Article 13 (Layoff) the
38 Employer shall inform the Union of the economic or programmatic reasons for
39 changes in work routines or systems that result in layoff of employees,
40 abolishment or attrition of positions.
41

42 B. As provided in this Agreement, Bargaining Unit work will normally be
43 performed by classified employees in the Bargaining Unit. The Employer will
44 not assign work to non-Bargaining Unit employees except as provided for in
45 this article of the Collective Bargaining Agreement.
46

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1 C. Non-Bargaining Unit employees will not be assigned to perform Bargaining
2 Unit work except to the extent that they have previously performed such work
3 as a matter of customary practice, or to the extent that such work is part of
4 their duties as provided in Civil Service Class Specifications, in the case of
5 temporary work relief or an emergency.
6

7 In addition to the prohibitions listed above, Bargaining Unit work will not be
8 assigned to non-Bargaining Unit employees if such assignment would result
9 in the reduction of hours, layoff or abolishment of positions of Bargaining Unit
10 employees.
11

12 D. The Employer may continue to use such programs as the type listed below,
13 provided that the primary purpose of such programs is to supplement ongoing
14 activities or to provide training opportunities.
15

- 16 ◆ Student Work Experience
 - 17 ◆ Seasonal Recreation Programs
 - 18 ◆ Volunteer Programs
- 19

20 To the extent that it is available, the Employer will provide the Union with
21 information which permits the Union to monitor the implementation of such
22 programs, if not already provided. These programs are not intended to be
23 used as a substitute for Bargaining Unit employees. A Union allegation that
24 such a program is being used by the Employer as a substitute, rather than a
25 supplement, for on going State employee activities, or causes layoffs or
26 reduction of hours for Bargaining Unit employees, shall be grievable under
27 this Agreement.
28

29 **Section 2. Bargaining Unit Work Performed by Supervision.**

30 Supervisory employees shall only be permitted to perform Bargaining Unit work
31 under the following circumstances: To the extent that such work is a part of their
32 job duties as provided in Civil Service class specifications or to the extent that
33 they have commonly performed such work as a matter of practice; in case of
34 emergency; when necessary to provide temporary relief; to instruct or train
35 employees; to demonstrate the proper method of accomplishing the tasks
36 assigned; to avoid the necessity of overtime; when a Bargaining Unit employee
37 capable of doing the work is not available; or to allow the release of employees
38 for Union activities recognized and authorized under this Agreement.
39

40 No employee in the Bargaining Unit shall be considered a supervisor for
41 purposes of this Agreement.
42

43 **Section 3. Contracting and Subcontracting.**

44 The Employer recognizes its obligation to utilize Bargaining Unit members in
45 accordance with the merit principles of the Civil Service Commission. The

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The State of Michigan and SEIU 517M, Technical Unit**

1 Employer reserves the right to use contractual services in accordance with Civil
2 Service Rules and Regulations.

3
4 The Employer agrees to make reasonable efforts (not involving a delay in
5 implementation) to avoid or minimize the impact of such sub-contracting upon
6 Bargaining Unit employees. Whenever the Employer intends to contract out or
7 sub-contract services, the Employer shall, as early as possible but at least fifteen
8 (15) calendar days prior to implementation and no later than at the time of
9 submission to Civil Service, give written notice of its intent to contract or
10 sub-contract to the Union. Such notice shall consist of a copy of the material
11 sent to Civil Service which shall include such matters as:

- 12
- 13 1. The nature of the work to be performed or the service to be provided.
- 14
- 15 2. The proposed duration and cost of such sub-contracting.
- 16
- 17 3. The rationale for such sub-contracting.
- 18

19 The Employer shall, upon written request, meet and confer with the Union over
20 the impact of the decision upon the Bargaining Unit. Such discussions shall not
21 serve to delay implementation of the Employer's decision.

22
23 Nothing provided in this section shall prohibit the Union from challenging the
24 planned contracting or sub-contracting before the Civil Service Commission, nor
25 from appealing a Departmental action which it alleges violates applicable Civil
26 Service Rules and Regulations.

**ARTICLE 4
Union Security, Dues Deduction and Remittance**

Section 1. Union Security.

27
28
29
30
31
32 A. Any employee covered by this Agreement who is a member of the bargaining
33 unit on the effective date of this Agreement shall, as a condition of continuing
34 employment, tender to the Union those dues and fees uniformly required of
35 Union members in good standing.

36
37 B. Any employee who is employed in this Bargaining Unit on the effective date of
38 this Agreement who is not a member of the Union on the effective date of this
39 Agreement within thirty (30) calendar days following the effective date of this
40 Agreement, shall, as a condition of continuing employment, either:

- 41
- 42 (1) Become a member of the Union and tender to the Union those dues and
43 fees uniformly required of Union members in good standing; or
- 44
- 45 (2) Pay to the Union a service fee, in an amount not to exceed the duly
46 established membership dues and not exceeding the employee's

ARTICLE 4

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1 proportionate share of the costs germane to collective bargaining, contract
2 administration, and grievance administration, or otherwise necessarily or
3 reasonably incurred for the purpose of performing the duties of an
4 exclusive representative of the employees in dealing with the employer on
5 labor-management issues.
6

7 C. Any employee who becomes employed in this Bargaining Unit after the
8 effective date of this Agreement shall, within thirty (30) calendar days
9 following the effective date of such employment and as a condition of
10 continuing employment, either:

11
12 (1) Become a member of the Union and tender to the Union those dues and
13 fees uniformly required of Union members in good standing; or

14
15 (2) Pay to the Union a service fee, in an amount not to exceed the duly
16 established membership dues and not exceeding the employee's
17 proportionate share of the costs germane to collective bargaining, contract
18 administration, and grievance administration, or otherwise necessarily or
19 reasonably incurred for the purpose of performing the duties of an
20 exclusive representative of the employees in dealing with the employer on
21 labor-management issues.
22

23 D. Any employee who is a member of the Union shall have the right to withdraw
24 from Union membership at any time, but such voluntary termination of
25 membership shall not exempt the employee from the obligation to pay the
26 contractually required service fee.
27

28 E. The obligation of an employee who is a member of the Union on the effective
29 date of this Agreement to tender the required dues and fees shall commence
30 on the effective date of this Agreement. The obligation of any employee who
31 is not a member of the Union on the effective date of this Agreement to tender
32 the contractually required dues or to pay the contractually required service fee
33 shall commence thirty (30) calendar days following the effective date of this
34 Agreement.
35

36 **Section 2. Compliance Procedure.**

37 In determining whether compliance has occurred, the Employer may accept
38 proofs from an employee who is a member of and adheres to established
39 traditional tenets or teachings of a bona fide religion, body or sect which has
40 historically held conscientious objections to joining or supporting labor
41 organizations, that the employee has agreed to pay an amount equal to Union
42 dues to a non-religious, non-labor charitable organization which is exempt from
43 taxation under Section 501(c)(3) of the Internal Revenue Code.
44

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

1 The Employer shall automatically deduct from an employee's pay check and
2 tender to the Union a representation service fee as provided in Section 1, after
3 the following:

4
5 A. After thirty (30) days from date of the employee's hire, the Union has first
6 notified the Employer that:

- 7
8 (1) The employee is subject to the provisions of this Section;
9
10 (2) The employee has been provided with an opportunity to object to the
11 amount of the fee;
12
13 (3) The employee has elected not to become or remain a member of the
14 Union in good standing or to tender the required service fee.

15
16 B. Within ten (10) work days from the date the Union so notified the Employer,
17 the Employer shall:

- 18
19 (1) Notify the employee of the provisions of this Agreement;
20
21 (2) Obtain the employee's response, if possible; and
22
23 (3) Notify the Union of the employee's response, if any.

24
25 C. In the event the employee fails to become a member of the Union in good
26 standing, renew membership, or sign the "Authorization For Representation
27 Service Fee" form after the above, the Union may request automatic
28 deduction by notifying the Employer, with a copy to the employee, certified
29 mail, Return Receipt Requested.

30
31 D. Upon receipt of such written notice, the Employer shall, within five (5) week
32 days, notify the employee, with a copy to the Union, that beginning the next
33 pay period it will commence deduction of the service fee and tender same to
34 the Union, including fees due commencing with the employee's thirty-first day
35 of employment.

36
37 E. Any employee in arrears in dues or fees as of the effective date of this
38 Agreement shall have ten (10) calendar days from the date of notification by
39 certified mail to submit a check to the Union for the full amount of the
40 arrearage. If an employee fails to submit the payment in full within this time
41 period, the Union may request the Employer to begin automatic double
42 deduction of service fees for the period of time required to liquidate any
43 remaining arrearage.

44
45 A copy of such request shall be provided to the employee, Certified Mail,
46 Return Receipt Requested. The Union shall inform the Employer that:

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- 1 (1) The employee is in arrears, the amount of the arrearage, and the
2 period(s) during which the arrearage arose;
3
- 4 (2) The Union has notified the employee of the amount of the claimed
5 arrearage and the basis on which it was calculated;
6
- 7 (3) The Union has afforded the employee the opportunity to satisfy the
8 arrearage; and
9
- 10 (4) The employee continues to fail or refuse to satisfy the arrearage.
11

12 Within seven (7) calendar days following receipt of the above information by
13 the Employer, the Employer shall notify the employee with a copy to Union,
14 that beginning with the next pay period it will begin an involuntary double
15 deduction of dues or fees until the arrearage has been satisfied.
16

17 **Section 3. Dues Deduction.**

18 The Employer agrees to deduct from the wages of any Bargaining Unit employee
19 the biweekly Union membership dues, as from time to time established, if the
20 employee has authorized the Employer to do so by executing a written
21 authorization in accordance with the specifications used by the Employer (as set
22 forth in Appendix B).
23

24 The Union dues deduction authorization shall remain in full force and effect
25 during the period of this Agreement and may be revoked or terminated on written
26 notice to the Employer and the Union at any time.
27

28 Dues will be authorized, revised and certified to the Office of the State Employer
29 by the Union. Each Union member and the Union authorize the Employer to rely
30 upon and to honor certifications by the Union regarding the amounts to be
31 deducted and the legality of the adopting action specifying such amounts of the
32 Union dues.
33

34 **Section 4. Representation Fees.**

35 The Employer agrees to deduct from the wages of any Bargaining Unit employee
36 who is not on payroll dues deduction to the Union a Representation Service Fee,
37 if the employee has authorized the Employer to do so by executing a written
38 authorization in accordance with the specifications used by the Employer (as set
39 forth in Appendix C).
40

41 The written Representation Service Fee Deduction authorization shall remain in
42 full force and effect during the life of this Agreement unless the employee
43 executes and furnishes the Employer a Union dues deduction authorization form.
44
45
46

Section 5. Objections to Amount of Service Fee.

A Service Fee payer shall have the right to object to the amount of the Service Fee and to obtain a reduction of the Service Fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.

The Union shall give every Service Fee payer financial information sufficient to determine how the Service Fee was calculated. A Service Fee payer may challenge the amount of the Service Fee by filing a written objection with the Union within 30 calendar days. The Union shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The Union shall place in escrow any portion of the objector's Service Fee that is reasonably in dispute.

Section 6. Remittance and Accounting.

The Employer shall remit monies withheld from payroll dues and service fee deduction no later than ten (10) calendar days after the close of the pay period of deduction, together with an alphabetical list of the names, by Department and Agency, of all active employees from whom deductions have been made, enrollments, cancellations, deduction changes, additional deductions, name changes.

Upon forwarding such payment by mail to the Union's last designated address, the Employer, its officers and employees shall be released from any liability to the employee and the Union under such assignments.

Section 7. Bargaining Unit Information Provided to the Union.

The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this unit who are hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining unit, or who have made any changes in union deductions. This report shall include the employee's name, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).

The Employer will provide a biweekly demographic report to the union in electronic form, containing the following information for each employee in the bargaining unit: the employee's name, identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (department/agency), TKU, union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of

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1 absence/layoff effective date, continuous service hours, county code, worksite
2 code, unit code and hourly rate.

3
4 The parties agree that this provision is subject to any prohibition imposed upon
5 the employer by courts of competent jurisdiction.

6
7 **Section 8. Deductions Not Taken.**

8 Deductions shall be made only when the employee has sufficient earnings to
9 cover same after deductions for social security (FICA); individually authorized
10 deferred compensation; federal, state and local income taxes; other legally
11 required deductions; individually authorized participation in State programs;
12 enrolled employee's share, if any, of insurance premiums.

13
14 **Section 9. Forms.**

15 It shall be the sole responsibility of the Union to print and furnish membership
16 dues and representation service fee deduction authorization forms approved by
17 the State. The Union may supply such approved forms to the respective
18 Departmental Employers where Bargaining Unit employees may obtain them
19 upon request.

20
21 **ARTICLE 5**
22 **Union Rights**

23
24 **Section 1. Bulletin Boards.**

25 The Employer agrees to furnish adequate bulletin board space in reasonable
26 repair in convenient places in work areas of buildings where Technical Unit
27 employees work or to which they are assigned. In construction project offices
28 where bulletin boards presently exist, the Employer will designate a portion of the
29 board, normally 12 square feet, for the exclusive use of the Union.

30
31 The bulletin board shall be for the exclusive use of the Union to enable
32 employees of the Bargaining Unit to read materials posted by the Union in order
33 to inform Unit employees about matters pertaining to the Union or the Technical
34 Unit.

35
36 Where the board is found to be in need of repair, the Union, through its Chapter
37 President, may request the installation of a new board. The location of such
38 board will normally be at or near an area where Technical Unit Employees have
39 reasonable access.

40
41 Any needed repairs to State owned boards resulting from normal wear and tear
42 will be undertaken by the Employer with no cost to the Union.

43
44 In the event the Union desires a new board, the Union shall pay 100% of the cost
45 of the materials for such boards or furnish its own bulletin boards compatible with
46 Employer locations.

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1 The Union shall designate to the OSE, within thirty (30) calendar days after the
2 effective date of this Agreement, at each work site at which a bulletin board is
3 located, an individual who shall be responsible for posting and removal of
4 material on behalf of the Union. In the event such designation is changed at any
5 work site, the Union, within thirty (30) days after the effective date of such
6 change, shall notify the OSE of such change. All posted material shall be signed
7 and dated by such individual.

8
9 The Union agrees to limit its posting at State work sites to authorized bulletin
10 board space.

11
12 **Section 2. Mail Services.**

13 The Union shall be permitted to use the inter/intra agency mail distribution
14 service for Unit representation activities, except as prohibited by law. Such
15 mailings shall be of a reasonable size, volume and frequency, and shall be
16 prepared in accordance with departmental specifications. The Employer, its
17 officers and employees shall have no liability to the Union or an employee for the
18 delivery or security of such mailings, including any mailings directed to an
19 employee from outside the Agency.

20
21 **Section 3. Union Information Packet.**

22 The Employer agrees to furnish to new employees of the Unit represented by the
23 Union a packet of informational materials supplied to the Employer by the Union.

24
25 Such information shall consist of material informing the new employee of his/her
26 rights and obligations under this Agreement, and the benefits afforded Union
27 members.

28
29 **Section 4. Maintenance of Materials.**

30 Designated Union officials shall have the right to maintain Union related materials
31 in their work areas. The Union shall provide to the Office of the State Employer
32 the names of these designated officials within thirty (30) calendar days after the
33 effective date of this Agreement.

34
35 In the event any such designated Union officials are changed during the term of
36 this Agreement, the Union shall notify the OSE of such changes within thirty (30)
37 calendar days of the effective date of such change.

38
39 **Section 5. Union Meetings on State Premises.**

40 The Employer agrees to permit the use of State conference and meeting rooms
41 for Union meetings upon prior request of the Union, subject to its availability and
42 approval by the appropriate local Employer representative. Such approval shall
43 not be arbitrarily withheld, and such facilities shall be furnished without charge to
44 the Union unless such charge is required by law or the Employer is charged for
45 such use and uniformly requires payment of such charges by all users. Union

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1 usage of State premises shall be governed by operational and/or security
2 considerations of the local authority.

3
4 **Section 6. Telephone Directory.**

5 The Employer agrees to publish the telephone number and business address of
6 the Union in the State of Michigan telephone directory published.

7
8 **Section 7. Access to Premises by Union Staff.**

9 The Employer agrees that officers and representatives of the Union shall be
10 permitted necessary access to the premises of the Employer during normal
11 working hours with advance or concurrent notice to the appropriate Employer
12 representative. Such access shall only be for the purpose of the administration
13 of this Agreement. Meetings related to the administration of this Agreement will
14 normally be held in non-security, non-work areas.

15
16 The Union agrees that such access shall be subject to operational or security
17 measures established by the Employer and shall not interfere with the normal
18 work duties of the employees.

19
20 The Employer reserves the right to designate a meeting place and to provide a
21 representative to accompany the Union officer or representative where
22 operational or security considerations do not permit unaccompanied Union
23 access. However, this provision shall not be construed to prevent Union access
24 to lobby areas or to areas open to the general public. Access authorized by this
25 Section shall be expedited wherever possible.

26
27 **Section 8. Access to Documents, Records or Policies.**

28 Upon written request, the Union shall receive specific existing documents,
29 records or policies which, on their face, affect the wages, hours, terms and
30 conditions of employment for employees of this Unit and which are not exempt
31 from disclosure by statute. Discretion permitted under F.O.I.A. shall not be
32 impaired by this Section. The Employer is not obligated to compile reports for
33 the purpose of complying with this Section. The Union shall pay all costs of
34 reproducing such information.

35
36 **Section 9. Prohibited Materials.**

37 It is expressly understood and agreed that profane, political, libelous, and
38 defamatory materials are not authorized for posting, circulation in the Employer's
39 mail system, or for distribution on State premises, and the Employer reserves the
40 right to remove any and all such material, and shall provide prompt notice of such
41 action to the designated Union representative at that work site. The Union shall
42 provide the names of such representatives in writing to the Office of the State
43 Employer within thirty (30) calendar days after the effective date of this
44 Agreement. In the event any such designated Union representatives are
45 changed during the term of this Agreement, the Union shall notify the OSE of

1 such changes within thirty (30) calendar days of the effective date of such
2 change.

3
4 **ARTICLE 6**
5 **Management Rights**
6

7 **Section 1. Rights of Employer.**

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

18
19 To the extent they are not superseded by other provisions of this agreement,
20 management rights include, but are not limited to, the right, without engaging in
21 negotiations, to:

22
23 A. Determine matters of managerial policy; mission of the Agency (i.e., the
24 services to be provided, their level, and by what means); budget; the method,
25 means and personnel by which the Employer's operations are to be
26 conducted; organization structure; standards of service and maintenance of
27 efficiency; the right to select, promote, assign or transfer employees;
28 discipline employees for just cause; and in cases of emergency, to take
29 whatever action is necessary to carry out the Agency's mission. However, if
30 such determinations alter conditions of employment to produce substantial
31 adverse impact upon employees, the modification and remedy of such
32 resulting impact from changes in conditions of employment shall be subject to
33 negotiation requirements. Any claim by the Union of failure on the part of the
34 Employer to bargain in good faith shall be appealable through the procedures
35 contained in the Civil Service Commission Rules and Regulations.

36
37 B. Utilize personnel, methods and means in the most appropriate and efficient
38 manner as determined by the Employer. Such rights shall be exercised
39 consistent with the other provisions of this Agreement.

40
41 C. Determine the size and composition of the work force, direct the work of the
42 employees, determine the amount and type of work needed and, in
43 accordance with such determination, relieve employees from duty because of
44 lack of funds or lack of work. Such rights shall be exercised consistent with
45 the other provisions of this agreement.
46

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1 D. Make work rules which regulate performance, conduct, and safety and health
2 of employees, provided that changes in such work rules shall be reduced to
3 writing and furnished to the Union for its information as soon as possible, and
4 provided that such rules do not violate any provisions of this Agreement.
5 Rules under this section will be reviewed prior to implementation by the Office
6 of the State Employer.

7
8 **Section 2. Non-Negotiability of Management Rights.**

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

13
14 B. None of the enumerated rights contained in this Article are intended to
15 supersede any written provisions of this Agreement.

16
17 **Section 3. Zipper Clause.**

18 This Agreement, including its supplements and exhibits attached hereto,
19 concludes all negotiations between the parties during the term hereof, and
20 satisfies the obligation of the Employer to bargain during the term of this
21 Agreement, except as specifically provided elsewhere by the terms of this
22 Agreement or the provisions of the Civil Service Commission Rules and
23 Regulations. The parties acknowledge and agree that the bargaining process,
24 under which this Agreement has been negotiated, is the exclusive process for
25 affecting terms and conditions of employment.

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

32
33 This Agreement, including its supplements and exhibits attached hereto,
34 concludes all collective bargaining between the parties during the term hereof,
35 and constitutes the sole, entire and existing Agreement between the parties
36 hereto, and supersedes all prior agreements, and practices, oral and written,
37 expressed or implied, except as provided in Article 22, Maintenance of Benefits,
38 and expresses all obligations and restrictions imposed upon each of the
39 respective parties during its term.

40
41 **ARTICLE 7**
42 **Union Business and Activities**

43
44 **Section 1. Union Activities During Working Hours.**

45 Employees shall be released and allowed time off with or without pay, and with or
46 without loss of benefits, as provided for in this Agreement.

1 **Section 2. Time Off for Union Business.**

2 A. To the extent that the release for Union business does not substantially
3 interfere with the Employer's operations, properly designated Union
4 representatives, regardless of shift, shall be released and allowed time off
5 without pay for legitimate Union business. Such time off shall not be
6 detrimental in any way to the employee's record. Nothing herein requires the
7 Employer to release an employee from work if such release would
8 substantially interfere with the work, order or discipline in the work place, or if
9 such release would directly or indirectly pose a risk to the health or safety of
10 State employees, officers, or the public, or would require the Employer, by the
11 terms of this Agreement to pay overtime at premium rates because of such
12 release.

13
14 B. An employee shall furnish notice of the employee's request to be released
15 from work pursuant to Subsection A. above to his/her immediate supervisor,
16 as soon as possible, but prior to the scheduled activity.

17
18 In addition to the above employee notice, the Union President or Executive
19 Director or his/her designee shall provide written notice of the employee's
20 request to be released from work to the employee's Appointing Authority prior
21 to the scheduled activity, if possible, or verbal notice in those circumstances
22 where it is impossible to provide prior written notice. In any case, written
23 notice will be provided either prior to or following the activity.

24
25 No employee shall be entitled to be released pursuant to these provisions
26 unless the request of the employee and the Union is provided as required
27 herein, except in circumstances where it is impossible to do so or upon
28 mutual agreement.

29
30 **Section 3. Union Officers.**

31 The Union agrees to furnish to the Office of the State Employer in writing the
32 names, Departments (and Agencies) of all employees holding an elective or
33 appointive office within the Union. The purpose of such listing shall be only to
34 identify those persons whom the Employer may reasonably expect to be
35 requesting paid or unpaid leave to participate in legitimate Union business. Such
36 notice shall be provided within thirty (30) calendar days following the effective
37 date of this Agreement. Similar written notice shall be provided within seven (7)
38 calendar days following changes in such designations.

39
40 **Section 4. Annual Leave Buy Back.**

41 Employees designated by the Union may utilize accumulated leave time (holiday,
42 compensatory, Plan B, or annual leave) in lieu of taking such time off without
43 pay, to engage in Union activities authorized by this Agreement.

44
45 When an employee designated in accordance with Section 3 of this Article
46 utilizes unpaid leave time and elects to utilize annual leave credits, the employee

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- 1 may "buy back" such credits with the following restrictions:
2
3 A. The employee and the Union must notify the appointing authority in writing of
4 the intent to "buy back" such credits.
5
6 B. The employee shall be permitted annual leave absence from work for such
7 business up to a maximum of accrued credits.
8
9 C. The employee may reinstate such expended credits used in the previous
10 twelve (12) months by cash payment to the Department personal services
11 account at the employee's current hourly rate. The employee shall furnish to
12 the Department the total cost to the State of such credits. This provision shall
13 be administered in compliance with applicable tax statute.
14
15 D. The employee shall be allowed to exercise the option of reinstating such
16 credits for him/herself no more than four (4) times each fiscal year, except
17 that no such "buy back" may occur later than August 1.
18
19 E. The Appointing Authority will, except in circumstances when it is impossible to
20 do so, credit the employee making request for "buy back" in accordance with
21 the provisions of this article, with such "buy back" credits within forty five (45)
22 days of the receipt of the employee's payment for such credits by the
23 appointing authority.
24

25 **Section 5. Administrative Leave Bank.**

- 26 Subject to the operational needs of the Employer, and the provisions of this
27 article, the Employer shall make every reasonable effort to allow employees in
28 this Unit, designated in accordance with the provisions below, time off without
29 loss of pay, benefits or service credits during scheduled working hours to engage
30 in union authorized functions or steward training subject to the following
31 conditions:
32
33 A. An administrative leave bank shall be calculated on the basis of two hours per
34 employee of the bargaining unit on the payroll during the first full pay period of
35 July of each year.
36
37 B. Such time shall be credited at the beginning of the first pay period which
38 starts after the effective date of this Agreement, and during the pay period in
39 which October 1 falls thereafter.
40
41 C. Such time which is not used in the fiscal year in which it was granted may be
42 carried forward from one year to the next.
43
44 D. If a representative utilizing leave under this bank is expected by the Union to
45 spend more than 500 hours in a contract year in such activities, they shall be

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1 so designated by the Union. Only representatives so designated shall be
2 allowed to use more than 500 hours from this bank in a contract year.

3
4 In the event that a named representative's absence from the work place
5 would create serious operational problems for the Employer, the parties shall
6 meet in an attempt to resolve the problems. Such resolution may include the
7 designation of an alternative representative by the Union. Such employees
8 are to be considered as employees of the union during the periods of
9 absence covered by administrative leave from the bank. Should an
10 administrative board or court rule otherwise, the union shall indemnify and
11 hold the Employer harmless from any workers compensation claims by the
12 employee arising during or as a result of the employee's absence covered by
13 administrative leave from the bank. For purpose of seniority accrual, time
14 spent by such employees shall be considered as time worked unless
15 prohibited by applicable legislation. The Union shall reimburse the Employer
16 for the Employer's share of all applicable insurance premiums during the
17 periods of absence covered by administrative leave from the bank.

- 18
19 E. Such time shall be granted in increments of no less than one (1) hour. No
20 employee shall be entitled to charge an absence to such administrative leave
21 bank unless the Union has provided a written request for release of the
22 employee as soon as possible but at least seven (7) calendar days in
23 advance of the event. When the Union is unable to provide at least seven (7)
24 calendar days notice because the Union does not have such notice of the
25 event, a reasonable effort will be made to release the employee. The Union
26 will send the request to the department and the Office of the State Employer.
27 The request will include the employee's name, dates and times for release,
28 number of bank hours to be used, and general nature of the union authorized
29 function. In addition, the employee must notify his/her supervisor of the
30 request at least seven (7) calendar days in advance of the event. The
31 department may deny the request if operational needs preclude release. The
32 Office of the State Employer may deny the request if it does not comply with
33 the provisions of this section.

34
35 **ARTICLE 8**
36 **Union Representation**

37
38 **Section 1. Bargaining Committee.**

39 Employees in the Bargaining Unit shall be represented by the Union in primary
40 and secondary negotiations in accordance with this Section. Bargaining
41 Committee representatives authorized by this Section shall be compensated in
42 accordance with this Section.

- 43
44 A. Primary Negotiations: The Primary Bargaining Committee, including
45 alternates, shall be designated in writing by the Union. No more than seven
46 (7) employees shall be released with administrative leave to attend such

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1 sessions. Designations shall be provided to the State Employer not later than
2 the Monday immediately preceding the pay period containing the date of the
3 first negotiation session. Each properly designated committee member shall
4 be granted administrative leave for all approved time related to primary
5 negotiations.

6
7 B. Secondary Negotiations: Any Secondary Bargaining Committee shall be
8 designated by the Union and shall consist of not more than six (6) persons
9 in the Department of Transportation and three (3) persons in the other
10 Departments per session, all of whom shall be employed in the
11 Department in which secondary negotiations are conducted, excluding
12 non-state employees.

13
14 Written notice of the names of unit employees designated by the Union
15 shall be supplied to the relevant departmental employer not later than the
16 Monday immediately preceding the pay period containing the date of the
17 first negotiating session. Each secondary committee member shall be
18 granted administrative leave for the first forty (40) hours of secondary
19 negotiations, or such lesser amount as the negotiations require. If such
20 negotiations extend beyond forty (40) hours, committee members shall be
21 placed upon leave without pay, but without loss of benefits or service
22 credits. Such forty (40) hours maximum may be increased by an amount
23 mutually agreed upon by the parties.

24
25 **Section 2. Union Representatives and Jurisdictions.**

26 Employees covered by this Agreement are entitled to be represented in
27 investigative interviews/meetings, disciplinary conferences, and the grievance
28 procedure by a Steward or Chief Steward or, at the discretion of the Union, a
29 Union Staff Representative. Employees may, alternatively, be represented by an
30 attorney of their choice in the grievance procedure, at their own expense, on
31 terms acceptable to the Union and the Employer.

32
33 The Union may designate one (1) Steward for each fifteen employees at a work
34 site, up to a maximum of five (5) Stewards at any work site, to represent Unit
35 employees of A Department in grievance conferences, investigative
36 interviews/meetings, or disciplinary conferences at such work site. Each
37 assigned Steward may have an assigned Alternate. A Steward/Alternate shall
38 lose no normal pay or leave credits while representing Unit employees at their
39 own work site, or for any other purpose for which leave is granted under this
40 Article. In the event a Steward or alternate is not available at the work site of an
41 employee entitled to representation under this section, a Steward or alternate
42 from an adjacent work site may represent the employee.

43
44 For purposes of this Article, work site is defined as a building occupied in part or
45 entirely by a Department or a group of buildings which constitute a facility or a

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1 field office in the Department of Transportation. At a work site with multiple
2 working shifts, the Union may designate a Steward for each shift.

3
4 A Chief Steward shall lose no normal pay or leave credits while representing unit
5 employees of a department within their designated jurisdictional area or for any
6 other purpose for which leave is granted under this Article. Chief Stewards will
7 not be selected from work sites of less than seven (7) employees. In the event
8 the preceding restriction causes the Union difficulty in selecting Chief Stewards,
9 the parties agree to meet in an attempt to resolve the problem. The total number
10 of Chief Stewards shall not exceed one (1) per Union Chapter.

11
12 Upon notice to the Union of the number of hours added to the Article 7, Section 5
13 Administrative Leave Bank during the pay period in which October 1 falls each
14 year, the Union may request to designate up to 10% of such hours as the chief
15 steward representation leave bank to be used by chief stewards for
16 representation activities within their designated jurisdictional area but outside of
17 their department. Within 30 days of the effective date of this Agreement, the
18 Union will provide to the Office of the State Employer and the affected
19 departments a list of the chief stewards and their designated jurisdictional areas.
20 Subject to operational needs, and with as much advance notice as possible to
21 their immediate supervisor, the chief stewards on this list shall be permitted to
22 utilize hours from the chief steward representation leave bank to provide
23 representation during grievance, investigative and disciplinary proceedings for
24 bargaining unit employees from outside of the chief steward's department. Use
25 of any chief steward representation leave bank hours must be promptly recorded
26 with the department, the Office of the State Employer and the Union. In the
27 event that the Employer or the Union raises concerns regarding the use of the
28 chief steward representation leave bank, the parties agree to meet to resolve the
29 concerns.

30
31 Nothing herein requires the Employer to release an employee from work if such
32 release would substantially interfere with the work, order or discipline of the work
33 place, or would directly or indirectly pose a risk to the health or safety of State
34 employees, officers, or the public, or would require the Employer, by the terms of
35 this Agreement, to pay overtime at premium rates because of such release.

36
37 **Section 3. Release of Union Representatives.**

38 No Union Representative shall leave his/her work to engage in employee
39 representation activities without first notifying and receiving approval from his/her
40 supervisor or designee. Such approval shall normally be granted and under no
41 circumstances shall unreasonably be denied.

42
43 In the event that approval is not granted for the time requested by such
44 representative the Union, at its discretion, may either request an alternate
45 representative or have the activity postponed and rescheduled. In making such
46 request, the Union will provide timely representation to avoid delay.

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1
2 The Employer shall make every reasonable effort to minimize the adverse impact
3 on shift employees in scheduling meetings.

4
5 If an employee scheduled for a grievance, investigative interview/meeting, or
6 disciplinary conference is employed at a work site where a Steward or alternate
7 is designated and available, the Employer shall be obligated to release only such
8 Steward or alternate at the employee's work site.

9
10 **Section 4. Access to Union Representatives.**

11 Employees shall have reasonable access to an Union Representative during
12 working hours to consult about the rights and obligations provided for in this
13 Agreement, but such access shall, except as provided below, be confined to the
14 non-work time (rest and meal periods) of the employee and the representative.

15
16 Such discussions shall not be held in such a place or manner as to disrupt the
17 operations of the Employer. In circumstances involving a grievance meeting with
18 management, disciplinary conference or an investigatory interview in which by
19 the terms of this Agreement, the employee is entitled to request Union
20 representation, the employee shall have access to a representative during work
21 time for up to one-half hour immediately preceding the meeting with management
22 if non-work time is not available for the employee to meet with the representative
23 as long as it will not cause the Employer any overtime liability or substantially
24 interfere with work operations.

25
26 When an employee desires access to a Union Representative during work time,
27 the employee shall notify his/her supervisor of the contractual reason and such
28 access shall be allowed within a reasonable length of time such that it does not
29 substantially interfere with work operations.

30
31 Designated Union officials will have reasonable access to receiving and making
32 telephone calls related to Union business provided that such telephone use takes
33 place on non-work time with the exception of telephone calls to the Employer,
34 does not unreasonably interfere with the normal work activities, and does not
35 result in any long distance telephone charges incurred by the Employer.

36
37 **Section 5. Union Leave.**

38 A. No later than thirty (30) calendar days following the effective date of this
39 Agreement, the Union shall provide written notice to the State Employer of the
40 name and Department/Agency of the President who will be exercising any of
41 the representational or union functions contained or recognized in any Article
42 of this Agreement. This shall include but is not limited to grievance handling,
43 disciplinary conferences, arbitration, labor management meetings, and all
44 other activities in which Union Representatives are entitled by the terms of
45 this Agreement to participate on administrative leave. Similar written notice

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1 shall be provided within seven (7) calendar days following change in such
2 designation.

- 3
- 4 B. If the President is expected by the Union to spend more than 500 hours in a
5 contract year in such activities, the Employer shall be notified. Such
6 employees shall be placed on "Union Leave" and shall be relieved of all work
7 duties during the course of such leave; and the Union shall reimburse the
8 State for the gross total cost of such employee's state wages, benefits,
9 insurance, retirement and other costs. The employee's status for pay and
10 benefits shall be the same as if administrative leave had been granted.
11
- 12 C. If, during the course of any contract year, the amount of administrative leave
13 used by the employee referenced in Subsection A above exceeds 500 hours
14 during the contract year, such employee may immediately be placed on
15 "Union leave" by the Employer subject to the conditions of Subsection B
16 above.
17
- 18 D. An employee may not avoid the operation of this Article by substituting annual
19 leave or any other time, paid or unpaid, for administrative leave.
20
- 21 E. The "Union Leave" shall extend to the end of the contract year, at which time
22 it shall be renewed unless the Union notifies the Employer that it does not
23 expect the employee to spend 500 hours or more in activity cited in this
24 Section in the following contract year.
25

**ARTICLE 9
Grievance Procedure**

26
27
28
29 **Section 1. General.**

- 30 A. A grievance is defined as a written complaint alleging that there has been a
31 violation, misinterpretation or misapplication of any condition of employment
32 contained in this Agreement, or of any rule, policy or regulation of the
33 Employer, deemed to be a violation of this Agreement or a claim of discipline
34 without just cause. Nothing shall prohibit the grievant from contending that
35 the alleged violation arises out of an existing mutually accepted past practice.
36 The concept of past practice shall not apply to matters which are solely
37 operational in nature.
38
- 39 B. Employees shall have the right to present grievances in person or through a
40 designated Union Representative at the appropriate step of the grievance
41 procedure. No discussion shall occur on the grievance until the designated
42 Union Representative has been afforded a reasonable opportunity to be
43 present at any grievance meetings with the employee(s).
44
- 45 Upon request, a supervisor will assist a grievant in contacting the designated
46 Steward or Representative. Any settlement reached with a grievant without

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- 1 the accompaniment of a Union Representative shall be communicated to the
2 Union and shall only be implemented following the approval of the settlement
3 by the Union.
4
- 5 C. The Union shall determine the representative(s) at step one, or step two of
6 the grievance procedure not to exceed two representatives in attendance at
7 any grievance conference.
8
- 9 D. Only related subject matters shall be covered in any one grievance. A
10 grievance shall contain the clearest possible statement of the grievance by
11 indicating the issue involved, the relief sought, the date the incident or alleged
12 violation took place, and the specific section or sections of this Agreement
13 involved if any. The grievance shall be presented to the immediate
14 supervisor on a mutually agreed upon form, signed and dated by the
15 grievant(s).
16
- 17 E. All grievances shall be presented promptly and no later than fifteen (15) week
18 days from the date the grievant knew or could reasonably have known of the
19 facts or the occurrence of the event giving rise to the alleged grievance.
20 Week days, for the purpose of the Article, are defined as Monday through
21 Friday inclusive, excluding holidays.
22
- 23 F. The Union, through an authorized Officer or Staff Representative, may grieve
24 an alleged violation concerning the application or interpretation of this
25 Agreement in the manner provided herein. Such grievance shall identify, to
26 the extent possible, employees affected. The Union may itself grieve alleged
27 violations of Articles conferring rights solely upon the Union.
28
- 29 G. Grievances which by nature cannot be settled at Step One of the grievance
30 procedure may, upon mutual agreement, be filed at Step Two.
31
- 32 H. Group grievances are defined as, and limited to, those grievances which
33 cover more than one employee and which pertain to like circumstances for
34 the grievants involved. Group grievances shall name all employees and/or
35 classifications and all work locations covered and may, at the option of the
36 Union, be submitted directly to Step Two. Group grievances shall be so
37 designated at Step One of the grievance procedure, although names may be
38 added or deleted prior to the conclusion of the Step Two hearing. The Union
39 shall, at the time of filing such a grievance, also provide a copy to the Office
40 of the State Employer.
41
- 42 I. It is expressly understood and agreed that the specific provisions of this
43 Agreement take precedence over policy, rules, regulations, conditions and
44 practices contrary thereto, except as otherwise provided in the Civil Service
45 Rules and Regulations.
46

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- 1 J. There shall be no appeal beyond Step Two on initial probationary service
2 ratings or involuntary separation of initial probationary employees which occur
3 during or upon completion of the probationary period, except that grievances
4 alleging unlawful discrimination against a probationary employee may be
5 appealed by the Union to arbitration.
6
- 7 K. Counseling memoranda, annual ratings, and reprimands are not appealable
8 beyond Step Two of the grievance procedure, but less than satisfactory
9 interim rating, follow up rating, or probationary rating grievances of employees
10 with civil service status, are appealable to arbitration.
11
- 12 L. The parties agree that as a principle of contract interpretation employees shall
13 give full performance of duty while a non-dismissal and non-suspension
14 grievance is being processed.
15
- 16 M. Grievances filed before the effective date of the Agreement shall be
17 concluded only under the provisions of the previous agreement as though that
18 agreement were still in effect.
19

20 **Section 2. Grievance Steps.**

- 21 A. Step One: Informal discussion of complaints between employees and/or
22 stewards and supervisors is encouraged prior to filing of grievances. Within
23 ten (10) week days of receipt of the written grievance from the employee(s) or
24 the designated Union Representative, the supervisor or designated
25 management official will, on his/her own initiative or in response to a request
26 from the Union or the employee, schedule a meeting with the employee(s)
27 and/or the designated the Union Representative to discuss the grievance.
28 Grievance meetings at Step One involving 2nd or 3rd shift employees shall be
29 held as conveniently as possible to the employee's shift and normally precede
30 or immediately follow the employee's shift.
31

32 The supervisor or designated management official will return a written
33 decision to the employee(s) and the Union Representative within ten (10)
34 weekdays after the Step One grievance meeting. If no Step One meeting is
35 held, the decision is due within ten (10) weekdays after receipt of the
36 grievance at Step One. The answer will be responsive to the grievance to the
37 extent possible and shall indicate the basis for the determination.
38

- 39 B. Step Two: If not satisfied with the Employer's answer in Step One, to be
40 considered further, the grievance shall be appealed to the departmental
41 Appointing Authority or his/her designee within ten (10) week days from
42 receipt of the answer in Step One. A Step Two conference shall be
43 mandatory, at the request of either party, on any grievance subject to
44 arbitration under this Agreement.
45

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1 The Step Two grievance conference is for the purpose of discussing the
2 grievance, discovering the facts, and attempting to reach a mutually
3 acceptable resolution of the grievance. Such conference shall be conducted
4 as an informal discussion and not a formal hearing. The written decision of
5 the Employer will be placed on the grievance form by the departmental
6 Appointing Authority or his/her designee and returned to the grievant(s) and
7 the designated Union Representative within ten (10) week days from the date
8 the Step Two conference is held. If a Step Two conference is not required,
9 the Employer's written response must be given within ten (10) week days
10 from the date of the receipt of the grievance at Step Two.

11
12 If the grievant or Union decides to modify or amend a grievance or raise new
13 issues, such action must be taken by the conclusion of the Step Two
14 conference.

15
16 C. Arbitration: If not satisfied with the Employer answer in Step Two, only the
17 Union may appeal the grievance to arbitration within twenty-five (25) week
18 days from the date of the Department's answer in Step Two. If an unresolved
19 grievance is not timely appealed to arbitration, it shall be considered
20 terminated on the basis of the Employer's Step Two answer without prejudice
21 or precedent in the resolution of future grievances. The parties may propose
22 consolidation of grievances containing similar issues.

23
24 In the event the department does not provide the required Step Two answer
25 to a grievance within the time limit above, the union may request the Office of
26 the State Employer to schedule and hold a meeting, within ten (10)
27 weekdays, where the department will provide an oral response to the
28 grievance sufficient to enable the Union to make an informed decision
29 regarding its merits.

30
31 At the request of the Union following a Step Two denial of a disciplinary
32 grievance, a Staff Representative of the Union and the Department where the
33 grievance originates discuss the matter. An effort shall be made in such
34 discussions to arrive at fair and equitable grievance settlements to avoid the
35 necessity of arbitration. Such settlements, if reached, shall be confirmed in
36 writing when agreed to by the departmental Employer and the Union.

37
38 If not satisfied with the Employer answer in Step Two, the Union may appeal
39 the grievance to arbitration by notifying the Office of the State Employer in
40 writing prior to or concurrent with submission of the demand for arbitration
41 according to the provisions of this section.

42
43 Before the arbitration hearing, representative(s) of the Union, the Office of the
44 State Employer, and/or the departmental Employer may request a meeting to
45 review the grievance. An effort shall be made in such discussions to arrive at
46 a fair and equitable grievance settlement to avoid the necessity of arbitration.

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1 Such settlement shall be confirmed in writing when agreed to by the Union
2 and the Office of the State Employer.

3
4 If the grievance is not resolved through such meeting, the Union may
5 continue to arbitration. This process shall not impede or delay the grievance
6 arbitration process. All issues not previously raised, including threshold
7 issues, shall be raised by either party in writing within fifteen (15) week days
8 following the Employer's receipt of the demand for arbitration.

9
10 The Union and the Office of the State Employer will each nominate five (5)
11 arbitrators to serve on a panel to hear grievances appealed to arbitration.
12 Any arbitrator nominated by both parties shall serve on the panel. The
13 Employer and the Union may each strike up to three (3) names remaining on
14 the other party's list. All names not stricken shall serve on the panel.

15
16 The names of the arbitrators designated to serve on the panel and who agree
17 to serve shall be listed in alphabetical order and shall serve on a rotating
18 basis. Upon notice to the State Employer that a grievance is appealed to
19 arbitration subject to the approval of the Union's grievance committee, the
20 grievance will be assigned to the next arbitrator on the list. Upon notice to the
21 State Employer that the grievance has been approved for arbitration, the
22 Employer will send, within ten (10) weekdays, a request for arbitration to the
23 arbitrator so assigned and provide copies of the request to the affected
24 department and the Union.

25
26 Each request for arbitration shall require the arbitrator schedule and hold the
27 hearing within sixty (60) days of receiving the request for arbitration. The
28 parties are expected to set aside all normal business in order to schedule and
29 hold the hearing within sixty (60) days. By mutual written agreement, the
30 parties may waive the sixty (60) day requirement. Upon notice from the
31 arbitrator that the sixty (60) day time limit cannot be met, the State Employer
32 shall send a second request for arbitration to the next arbitrator on the list.

33
34 C 1 Expedited Arbitration:

35
36 a. An expedited arbitration system shall be used for all appeals to arbitration
37 that involve the involuntary separation of an employee from state
38 employment.

39
40 b. All provisions of section C, above shall apply to expedited arbitration
41 unless modified herein. The arbitrator selected shall be requested to hear
42 the case within 45 calendar days of being assigned to the case. By mutual
43 written agreement, the parties may waive the forty-five (45) day time limit.
44 Upon receipt of notice from the Arbitrator that the forty-five (45) day time
45 limit cannot be met, the Office of the state Employer shall send a second
46 request for arbitration to the next Arbitrator on the list.

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- c. Briefs, if any shall be filed simultaneously by the parties within 14 calendar days of the last day of the arbitration hearing.
- d. The decision of the Arbitrator shall be rendered within 14 calendar days of the closing of the record. By mutual agreement, the Arbitrator may issue a bench decision.

During January of each year, the Union and the State Employer have the right to remove one arbitrator each, from the panel. The Union and the Office of the State Employer will mutually agree upon the replacement arbitrator(s).

The Arbitrator will conduct the hearing in accordance with the rules of the American Arbitration Association (AAA), except as otherwise provided for in this agreement. The expenses and fees of the Arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the arbitration. In the event the arbitrator rules that neither party totally prevails in the arbitration, the expenses and fees of the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties to the arbitration. The expenses of a court reporter shall be borne by the party requesting the reporter unless the parties agree to share such costs.

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

The decision of the Arbitrator will be final and binding on all parties to this Agreement, except as may be otherwise provided in the Civil Service Rules and Regulations. Arbitration decisions shall not be appealed to the Civil Service Commission, except any party may file with the State Personnel Director a complaint that the Arbitrator's decision violates, rescinds, limits, or modifies a Civil Service Rule or Regulation governing a prohibited subject of bargaining. When the Arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) week days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within twenty (20) week days from the closing of the record of the hearing.

D. Hearing and Record: The arbitrator shall fix the time and place for each hearing. Either party may be represented by representatives of their own choice. A party wishing a stenographic record shall make arrangements

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1 directly with a stenographer and shall notify the other party and the Arbitrator
2 of such arrangements in advance of the hearing. The requesting party shall
3 pay the cost of the record unless the parties agree to share such costs. If the
4 transcript is agreed by the parties to be, or in appropriate cases determined
5 by the Arbitrator to be, the official record of the proceeding, it must be made
6 available to the Arbitrator and to the other party.
7

8 E. Attendance at Hearings: Persons having a direct interest in the arbitration are
9 entitled to attend hearings unless a party objects in which case the Arbitrator
10 shall decide on attendance. The Arbitrator shall have the power to sequester
11 any witness or witnesses during the testimony of other witnesses, except for
12 the grievant who shall be entitled to remain during the course of the hearing.
13

14 F. Adjournments: Adjournments may be granted by the Arbitrator upon the
15 request of a party for good cause shown or upon his or her own initiative and
16 shall adjourn if mutually agreed by the Union and the Employer. Cancellation
17 fees, if any, shall be paid by the requesting party unless the adjournment is by
18 mutual request.
19

20 G. Oaths: The Arbitrator may require witnesses to testify under oath
21 administered by the Arbitrator or other qualified person and, if requested by a
22 party, shall do so.
23

24 H. Evidence: The Arbitrator shall be the sole judge of the admissibility of the
25 evidence offered. The legal rules of evidence shall not apply.
26

27 **Section 3. Time Limits.**

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

33 Grievances not appealed within the designated time limits in Steps Two of the
34 grievance procedure will automatically result in the grievance being considered
35 closed. Grievances not answered by the Employer within the designated time
36 limits in any step of the grievance procedure shall be considered automatically
37 appealable and processed to the next step.
38

39 Where the Employer does not provide the required answer to a grievance within
40 the time limit provided at Steps One or Two, the time limits for filing at the next
41 step shall be extended for ten (10) additional week days. The time limits at any
42 step or for any hearing may be extended by written mutual agreement of the
43 parties involved at the 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

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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
5 response if it is postmarked within the answer period.
6

7 **Section 4. 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
10 it is determined that the award should be applied retroactively, except for
11 administrative errors relating to the payment of wages, the maximum period of
12 retroactivity allowed shall be a date not earlier than one hundred and eighty (180)
13 calendar days prior to 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
18 may 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 a particular dispute; however, all
22 claims for back wages shall be limited to the amount of straight time wages that
23 the employee would otherwise have earned less any unemployment
24 compensation, workers compensation, long term disability compensation, social
25 security, welfare or compensation from any employment or other source received
26 during the period for which back pay is provided; however, earnings from
27 approved supplemental employment shall not be so deducted.
28

29 **Section 5. Exclusive Procedure.**

30 Except as otherwise provided in the Civil Service Rules or Regulations, the
31 grievance procedure set out above shall be exclusive and shall replace any other
32 procedure for adjustment of grievances.
33

34 **Section 6. Processing Grievances.**

35 Whenever possible, the Grievant, or group grievance representative, and the
36 designated Union Representative shall utilize non-work time to consult and
37 prepare. When such preparation is not possible, the grievant or group grievance
38 representative(s) and the designated representative will be permitted a
39 reasonable amount of time, not to exceed one-half (½) hour without loss of pay,
40 for consultation and preparation immediately prior to any scheduled grievance
41 step meeting during their regularly scheduled hours of employment. Overtime is
42 not authorized.
43

44 One (1) designated Steward or Chief Steward and the grievant will be permitted
45 to process a grievance without loss of pay. In a group grievance a Steward or
46 Chief Steward and/or Union Staff Representative, and up to two (2) grievants

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1 shall be entitled to appear without loss of pay to represent the group. The
2 Steward or Chief Steward must have jurisdiction at one of the work sites
3 represented in the grievance.

4
5 The Employer is not responsible for compensating any employees for time spent
6 processing grievances outside their regularly scheduled hours of employment.
7 The Employer is not responsible for any travel or subsistence expenses incurred
8 by grievants or Stewards in processing grievances.

9
10 **Section 7. Documents and Witnesses.**

11 Upon written request, the Union shall receive specific documents or records
12 available from the Employer, in accordance with or not prohibited by law, and
13 pertinent to the grievance under consideration. Discretion permitted under the
14 Freedom of Information Act shall not be impaired by this Section.

15
16 Upon request, prior to Arbitration, all documents not previously provided or
17 exchanged which either party intends to use as evidence will be forwarded to the
18 other party. However, such response shall not limit either party in the
19 presentation of necessary evidence, nor shall either party be limited from
20 introducing any document or evidence it deems necessary to rebut the case of
21 the other. Documents requested under this Section shall be provided in a timely
22 manner.

23
24 At least ten (10) week days before a scheduled Arbitration Hearing, the Union
25 and the Employer shall exchange a written list of the witnesses they plan to call
26 including those witnesses the Union requests be relieved from duty. Nothing
27 shall preclude the calling of previously unidentified witnesses.

28
29 Employees required to testify will be made available without loss of pay;
30 however, whenever possible, they shall be placed on call to minimize time lost
31 from work. Employees who have completed their testimony shall return promptly
32 to work when their testimony is concluded unless they are required to assist the
33 principal Union Representative(s) in the conduct of the case. The intent of the
34 parties is to minimize time lost from work.

35
36 **ARTICLE 10**
37 **Disciplinary Action**

38
39 **Section 1. General**

40 The parties recognize the authority of the Employer to reprimand in writing,
41 suspend, discharge or take other appropriate disciplinary or corrective action
42 against an employee only for just cause. Discipline, when invoked, will normally
43 be progressive in nature; however, the Employer shall have the right to invoke a
44 penalty which is appropriate to the seriousness of an individual incident or
45 situation.

Section 2. 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 the Employer. The parties agree that disciplinary action must be supported by timely and accurate investigation. The employee will cooperate in the investigation, to the extent possible including responding to questions related to the investigation. Such investigations must be initiated within fifteen (15) weekdays from the date that the Employer knew or could reasonably have known of the employee's improper conduct or performance. Failure of the Employer to act within the above cited time limit shall bar the Employer from taking any action against the Employee relative to the specific conduct in question. Except in unusual circumstances, such investigation shall be completed within 15 week days of the initiation of the investigation.

An employee shall be entitled to a Union representative, if requested, at any meeting at which disciplinary action may or will take place, or at any investigatory interview of the employee by the Employer related to one or more specific charges of misconduct against the employee. The Employer must advise the employee if he/she is entitled to representation under the provisions of this section, and of the purpose of such meeting prior to the meeting. It shall not be the policy of the Employer to take disciplinary action in the course of an investigation unless an emergency suspension or removal from the premises as provided in this Article is warranted.

If the Union Representative is to be an attorney certified by the Union, the employee or Union shall give as much notice as possible to the Employer.

Investigatory conference proceedings may not be taped or electronically recorded in any other manner unless mutually agreed to by the employer and the Union representative at the conference, except in the Departments of State Police and Corrections.

Section 3. Disciplinary Action and Conference

Except as otherwise provided in sections 3B and 4 of this Article, a disciplinary conference shall be held within thirty (30) calendar days of completion of the investigation, and discipline, if any, shall be imposed within thirty (30) calendar days of the disciplinary conference.

A. Whenever an employee is to be formally charged with a violation which may lead to discipline, or charges are in the process of being prepared, a Disciplinary Conference shall be scheduled and the employee shall be notified in writing of the claimed violation and disciplinary penalty or possible penalty therefore, and of his/her right to representation at such conference. Nothing shall prevent the Employer from withholding a penalty determination until after the Disciplinary Conference provided herein has been completed.

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1 Whenever it is determined that disciplinary action is appropriate, a
2 Disciplinary Conference shall be held with the employee, at which the
3 employee shall be entitled to Union representation. The representative must
4 be notified and requested by the employee. However, the Employer must
5 notify the employee of his/her right to such representation. No Disciplinary
6 Conference shall proceed without the presence of a requested
7 Representative.

8
9 The Representative shall be a local Steward or a Union Staff Person so that
10 scheduling of the Disciplinary Conference shall not be delayed. The employee
11 shall be informed of the nature of the charges against him/her and the
12 reasons that disciplinary action is intended or contemplated. Except in
13 accordance with Sections 3B and 4 of this Article, an employee shall be
14 promptly scheduled for a Disciplinary Conference. Questions by the
15 employee or representative will be fully and accurately answered at such
16 meeting to the extent possible. Response of the employee, including his/her
17 own explanation of an incident if not previously obtained, or mitigating
18 circumstances, shall be received by the Employer. The employee shall have
19 the right to make a written response to the results of the Disciplinary
20 Conference which shall become a part of the employee's file.

21
22 Disciplinary conference proceedings may not be taped or electronically
23 recorded in any other manner unless mutually agreed to by the Employer and
24 the Union representative at the conference.

25
26 The employee shall be given and sign for a copy of the written notice of
27 charges and disciplinary action, if determined. Where final disciplinary action
28 has not been determined, the notice shall state that disciplinary action is
29 being contemplated. The employee's signature indicates only that the
30 employee has received a copy of the form and shall state that the employee
31 does not necessarily agree with the charges or the proposed disciplinary
32 action. If the employee refuses to sign, the supervisor will write, "Employee
33 refused to sign", and sign his/her own name with the date. A witness
34 signature should be obtained under this circumstance.

35
36 B. In the case of an employee dismissed for unauthorized absence for three (3)
37 consecutive days or more, or who is physically unavailable, a Disciplinary
38 Conference need not be held; however, notice of disciplinary action shall be
39 given.

40
41 C. Notice: Formal notification to the employee of disciplinary action shall be in
42 the form of a letter or form spelling out charges and advising the employee of
43 the right to appeal. The employee must sign for his/her copy of this letter, if
44 presented personally, or the letter shall be sent to the employee by certified
45 mail, return receipt requested. If the employee refuses to sign, the supervisor

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1 will write, "Employee refused to sign", and sign his/her own name with the
2 date. A witness signature should be obtained under this circumstance.

3
4 Dismissal shall be effective on the date of notice. An employee whose
5 dismissal is upheld shall not accrue any further leave or benefits subsequent
6 to the date of notice. If the employee has received and signed for a written
7 letter of reprimand, no notice is required under this Article.

8
9 D. Any employee who alleges that disciplinary action is not based upon just
10 cause may appeal such action in accordance with the Grievance Procedure.

11
12 E. Any performance evaluation, record of counseling, reprimand, or document to
13 which an employee is entitled under this Agreement shall not be part of the
14 employee's official record until the employee has been offered or given a
15 copy.

16
17 **Section 4. Emergency Disciplinary Action**

18 A. Removal from Premises or Temporary Suspension: Nothing in this Article
19 shall prohibit the Employer from the imposition of an emergency disciplinary
20 suspension and/or removal of an employee from the premises in cases
21 where, in the judgment of the Employer, such action is warranted. As soon
22 as practicable thereafter, investigation and the Disciplinary Conference
23 procedures described herein shall be undertaken and completed.

24
25 B. Suspension for Criminal Charge: An employee arrested, indicted by a grand
26 jury, or against whom a charge has been filed by a prosecuting official may be
27 immediately suspended in accordance with Section C, below, except if
28 charged with a felony, in which case, the provisions of this section regarding
29 felony charges shall apply. Such suspension may, at the discretion of the
30 Appointing Authority, remain in effect until the indictment or charge has been
31 fully disposed of by trial, quashing or dismissal.

32
33 Nothing herein shall prevent an employee from grieving the reasonableness
34 of a suspension under this subsection, where the employee contends that the
35 charge does not arise out of the job, or is not related to the job, except that
36 suspension for a felony charge shall not be appealable while such charge is
37 pending. The grievance may be filed directly to Step Two (2) and shall be
38 promptly arbitrated.

39
40 An employee who has been tried and convicted on the original or a reduced
41 charge and whose conviction is not reversed, may be disciplined or dismissed
42 from the classified service upon proper notice without the necessity of further
43 charges being brought, and such disciplinary action shall be appealable
44 through the grievance procedure. The record from any trial or hearing may
45 be introduced by the Employer or the Union in such grievance hearing,

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1 including arbitration. Under this circumstance a disciplinary conference will
2 be conducted only upon written request of the employee.

3
4 An employee whose indictment is quashed or dismissed, or who is acquitted
5 following trial, shall be reinstated in good standing and made whole if
6 previously suspended in connection therewith unless disciplinary charges, if
7 not previously brought, are filed within three (3) weekdays after receipt of
8 notice at the central personnel office of the results of the case, and
9 appropriate action in accordance with this Article is taken against such
10 employee.

11
12 Nothing provided herein shall prevent the Employer from disciplining an
13 employee for just cause at any time irrespective of criminal or civil actions
14 taken against an employee or irrespective of their outcome.

15
16 C. Suspension for Investigation: The employer may suspend an employee from
17 duty, with or without pay, for investigation. A suspension for investigation
18 without pay may only be assessed against an employee based upon a
19 reasonable belief that the employee has engaged in a criminal activity. A
20 suspension for investigation which does not involve criminal matters shall not
21 exceed seven (7) consecutive calendar days.

22
23 In the event no disciplinary action has been taken by the end of the seven (7)
24 calendar day period, the employer shall either return the employee to active
25 employment status or convert the suspension to paid time. An unpaid
26 suspension for investigation which is based upon a reasonable belief that
27 criminal activity is involved shall not exceed seven (7) calendar days, unless
28 the employee has been charged with a felony. The employee shall lose no
29 pay or benefits for the period of the temporary suspension which exceeds
30 seven (7) calendar days. If the employee is given a disciplinary suspension
31 without pay for fewer days than the suspension for investigation, the
32 employee shall be made whole for all days in excess of the disciplinary
33 suspension, including any overtime to which the employee would have been
34 entitled.

35
36 **Section 5. Resignation in Lieu of Disciplinary Action**

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

ARTICLE 11
Counseling and Performance Review

1
2
3
4 The intent of performance review and counseling is to inform and instruct
5 employees as to requirements of performance and/or conduct.
6

7 **Section 1. Performance Discussion or Review.**

8 The parties recognize that supervisors are required to periodically discuss and
9 review work performance with employees. Such discussions are not
10 investigations, but are opportunities to evaluate and discuss employee
11 performance and, as such, are the prerogative and responsibility of the
12 Employer. An employee shall not have the right to a Union Representative
13 during such performance discussion or review. Any discussions or
14 documentation related to performance review shall remain confidential within the
15 department unless disclosed by the employee. Only authorized Employer
16 representatives, the employee, and the Union representatives authorized by the
17 employee in writing, shall possess or have access to such records. Authorized
18 Employer representatives within the department shall be limited to the
19 employee's supervisors and Office of Human Resources personnel who are
20 assigned responsibility for the employee in question. This section shall not be
21 construed to expand or diminish a right of access to records as provided by the
22 Michigan Freedom of Information Act, being act 442 of Public Acts of 1976, as
23 amended, or as provided by the Bullard Plawecki Employee Right to Know Act,
24 being act 397 of Public Acts of 1978, as amended.
25

26 **Section 2. Informal Counseling.**

27 Informal counseling may be undertaken when, in the discretion of the Employer,
28 it is deemed necessary to improve performance, instruct the employee and/or
29 attempt to avoid the need for disciplinary measures. Informal counseling will not
30 be written up or recorded, except for the personal use of the participants.
31

32 **Section 3. Formal Counseling.**

33 A. When, in the judgment of the Employer, formal counseling is necessary, it
34 may be conducted by the appropriate supervisor. Formal counseling may
35 include a review of applicable standards and policies, action which may be
36 expected if performance or conduct does not improve, and a reasonable time
37 period established for correction and review.
38

39 Formal counseling will be prepared on a record of counseling form, a copy of
40 which will be given to and signed for by the employee and a copy kept in the
41 employee's personnel file. The employee's signature indicates only that the
42 employee has received a copy of the form and shall state that the employee
43 does not necessarily agree. Formal counseling is grievable in accordance
44 with Article 9 through Step Two (2).
45

- 1 B. An employee shall not have the right to a designated Union Representative
2 during counseling.
3
- 4 C. Formal counseling may not be introduced in a disciplinary proceeding except
5 to demonstrate, if necessary, that an employee knew or knows what is
6 expected of him/her.
7
- 8 D. The distinction between informal and formal counseling shall be maintained
9 and a counseling memo, if any, shall be considered formal.
10

11 **Section 4. Removal of Counseling Records.**

12 Neither performance review, informal nor formal counseling shall be considered
13 as disciplinary action nor as prerequisites to disciplinary action. The record of
14 counseling shall be removed from the employee's personnel file after twelve (12)
15 months of satisfactory performance during which the employee has not received
16 a less-than-satisfactory service rating, been the subject of disciplinary action
17 which has not been reversed, or received further formal counseling for the same
18 or similar reason(s). In the event the Employer fails to remove the above-cited
19 material at the conclusion of 12 months of satisfactory service as defined above
20 such removal shall take place immediately upon discovery of the error or
21 following the request of the employee.
22

23 Upon removal, these records will be sealed and will only be opened in the event
24 that such records are needed to provide a defense for the Employer's actions in
25 Civil Rights litigation. These sealed records will not be used for the purpose of
26 initiating discipline against an employee.
27

28 **Section 5. Relationship to Disciplinary Action.**

29 Nothing in this Article shall prohibit the Employer from taking disciplinary action
30 without the necessity of prior informal or formal counseling against an employee
31 who, in the judgment of the Employer, commits a sufficiently serious offense.
32

33 **ARTICLE 12**
34 **Seniority**
35

36 **Section 1. Benefit Seniority.**

37 A. Definition: For the purposes indicated below, benefit seniority shall consist of
38 the total number of continuous service hours of an employee in the state
39 classified service, including non-classified service currently creditable under
40 Civil Service Rules. No hours paid in excess of eighty (80) in a biweekly pay
41 period shall be credited. No hours shall be credited for service in non-career
42 appointments, on lost time, suspension without pay, leave of absence without
43 pay (except for military leave of absence for up to 10,400 hours), or layoff.
44

45 B. Application: Benefit Seniority as defined above shall only be used for:
46

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- 1 (1) Annual Leave Accrual.
2
3 (2) Longevity pay.
4
5 (3) Retirement Credit. Unless in conflict with statutory requirements, in
6 which case the statutory provisions shall apply.
7
- 8 C. Breaks in Benefit Seniority: Seniority and the employment relationship shall
9 be terminated when an employee:
10
11 (1) Quits or resigns; or
12
13 (2) Is discharged; or
14
15 (3) Is laid off and fails to report to work within ten (10) calendar days after
16 having been recalled; or
17
18 (4) Does not report for work within seventy-two (72) hours after the
19 termination of an authorized leave of absence; or
20
21 (5) Is laid off for a period in excess of three (3) years or the extension of the
22 recall rights in accordance with Article 13; or
23
24 (6) Retires or is retired.
25
- 26 D. Reinstatement (Bridge) of Benefit Seniority: If an employee's seniority is
27 broken and the employee is subsequently appointed to a position in the Unit,
28 previous seniority shall be credited for the purposes and in the manner
29 provided below:
30
31 (1) Annual Leave Accrual: After the employee completes a total of 10,400
32 hours of credited continuous state service following the most recent
33 career appointment; and
34
35 (2) Longevity Pay: After the employee completes a total of 10,400 hours of
36 credited continuous state service following the most recent career
37 appointment; and
38
39 (3) Retirement Credit: Only as provided by statute. However, military
40 service previously credited shall not be credited for purposes of benefit
41 seniority, if the employee previously qualified for and received these
42 benefits.
43

44 **Section 2. Bargaining Unit Seniority.**

- 45 A. Definition: For the purposes stated below, Bargaining Unit seniority shall be
46 defined as provided in Section 1 of this Article, Benefit Seniority, except that

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1 Bargaining Unit seniority shall not include any of the following service, if such
2 service has been credited to Continuous Service Hours:

3
4 (1) Military service time earned prior to appointment to the state classified
5 service;

6
7 (2) Service in any excepted or exempted position in State Government which
8 immediately preceded entry into the state classified service;

9
10 (3) More than 1040 hours of service in a position defined as "excluded" under
11 the Employee Relations Policy, if such service was earned after the
12 effective date of this Agreement.

13
14 B. Application: Bargaining Unit Seniority as defined in Subsection A above shall
15 be used for:

16
17 (1) Vacation Scheduling (Article 25); and

18
19 (2) Assignment and Transfer (Article 16); and

20
21 (3) Layoff, Reduction of Hours and Recall (Article 13); and

22
23 (4) Such other purposes expressly agreed to by the parties.

24
25 C. Assumptions: An employee granted service credit under Civil Service Rule 2-
26 16, Assumptions, shall not use such credit for purposes of reassignment,
27 transfer, layoff or recall.

28
29 **Section 3. Seniority Lists.**

30 A. Benefit Seniority Lists: Shall be prepared by the Employer structured by
31 Department, Agency, Mail Code or TKU, Class and Level, and continuous
32 service hours in descending order, of all Bargaining Unit employees on the
33 payroll on the preparation date. In April and October of each year, the
34 Employer shall provide to the designated Union representative this list
35 electronically, without cost to the Union.

36
37 Additional lists requested during the calendar year shall be provided at full
38 cost to the Union. Errors reported shall be investigated and, if verified,
39 corrected by the Appointing Authority.

40
41 B. Bargaining Unit Seniority Lists: Shall be prepared by the Employer, structured
42 by Department, Agency, TKU or Mail Code, Class and Level, and hours in
43 descending order of all Bargaining Unit employees on the payroll on the
44 preparation date. In April and October of each year, the Employer shall
45 provide to the designated Union representative this list electronically.

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1 An employee or the Union shall notify the Departmental Employer of any error
2 in the current seniority list within thirty (30) calendar days following the date
3 such list was provided to the Union. Any error timely reported shall be
4 promptly corrected. If no error is reported within thirty (30) calendar days, the
5 list will stand correct as prepared and will thereupon become effective.
6

7 For the purpose of Article 13 only, Layoff, Reduction of Hours, and Recall, an
8 employee who has "lost time" between the preparation date of the list and two
9 weeks prior to the date of notification of his/her layoff shall have such lost
10 time deducted from the seniority hours as indicated on the seniority list, and
11 such change shall be taken into account in determining the relative rights of
12 employees in making the layoff(s). No other lost time shall be deducted from
13 an employee's seniority until preparation of the subsequent seniority list.
14

15 **Section 4. Limitations.**

16 Initial probationary employees who are in satisfactory standing may use
17 Bargaining Unit Seniority as defined in Section 2.A of this Article for purposes of
18 layoff, reduction of hours and recall as provided in Section 2.B. Initial
19 probationary employees shall not be granted, and shall not exercise, any other
20 seniority rights as specified in this Agreement. Upon successful completion of
21 the initial probationary period, such employees shall receive seniority credit for
22 the hours accumulated during the probationary period and their name shall be
23 entered on the seniority lists.
24

25 Adjustments to economic benefits that may be required due to an error in the
26 seniority computation shall be made by the Employer as soon as practicable
27 following notice of the error pursuant to Section 3 above.
28

29 **Section 5. Construction/Coordination of New Seniority Lists.**

30 The Employer shall continue to use the seniority lists used prior to the effective
31 date of this Agreement until a new seniority list is established pursuant to this
32 Section.
33

34 Notwithstanding the provisions of Section 3 above, within 30 days after the
35 effective date of this Agreement the Employer shall provide to the Union new
36 seniority lists at no cost to the Union.
37

**ARTICLE 13
Layoff, Reduction of Hours, and Recall**

41 **Section 1. Layoff and Option of Reduction of Hours.**

42 A. UTEA recognizes the right of the Employer to layoff, including the right to
43 determine the extent, effective date and length of such layoffs, for lack of
44 funds, lack of work, or as mandated by law. The Employer shall have the
45 right to determine the positions to be abolished when a layoff or work force
46 reduction is deemed necessary.

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- 1
2 (1) An Executive Order, if issued and approved, reducing departmental
3 spending and/or wage and salary appropriations, shall permit the
4 Employer to lay off unit employees as necessary to comply with such
5 order.
6
7 (2) Department and agency reductions in spending in preparation for lapses
8 in spending authorizations necessary to balance the state's budget, in
9 accordance with instructions to departments approved by the Governor,
10 shall permit the Employer to lay off unit employees.
11
12 (3) It is understood and agreed that Sections 5 and 6 of this Article contain
13 alternatives to indefinite layoff.
14
15 (4) No arbitrator may attach any conditions to the use of indefinite layoffs or
16 options provided below which are not expressly provided in the language
17 of this Article.
18

19 **B. Application of Procedure:**

- 20 (1) Layoff, bumping, recall, reduction of hours, and temporary layoffs of
21 Bargaining Unit employees shall be exclusively governed by and in
22 accordance with this contract and this Article.
23
24 (2) The expiration of a limited term appointment shall not be considered a
25 layoff for purposes of this Article, except as otherwise provided in this
26 Agreement. An employee with status acquired in a limited term
27 appointment, and separated because of the expiration of that
28 appointment, may be reinstated within three (3) years in any vacancy in
29 any department in the same class and level as that from which the
30 employee was separated. Such reinstatement may precede
31 employment of any person from a promotional list and any person with
32 less seniority on a layoff list. However, in the case of a Continuing State
33 Classified Employee who accepted an appointment to a limited term
34 position, the employee may exercise employment preference at the end
35 of the limited-term appointment. Employment preference begins at the
36 last classification level at which the employee achieved status in an
37 indefinite appointment before accepting the limited-term appointment.
38 Employment preference may be exercised only within the principal
39 department or autonomous agency that appointed the employee to the
40 limited term appointment.
41

42 A person who is recalled on a limited term basis is not eligible to
43 exercise employment preference at the end of the limited-term
44 appointment but shall be returned to all recall lists for which the
45 employee is eligible.
46

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1 When the Employer determines that a limited term vacancy is to be
2 filled, the applicable recall list for that class/level shall be utilized prior to
3 any other method for filling such vacancy.
4

- 5 (3) Union Notice of Layoff, Bumps, Reduction of Hours or Temporary
6 Layoffs: When layoffs, bumps, reduction of hours or temporary layoffs
7 are being planned, the Employer will notify the Union, in writing, of the
8 impending action(s) prior to issuance of any notices to affected
9 employees. Such notice shall be provided no later than thirty (30)
10 calendar days prior to the action being planned. If the Union makes a
11 written request within five (5) calendar days of the notice provided
12 herein, the Employer will meet and discuss the reasons for the action,
13 the details of how it is to be implemented, possible alternatives to solve
14 the problem, and the potential impact upon unit employees caused by
15 the action. Such meeting shall be held within five (5) calendar days of
16 the written request by the Union for such meeting. No layoff, bump,
17 reduction of hours or temporary layoff may be implemented prior to the
18 required notification to the Union or prior to discussion between the
19 Union and the Employer if requested by the Union in accordance with
20 the time frames above.
21

22 Concurrent with notices being sent to affected employees, the Employer
23 shall furnish the Union with the name, class title, current layoff unit, and
24 seniority of each employee holding a position scheduled for such action
25 and scheduled initially to be laid off. It is recognized that employee
26 choices and ultimate bumping rights preclude the Employer from
27 providing information beyond that required herein. Whenever the Union
28 has a good faith doubt as to the accuracy of any information provided, it
29 may promptly request and receive a conference with the particular
30 department/agency to receive additional information or to correct
31 agreed-upon errors. As soon as feasible, or no later than twenty (20)
32 calendar days upon request from the Union, after the completion of such
33 actions, the Union shall be entitled to receive a list of such actions.
34 Layoff from state employment shall be the term applied to an employee
35 who is out of a job by virtue of being laid off or bumped and who has
36 elected to be laid off, or has exhausted or has no bumping rights.
37

38 **Section 2. Voluntary Layoffs.**

39 The parties agree to support any necessary change in rule or law to make it
40 possible for a more senior employee to voluntarily agree to accept layoff for a
41 minimum period of three (3) months without loss of eligibility for unemployment
42 compensation. The parties also agree that any additional agreement reached
43 between them during the term of this contract regarding Employer and employee
44 rights and responsibility in the event voluntary layoffs are used shall become
45 incorporated as an appendix to this Agreement.
46

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1 Before any layoff of a unit member is implemented, the Employer agrees to first
2 seek volunteers for layoff from among employees in the classification and at the
3 work location where the layoffs are planned to occur. The Employer further
4 agrees that it shall consider such layoffs as normal (involuntary) layoffs for
5 purposes of paying unemployment compensation benefits, and shall not contest
6 such employees' right to collect unemployment benefits.

7
8 **Section 3. Voluntary Reduction in Hours.**

9 Nothing in this Article shall prohibit the Employer from granting an individual
10 employee request to reduce his/her hours, consistent with operational needs.

11
12 **Section 4. General Layoff Procedure.**

13 A. Selection of Positions: When the Employer determines that a general
14 (indefinite) layoff is to take place, the Employer shall determine the position(s)
15 in which services are to be reduced and which are to be abolished. No
16 obligation exists to select positions for elimination on the basis of the
17 incumbents' seniority.

18
19 B. Individual Layoff Notice: An employee occupying a position identified in
20 accordance with Subsection A above shall have the right to either accept
21 layoff from state employment or, as permitted by his/her seniority, to bump to
22 another position for which he/she is qualified in accordance with this Section.
23 An employee occupying a position designated for layoff, and an employee
24 who may or will be bumped from his/her position as a result of such layoff,
25 shall be entitled to receive fifteen (15) calendar days forenotice by first class
26 mail from the Employer of such fact.

27
28 C. Definition:

29 (1) Seniority: For purposes of layoff, bumping and recall in Bargaining Unit
30 positions, seniority shall be as defined in Article 12, Section 2,
31 Bargaining Unit Seniority.

32
33 a. Ties in Seniority: In the event two (2) or more employees are tied in
34 seniority, seniority for purposes of breaking the tie shall be
35 determined by length of continuous service at the current level and
36 any higher level(s) and then at successively lower levels of service.
37 Ties in seniority which cannot be resolved on the basis of seniority in
38 accordance with this Section shall be resolved by reference to the
39 last four digits of the employee's identification number with the
40 highest being deemed as the most senior.

41
42 b. Union Officials: For purposes of this Article, the following named
43 Union officials shall be considered more senior than any other
44 employee in his/her current class and level and layoff unit, but only
45 during the employee's term of office, and subject to the limitations
46 stated below:

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1 Union President;
2 Statewide Grievance Chairperson;
3 One Chief Steward in each of fourteen (14) designated areas.

4
5 Not more than one (1) employee in any layoff unit shall be accorded
6 such greater seniority status at any one time. No employee shall be
7 accorded such greater seniority status until thirty (30) calendar days
8 after written designation has been provided to the employee's
9 Appointing Authority by the Union President or Secretary. In no case
10 shall a new or changed designation be effective if it occurs after a
11 layoff notice has been issued and it would alter such layoff or the
12 bumping pattern.

13
14 c. Excluded Managerial, Supervisory, Confidential and Eligible Non-
15 Exclusively Represented Employees: An excluded supervisory,
16 managerial or confidential or an eligible non-exclusively represented
17 employee who formerly achieved status in or satisfactorily completed
18 a probationary period in a class and level currently assigned to the
19 Bargaining Unit, or in a class which was allocated through bench
20 marking to a class and a level in the Bargaining Unit, shall have
21 contractual seniority for purposes of layoff, bumping and recall in this
22 Bargaining Unit.

23
24 An excluded employee who moved to such excluded employment
25 prior to January 13, 1983 shall retain all seniority earned up to
26 January 13, 1983, and thereafter up to 1040 continuous service
27 hours in such non-Unit employment. An excluded employee who
28 moves to such excluded employment on or after January 13, 1983
29 shall retain all continuous service for purposes of seniority earned up
30 to the effective date of such excluded employment, and thereafter up
31 to 1040 continuous service hours in such excluded employment.

32
33 d. Non-Status Employees: An employee who has not achieved status
34 in any class or level in the state classified service shall be considered
35 less senior, regardless of continuous service hours, than any other
36 employee in the non-stated employee's current class and level and
37 layoff unit, if such other employee has achieved status in at least one
38 classification in the state classified service.

39
40 e. Reinstated Employees: If a discharged employee is reinstated by an
41 Arbitrator pursuant to this contract, and would have been laid off
42 during the period of separation but for the discharge, the employee
43 shall be credited with only the seniority he/she would have accrued,
44 but for the discharge, up to the effective date of layoff, and the fifteen
45 (15) day notification period shall be waived in such circumstances.

46

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1 (2) Layoff Unit: A layoff unit shall be as provided in Appendix D of this
2 Agreement, and includes all Bargaining Unit positions within a
3 Department.
4

5 D. Bumping Procedure:

6 (1) Bumping Rights: An employee scheduled for layoff or due to be bumped
7 by a more senior employee shall have the right to either accept layoff or
8 to bump laterally into the least senior Bargaining Unit position, for which
9 he is qualified, in the employee's current class and level in the layoff unit.
10

11 Except as provided in Appendix D of this Agreement, if the employee
12 does not have sufficient seniority or lacks the qualifications to bump to
13 the least senior position in the employee's current class and level in the
14 layoff unit, the employee shall have the right to bump to the least senior
15 position at the next and successively lower levels within his/her class
16 series, provided the employee has greater seniority than the employee
17 occupying such least senior position and that the employee seeking to
18 bump possesses the necessary qualifications.
19

20 As an alternative to bumping to a lower level in his/her current class
21 series, at the point where the employee could retain a higher base rate
22 of pay an employee may bump into a position in the layoff unit in a
23 former class series at or below any level at which the employee had
24 achieved status or had satisfactorily completed a probationary period,
25 provided the position is in the Bargaining Unit, and the employee
26 seeking to bump is more senior and is qualified to perform the duties.
27 This alternative shall not be interpreted to permit bumping to a higher
28 base pay rate.
29

30 For purposes of this Article, an employee scheduled for layoff may bump
31 into a vacancy which the employer intends to fill or, in the absence of
32 such a vacancy, bump into the position occupied by the least senior
33 employee as defined by Subsection C(1) above. The term "qualified"
34 means able to perform the duties of the position within fifteen (15)
35 calendar days.
36

37 As a result of bumping downward an employee shall not earn more than
38 the maximum base rate of the lower level class bumped into or more
39 than the base rate previously earned in a higher level class from which
40 the employee bumped. When an employee bumps downward, the
41 employee shall be paid at that step in the lower pay range which credits
42 the service in the higher level range(s) to the step at which the employee
43 was paid when promoted from the lower level.
44

45 Within seven (7) calendar days of receipt of notification of layoff (or
46 being bumped), the employee shall notify the appointing authority of

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1 his/her decision to either accept layoff or exercise the bumping option
2 provided in this Article. Such notice shall be in writing.
3

4 (2) Exercise of Bumping Rights by Employment Type: It is understood that
5 employees will exercise bumping rights only as indicated below:
6

7 a. Full-time employees first displace the least senior full-time employee;
8 the least senior full-time employee is then given the option of
9 displacing the least senior part-time employee or of accepting layoff;
10 then of displacing the least senior permanent-intermittent employee
11 or of accepting layoff.
12

13 b. Part-time employees first displace the least senior part-time
14 employee; then the least senior part-time employee is given the
15 option of displacing the least senior permanent-intermittent employee
16 or of accepting layoff.
17

18 c. Permanent-intermittent (PI) employees first displace the least senior
19 PI employee; the least senior PI is given the option of displacing the
20 least senior part-time employee or of accepting layoff.
21

22 It is also understood that the attributes of full-time, part-time, or
23 intermittent employment accrue to the position and not the employee.
24 Therefore, by way of example, if an employee bumps from a full-time
25 position to a part-time position, that employee will work part time.
26

27 (3) Except as provided in Section 4C (1)c of this Article for excluded
28 employees, and non-exclusively represented employees, employees in
29 this Bargaining Unit shall not be entitled to bump into a position outside
30 of this Bargaining Unit, and employees outside of this Bargaining Unit
31 shall have no right to bump into a position in this Bargaining Unit, unless
32 the Union, the Employer, and the other bargaining agent for such
33 positions outside the Bargaining Unit, in their respective discretions,
34 enter into an agreement to permit such inter-Unit bumping, but then only
35 in accordance with the terms of such tri-lateral agreement. Nothing
36 herein shall be construed as an obligation for either the Employer or the
37 Union to enter into such agreement with any party who is not a party for
38 this Agreement. No employee covered by this Section shall be allowed
39 to fill a vacancy in the Bargaining Unit except in accordance with the
40 provisions of this Section or in accordance with Article 16, Assignment
41 and Transfer, of this Agreement.
42

43 E. Seniority Exceptions in Layoffs:

44
45 The Employer may lay off, bump, reassign and/or recall out-of-line seniority
46 because of:

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1 (1) Selective Certification requirements approved by the Civil Service
2 Commission;

3
4 (2) Maintaining and administering an affirmative action program in
5 accordance with applicable law and when approved in advance by the
6 State Personnel Director.

7
8 The exceptions listed in (1) above shall only be made where there is a valid
9 occupational requirement and no alternative exists for preferring the less
10 senior employee.

11
12 The Appointing Authority shall give the Union concurrent written notice when
13 it requests approval from the Civil Service Commission for selective
14 certification.

15
16 The Employer shall give notice of such intent to the Union and, in accordance
17 with Civil Service Commission Rules and Regulations, shall negotiate with the
18 Union about the impact of such determination and/or discuss alternatives
19 thereto. No department shall implement Subsection (2) above without the
20 involvement and agreement of the State Employer.

21
22 **Section 5. Reduction of Hours.**

23 Nothing in this Agreement shall preclude the Employer from offering employees
24 the option of a voluntary reduction of hours, which may be accepted at the
25 discretion of the employee.

26
27 **Section 6. Temporary Layoffs - Employer Option.**

28 A. Application of Temporary Layoffs: Temporary layoffs may be used for
29 situations involving:

30
31 (1) Unanticipated losses of funding which the department or agency does not
32 expect to obtain or make up within the temporary layoff period. Issuance
33 of a Governor's Executive Order approved by the Legislature shall be
34 evidence of unanticipated loss of funding. Losses of or reductions in
35 federal funds, restricted state funds, bond sales or any other source of
36 state revenues shall also qualify as unanticipated losses of funding under
37 this section; or

38
39 (2) Temporary lack of work, equipment, or materials due to circumstances or
40 events beyond the Employer's control; or

41
42 (3) Natural disaster, lack of utilities or civil disruption that, in the judgment of
43 the Employer, makes premises at a work site inaccessible or unusable; or

44
45 (4) Other circumstances or events which the parties agree during the term of
46 this Agreement warrant a temporary layoff.

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1 B. Implementation: Temporary layoff shall not exceed six (6) calendar days per
2 fiscal year. In such cases employees shall be laid off by inverse seniority
3 order within class and level and layoff unit or, in a circumstance where not all
4 work sites in a layoff unit are involved, by inverse seniority order within class
5 and level and work site. However, where the Employer determines to
6 temporarily lay off all Bargaining Unit employees in a class and level in a
7 layoff unit, it may do so in the following manner:

- 8
9 (1) The cumulative period per employee may not exceed six (6) calendar
10 days per fiscal year;
11
12 (2) All employees in a class and level shall be laid off in approximately equal
13 numbers for an equal number of days; and
14
15 (3) Such sequential layoff days shall be on successive work days.
16
17 (4) Employees shall continue to accrue benefits and seniority during such
18 temporary layoff.
19

20 C. Waiver: An employee who is temporarily laid off shall not be entitled to any
21 leave balance payoffs, to bump to any other position, nor to be placed on any
22 recall list or be recalled to any position other than the one from which the
23 employee was temporarily laid off.
24

25 In a circumstance where temporary layoff is being used for a reason other
26 than loss of funding, fifteen (15) calendar days fore notice to the employee
27 shall not be required, but the maximum fore notice possible under the
28 circumstances shall be required.
29

30 **Section 7. Recall Lists.**

31 A. Definitions: For purposes of this Article, the following definitions shall
32 apply:
33

- 34 (1) The Primary Class is the class and level from which an employee is
35 initially laid off or bumped.
36
37 (2) The Secondary Class is a class and level, other than the primary class in
38 which the employee has achieved status or has satisfactorily completed a
39 probationary period, and any lower level class in that series.
40
41 (3) The Layoff Unit Recall List is a list, by class and level, of each employee
42 who has been laid off or bumped from a position in the layoff unit.
43
44 (4) The Departmental Recall List is a list, by class and level, of each
45 employee who has been laid off or bumped from a position in the
46 department.

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1 (5) The Statewide Recall List is a list, by class and level, of each employee
2 who has been laid off or bumped from a position in the State Classified
3 Service.
4

5 B. Construction of Lists: Layoff Unit, Departmental and Statewide Recall lists
6 shall be maintained by the Employer by seniority for each class and level
7 within the Bargaining Unit. Each employee who is laid off from state
8 employment, or who bumps to a lower level within his/her current series, or to
9 the same or lower level in a formerly held class series, shall have his/her
10 name placed upon the Layoff Unit Recall List for the class and level from
11 which the employee has been laid off or bumped (Primary Class).
12

13 In addition, the laid off (or bumped) employee shall have his/her name placed
14 upon the Layoff Unit Recall List for a Secondary Class, in seniority order.
15

16 In addition, the laid off (or bumped) employee shall have his/her name placed
17 upon the Departmental Recall List, in order of seniority, for the Primary and
18 any Secondary Class for which he/she is eligible, for each layoff unit in the
19 department at which he/she will accept recall to employment.
20

21 In addition, the laid off (or bumped) employee shall have his/her name placed
22 upon the Statewide Recall list, in order of seniority, for the Primary Class and
23 any Secondary Class for which he/she is eligible, for each County to which
24 he/she will accept recall to employment.
25

26 The employee's name will be placed on applicable recall lists upon the return
27 of the required form(s) to the Appointing Authority.
28

29 An employee may delete his/her name from any Recall List upon which
30 he/she has requested to be placed, without penalty, at any time prior to being
31 recalled from such list, by giving written notice of such request to his/her
32 Appointing Authority. Similarly, without penalty, the employee may also
33 delete a layoff unit or county from the respective Departmental or Statewide
34 Recall List, to which he/she has requested his/her name be placed.
35

36 C. Recall from Layoff: The provisions of this subsection shall be applied subject
37 to the exceptions in Section 4E of this Article, and subject to the employee
38 being qualified.
39

40 Notice of recall shall be sent to the employee at his/her last known address by
41 registered or certified mail.
42

43 When the Appointing Authority intends to recall employees, the Employer
44 shall recall the most senior, qualified employee who is on the Layoff Unit
45 Recall List for the class and level in which the vacancy exists, (regardless of
46 whether the class and level is the employee's Primary or Secondary Class). If

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1 the most senior qualified employee does not accept the recall, the employer
2 shall then recall the next and successively less senior qualified employee on
3 the list.

4
5 If no qualified employee is on such Layoff Unit Recall List, the Employer shall
6 recall the most senior qualified employee from the Departmental Recall List,
7 for the class and level, who has designated the layoff unit in which the
8 vacancy exists as one to which he/she will accept recall.

9
10 If the most senior qualified employee does not accept the recall, the Employer
11 shall then recall the next and successively less senior qualified employee on
12 such list who has designated that layoff unit.

13
14 If no qualified employee is on such Departmental Recall List, the Employer
15 shall recall one of the three most senior qualified employees from the
16 Statewide Recall List, for the class and level, who have designated the
17 County in which the vacancy exists as one to which he/she would accept
18 recall.

19
20 Recall lists shall not be combined with referral lists, or with promotional or
21 open competitive registers.

22
23 The employee's right to recall shall exist for a period of up to six (6) years
24 from the date of layoff unless forfeited in accordance with Subsection D
25 below.

26
27 If there is an error in the administration of the Recall Lists which leads to
28 improper recall, such recall shall be corrected.

29
30 D. Removal of Names from Recall Lists: If an employee fails to respond within
31 seven (7) calendar days from the date of receipt of his/her recall notice, the
32 employee's name shall be removed from the Recall List used to make that
33 recall. In addition, the employee's name shall be removed from recall lists as
34 provided below:

35
36 (1) An employee who accepts or refuses recall to his/her Primary Class in the
37 layoff unit from which he/she was originally laid off shall be removed from
38 all recall lists.

39
40 (2) An employee who does not accept recall to his/ her Primary Class in a
41 different layoff unit or different county shall be removed from that recall
42 list.

43
44 (3) An employee who accepts recall to his/her Primary Class in a layoff unit
45 different from the one from which he/she was laid off shall be removed

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1 from all recall lists except for the Primary Class for the layoff Unit from
2 which he/she was laid off.

3
4 (4) An employee who refuses or accepts recall to a Secondary Class shall be
5 removed from the Secondary Class recall list for the layoff unit in which
6 the recall was offered.

7
8 (5) An employee who refuses or accepts recall to a Primary Class or
9 Secondary Class from a Statewide Recall List shall be removed from such
10 list.

11
12 Note: An employee's name shall not be removed from a Layoff Unit Recall
13 List if the employee refuses recall because he/she is medically disabled or on
14 active military duty, and produces satisfactory certification of such fact to the
15 Employer.

16
17 E. The Employer also agrees to provide the Union, upon quarterly request, with
18 copies of the layoff unit, departmental and statewide recall lists for Bargaining
19 Unit classes.

20
21 **Section 8. Temporary and Other Recall.**

22 Employees laid off from State employment may designate agreement to be
23 recalled on a temporary basis (not to exceed sixty (60) calendar days) to a
24 Primary or Secondary Class in his/her layoff unit. Temporary recall shall be on
25 the basis of the most senior qualified employees designating such agreement.
26 Refusal of such recall shall cause the employee to be removed from the
27 temporary recall list, but such removal shall not affect the employee's place on a
28 permanent recall list.

29
30 It shall be the policy and practice of the Employer to recall full time employees
31 laid off from State employment to less than full-time positions, if such employees
32 are willing to accept less-than full-time work, before hiring any less-than full-time
33 employees.

34
35 **Section 9. Layoff and Recall Information to the Union.**

36 The Employer agrees to provide the Union with copies of relevant portions of
37 seniority list(s) which are used to determine which employees are to be laid off.
38 Copies of all lists covered in this Section, as well as any additions, deletions, or
39 alterations, will be forwarded to UTEA within seven (7) days following notice to
40 employees of layoff or within seven (7) days following any additions, deletions or
41 alterations.

42
43 **Section 10. Coordination of Recall.**

44 Recall shall be on the basis of the contractual definition of seniority. Employees
45 laid off (or bumped) prior to the January 13, 1983 whose seniority recalculation

1 would have the effect of making them more senior than an employee still working
2 in the class and level shall not be entitled to displace the employee still working.

3
4 Nothing in this Section is intended to preclude normal recall of such employees.

5
6 **Section 11. Annual Leave Restoration.**

7 An employee who has been laid off from state employment, and whose annual
8 leave balance has been paid off, who is later recalled, may elect to "buy back"
9 annual leave in accordance with the provisions of Article 25, Section 2H, Annual
10 Leave Buy Back.

11
12 **ARTICLE 14**
13 **Health and Safety**

14
15 **Section 1. General.**

16 The Employer shall make every reasonable effort to provide a safe and healthful
17 place of employment free from recognizable hazards. All employees shall be
18 required to comply with safety/health rules and regulations established by the
19 Employer. If an employee has justifiable reason to believe that his/her safety and
20 health are endangered due to an alleged unsafe working condition, or alleged
21 unsafe equipment, the employee shall inform the supervisor.

22
23 **Section 2. Physical Examinations.**

24 Whenever the Employer requires an employee to submit to a medical
25 examination, x-rays or inoculations, or test, the Employer shall pay the entire cost
26 of such services not covered by health insurance programs. An employee
27 required to take a medical examination and who objects to the exam by a State
28 employed doctor may be examined by a doctor mutually approved. In the
29 absence of mutual agreement, the parties will select a physician from
30 recommendation by a county or local medical society, by alternate striking if
31 necessary.

32
33 **Section 3. Personal Injury.**

34 When an employee, while on the job, has been assaulted, or injured and when
35 such assault or injury requires the employee's absence from work as
36 documented by a doctor's statement, the employee shall be placed on
37 administrative leave from the time of assault or injury through the end of the shift
38 on which the assault or injury occurred. If an employee subsequently receives
39 worker's compensation payments covering the same period of time, the
40 employee shall turn over such worker's compensation payments to the
41 Appointing Authority.

42
43 The Employer shall pay all medical costs connected with such assault or injury to
44 the full extent required by worker's compensation statutes.

45

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1 No employee who has been placed on workers' compensation may have his or
2 her employment with the state terminated, except in accordance with the
3 provisions of the collective bargaining agreement or the workers' compensation
4 statute, unless the employee has been classified as totally disabled.

5
6 **Section 4. Employee Services.**

7 The Union and the Employer recognize that less than satisfactory performance
8 can be a consequence of behavioral difficulties attendant to physical, emotional
9 or mental illness, substance abuse or family and personal conflicts. Without
10 diminishing the Employer's right to discipline employees for just cause, the
11 Employer shall maintain existing Employee Services Program and/or advise
12 employees relative to counseling and other reasonable or appropriate services
13 available to employees. Appropriate consideration, prior to disciplinary
14 determinations, shall be given to an employee's involvement in such programs.
15 The Union agrees to encourage employees afflicted with any such condition to
16 participate in these services.

17
18 **Section 5. First Aid.**

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

22
23 The Employer agrees to comply with all laws applicable to its operations
24 concerning training in the latest first aid techniques, including Cardio Pulmonary
25 Resuscitation (CPR) training given in a MIOSHA accepted program.

26
27 The Employer shall maintain first aid supplies and equipment in accordance with
28 American Red Cross standards, as required by applicable law.

29
30 The telephone numbers of the local fire department, police department,
31 emergency medical service (EMS) or municipal ambulance service, and other
32 appropriate services shall be prominently posted.

33
34 **Section 6. Inspections.**

35 Whenever an inspector or investigator from any federal governmental
36 organization if authorized, or the state, makes a safety or health inspection at a
37 work place, the Union shall be notified as much in advance as possible by the
38 Employer. A local Union representative, preauthorized by the Union if on duty at
39 such work place, shall be released from work without loss of pay or benefits to
40 accompany such inspector or investigator in his/her inspection. The Employer
41 shall not diminish such Union official's rights to ask questions and/or make
42 appropriate statements pertaining to the subject inspection. The Employer
43 agrees to implement the results of any such investigation in accordance with the
44 provisions of Article 14, Section 11.

Section 7. Health and Safety Committees.

Where a Department Health and Safety committee has been established the Union shall be permitted one (1) representative. Additional representatives may be added upon mutual agreement.

The Union representative shall receive administrative leave for attendance at meetings of the Committee. The Committee shall meet at least quarterly and more frequently upon mutual agreement.

The purpose of the Committee is to engage in Health and Safety related activities such as review accident reports or potentially hazardous situations; receive and investigate allegations of possible safety violations; review existing safety policies, procedures and/or equipment; review or develop alternate methods, procedures or equipment and make recommendations; address public awareness campaigns; develop training programs and/or policies and cooperatively support full compliance with established safety procedures and proper use of safety equipment.

Section 8. Employee Safety.

In a situation which the Employer determines presents immediate danger to an employee(s), the Employer shall immediately correct the dangerous situation to the extent possible, or such employee(s) shall be either:

- A. Relocated to another work site, or
- B. Put on administrative leave (not to exceed seven (7) calendar days) until the work location has been made safe and healthful.
- C. An employee who has reasonable cause to believe he/she is in imminent danger of loss of life or serious bodily injury may leave the work site to notify a supervisor or higher authority after taking reasonable measures to protect the public, other employees and/or the property of the Employer.

Section 9. Emergency and Evacuation Plans.

The Appointing Authority shall provide the Union with copies of non-confidential portions of all current emergency and evacuation plans and shall also provide copies of such plans as they are changed and/or updated.

Section 10. Protective Footwear, Clothing and Devices.

The Employer reserves the right to require employees to wear protective clothing (including footwear) or protective devices, to protect employees from existing or potential safety or health hazards.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. In lieu of providing

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1 protective clothing or devices, the Employer may pay an allowance for such
2 clothing or devices in which event the employee shall be responsible for
3 providing such clothing or devices. Such allowance shall not exceed the price
4 established by the State Purchasing Division unless an exception or waiver can
5 be obtained from the State Purchasing Division. The Employer will request such
6 waiver whenever it is unable to provide the protective device it requires. Where
7 safety shoes are required, an employee, at his or her option, may elect to receive
8 shoes provided by the Employer or receive an allowance in accordance with
9 Article 24 plus any medically required options, once per calendar year. In any
10 event, such allowance shall not exceed the actual cost of the
11 employee-purchased protective item.

12
13 The cost of repairing and maintaining the protective clothing and devices in
14 proper working condition (including cleaning/laundry) required and furnished
15 to the employee by the Employer, shall be paid by the Employer.

16
17 If the Employer requires an employee to wear safety glasses, and the employee
18 needs corrective lenses, the Employer shall furnish such glasses after the
19 employee has presented the Employer with the required prescription. The
20 employee shall bear the cost of any eye examination.

21
22 If an employee has significant problems with all of the available frames, the
23 employee will bring such problem to the attention of the departmental employer.
24 In such case, the departmental employer will resolve the problem.

25
26 All protective clothing (except footwear) and devices furnished by the Employer
27 remain the property of the Employer and are only to be used in accordance with
28 Departmental or Agency work rules. Upon separation, all items, other than those
29 worn out through normal use, shall be returned (or paid for) by the employee
30 before the final paycheck is issued.

31
32 Whenever protective items are prescribed by the Michigan Department of Labor
33 and Economic Growth, as a result of Federal or State of Michigan statutes for
34 particular types of jobs, no employee will be expected to perform such duties until
35 the required safety and/or protection items are provided.

36
37 **Section 11. Compliance Limitations.**

38 The Employer's compliance with this Article is contingent upon the availability of
39 funds. If the Employer is unable to meet the requirements of any Section of this
40 Article due to lack of funds, the Employer shall make a positive effort to obtain
41 the necessary funds. In the event such funds are not available, the employee
42 shall not, as a condition of employment, be required to provide protective
43 clothing, devices, or footwear, at their own expense, nor shall they be required to
44 continue to work without the required protective clothing, devices or footwear.

45
46

Section 12. Uniforms and Special Clothing.

The Employer reserves the right to require employees to wear uniform(s) or special clothing. If an employee is required to wear a uniform(s) or special clothing, such uniform(s) or special clothing shall be furnished to the employee by the Employer. In lieu of providing such uniform(s) or special clothing, the Employer will pay an allowance for such uniform(s) or special clothing which will reimburse the employee for the total cost of the purchased item(s).

The quantity and replacement frequency for uniform(s) or special clothing may be discussed at Labor Management Meetings at the request of either party.

Section 13. Workplace Safety

Upon approval of the Office of the State Employer, and after notice to the bargaining unit employee and the Union, the Appointing Authority may require the employee to undergo a psychiatric or psychological evaluation when there is a reasonable basis, based on objective and verifiable evidence, to believe that the employee poses a threat to others in the work place or to citizens with whom the employee works.

The evaluation shall address the issues of whether the employee poses a threat to others in the work place and/or steps the Appointing Authority should take to minimize or eliminate such threats. The psychiatrist or psychologist administering the evaluation will be chosen by the Appointing Authority. The evaluation shall take place in a timely manner and within a reasonable distance from the employee's residence. All costs of the psychiatric or psychological evaluation shall be paid by the Appointing Authority.

Only the findings or recommendations regarding whether the employee poses a threat to others in the work place or to citizens with whom the employee works, and any steps the Appointing Authority should take to minimize or eliminate such threats, shall be provided to the Appointing Authority and the employee. In no event shall the findings and recommendations be placed in the employee's personnel file. The Appointing Authority shall not release or make public the findings unless the employee files a grievance protesting any disciplinary action that may be imposed as a result of an incident leading to the determination such psychiatric or psychological evaluation was warranted. In that event, the findings or recommendations may be introduced by the Appointing Authority in support of the disciplinary action.

**ARTICLE 15
Labor-Management Meetings**

Section 1. Purpose.

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

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1 Items to be included on the agenda for such meetings are to be submitted at
2 least seven (7) calendar days in advance of the scheduled meeting dates unless
3 mutually agreed otherwise. Appropriate subjects for the Agenda are:

- 4
- 5 (a) Administration of the Agreement;
 - 6
 - 7 (b) General information of interest to the parties;
 - 8
 - 9 (c) Expression of employee's views or suggestions on subjects of interest to
10 employees of the representation unit;
 - 11
 - 12 (d) Recommendations of the Health and Safety Committee on matters
13 relating to the representation unit employees in the department.
 - 14

15 Incorporated in the listing of items submitted for such agenda shall be an
16 indication of the specific issues or problems to be addressed.

17

18 Department or agency representatives shall notify the Union of administrative
19 changes to be implemented by management which will affect employees in the
20 representation unit. Failure of the Employer to provide such information shall not
21 prevent the Employer from making such changes. Such changes shall be proper
22 subjects for future Labor-Management meetings. Such meetings shall not be
23 considered negotiations, nor shall they be considered as a substitute for the
24 grievance procedure.

25

26 **Section 2. Representation.**

27 The Union shall designate its representatives to such departmental meetings in
28 accordance with this Section. In the Department of Transportation the Union
29 shall designate up to five (5) permanent representatives who shall be employees
30 in this unit. The Union may designate not more than five (5) additional
31 representatives to participate in such meetings, based upon the matters
32 scheduled in the Agenda. In all other departmental-level meetings, the Union
33 shall be entitled to designate up to three (3) permanent representatives who shall
34 be employees in the unit.

35

36 The Union may designate not more than two (2) additional representatives to
37 participate in such meetings, based upon the matters scheduled in the Agenda.
38 Union Staff may attend departmental or agency Labor-Management meetings as
39 the Union may elect.

40

41 It is the intent of the parties to minimize time lost from work.

42

43 **Section 3. Scheduling.**

44 Departmental level Labor-Management meetings shall be scheduled not more
45 frequently than on a bimonthly basis, or six (6) times per year.

1
2 Where no items are placed on the agenda at least seven (7) calendar days in
3 advance of the meeting, such meeting shall not be required.
4

5 **Section 4. Pay Status of Union Representatives.**

6 Up to the limit established in this Article, Union Representatives to
7 Labor-Management meetings shall be permitted reasonable time off without loss
8 of pay or benefits from scheduled work for necessary travel and attendance at
9 such meetings. For purposes of pay only, properly designated Union
10 representatives from the afternoon or midnight shifts shall be permitted an
11 equivalent amount of time off from scheduled work on their upcoming or previous
12 shift. Such meetings may be rotated among shifts, as the parties may mutually
13 agree. Overtime and travel expenses are not authorized. Under no
14 circumstances shall more than ten (10) representation unit employees attend
15 such meetings without loss of pay.
16

17 **Section 5. State Employer.**

18 As may be mutually agreed, the State Employer may meet with representatives
19 of the Union. Discussions at these meetings shall include, but not be limited to,
20 administration of this Agreement.
21

22 **ARTICLE 16**
23 **Assignment and Transfer**
24

25 **Section 1. Definitions.**

- 26 A. Vacancy: An unfilled permanent position which the Appointing Authority has
27 determined shall be filled. For purposes of this Article, a permanent vacancy
28 is created when the Employer determines to increase the work force and to fill
29 a new position(s) or when any of the following personnel transactions take
30 place in the Bargaining Unit and the Employer determines to replace the
31 previous incumbent: termination, retirement, promotion, demotion, transfer or
32 reassignment. A position from which an employee has been laid off is not a
33 vacancy.
34
- 35 B. Transfer: A change of assignment of an employee at the employee's request
36 or initiative.
37
- 38 C. Assignment: The particular position at or from a particular work location (or
39 work site), as determined by the Employer, (and as applicable) on a
40 scheduled shift, and on an assigned work schedule.
41
- 42 D. Seniority: Seniority shall be as defined in Article 12, Section 2, except that
43 probationary employees and employees in less-than-satisfactory status shall
44 not be eligible to exercise any seniority rights under this Article.
45

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1 E. Reassignment: A permanent change of an employee's assignment by the
2 Employer at the Employer's initiative.

3
4 F. Work Location: For purposes of this Article, work location shall be defined as
5 all the premises of a Department in a County, except that each of the
6 following shall be considered a separate work location:

7
8 (1) A building or related group of buildings with twenty five (25) or more
9 employees of a Department in the Bargaining Unit.

10
11 (2) A building or group of buildings which constitutes a facility (or agency) in
12 the Departments of Community Health, Corrections, Education, and the
13 Family Independence Agency.

14
15 (3) For the purposes of this Article, a work location shall be defined as a
16 Region in the Department of Transportation.

17
18 G. Work Site: Each of the following shall be considered a separate work site:

19
20 (1) A building within a work location.

21
22 (2) A field office or regional office/installation in the Department of
23 Transportation.

24
25 (3) A field, district, or regional office in the Department of Natural
26 Resources.

27
28 (4) A building or group of buildings which constitutes a facility (or agency) in
29 the Departments of Community Health, Corrections, Education, and the
30 Family Independence Agency.

31
32 H. Demotion: An authorized movement of an employee with status from a
33 position in one classification level to a lower classification level.

34
35 **Section 2. Right of Assignment.**

36 Except as provided in this Article, the Employer shall have the right and
37 responsibility to assign employees within an agency or work location. The
38 Employer shall have the right to temporarily fill a vacancy until it is filled
39 permanently. In filling a vacancy the Employer shall continue to have the right to
40 assign a qualified employee subject only to the provisions of this Article.

41
42 **Section 3. Transfer.**

43 The Appointing Authority shall establish transfer lists at the beginning of the
44 calendar year for permanent vacancies. An employee shall request transfer by
45 notifying the Appointing Authority in writing, with a copy to the Union, of the work
46 locations/work sites to which the employee desires a transfer within his/her

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1 current class and level. Requests received by the 20th of a month shall become
2 effective on the 1st of the following month. The transfer lists shall expire at the
3 end of the calendar year.

4 Employees willing to take a voluntary demotion within a class series in lieu of a
5 transfer must state this in the transfer request form to be eligible.
6

7 An employee shall be able to make himself/herself available for transfer from
8 his/her work site to up to five (5) work sites/locations. If an employee declines a
9 transfer to a work site/location which he/she had requested, the Appointing
10 Authority may remove the employee from the transfer list for such work
11 site/location by giving the employee written notice. An employee may at any time
12 remove his/her name from the transfer list for a work site/location previously
13 designated by written notice to the Appointing Authority.
14

15 Transfers within a Department or Agency shall take preference over transfers
16 between Departments or Agencies.
17

18 When the Employer plans the opening of a new work site, the Employer shall
19 refer to the transfer list for the work location in which the new work site is located.
20

21 **Section 4. Filling Vacancies.**

22 A. Procedure: Vacancies must be filled by transfers in accordance with Section
23 5, prior to the initiation of any reassignments, except for reassignments within
24 a work location, or conduct reassignment.
25

26 B. Transfer Expenses: Employees transferring or voluntarily demoting under the
27 provisions of this Article shall not be eligible for reimbursement of moving or
28 travel expenses unless the appointing authority determines the transfer is to
29 the benefit of the department.
30

31 C. Voluntary Demotion: employees may voluntarily demote to a lower level
32 within their current class series by placing their name on the transfer list, in
33 accordance with section 3, for any work site/location to which they are willing
34 to accept a voluntary demotion. A request for voluntary demotion will be
35 treated the same as a request for transfer in section 5.a.1 below and the most
36 senior person on the existing transfer roster shall be selected for the vacant
37 position.
38

39 **Section 5. Reassignment and Transfer Procedure.**

40 Reassignments and transfers shall be made in accordance with the procedure of
41 this Section, with the exception of reassignments in accordance with Section 4.
42

43 A. Filling Vacancies by Transfer:

- 44
45 (1) The Employer shall select from the existing transfer roster the most
46 senior person in the same class and level as the vacant position.

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1
2 (2) In the event the vacancy is not filled in accordance with paragraph 1
3 above, the Employer shall fill the vacant position by recall from layoff in
4 accordance with Article 13.

5
6 (3) In the event the vacancy is not filled in accordance with paragraphs 1 or
7 2 above, the Employer shall advertise the vacancy and notify employees
8 that acceptance of the vacant position shall be considered a transfer and
9 select one of the three most senior persons in the same class and level
10 as the vacant position.

11
12 (4) In the event there are less than three qualified persons, or In the event
13 the vacancy is not filled in accordance with paragraphs 1 or 2 above, the
14 Employer may elect to fill the vacancy in a manner of its choosing,
15 including but not limited to promotion, hiring, reassignment, etc.

16
17 (5) Exceptions. The Employer shall not be required to transfer any of the
18 following employees from a transfer list:

19
20 a. An employee who has received a disciplinary suspension within one
21 year preceding the date of the transfer request or during the period
22 between the application date and the date the employee is
23 considered for transfer;

24
25 b. An employee who has transferred from the transfer list within the last
26 six (6) months; or,

27
28 c. An employee who has placed his/her name on the transfer list for the
29 work location from which he/she received a conduct reassignment
30 within the previous two years.

31
32 **B. Filling Vacancies By Reassignment From Another Work Location:**

33 In the event the Employer chooses to fill a vacancy by reassignment from
34 another work location, the following procedure shall apply:

35
36 (1) The Employer shall identify the work location from which the
37 reassignment will be made.

38
39 (2) The Employer shall seek volunteers from the same class and level as
40 the vacant position.

41
42 (3) In the event the vacancy is not filled in accordance with paragraph 2
43 above, the Employer shall reassign the least senior employee, at the
44 same class and level as the vacancy, in the following order:

45
46 a. Part-time employee;

- 1 b. Seasonal employee;
- 2
- 3 c. Full-time employee.
- 4

5 **C. Conduct Reassignment**

6 No employee may be reassigned for reasons of conduct or for disciplinary
7 purposes, except where the employee's continued presence at the work
8 location has the effect of hampering the operational effectiveness of the
9 Employer.

- 10
- 11 **D. Notice To Employees:** Except in emergency situations, employees must be
12 given a minimum of ten (10) working days notice prior to the date he/she is
13 required to report to his/her new work location.

14

15 **ARTICLE 17**

16 **Hours of Work and Overtime**

17

18 **Section 1. Biweekly Work Period.**

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

22

23 **Section 2. Work Days.**

24 The work day shall consist of twenty four (24) consecutive hours commencing at
25 12:01 a.m. Whenever practicable and consistent with program needs,
26 employees shall work on five (5) consecutive work days separated by two (2)
27 consecutive days off.

28

29 **Section 3. Work Shift.**

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

- 33
- 34 Day Shift - Starts between 5:00 am and 1:59 pm
 - 35 Afternoon Shift - Starts between 2:00 pm and 9:59 pm
 - 36 Evening Shift - Starts between 10:00 pm and 4:59 am
- 37

38 Employees may be assigned to work rotating or relief shifts. No employee may
39 be required to work a split shift.

40

41 **Section 4. Work Schedules.**

42 Work schedules are defined as an employee's assigned shift, work days and
43 days off. Schedules not maintained on a regular basis or on a fixed rotation
44 basis shall be established as far in advance as possible, but at least fourteen
45 (14) calendar days prior to the beginning of the pay period to be worked.

46

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1 Changes in scheduled work shifts and other scheduling changes may be made
2 no less than ninety-six (96) hours prior to the implementation of the change.

3
4 The work schedule of the employee shall not be altered within the biweekly work
5 period solely to avoid premium overtime. Any change in work schedule not in
6 compliance with this Section shall result in compensation of hours worked
7 outside the regularly scheduled shift at one and one-half (1½) times the
8 employee's regular rate of pay. Approved scheduling changes requested by
9 employees shall be exempt from the one and one-half (1½) time compensation
10 required by this Section. With the Employer's approval, employees may
11 voluntarily agree, without penalty to the Employer, to changes in the work
12 schedules.

13
14 Any changes in scheduling shall be confirmed in writing to the employee. For
15 employees who regularly work a standard eight (8) hour day, five (5) day week,
16 changes in work shifts shall be handled by the Employer first seeking qualified
17 volunteers. In the event that there are more volunteers than are needed, the
18 most senior qualified employee shall be selected. In the event that there is an
19 insufficient number of volunteers, the Employer shall assign qualified employees
20 on an inverse seniority basis.

21
22 **Section 5. Meal Periods.**

23 In accordance with current practice, work schedules shall provide for the work
24 shift to be broken at approximately midpoint by an unpaid meal period of not less
25 than thirty (30) minutes. This shall not preclude work schedules which provide
26 for an eight (8) hour work day, inclusive of a meal period. The Employer may
27 reasonably schedule meal periods to meet operational requirements. Such meal
28 periods may not be rescheduled arbitrarily.

29
30 Wherever the department's objective of teamwork will not be unreasonably
31 disrupted by a one-half hour lunch period, if requested by a technical unit
32 employee, a one-half hour lunch period shall be scheduled. In all other cases,
33 where operationally feasible, a technical unit employee's request to be scheduled
34 for a one-half hour lunch period will not be unreasonably denied. Denial of the
35 request, or termination of approval, shall not be grievable.

36
37 Those employees who regularly receive an unpaid meal period, and are required
38 to work, or be at their work assignments, and are not relieved for such meal
39 periods, shall have such time actually worked treated as hours worked for the
40 purpose of computing overtime, unless an alternate meal period is available. An
41 employee, with the approval of his/her supervisor, may work through a scheduled
42 meal period. Such time shall be considered as time worked for the purpose of
43 calculating overtime.

1 The length of an employee's meal period may only be changed with at least
2 twenty (20) days advance notice. The length of an employee's meal period may
3 not be changed more than once in a six (6) month period.

4
5 **Section 6. Rest Periods.**

6 Unless the granting of these rest periods would result in the employer having to
7 pay overtime or to add additional personnel to the work site, there shall be two
8 (2) rest periods of fifteen (15) minutes each during each regular eight (8) hour
9 work shift; one during the first half of the shift and one during the second half of
10 the shift. The Employer retains the right to schedule employee's rest periods and
11 to shorten such periods to fulfill operational needs on a particular day. Current
12 practices regarding breaks taken in the course of operational duties or on an
13 irregular basis may be maintained. Rest periods shall not be accumulated and,
14 when not taken, shall not be the basis for additional pay or time off. Current
15 practice regarding rest periods during overtime periods shall continue.

16
17 **Section 7. Call Back.**

18 Call back is defined as the act of contacting an employee and requesting that the
19 employee report for work and be ready and able to perform assigned duties at a
20 time other than his/her regular work schedule. Employees who are called back
21 and whose call back hours are not contiguous with their regular working hours
22 will be guaranteed a minimum of three (3) hours compensation. Eligible call back
23 time will be paid at the premium rate, provided that the called back employee has
24 been in pay status more than eight (8) hours in that day (except for employees
25 working on a modified work schedule) or forty (40) hours in a seven day period,
26 except for the hospital exemption contained in Article 17, Section 11 of this
27 Agreement.

28
29 **Section 8. Alternative Work Patterns.**

30 A. The Employer will inform the Union of all existing alternative work patterns
31 within thirty (30) days of the effective date of the Agreement. The Union will
32 have ten (10) days from receipt of such notification to accept or reject such
33 patterns. Patterns which are rejected may become the subject of secondary
34 negotiations at the request of either party. Such request must be made within
35 15 days of rejection. Failure of the Union to respond to the notification shall
36 mean that the Union accepts the existing pattern. Failure of the Employer to
37 notify the Union of an alternative work pattern shall mean that such pattern is
38 null and void.

39
40 B. Technical unit employees may request an alternate work schedule subject to
41 the following provisions:

- 42
43 1. All requests for an alternate work schedule are on an individual and
44 completely voluntary basis.
45

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- 1 2. Discretion to approve or disapprove an employee's request to work an
2 alternate work schedule is reserved to the supervisor and appointing
3 authority.
4
- 5 3. The appointing authority may terminate an employee's alternate work
6 schedule with a minimum of two (2) weeks notice to the employee.
7
- 8 4. Employees working under an alternate work schedule in accordance with
9 this subsection may return to their previous schedule with a minimum of
10 two (2) weeks notice to the immediate supervisor.
11
- 12 5. Termination of an alternate work schedule shall be at the end of a pay
13 period.
14
- 15 6. Termination by the appointing authority of an alternate work schedule shall
16 not be grievable.
17
- 18 7. Employees working an alternative work schedule under this agreement
19 shall be scheduled to work four (4) ten (10) hour days within a work week;
20 or four (4) nine (9) hour days plus one (1) four (4) hour day within a work
21 week as agreed to with their immediate supervisor.
22
- 23 8. Employees may be required to temporarily modify their alternate work
24 schedule in order to meet operational needs.
25
- 26 9. Employees who work more than their scheduled hours in a work day or
27 forty (40) hours in a work week shall receive overtime in accordance with
28 the provisions of this Article.
29
- 30 10. Employees utilizing leave credits in full day increments shall use such
31 leave in their scheduled nine (9) or ten (10) hour increments.
32
- 33 11. Under the following circumstances, employees will revert back to their
34 normal eight (8) hour five (5) day work week:
35
 - 36 a. Any week in which a holiday falls, unless the employee elects to use
37 sufficient leave credits to complete the scheduled day;
 - 38 b. Scheduled vacations;
 - 39 c. Any week in which an employee is on approved leave of absence; or,
 - 40 d. Any week in which the employee is scheduled for training, unless the
41 immediate supervisor determines that continuation of the alternate
42 work schedule will not conflict with the training schedule.
43
44
45
46

Section 9. Voluntary Work Schedule Adjustment Program.

Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the program by submitting a completed standard voluntary work schedule adjustment agreement form to his or her supervisor. Employees continue to have the right, by not submitting a standard agreement form, to not participate in any of the program's two plans.

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and appointing authority. In all other cases, once approved, the individual agreement may be terminated by the appointing authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the appointing authority). Termination shall be at the end of the pay period. Termination of the agreement by the appointing authority shall not be grievable.

Before incurring unpaid Plan A or Plan C hours, all banked leave time hours must be exhausted.

Plan A. Biweekly scheduled hours reduction.

A.1. Eligibility.

Only full-time employees who have satisfactorily completed at least 720 hours of service in the state classified service shall be eligible to participate in Plan A.

A.2. Definition.

With the approval of the supervisor and the appointing authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the agreement. The employee may enroll for a minimum of one (1) pay period. The standard hours per pay period for the employee to receive the benefits of paragraphs a.3 and a.4. Below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours.

In addition, up to a one-week (40 hour) leave may be utilized within a single pay period once during a fiscal year.

Time off on Plan A will be counted against an employee's twelve work week leave entitlement under the federal family and medical leave act, if such time off is for a qualifying purpose under the act and if all other requirements of the law and collective bargaining agreement are met.

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1 A.3. Insurances.

2 All state-sponsored group insurance programs, including long term
3 disability insurance, in which the employee is enrolled shall continue
4 without change in coverages, benefits or premiums.
5

6 A.4. Leave accruals and service credit

7 Annual leave and sick leave accruals shall continue as if the employee
8 had worked or was in approved paid leave status for eighty (80) hours per
9 pay period for the duration of the agreement. State service credit shall
10 remain at eighty (80) hours per pay period for purposes of longevity
11 compensation, pay step increases, employment preference, holiday pay,
12 and hours until rating. Employees shall incur no break in service due to
13 participating in Plan A.
14

15 Participation in Plan A does not alter the conditions for the use of annual
16 leave. It shall be the employee's responsibility to monitor the balance in
17 his/her annual leave counter. Approval of annual leave for employees at
18 the annual leave cap is not guaranteed.
19

20 Plan C. Leave of absence.

21 C.1. Eligibility.

22 Full-time and part-time employees who have satisfactorily completed their
23 initial probationary period in the state classified service shall be eligible to
24 participate in Plan C. Permanent-intermittent employees are not eligible to
25 participate.
26

27 C.2. Definition.

28 With the approval of the supervisor and the appointing authority, an
29 employee may elect to take one (1) unpaid leave of absence during the
30 fiscal year for a period of not less than one (1) pay period and not more
31 than three (3) months. The three (3) month period is not intended to be
32 cumulative. Time off on Plan C leave will be counted against an
33 employee's twelve work week leave entitlement under the federal family
34 and medical leave act, if such time off is for a qualifying purpose under the
35 act and if all other requirements of the law and collective bargaining
36 agreement are met.
37

38 C.3. Insurances.

39 All state-sponsored group insurance programs with the exception of long
40 term disability (ltd) insurance, in which the employee is enrolled shall be
41 continued without change in coverage, benefits, or premiums for the
42 duration of the leave of absence, by the employee pre-paying the
43 employee's share of the premiums for the entire period of the leave of
44 absence. Ltd coverage will not continue during the leave of absence, but
45 will be automatically reinstated immediately upon termination of the leave
46 of absence. If an employee is enrolled in the ltd insurance program at the

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1 time the leave of absence is initiated and becomes eligible for disability
2 benefits under ltd during the leave of absence, and is unable to report to
3 work on the agreed-upon termination date for the leave of absence, the
4 return-to-work date shall become the date established for the disability,
5 with the commencement of sick leave and ltd benefits when the sick leave
6 or waiting period is exhausted, whichever occurs later.

7
8 **C.4. Leave accruals.**

9 Accumulated annual leave, personal leave, and sick leave balances will
10 automatically be frozen for the duration of the leave of absence. The
11 employee will not accrue leave credits during the leave of absence.

12
13 **C.5. Service credit.**

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

16
17 **Section 10. No Guarantee Or Limitation.**

18 This Article is intended to be construed only as a basis for scheduling and
19 overtime, and shall not be construed as a guarantee or limitation of work per day
20 or per work period. However, if the Employer intends to unilaterally alter the forty
21 hour work week, the Employer agrees to meet with the Union prior to
22 implementing a schedule change. Overtime shall not be paid more than once for
23 the same hours worked.

24
25 **Section 11. Definitions.**

26 A. Overtime is authorized time that an eligible employee works in excess of eight
27 (8) hours (except for employees working on a modified work schedule) in a
28 day or forty (40) hours in a seven day period, except where provisions of the
29 Fair Labor Standards Act Hospital Exemption shall be applicable. In such
30 case the base for overtime will be eight (8) hours in a day or eighty (80) hours
31 in a biweekly pay period.

32
33 B. Regular Rate is defined as the employee's hourly rate of pay including shift
34 differential, hazard pay or other add-ons.

35
36 C. Premium Rate is defined as one and one-half (1½) times the eligible
37 employee's regular rate.

38
39 D. All employees covered by this Agreement are subject to the overtime
40 provisions contained in this Agreement.

41
42 **Section 12. Overtime Compensation.**

43 The Employer agrees to compensate employees at the premium rate in cash or
44 to allow the employees to earn compensatory time at time and one half (1½), in
45 accordance with Section 13 of this Article, for all time defined as overtime.

46

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1 Employees in the Department of Natural Resources on assignment to another
2 agency to assist in fire suppression are not eligible to earn compensatory time for
3 any overtime incurred while on assignment when the other agency will be paying
4 for the services of the employee. In such case, the employee will be
5 compensated at the premium rate in cash for all time defined as overtime.

6
7 For purposes of calculating overtime pay, sick leave and annual leave shall not
8 be treated as time worked. Annual leave buy back shall be treated as time
9 worked.

10
11 **Section 13. Compensatory Time.**

12 Compensatory time systems in existence on the effective date of this Agreement
13 shall continue. Compensatory time systems shall be a proper subject for
14 secondary negotiations.

15
16 Compensatory time shall be credited at the rate of one and one-half (1½) times
17 the number of hours worked. Employees who wish to use earned compensatory
18 time may do so only with prior approval of their supervisor but subject to the
19 same criteria as applicable to annual leave. Compensatory time must be utilized
20 before the employee uses annual leave credits except where an employee would
21 lose annual leave credits because of the maximum allowable annual leave
22 accumulation.

23
24 For purposes of calculating compensatory time, sick leave and annual leave shall
25 not be treated as time worked. Annual leave buy back shall be treated as time
26 worked.

27
28 Whenever an employee resigns, retires, is discharged or transfers to another
29 Appointing Authority, the employee shall be paid for all unliquidated
30 compensatory time at the rate of their current rate of compensation at the time of
31 separation. Unused compensatory time credits of an employee who is laid off, in
32 other than a temporary layoff, and is unable or unwilling to exercise a bumping
33 right, shall be paid in the same manner.

34
35 At the employee's option, payment for unused compensatory time credits may be
36 made as follows: The employee must notify the department in writing between
37 November 1st and November 15th of each year that he/she wishes to be paid in
38 cash for all, or part of, unused compensatory time credits. Payment for such time
39 shall then be made in the first full pay period in December. Alternatively, current
40 practices with respect to the payment for unused compensatory time credits shall
41 continue.

42
43 Employees eligible under the FLSA to accumulate up to 480 hours of
44 compensatory time in a twelve (12) month period may accumulate such time.
45 Eligible employees are those whose work regularly involves "public safety",
46 "emergency response" or "seasonal" activity, as described in the FLSA.

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1 For such employees, the following shall apply: If such employee has more than
2 250 hours of annual leave, the employee may utilize annual leave credits prior to
3 using compensatory time credits. When employees request the use of leave
4 credits, they shall indicate which credits they intend to use. This provision shall
5 be the only exception to the requirement that compensatory time credits must be
6 used prior to the use of annual leave credits as provided above.

7
8 **Section 14. Pyramiding.**

9 Premium payments shall not be duplicated (Pyramided) for the same hours
10 worked.

11
12 **Section 15. Overtime Distribution Procedure.**

13 A. General:

14 The Employer has the right to require an employee to work overtime.
15 Overtime work shall be scheduled solely in accordance with the provisions of
16 this Article.

17
18 Except in emergency situations, overtime work shall be offered to employees
19 on the basis of seniority and shall be equitably distributed among employees
20 within the classification on a shift in the overtime unit in a manner which will
21 give each employee an equal share of the overtime hours, to the extent
22 possible. Each employee in the overtime unit shall be selected in turn
23 according to his/her place on the seniority list by rotation; provided however,
24 that the employee whose turn it is to work must possess the qualifications and
25 ability required to perform the work, if any.

26
27 An employee may have his/her name removed from the voluntary overtime
28 seniority list. An employee who, upon being offered overtime work, requests
29 to be skipped shall not be rescheduled for overtime work until his/her name is
30 reached again in orderly sequence and an appropriate notation shall be made
31 of the declined offer by hours in the overtime roster.

32
33 In the event no employee in the overtime unit wishes to perform the required
34 overtime work, the Employer normally shall, by inverse order of this overtime
35 list, including those who have requested their names be removed for
36 voluntary overtime, assign the necessary employees who are qualified, able,
37 and required to perform the work in question.

38
39 The Union recognizes that work in progress shall be completed by the
40 employee performing the work at the end of the regular shift. Work in
41 progress means continuous work with no break in time between the end of
42 the regularly scheduled shift and the start of overtime.

43
44 Overtime equalization units shall be defined as a work site, unless such
45 definition is altered through secondary negotiations.
46

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1 **B. Department of Transportation:**

2 The following shall apply to Department of Transportation employees
3 regarding overtime equalization.
4

5 (1) Overtime equalization units are:

- 6
- 7 a. All Transportation Technicians 11 and 12 at a worksite
- 8
- 9 b. All permanent Transportation Technicians 8-E10 at a worksite
- 10
- 11 c. All temporary Transportation Technicians 8-E10 at a worksite
- 12
- 13 d. All Transportation Aides 6-E7 at a worksite
- 14
- 15 e. At the MDOT building in Lansing, all Transportation Technicians 11
16 and below in the same Unit.
- 17

18 (2) Employees who meet the following definition are qualified to perform
19 overtime work within their equalization units:
20

21 Completion, in an approved manner, of all training required to perform
22 the task or job, or performance of the requirements of the task or job, or
23 performance of the task or job itself within the preceding twelve (12)
24 month period.
25

26 (3) Overtime will be balanced among the individuals within each overtime
27 equalization unit so that each employee shall have at least ninety
28 percent (90%) or be within fifty (50) hours, whichever is less, of the
29 overtime hours paid to the employee having the most overtime hours
30 within each specific unit, excluding any overtime resulting from an
31 emergency. Overtime will be balanced between January 1 and
32 December 31 of each year.
33

34 Grievances filed over alleged failure to equalize overtime shall be
35 considered timely if filed within fifteen (15) days of the final posting of the
36 year end overtime roster.
37

38 (4) The order of offering overtime will be as follows:

- 39
- 40 a. Permanent full-time employees will be offered overtime before
41 employees in any other employment type.
- 42
- 43 b. Temporary employees will only work overtime after all full-time
44 employees are working or are not available for overtime. These
45 employees shall have such available overtime balanced among

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1 themselves on a pro-rated basis in accordance with their actual hours
2 worked, in the same manner as permanent, full-time employees.

- 3
4 c. "Student Assistants"/Co-op Transportation Aides 6 - E7 will only work
5 overtime when no permanent Transportation Technicians are
6 available, or are working and additional personnel is needed.

7
8 (5) Availability and Notification:

9
10 a. All employees will be considered as available for scheduled overtime
11 unless they voluntarily remove their names in writing from
12 consideration for scheduled overtime. Employees may remove
13 themselves from consideration, unless mandatory overtime is
14 required, for any period of time of at least a biweekly pay period.
15 Employees who wish to remove their names from the overtime roster
16 for any period of time must submit such request in writing. Such
17 request may be withdrawn at any time, with at least two (2) weeks
18 notice. Employees who make themselves unavailable for overtime
19 under this provision will be credited with the highest number of
20 overtime hours worked by an individual within their overtime unit
21 during the period of unavailability.

22
23 b. Employees will be required to leave a telephone number where they
24 can be contacted in case scheduled overtime is canceled. Failure of
25 the employee to leave such number, or to respond after reasonable
26 attempts by the Employer to make contact, will result in the Employer
27 being relieved of any responsibility to pay the employee in the event
28 the employee shows up for the canceled shift.

29
30 (6) Employees newly entering an overtime unit will be credited with the
31 same number of total overtime hours (worked plus unavailable), as the
32 employee with the highest number of hours in the new overtime unit.

33
34 (7) a. Employees on an approved leave of absence, sick leave, annual
35 leave, compensatory time or temporary assignment having a duration
36 of more than ten consecutive work days, upon return will be credited
37 with the highest number of overtime hours worked by an individual
38 within their overtime equalization unit during their period of
39 unavailability.

40
41 b. Employees on an approved leave of absence, sick leave, annual
42 leave, compensatory time, or temporary assignment having a
43 duration of ten days or less, upon return, will be credited with the
44 average number of overtime hours worked by individual(s) within
45 their overtime equalization unit, on the project(s) to which they were
46 assigned, during their period of unavailability.

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1
2 (8) If an employee requests leave for the last regularly scheduled day prior
3 to a weekend or holiday(s), the employee shall state at the time of the
4 request, whether or not they are available for scheduled overtime for the
5 weekend or holiday(s) following the date of the leave requested.
6 Employees who do not indicate their availability for such scheduled
7 overtime shall be charged with the highest number of hours worked by
8 an individual within their equalization unit for the weekend or holiday(s).

9
10 (9) Employees who return from Winter Assignment after April 1 will be given
11 the opportunity to work the amount of overtime hours necessary to bring
12 them equal to the highest number of overtime hours credited to any less
13 senior employee in the overtime unit, minus any overtime hours
14 previously worked by that employee in that overtime unit. All such
15 calculations shall be made within the same calendar year.

16
17 (10) Employees who return to work on or before June 15 from a Workers'
18 Compensation related absence of 90 calendar days or less, will have no
19 overtime hours credited to them as a result of being unavailable during
20 the Workers' Compensation absence. Employees who return to work
21 from a Workers' Compensation related absence of more than 90 days
22 regardless of the return date, or after June 15 regardless of the length of
23 the absence, shall be credited with the highest number of hours worked
24 by a bargaining unit employee within their overtime equalization unit
25 during their period of unavailability.

26
27 C. The following shall apply to employees classified as Fingerprint Technicians
28 in the Department of State Police regarding overtime equalization.

29
30 (1) Overtime equalization unit:

31
32 Bargaining unit employees classified as Fingerprint Technicians and
33 assigned to the Central Records Division comprise one overtime
34 equalization unit.

35
36 (2) Overtime equalization:

37
38 In accordance with the settlement agreement for grievance #MSP GT1-
39 92/UTEA #119-91-MSP-2, all overtime hours will be equalized to the
40 extent possible per Article 17, Section 14, of the Agreement existing
41 between the State of Michigan and the United Technical Employees
42 Union.

43
44 (3) Definitions:

45 a. Overtime worked -- all overtime hours worked by employees shall be
46 considered as overtime worked.

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- 1 b. Overtime refused -- when an employee is offered the opportunity to work
2 scheduled overtime and said employee refuses such opportunity, such
3 employee shall be credited with the overtime hours refused or when an
4 employee is offered the opportunity to perform functions which might
5 result in overtime and said employee refuses such opportunity, such
6 employee shall be credited with the overtime hours worked by another
7 employee during the period of refusal.
8
- 9 c. Unqualified overtime -- an employee who is not qualified to perform the
10 function required during scheduled overtime or to perform functions
11 which might result in overtime, shall not be offered the opportunity to
12 work such overtime, and shall be credited with the overtime hours
13 worked by another employee during such period of time. Employees
14 deemed by the department to be unqualified shall have the right to
15 grieve such determination.
16
- 17 (4) Overtime recording:
18
- 19 a. Each category of overtime listed in number three (3) above shall be
20 recorded separately.
21
- 22 b. All hours in each category shall be totaled at the end of each
23 biweekly pay period so that each employee will know the total
24 number of overtime hours with which they have been credited or
25 charged, fiscal year to date, at the end of each biweekly pay period.
26
- 27 (5) Overtime balancing:
28
- 29 a. All employees will have their overtime balanced in accordance with
30 number two (2) above during the period commencing October 1 of
31 each year and ending on September 30 of the following year.
32
- 33 b. All employees will begin October 1 of each year with zero overtime
34 hours.
35
- 36 c. Grievances relating to the improper equalization of overtime shall be
37 considered timely if filed within fifteen (15) days of the final posting of
38 the year-end overtime roster.
39
- 40 (6) Entrance into overtime unit:
41
- 42 New employees entering the overtime equalization unit after October 1
43 of any year will be credited with the same number of total overtime hours
44 (worked, plus refused, plus unqualified) as the employee with the highest
45 total number of hours in this overtime equalization unit.
46

1 (7) Availability:
2

3 No employee may be charged with refused and/or unqualified overtime
4 for any day for which the employee is approved for leave, whether such
5 approval is prospective or retroactive.
6

7 **Section 16. Inclusion of Travel Time in Work Day in the Department of**
8 **Transportation.**

9 Where an employee's Official Work Station (OWS) is designated as Project
10 Office, and said employee is directed by his/her supervisor to report directly from
11 his/her home to a Temporary Work Station (TWS), the employee's work time
12 shall be calculated as follows:
13

- 14 A. In the event the employee's drive time from his/her home to his/her TWS does
15 not exceed the drive time between the employee's home and his/her OWS by
16 at least fifteen (15) minutes, the employee shall continue to be paid for his/her
17 normal work day.
18
- 19 B. In the event the employee's drive time from his/her home to his/her TWS
20 exceeds the drive time between the employee's home and his/her OWS by at
21 least fifteen (15) minutes, the employee's work schedule may be adjusted, or
22 should the work day not be shortened, such time shall be added to the
23 employee's work day and the employee shall be paid for such time at the
24 appropriate overtime rate.
25
- 26 C. Numbers 1 and 2 above shall also apply to the employee's return trip from
27 his/her TWS to his/her home.
28
- 29 D. None of the above shall apply in the event an employee is instructed that
30 he/she can report to his/her TWS after the start of the shift and/or leave
31 his/her TWS prior to the end of the shift in an amount of time equal to the
32 excess time which the employee drives between his/her house and his/her
33 TWS.
34

35 **ARTICLE 18**
36 **Leaves of Absence Without Pay**
37

38 **Section 1. Eligibility.**

39 Employees shall have the right to request a leave of absence without pay in
40 accordance with the provisions of this Article after the successful completion of
41 their probationary period. The leaves of absence without pay listed in this Article
42 are illustrative of the specific types of such leaves of absence and are not all
43 inclusive.
44
45
46

1 **Section 2. Request Procedure.**

2 Any request for a leave of absence without pay shall be submitted in writing by
3 the employee to the employee's immediate supervisor at least, except under
4 emergency circumstances, thirty (30) calendar days in advance of the proposed
5 commencement date for the leave. The request shall state the reason for and
6 the length of the leave of absence being requested.

7
8 The immediate supervisor shall consult with the appointing authority and furnish
9 a written response within twenty (20) calendar days of the request.

10
11 **Section 3. Approval.**

12 Except as otherwise provided in this Agreement, employees may be granted a
13 leave of absence without pay at the discretion of the Appointing Authority for a
14 period up to six (6) months. The Employer shall consider its operational needs,
15 the employee's length of service, performance record and leave of absence
16 history in reviewing requests for a leave of absence. Appointing Authority
17 determinations under this Section shall not be arbitrary, discriminatory or
18 capricious. Only under bona fide mitigating circumstances may a leave of
19 absence be extended beyond six (6) months.

20
21 An employee may elect to carry a balance of annual leave not to exceed eighty
22 (80) hours during a leave of absence. An annual leave balance in excess of
23 eighty (80) hours up to a maximum of two hundred forty (240) hours may be
24 carried with the written approval of the appointing authority. Such leave balances
25 shall be made available to the employee upon return from a leave of absence but
26 may be utilized only with prior approval of the Appointing Authority.

27
28 Payment for annual leave due an employee who fails to return from a leave of
29 absence shall be at the employee's last rate of pay.

30
31 **Section 4. Educational Leave of Absence.**

32 The Employer may approve an individual employee's written request for a
33 full-time educational leave of absence without pay for an initial period of time up
34 to one (1) year if the employee fulfills the following criteria.

35
36 To qualify for such an educational leave, the employee must be admitted as a
37 full-time student as determined by the established requirements of the
38 educational institution relating to full-time status. Before the leave of absence
39 can become effective, a curriculum plan and proof of enrollment must be
40 submitted by the employee to his/her Appointing Authority. At the request of the
41 Employer, the employee shall provide evidence of continuous successful full-time
42 enrollment in such curriculum plan in order to remain on or renew such leave.
43 Such education shall be directly related to the employee's field of employment.
44 Such employee may return early from such a leave upon approval by the
45 Employer. The Employer shall approve or deny the request for leave of absence

1 without undue delay. Any denial shall include a written explanation of the denial,
2 if requested by the employee.

3
4 **Section 5. Medical Leave of Absence.**

5 Upon depletion of accrued sick leave credits, an employee upon request shall be
6 granted a leave of absence for a period of up to six (6) months upon providing
7 required medical information for personal illness, injury or temporary disability
8 necessitating his/her absence from work, if that employee is in satisfactory
9 employment status. This guarantee shall only apply when the employee has had
10 less than six months medical leave of absence during the preceding five years.
11 Any leave of less than two consecutive full pay periods will not count toward the
12 six month entitlement in any five consecutive years. In all other cases an
13 employee may be granted such leave of absence for the above reasons. Such
14 leave shall be granted for a period of up to six (6) months upon providing
15 required medical information. The employee's request shall include a written
16 statement from the employee's physician indicating the specific diagnosis and
17 prognosis necessitating the employee's absence from work and the expected
18 return to work date.

19
20 In addition to the operational needs of the Employer and the employee's work
21 record, the Employer in considering requests for extension will consider verifiable
22 medical information that the employee can return at the end of the extension
23 period with the ability to fully perform the job. When an employee, who has
24 exhausted a medical leave of absence extended to one (1) year duration is
25 required to be in employee status in order to collect an awarded employment
26 related benefit, the Employer agrees to retroactively extend such medical leave
27 of absence solely to afford the employee the opportunity to receive such benefit.

28
29 In all other circumstances, a request to extend a medical leave of absence for
30 more than one (1) year may be granted in the sole discretion of the Employer,
31 and only upon sufficient evidence being presented that the employee will, upon
32 expiration of the extension, be able to return to full performance of duties. A
33 denial of such request shall not be grievable, except under Article 23, Section 2,
34 Non-Discrimination. Employees who have completed an initial probationary
35 period and are in satisfactory employment status, and who after providing the
36 information as required by this article, are subsequently not granted a medical
37 leave of absence, shall upon providing medical certification of the employee's
38 ability to return to their regular job responsibilities, be entitled upon request to
39 have their name placed on the Departmental recall list in accordance with Article
40 13 provided that such medical certification is presented within two years of the
41 date of medical layoff. This option may only be exercised once in a career.
42 Employees recalled under this provision shall not have such time treated as a
43 break in service.

1 The Employer reserves the right to have the employee examined by a physician
2 selected and paid by the Employer for the employee's initial request, extension
3 and/or return to work.

4
5 **Section 6. Military Leave.**

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

9
10 **Section 7. Leave for Union Business.**

11 The Employer shall grant requests for leaves of absence to employees in this
12 Unit upon written request of the Union and upon written request of the employee,
13 subject to the following limitations:

14
15 A. The written request of the Union shall be made to the employee's Appointing
16 Authority and shall indicate the purpose of the requested leave of absence.

17
18 B. If the requested leave of absence is for the purpose of permitting the
19 employee to serve in an elective or appointive office with the Union, the
20 request shall state what the office is, the term of such office and its expiration
21 date. This leave shall cover the period from the initial date of election or
22 appointment through the expiration of the first full term of office, not to exceed
23 three (3) years.

24
25 C. If the requested leave of absence is for the purpose of permitting the
26 employee to serve as a staff representative for the Union, such leave shall be
27 for a minimum of six (6) months but shall not exceed three (3) years.

28
29 D. The Employer is not obligated to grant such leaves of absence for more than
30 one (1) employee from any one Department.

31
32 **Section 8. Waived Rights Leave of Absence.**

33 The Employer may grant a waived rights leave of absence to an employee in
34 those situations for which a regular leave of absence is not granted. Employees
35 do not have the right to return to state service at the end of a waived rights leave
36 of absence but will have the continuous nature of their service protected,
37 provided they return to work prior to the expiration of such leave. All requests for
38 a waived rights leave of absence must be made to the Employee's Appointing
39 Authority in writing specifying the reason for the request. An employee granted a
40 waived rights leave of absence may not carry any annual leave balance during
41 such leave.

42
43 The Employer shall provide and the employee shall sign the following statement
44 at the time a waived rights leave of absence is granted:
45

1 "I understand that an employee granted a waived rights leave of absence does
2 not have a right to return to State service at the end of such leave of absence,
3 but will have the continuous nature of their service protected, provided they
4 return to work prior to the expiration of such leave."
5

6 **Section 9. Parental Leave of Absence.**

7 Upon written request, an employee who is pregnant or whose wife is pregnant
8 shall be granted parental leave for up to six (6) months. Such leave shall apply
9 in cases of adoption as well as natural birth. Upon birth of their child, an
10 employee may certify the need to use up to two (2) weeks of sick leave prior to
11 the beginning of any parental leave. Otherwise, parental leave for the mother
12 shall commence immediately following the mother's medical leave or upon
13 adoption of a child, and parental leave for the father shall commence no sooner
14 than birth and no later than six (6) weeks following the birth or upon adoption of a
15 child.
16

17 **Section 10. Return from Leave of Absence.**

18 An employee returning from an approved leave of absence of sixty (60) calendar
19 days or less will be restored to his/her previous permanent assignment.
20

21 An employee returning from an approved leave of absence of more than sixty
22 (60) days may be temporarily assigned until a permanent assignment is made in
23 accordance with Article 16, Assignment and Transfer. In accordance with the
24 provisions of this Agreement, the Employer shall make a good faith effort to place
25 the employee back in the assignment and position they held prior to their leave of
26 absence. Employees who request an earlier return to work prior to the expiration
27 of an approved leave of absence may return only with the approval of the
28 Appointing Authority and will be temporarily assigned until a permanent
29 assignment is made in accordance with Article 16, Assignment and Transfer.
30

31 **Section 11. Layoff.**

32 Employees on a leave of absence who would be laid off if they were in active
33 employment status shall not be exempt from layoff by virtue of being on a leave
34 of absence.
35

36 **Section 12. Disaster Response.**

37 A leave of absence without pay to provide disaster or emergency relief
38 assistance in this state may be granted to a bargaining unit employee who is
39 skilled in emergency relief assistance and certified as a disaster service
40 volunteer by the American Red Cross.
41

42 A leave of absence with pay to provide disaster or emergency relief assistance
43 may be granted to a bargaining unit employee who is skilled in emergency relief
44 assistance and certified as a disaster services volunteer by the American Red
45 Cross if the President or Governor has declared the disaster, and the American
46 Red Cross has requested the services of the employee. The Governor must

1 approve the paid leave of absence as provided in MCL 30.411a if the services
2 are to be rendered outside this state; the Employer must approve the paid leave
3 of absence if the services are to be rendered inside this state.

4
5 Denial of a bargaining unit employee's request for a disaster response leave of
6 absence, with or without pay, shall not be grievable.

7
8 **ARTICLE 19**
9 **Personnel Files**

10
11 **Section 1. General.**

12 There shall be only one official personnel file maintained for an employee. For
13 purposes of record keeping, copies of information contained in the official
14 personnel file may be kept at the employee's work location.

15
16 Upon an employee's relocation to another work location, only the employee's
17 official personnel file may be transferred to the employee's new work location. In
18 accordance with Section 2 below, upon the employee's request, such file may be
19 reviewed by the employee prior to the transfer of the file. Material pertaining to
20 an employee's conduct, performance, and/or of a disciplinary nature shall be
21 identical in both the local and official files. Under no circumstances shall an
22 employee's medical file be contained in the employee's personnel file; however,
23 records of personnel actions based upon medical information may be kept in the
24 personnel file. Grievance forms and decisions shall not be contained in an
25 employee's personnel file. All material placed in a personnel file shall either be
26 signed by the employee indicating receipt of a copy of same or routinely supplied
27 to the employee, except material related to routine non-disciplinary personnel
28 transactions.

29
30 For purposes of this Article, notes kept by a supervisor shall not be considered a
31 personnel file. Such notes shall be kept in a confidential manner and shall be
32 considered the property of the maker of such notes, and shall be placed in the
33 employee's personnel file only if the employee is provided a copy and shall not
34 be used for purposes of discipline unless placed in the employee's official
35 personnel file.

36
37 If an employee disagrees with anything contained in his/her personnel file, the
38 employee may seek removal or correction of same. If no agreement is made to
39 remove or correct the information, the employee may submit a written statement
40 explaining his/her position, and it shall be entered into the file and/or the
41 Employee may file a grievance regarding the removal or correction of the
42 information.

43
44 **Section 2. Access.**

45 Access to and usage of individual personnel files shall normally be during
46 non-working hours, including lunch and break periods, and in accordance with

1 applicable law and shall be restricted to authorized management personnel, the
2 employee and/or the Union representative when authorized in writing by the
3 employee. An employee shall have the right, upon request, to review his/her
4 personnel file at reasonable intervals and may be accompanied by Union
5 representative(s) if he/she so desires. Upon request, the Employer shall make a
6 copy of documents in a personnel file and furnish such copies to the employee.
7 The employee shall bear the cost of such duplication.

8
9 Pre-employment information or information provided the State with the specific
10 request that it remain confidential, shall not be subject to inspection or copying.

11
12 **Section 3. Employee Notification.**

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

18
19 **Section 4. Non-Job Related Information.**

20 Detrimental information not related to the employment relationship shall not be
21 placed in an employee's personnel file.

22
23 **Section 5. Time Limits.**

24 Upon an employee's written request, records of disciplinary actions/interim
25 service ratings shall be removed from an employee's official personnel file and
26 any other personnel files kept at work locations of the Employer twenty four (24)
27 months following the date on which the action was taken or the rating issued,
28 provided that no new disciplinary action/interim service rating has occurred
29 during such twenty-four (24) month period. Written reprimands/counseling
30 memoranda shall similarly be removed twelve (12) months following the date of
31 issuance provided no new written reprimand/counseling memoranda has been
32 issued during such twelve (12) month period. These provisions shall not prohibit
33 the Employer from maintaining records of disciplinary action arising out of
34 violations of prohibited practices as defined in the Civil Service Rules and
35 Regulations. The provisions of this Section shall apply retroactively. Any record
36 eligible to be expunged under this Section shall not be used in any subsequent
37 hearing concerning the employee

38
39 Records removed under this Section will be sealed and will only be opened in the
40 event that such records are needed to provide a defense for the Employer's
41 actions in Civil Rights litigation. These sealed records will not be used for the
42 purpose of initiating discipline against an employee.

43
44 **Section 6. Confidentiality of Records.**

45 A. General: This Article shall not be construed to expand or diminish a right of
46 access to records as provided by the Freedom of Information Act, being Act

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1 442 of Public Acts of 1976, nor as provided by the Bullard Plawecki Employee
2 Right to Know Act, being Act 397 of Public Acts of 1978.

3
4 B. Medical Records: To insure strict confidentiality, medical records and reports
5 made or obtained by the Employer shall not be contained in or released in
6 conjunction with the employee's personnel file. Only authorized Employer
7 Representatives, the employee, and a Union Representative authorized by
8 the employee in writing, shall possess or have access to such records.

9
10 This provision shall not prevent the Employer from placing information in the
11 employee's medical file which reflects Employer-initiated correspondence with
12 a medical practitioner, or the employee, regarding diagnosis, prognosis, and
13 fitness for employment, or absences from work associated therewith, nor from
14 placing copies of records and reports containing conclusions by the Employer
15 or the practitioner concerning the employee's fitness for duty, based upon
16 proper medical reports and records, in such file. This file may be reviewed by
17 the employee and/or Union Representative in the same manner as the
18 personnel file.

19
20 Nothing in this section prohibits the Employer from furnishing or otherwise
21 releasing medical reports or records made or obtained by the Employer,
22 where the employee whose records are in question has him/herself, or his/her
23 agent, filed a grievance under the contract, a complaint/claim with a
24 governmental agency, or a legal action in court and the content of such
25 records is pertinent to the grievance, complaint or legal action. Under such
26 circumstances the employee will be deemed to have waived the right to
27 maintain the confidentiality of his/her own records. A similar waiver will be
28 deemed to have occurred in the circumstance where an employee appears as
29 a witness in behalf of another employee or his/her agent. The medical
30 records in the Employer's possession pertaining to such witness if pertinent to
31 the proceedings will be subject to disclosure. When medical records have
32 been lawfully subpoenaed the Employer will comply with such subpoena.

**ARTICLE 20
Probationary Employees**

Section 1. Definition.

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34
35
36
37 The term "probationary employee" as used in this Agreement relates to an
38 employee who has not satisfactorily completed the required initial probationary
39 period of work in the state classified service, as defined in the Civil Service
40 Commission Rules and Regulations.
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ARTICLE 21
Applicable Law

Section 1. Definition.

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. To the extent that any provision(s) of this Agreement, or application thereof, is found to be unlawful or in conflict with the provisions of any such law, by a court of competent jurisdiction, or by the Michigan Civil Service Commission, it shall be modified by negotiations between the parties only to the extent necessary to comply with such laws.

Nothing herein is intended to prevent the Union from seeking redress from any decision rendered in accordance with the above provision, in a court of competent jurisdiction.

ARTICLE 22
Maintenance of Benefits

Section 1. Compensation and Economic Benefits.

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

Section 2. Non-Economic Conditions.

The Employer agrees that, in accordance with the current Civil Service Commission Rules and Regulations, terms and conditions of employment which are deemed to be mandatory subjects of bargaining which are in effect on the effective date of this Agreement will continue in effect throughout the life of this Agreement under the conditions upon which they were previously granted, unless otherwise provided for or abridged by this Agreement or the Civil Service Commission, or unless altered by mutual agreement between the Employer and the Union through good faith negotiations and approved by the Civil Service Commission.

If, in the course of making determinations on matters not deemed to be mandatory subjects of bargaining, such determinations will produce substantial adverse impact upon such conditions of employment, the Employer will negotiate in good faith the modification and remedy of such resulting impact.

ARTICLE 23
Miscellaneous

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Section 1. Effect of Agreement on Civil Service Rules.

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

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

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

Section 2. Non-Discrimination.

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

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

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

3
4 Problems or questions regarding discrimination shall be subjects of
5 Labor-Management meetings.

6
7 **Section 3. Wage Assignments and Garnishments.**

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

12
13 **Section 4. Sexual Harassment.**

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

18
19 **Section 5. Polygraph Tests.**

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

23
24 However, if any employee consents to a polygraph examination, the results of
25 that examination may not be used or offered in any judicial or quasi-judicial
26 proceeding (other than grievance-arbitration proceedings under this Agreement)
27 unless required by court order.

28
29 **Section 6. Work Rules.**

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

35
36 A. The Union shall be provided a copy of the proposed issuance ten (10)
37 calendar days prior to its intended implementation date.

38
39 B. The Union shall be entitled to offer any comments or suggested modifications
40 it desires to the issuance prior to its implementation.

41
42 C. The provisions of A and B of this Section shall not be applicable during
43 periods of emergency; provided, however, that the Union shall be advised by
44 the Employer of the reason for the emergency.

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1 D. No Appointing Authority may promulgate and/or implement any work rules
2 which contradict the provisions of this Agreement. Work rules developed
3 after the effective date of this Agreement shall not be enforceable unless
4 promulgated in accordance with the provisions of this section.

5
6 Nothing in this Agreement shall operate to restrict any operating unit of the
7 Employer from establishing work rules, provided the provisions of this Section
8 have been observed.

9
10 Any grievance pertaining to a work rule shall be limited to a claim that the
11 application of a particular work rule violates a specific written provision of this
12 Agreement.

13
14 Work rules promulgated by the Department of Community Health will be applied
15 on a Department-wide basis.

16
17 **Section 7. Notice of Examination.**

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

21
22 If a Civil Service examination is only given during an employee's regular work
23 hours and the examination can not be taken on a rescheduled basis within four
24 weeks of its originally scheduled date, upon written request, the employee will be
25 granted time off to take the examination without loss of pay provided:

26
27 A. The employee provides the maximum possible advance notice to the
28 Employer;

29
30 B. Such absence does not substantially interfere with the Employer's operations
31 at the employee's work location.

32
33 Such requests shall not be unreasonably denied.

34
35 **Section 8. In-Service Training.**

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

41
42 Where the employer requires an employee to attend training, the employer will
43 either provide the training or pay for the training. Employees directed to attend
44 job training shall do so as a job duty and the employee shall be in pay status
45 while attending and traveling to/from such training. Expenses incurred by an
46 employee while attending such training shall be reimbursed in accordance with

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1 the applicable travel regulations. In furnishing information to employees,
2 handbooks, summaries and other suitable formats may be used.

3
4 **Section 9. Printing Agreement.**

5 The Employer shall be responsible for the cost and providing of its own copies of
6 this Agreement. The Employer and Union shall jointly proof this Agreement
7 against the tentative Agreement ratified by the parties and approved by the Civil
8 Service Commission and shall agree upon a cover color and format prior to final
9 printing and distribution. The Union shall be responsible for the cost and
10 providing of its own copies, and copies to be provided to employees in the
11 Bargaining Unit; the Employer shall be responsible for providing copies to
12 supervisors of such employees. Copies of this Agreement shall be available to
13 be consulted by an employee upon request in the office of every supervisor of
14 employees covered by this Agreement.

15
16 **Section 10. Secondary Negotiations and Agreements.**

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

20
21 No provisions of any secondary agreements shall supersede or conflict with any
22 provisions of the primary Agreement and no secondary agreement shall become
23 effective until and unless it has been reviewed and approved by the Union, the
24 Office of the State Employer, and the Civil Service Commission.

25
26 Upon the request of either party to commence secondary negotiations, said
27 negotiations shall begin. All secondary negotiations shall be concluded within
28 ninety (90) calendar days after the effective date of this Agreement.

29
30 **Section 11. Damage, Theft and/or Loss of Personal Effects.**

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

38
39 **Section 12. Space for Personal Effects.**

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

1 **Section 13. Tools and Equipment.**

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

6
7 All items provided above remain the property of the Employer. Upon separation,
8 all items, other than those worn out through normal use, must be returned (or
9 paid for) by the employee before the final paycheck will be issued.

10
11 **Section 14. Legal Services.**

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

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

26
27 **Section 15. Jury Duty.**

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

34
35 Employees must report to work if released by the court when they will have at
36 least two (2) hours of the employee's shift remaining when they arrive at the work
37 site. Employees may keep jury duty compensation by charging the period of
38 absence to either annual leave or lost time.

39
40 **Section 16. Union Presentations.**

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

1 **Section 17. Supplemental Employment.**

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

- 4
- 5 A. The supplemental employment must in no way conflict or interfere with State
6 employment, and
7
- 8 B. The supplemental employment must not present a conflict of interest as
9 defined by Civil Service Rules and implementing procedures, and
10
- 11 C. The employee must secure the written approval of the Departmental
12 Employer in accordance with Civil Service Rules.
13

14 Should the Employer believe that an employee's supplemental employment
15 interferes with State employment or is not in accordance with this Agreement, the
16 employee shall be given reasonable time to promptly terminate the supplemental
17 employment before the imposition of disciplinary action.
18

19 **Section 18. Child Care.**

20 The subject of day care and an information and referral service to assist
21 employees in locating quality child care may be discussed at a statewide
22 labor-management meeting (Article 15, Section 5).
23

24 **Section 19. Commercial Drivers License.**

25 As a result of recent Federal statutory requirements, the State of Michigan
26 enacted Act 346 of 1988. The parties agree that as a result of these statutory
27 requirements some employees within the Technical Bargaining Unit may be
28 required to obtain and retain a Commercial Drivers License (CDL) to continue to
29 perform certain duties for the State.
30

31 Whenever a CDL is referred to in this Section, it is understood to mean the CDL
32 and any required endorsements.
33

34 In order to implement this provision, the parties agree to the following:
35

- 36 A. The Employer will reimburse the cost of obtaining and renewing the required
37 CDL group license and endorsements for those employees in positions where
38 such license and endorsements are required.
39
- 40 B. The Employer will reimburse, on a one time basis, the fee for the skills test, if
41 required, provided the skills test is not being required because of the
42 employee's poor driving record. In that case, the employee is responsible for
43 the cost of the skills test. Where a skills test is required, the employee will be
44 permitted to utilize the appropriate state vehicle.

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- 1 C. Employees shall be eligible for one grant of administrative leave to take the
2 test to obtain or renew the CDL. Should the employee fail the test initially, the
3 employee shall complete the necessary requirements on non-work time.
4
- 5 D. Employees reassigned to a position requiring a CDL shall be eligible for
6 reimbursement and administrative leave in accordance with paragraphs 1, 2,
7 and 3 of this Section.
8
- 9 E. Employees desiring to transfer, promote, bump or be recalled to a position
10 requiring a CDL are not eligible for reimbursement for obtaining the initial CDL
11 but shall be eligible for reimbursement for renewals.
12
- 13 F. Employees who fail to obtain, or retain, a CDL may be subject to removal
14 from their positions. Employees who fail required tests may seek a 90 day
15 extension of their current license, during which the Employer will retain the
16 employee in his or her current or equivalent position. The Employer shall not
17 be responsible for any fees associated with such extensions.
18
- 19 At the end of the 90 day extension, if the employee fails to pass all required
20 tests, the employee may be reassigned at the Employer's discretion, in
21 accordance with applicable contractual provisions, to an available position not
22 requiring a CDL for which the employee is qualified, or, if no position is
23 available the employee will be laid off without bumping rights and will be
24 placed on the Departmental Recall List, subject to recall in accordance with
25 this Agreement.
26
- 27 Those employees not choosing to extend their license for the 90 day period
28 will be removed from their positions at the expiration of their current license
29 and may be reassigned at the Employer's discretion, in accordance with
30 applicable contractual provisions, to an available position not requiring a CDL
31 for which the employee qualifies, or if no position is available, he or she will
32 be laid off without bumping rights and will be placed on the Departmental
33 Recall list.
34
- 35 G. Employees required to obtain a medical certification of fitness shall have the
36 "Examination to Determine Physical Condition of Drivers" form filed in their
37 medical file. A copy of the medical "Examiners Certificate" shall be placed in
38 their personnel file. The Employer agrees to pay for the examination and to
39 grant administrative leave for the time necessary to complete the
40 examination. The fitness standards for a CDL are unchanged from current
41 Federal Department of Transportation Standards and Michigan Motor Carrier
42 Standards.
43
- 44 H. Employees who do not meet the required physical standards but who are
45 otherwise qualified for a CDL may apply for a waiver to the Motor Carrier
46 Appeal Board.

- 1 I. Those employees employed by the State as intra-state drivers prior to June
2 10, 1984 shall be grandparented into the process and thereby be exempt
3 from the medical certification requirement.
4

**ARTICLE 24
Compensation**

Section 1. General Wages.

A. Fiscal Year 2012-2013.

- 12 1. On October 1, 2012 the base hourly rate in effect at 11:59 p.m. on
13 September 30, 2012, for each step in the Bargaining Unit shall be
14 increased by 1% (one percent).
15
- 16 2 At the end of the first full pay period in October, 2012, each full-time
17 employee who is on the payroll as of October 2, 2012, and who has
18 accumulated no less than two thousand eighty (2080) hours of current
19 continuous service since October 1, 2011, shall be paid a one-time cash
20 payment of 1% of the annualized base hourly rate of pay in effect as of
21 October 2, 2012, which shall not be rolled into the base wage. For a full-
22 time employee who has accumulated less than two thousand eighty
23 (2080) hours of current continuous service since October 1, 2011, this
24 payment shall be pro-rated based on the ratio between the employee's
25 actual continuous service hours earned after October 1, 2011, and two
26 thousand eighty (2080) hours, times 1% of the annualized base hourly
27 rate of pay in effect as of October 2, 2012.
28

29 At the end of the first full pay period in October, 2012, or the first
30 subsequent pay period in Fiscal Year 2012-13 for which the employee
31 receives a pay check, each permanent-intermittent employee, part-time
32 employee or seasonal employee, who is on the payroll as of October 2,
33 2012, and who was either: 1) on the payroll on October 1, 2011, 2) on
34 furlough on October 1, 2011, 3) on seasonal layoff on October 1, 2011,
35 who has accumulated less than two thousand eighty (2080) hours of
36 current continuous service between October 1, 2011, and September 30,
37 2012, shall be paid a one-time cash payment which shall not be rolled into
38 the base wage. For each such employee, this payment shall be pro-rated
39 based on the ratio between the employee's actual continuous service
40 hours earned between October 1, 2011, and September 30, 2012, and
41 two thousand eighty (2080) hours, times 1% of the annualized base hourly
42 rate of pay in effect as of October 2, 2012.
43
44
45
46

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1 **B. Fiscal Year 2013-2014.**

- 2
- 3 1. At the end of the first full pay period in October, 2013, each full-time
- 4 employee who is on the payroll as of October 2, 2013, and who has
- 5 accumulated no less than two thousand eighty (2080) hours of current
- 6 continuous service since October 1, 2012, shall be paid a one-time cash
- 7 payment of 1% of the annualized base hourly rate of pay in effect as of
- 8 October 2, 2013, which shall not be rolled into the base wage. For a full-
- 9 time employee who has accumulated less than two thousand eighty
- 10 (2080) hours of current continuous service since October 1, 2012, this
- 11 payment shall be pro-rated based on the ratio between the employee's
- 12 actual continuous service hours earned after October 1, 2012, and two
- 13 thousand eighty (2080) hours, times 1% of the annualized base hourly
- 14 rate of pay in effect as of October 2, 2013.

15

16 At the end of the first full pay period in October, 2013, or the first subsequent

17 pay period in Fiscal Year 2013-14 for which the employee receives a pay

18 check, each permanent-intermittent employee, part-time employee or

19 seasonal employee, who is on the payroll as of October 2, 2013, and who

20 was either: 1) on the payroll on October 1, 2012, 2) on furlough on October 1,

21 2012, 3) on seasonal layoff on October 1, 2012, who has accumulated less

22 than two thousand eighty (2080) hours of current continuous service between

23 October 1, 2012, and September 30, 2013, shall be paid a one-time cash

24 payment which shall not be rolled into the base wage. For each such

25 employee, this payment shall be pro-rated based on the ratio between the

26 employee's actual continuous service hours earned between October 1, 2012,

27 and September 30, 2013, and two thousand eighty (2080) hours, times 1% of

28 the annualized base hourly rate of pay in effect as of October 2, 2013.

29

30 **C. Rates Of Compensation.**

31 Effective October 1, 2005, a new base step will be added to each level of

32 each pay range which shall be the current base step minus the difference

33 between the current base step and the first step. In the event that the

34 creation of such a new base step results in an employee employed in this

35 bargaining unit on January 1, 2005 being placed at a lower pay rate upon

36 promotion than they would have received under the pay range structure in

37 place on September 30, 2005, the employer will utilize provisions of Civil

38 Service Regulation 5.01 Section 3.d.3.a(3) to grant an additional step.

39

40 **Section 2. Shift Differential.**

41 Employees shall be paid a shift differential of five percent (5%) per hour above

42 their base rate for all hours worked in a day if fifty percent (50%) or more of their

43 regularly scheduled shift falls between the hours of 4:00 pm and 5:00 am.

44

45 An employee shall earn no shift differential while on sick, annual, compensatory,

46 holiday, personal or administrative leave. However, it is expressly agreed that if

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1 an employee is released from his/her work schedule pursuant to the provisions of
2 this Agreement, and if the employee would be entitled by other provisions of this
3 Agreement to pay for such released time, and if such released time would be
4 paid a shift differential if worked, then such released time shall be paid the shift
5 differential. The activities for which the shift differential will be paid are:

6
7 Grievance Processing, including witness time;
8 Labor Management Meetings;
9 Health and Safety Committee Meetings;
10 Affirmative Action Committee Meetings.

11
12 **Section 3. Hazard Pay.**

13 A. Criteria: An employee who is required to work under the following conditions
14 shall be entitled to receive the hazard pay premium provided in Subsection B
15 below:

16
17 (1) Heights: Work on high structures in excess of forty (40) feet, which
18 requires the use of scaffolding or safety harnesses. Work performed
19 from safety buckets (aerial equipment) is not considered high structure
20 work.

21
22 (2) Tunnels: Work in tunnels (new construction or reconstruction where
23 mining equipment is involved). Work in caissons is not considered
24 tunnel work.

25
26 B. Rate: An employee who meets the criteria in Subsection A above shall be
27 paid one dollar (\$1.00), for each hour worked on high structures or in tunnels,
28 with a minimum of four (4) hours hazard pay per exposure day. Hazard pay
29 shall be in addition to, and not a part of, the base pay.

30
31 C. Study Committee:

32 (1) The parties agree to establish a committee within each Department for
33 the purpose of determining means and methods for identifying hazards
34 and hazardous conditions and for effectively dealing with those hazards
35 and hazardous conditions.

36
37 (2) Each committee shall be composed of two (2) members to be selected
38 by and employed by the Department and two (2) members selected by
39 the Union and employed in the Department. The Union members will be
40 granted Administrative Leave for all approved time related to these
41 committees. Such committees shall meet as often as necessary but for
42 no longer than a sixty (60) day period following the initial session during
43 any contract year.

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1 (3) At the conclusion of this period any joint recommendations arrived at by
2 these committees shall be provided to the respective Departmental
3 Employer for its consideration for implementation.

4
5 (4) An Administrative Leave Bank of 300 hours per contract year shall be
6 established which shall be for the use of the Union for the purpose of
7 researching workplace hazards and related issues. This Administrative
8 Leave Bank shall be administered as provided in Article 7, Section 5 of
9 this Agreement.

10
11 **Section 4. Prison "P" Rate.**

12 A. Eligibility Criteria: An employee shall be eligible for the "P" rate premium
13 provided in Section B below if the position is assigned responsibility for the
14 custody or supervision of Department of Corrections residents on a regular
15 and recurring basis in addition to the regular job duties, or if it is located at a
16 correctional facility and is responsible to handle personal, financial, or other
17 matters affecting the well being of Department of Corrections residents on a
18 regular and recurring basis.

19
20 The following interpretive criteria shall apply in determining employee
21 eligibility for "P" rate pay:

22
23 (1) Within the Department of Corrections, the position in question must be
24 physically located within an institution under the jurisdiction of the
25 Bureau of Correctional Facilities. Positions in other Departments must
26 supervise residents assigned from the Bureau of Correctional Facilities.

27
28 (2) A position where the work location is within the security perimeter of a
29 medium, close or maximum custody correctional facility, thereby placing
30 the employee in an environment where physical confrontation will occur,
31 is one in which the employee is eligible.

32
33 (3) "Regular and recurring" is defined as contact with residents in person,
34 twenty five percent (25%) or more of the work time, in an environment
35 that would permit a physical act to occur.

36
37 (4) An employee working in a "covered position" within the meaning of P.A.
38 302 of 1977, as amended, is eligible.

39
40 B. Regular "P Rate": An employee who meets the criteria in Subsection A,
41 paragraphs (1) through (3) above, shall be paid 40 cents per hour for all hours
42 in pay status. Prison "P" rate shall be in addition to, and not a part of, the
43 employee's base pay. Effective upon ratification of this agreement by the
44 Civil Service Commission, an employee who meets the criteria in Subsection
45 A, paragraph (4) above, shall also be entitled to the 40 cents per hour "P" rate
46 as described above.

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1 C. High Security Premium Pay: Effective October 1, 1990 the Employer will
2 initiate the High Security Premium Pay program described below. The
3 program is intended to provide financial incentives to Technical Unit
4 Employees to continue working in certain high security correctional
5 assignments, and not to transfer to other, lower security, assignments, work
6 locations, and institutions.

- 7
8 (1) Employees with at least two (2) years of continuous service who are
9 eligible for "P" rate premium under Subsection A, above, who are
10 assigned to close, maximum and administrative segregation work units
11 within a Department of Corrections, Bureau of Correctional Facilities
12 Institution which is designated by the Michigan Corrections Commission
13 as having: A close, maximum or administrative segregation overall
14 rating, or a close/medium overall rating with an administrative
15 segregation unit shall be paid 50 cents per hour for all hours in pay
16 status. Such payment shall be in addition to, and not part of, the
17 employees' base pay. In the event that any disputes arise with respect to
18 application of Article 24, Section 4B - High Security "P" rate, these
19 disputes shall be subject to the grievance procedure.

20
21 **Section 5. On-Call Pay.**

22 A. Definition: On-call is defined as the scheduled state of availability, outside the
23 scheduled hours of work, to return to duty, work ready, within a specified
24 period of time. General availability of an employee as "back-up" to working
25 personnel in the event of extreme emergency is not considered on-call status.

26
27 B. Criteria: An employee scheduled by the Employer for on-call duty is required
28 to remain available through a pre-arranged means of communication. An
29 employee so scheduled who is not available when contact is attempted, or
30 who is not able or willing to report to duty, work ready, within the prescribed
31 time shall not be eligible for on-call compensation for that date.

32
33 C. Compensation Rate: An employee scheduled for on-call duty shall be
34 compensated at the rate of one (1) hour of base pay for each five (5) hours in
35 on-call duty status. On-call hours shall not be considered hours worked for
36 any purposes other than the payment provided herein, and no overtime
37 payment shall be made for such on-call hours.

38
39 D. Recall While in On-Call Status: An employee who, at the Employer's
40 direction, actually returns to duty while in on-call status shall be compensated
41 for those hours actually worked in accordance with Article 17, Hours of Work,
42 Section 7.

Section 6. Longevity.

A. Eligibility:

- (1) Career employees who separate from state service and return and complete five years (10,400 hours) of full-time continuous service prior to October first of any year shall have placed to their credit all previous state classified service earned.
- (2) To be eligible for a full annual longevity payment after the initial payment, a career employee must have completed continuous full-time classified service equal to the service required for original eligibility, plus a minimum of one additional year (2080 hours).
- (3) Career employees rendering seasonal, intermittent or other part-time classified service shall, after establishing original eligibility, be entitled to subsequent annual payments on a pro rata basis for the number of hours in pay status during the longevity year.

B. Payments: Payment shall be made in accordance with the table of longevity values based on length of service as of October 1.

- (1) No active employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period except in the event of retirement or death, or as provided in paragraph 7 of this sub-section.
- (2) Initial payments—employees qualify for their initial payment by completing an aggregate of five years (10,400 hours) of continuous service prior to October 1. The initial payment shall always be a full payment (no proration).
- (3) Annual payments
 - a. Employees qualify for full annual payment by completing 2,080 hours of continuous service during the longevity year.
 - b. Employees who are in pay status less than 2,080 hours shall receive a pro rata annual payment based on the number of hours in pay status during the longevity year.
- (4) Payments to employees who become eligible on October 1 of any year shall be made on the pay date following the first full pay period in October; except that pro rata payments in case of retirement or death shall be made as soon as practicable thereafter.
- (5) Lost time considerations

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- 1 a. Lost time is not creditable continuous service nor does it count in
2 qualifying for an initial or an annual payment.
3
- 4 b. Employees do not earn state service credit in excess of 80 hours in a
5 bi-weekly pay period. Paid overtime does not offset lost time, except
6 where both occur in the same pay period.
7
- 8 (6) Payment to employees on leave of absence without pay and layoff on
9 October 1.
10
- 11 a. An employee on other than a waived rights leave of absence, who
12 was in pay status less than 2,080 hours during the longevity year, will
13 receive a pro rata annual payment based on the number of hours in
14 pay status during the longevity year; such payment shall be made on
15 the pay date following the first full pay period in October.
16
- 17 b. An employee on a waived rights leave of absence will receive a pro
18 rata longevity payment upon returning from leave.
19
- 20 (7) Effective with the pay period beginning August 20, 2000 the anniversary
21 date longevity system will be discontinued. Payments for the conversion
22 period will be as outlined below.
23
- 24 a. If the employee has more than 12,480 hours prior to October 1, 2000
25 and has received a longevity payment since the end of the last fiscal
26 year, the employee shall receive a pro-rated payment in October
27 2000 based on the number of hours in pay status between the
28 longevity anniversary date and October 1, 2000.
29
- 30 b. If the employee has more than 12,480 hours of continuous service
31 prior to October 1, 2000 and has not received a longevity payment
32 since September 30, 1999, the employee's longevity payment in
33 October, 2000 will be calculated based on the number of hours in pay
34 status between his/her last longevity anniversary date and October 1,
35 2000, as a percentage of 2,080 hours. If an employee is scheduled
36 to receive an anniversary longevity payment on or after August 20,
37 2000 but before October 1, 2000, the employee's longevity payment
38 in October, 2000 will include both the anniversary longevity payment
39 amount and an additional amount based on the number of hours the
40 employee has been in pay status between the longevity anniversary
41 date and October 1, 2000.
42
- 43 (8) Payment at retirement or death.
44

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1 An employee with 10,400 hours of currently continuous service, who
2 separates by reason of retirement or death, shall qualify and receive
3 both a terminal and a supplemental payment as follows:
4

5 a. A terminal payment, which shall be either:
6

- 7 1. A full initial longevity payment based upon the total years of both
8 current and prior service, if the employee has not yet received an
9 initial longevity payment; or,
10 2. A pro rata payment for time worked from the preceding October 1
11 to the date of separation, if previously qualified. The pro rata
12 payment is based on hours in pay status since October 1 of the
13 current fiscal year.
14

15 b. A supplemental payment for all time previously not counted in
16 determining the amount of prior longevity payments, if any.
17

18 C. Longevity Overtime: Upon conversion, the regular rate add-on for longevity
19 will be calculated and paid retroactively for overtime worked in the previous
20 fiscal year. This amount will be included in the longevity payment. In 2000
21 only, the regular rate add-on for longevity will be calculated retroactively for
22 overtime worked on and between August 20, 2000 and September 30, 2000,
23 and will be paid with the longevity payment in the first full pay period in
24 October 2000.
25

26 **Section 7. Working out of Class.**

27 (In accordance with Civil Service Rule 6-3.2, the parties cannot negotiate working
28 out of class as it is a prohibited subject of bargaining.)
29

30 **Section 8. Compensation Policy under Conditions of General Emergency.**

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

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

43 C. Compensation in Situation of Closure: When a state facility is closed by the
44 Governor or his/her designated representative, affected employees will be
45 authorized administrative leave not to exceed a period of seven (7) calendar

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1 days to cover their normally scheduled hours of work during the period of
2 closure.

3
4 Individual employees of facilities ordered closed may be required to work to
5 perform essential services during the period of closure. When such is the
6 case, these employees will be compensated in the manner prescribed for
7 employees who work under conditions of declared inaccessibility. (See D)

8
9 D. Compensation in Situation of Inaccessibility: If a State facility has not been
10 closed but declared inaccessible in accordance with the Governor's policy,
11 and an employee is unable to report for work due to such conditions, he/she
12 will be granted administrative leave to cover his/her normally scheduled hours
13 of work during the period of declared inaccessibility.

14
15 An employee who works at a State facility during a declared period of
16 inaccessibility will be paid his/her regular salary and, if overtime work is
17 required, in accordance with the overtime pay provisions of this Agreement.
18 In addition, such employees will be granted compensatory time off (within a
19 reasonable period of time) equal to the number of hours worked during the
20 period of declared inaccessibility.

21
22 E. Additional Timekeeping Procedures: If a State facility has not been closed or
23 declared inaccessible during severe weather or other emergency conditions,
24 an employee unable to report to work because of these conditions will be
25 allowed to use annual leave or compensatory time credits. If sufficient credits
26 are not available, the employee shall be placed on lost time.

27
28 When an employee is absent from a scheduled work period, a portion of
29 which is covered by a declaration of closure or inaccessibility, annual leave or
30 compensatory time credits may be used to cover that portion of his/her
31 absence not covered by administrative leave. If sufficient credits are not
32 available, the employee will be placed on lost time.

33
34 Employees who suffer lost time as the result of the application of this policy
35 will receive credit for a completed biweekly work period for all other purposes.

36
37 **Section 9. Severance Pay.**

38 In recognition of the fact that the de-institutionalization of the Department of
39 Mental Health resident population has resulted and will continue to result in the
40 layoff of a large number of State employees, and in recognition of the fact that
41 such layoffs are likely to result in the permanent termination of the employment
42 relationship, the parties hereby agree to the establishment of severance pay for
43 certain employees.

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- 1 A. Definitions:
- 2 (1) Layoff -- For purposes of this Section, layoff is defined as the termination
- 3 of active State employment solely as a direct result of a reduction in
- 4 force. Other separations from active State employment such as leaves
- 5 of absence, resignation, suspension or dismissal shall not be considered
- 6 a layoff under the terms of this section.
- 7
- 8 (2) Week's Pay -- Week's Pay is defined as an employee's gross pay for
- 9 forty (40) hours of work at straight time, excluding any differential or
- 10 premium pay, at the time of layoff.
- 11
- 12 (3) Year of Service -- Year of Service is defined as 2088 hours recorded in
- 13 the Continuous Service Hours counter (see chart below).
- 14
- 15 B. Eligibility: The provisions of this Section shall apply only to Department of
- 16 Mental Health agency based employees with more than one year of service
- 17 who have been laid off because of a reduction in the resident population in
- 18 State institutions. Further, the following employees shall not be eligible to
- 19 receive severance pay:
- 20
- 21 (1) Employees who are in less than satisfactory employment status.
- 22
- 23 (2) Employees eligible to receive retirement pay at time of layoff.
- 24
- 25 (3) Employees with a temporary or limited term appointment having a
- 26 definite termination date.
- 27
- 28 C. Time and Method of Payment: After an employee has been laid off for six (6)
- 29 months in accordance with the provisions of this Section, he/she shall be
- 30 notified by the Agency in writing that he/she has the option of remaining on
- 31 the recall list(s) or of accepting a lump sum severance payment and thereby
- 32 forfeiting all recall rights. The employee must notify the Agency in writing of
- 33 his/her decision either to accept the severance payment or to retain recall
- 34 rights. An employee who does not notify the Agency in writing of his/her
- 35 decision shall be deemed to have elected to retain recall rights.
- 36
- 37 If the employee chooses to remain on recall and rejects the payment, the
- 38 employee has the option at any time within the next six (6) months of
- 39 accepting the lump sum severance payment and thereby forfeiting all recall
- 40 rights. An employee who reaches such decision during the second six (6)
- 41 month period shall notify the Agency in writing of his/her decision.
- 42
- 43 An employee who has been laid off for twelve (12) months shall be notified by
- 44 the Agency in writing that he/she must choose either to accept the lump sum
- 45 severance payment or to reject such payment. By rejecting such payment,
- 46 the employee shall retain recall rights in conformance with the provisions of

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1 this Agreement and shall have no further opportunity to receive severance
2 payment. The employee must notify the Agency in writing of his/her decision
3 within fourteen (14) calendar days of receipt of the Agency's notification. An
4 employee who does not notify the Agency in writing of his/her decision to
5 accept the severance payment shall be deemed to have permanently rejected
6 such payment and to have retained recall rights in accordance with Article 13.
7 If an employee elects to accept the lump sum payment, the employee's name
8 shall be removed from all recall lists and such payment shall be made by the
9 Agency within sixty (60) calendar days of receipt of the employee's decision.

10
11 D. Disqualification: An employee laid off as defined in this Section who has not
12 elected in writing to accept severance payment shall be disqualified from
13 receiving such payment under the following conditions:

- 14 (1) If the employee is deceased.
15
16 (2) If the employee is hired for any position by an Employer:
17
18 a. If such employment requires a probationary period, upon successful
19 completion of such period.
20
21 b. If no probationary period is required, upon date of hire.
22
23 c. If a probationary period is required and the employee does not
24 successfully complete such required probationary period and is
25 therefore separated, such time of employment shall be bridged for
26 purposes of the time limits in Subsection C above.
27
28 (3) An employee who refuses recall to or new State employment hiring
29 within a seventy five (75) miles radius of the Agency from which he/she
30 was laid off.
31
32 (4) An employee permanently recalled to another job in State Government.

33
34
35 E. Effect of Recall:

- 36 (1) An employee temporarily recalled for sixty (60) calendar days or less
37 shall have such time bridged for purposes of counting the time in
38 accordance with Subsection C above.
39
40 (2) An employee permanently (more than sixty (60) calendar days) recalled
41 to a position in this Bargaining Unit and subsequently laid off shall have
42 the same rights as if he/she were laid off for the first time. The time
43 limits listed in Subsection C above shall be applied from the date of the
44 most recent layoff.
45
46

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1 F. Effect of Hiring: If an employee has accepted severance payment and is
2 hired in the State Classified Service or into a State funded position caring for
3 residents within two (2) years of the acceptance of severance payment, such
4 employee shall repay to the State the full net (gross less employee's FICA
5 and income taxes) amount of the severance payment received. Such
6 repayment shall not be required until after the employee has successfully
7 completed a required probationary period. Once such employee has
8 successfully completed the required probationary period, that employee shall
9 have a one (1) year period to make the repayment to the Agency from which
10 the severance payment was received. The details of the method and time
11 schedule for such repayment shall be discussed between the employee and
12 the Agency and reduced to writing and signed by the employee and the
13 Appointing Authority or designee of the Agency. In cases of unusual hardship
14 and by mutual consent the one year period may be extended.

15
16 G. Payment: An employee who elects in writing to receive severance pay shall
17 receive an explanation of the terms of such severance pay. The Office of the
18 State Employer shall develop a form which explains to such employee all the
19 conditions attendant to acceptance of severance pay. The employee and
20 Appointing Authority or designee shall sign this form and the signatures shall
21 be witnessed.

22
23 No employee is entitled to receive severance payment until and unless
24 he/she has signed the above mentioned form. The employee shall receive a
25 carbon copy of the signed form.

26
27 The Employer shall deduct from the amount of any severance payment any
28 amount required to be withheld by reason of law or regulation for payment of
29 taxes to any Federal, State, County or Municipal Government. Eligible
30 employees as indicated in Subsections A-F above shall receive severance
31 payment according to the following schedule:

- 32
33 (1) Employees who have from one (1) through five (5) years of service:
34 One week's pay for every full completed year of service, years 1-5;
35
36 (2) Employees who have more than six (6) full years of service: Two week's
37 pay for every full completed year of service, years 6-10;
38
39 (3) Employees who have more than eleven (11) full years of service: Three
40 week's pay for every full completed year of service from year 11 on. For
41 amounts, see attached schedule.

42
43 Employees who work less than full time (80 hours per pay period) shall
44 be eligible in accordance with Subsections A-F above, to receive a
45 proportional severance payment in accordance with the following
46 formula:

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1 The Agency shall calculate the average number of hours such employee
2 worked for the calendar year preceding such employee's layoff. This
3 number shall then be used to determine the proportion of such
4 employee's time in relation to full-time employment. This proportion
5 shall then be applied to the above payment schedule for purposes of
6 payment. (See attached example).
7

8 However, no employee shall be entitled to receive more than fifty two
9 (52) weeks of severance pay.

10
11 H. Effect on Retirement: The acceptance or rejection of severance pay shall
12 have no effect on vested pension rights under the Retirement Act. The
13 parties agree that the severance payment shall not be included in the
14 computation of compensation for the purpose of calculating retirement
15 benefits and will seek and support statutory change if such legislation is
16 necessary to so provide.
17

18 I. Effective Date: The provisions of this Section shall apply to employees in the
19 Technical Unit in the Department of Mental Health laid off on or after October
20 1, 1983.
21
22

Severance Pay Schedule

Hours	Years	Week's Pay
2088 - 4176	1	1
4177 - 6264	2	2
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

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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.		

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Average number of hours worked in previous calendar year: 1980
 Full time employee hours: 2088
 Proportion (or percentage) 1980/2088 = 94.8%
 .948 x \$S.P. = \$Gross Amount to be paid
 S.P. = Severance Payment from schedule

Section 10. Safety Shoes.

In accordance with the provisions of Article 14, Section 10, where safety shoes are required, an employee, at his/her option, may elect to receive shoes provided by the employer or receive an allowance of up to \$125.00 plus any medically required options, once per calendar year or, at the employee's option, receive an allowance of \$250.00 every 2 calendar years. An employee who demonstrates to the Employer the need for replacement safety shoes within the year, will, at the employee's option, be provided with replacements by the Employer in accordance with current practices or be reimbursed by the Employer up to \$50 (supported by a receipt) for the purchase of replacement safety shoes. In no event shall such allowance or reimbursement exceed the actual cost of the employee purchased protective item.

Section 11. Compensation Policies During Promotional Interviews.

Employees selected by the Employer to participate in promotional interviews within the employee's own Department shall be released from work with pay for necessary travel time to and from the interview and for the interview itself. Travel expenses are not authorized.

Section 12. Special Pay Application.

Upon appointment to a different classification series where the employee does not meet the experience requirements for the journey (experienced) level, the employee's rate of pay shall be maintained at the previous rate until the employee becomes eligible for the experienced level of the new classification series, provided the previous rate of pay does not exceed the maximum of the new experienced level class. In such case, the employee shall be paid at the maximum of the new experienced level class.

Section 13. Clothing/Cleaning Allowance.

Effective October 1, 2005, Dental Hygienists shall be paid the gross sum of \$125 per year as a clothing/cleaning allowance. Such payment shall be made on the first pay date in December.

**ARTICLE 25
Leave and Holidays**

Section 1. Sick Leave.

A. Allowance: Employees in permanent or limited term positions covered by this Agreement shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service or to a prorated amount if paid service is less than eighty (80) hours in the pay period. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted.

Sick leave shall be credited at the end of the biweekly work period.

Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned. The prorated amount shall be based on the number of hours in pay status divided by eighty (80) hours multiplied by four (4) hours.

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

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1 B. Utilization: Sick leave may be utilized by an employee in the event of illness,
2 injury, temporary disability, or exposure to contagious disease endangering
3 others, or for illness or injury in the immediate family, which necessitates
4 absence from work. "Immediate family" in such cases means the employee's
5 spouse, children, parents or foster parents, parents-in-law, brothers, sisters,
6 grandparents, and any persons for whose financial or physical care the
7 employee is principally responsible. Sick leave may be used for absence
8 caused by the attendance at the funeral of a relative, or person for whose
9 financial or physical care the employee has been principally responsible.

10
11 An employee shall be granted a minimum of five (5) days of leave, if such is
12 requested, in the event of the death of a member of the employee's family,
13 with a maximum of four (4) such days taken as sick leave. The employee
14 shall be allowed reasonable and necessary time off, by his/her mutual
15 agreement with the supervisor, in excess of said five (5) days.

16
17 Sick leave may also be used for an appointment with a physician, dentist, or
18 other professional licensed medical practitioner to the extent of time required
19 to complete such appointments when it is not possible to arrange such
20 appointments for non-duty hours. For purposes of this Section, the terms
21 doctor and other licensed medical practitioner shall include a psychologist
22 and/or a chiropractor only if such practitioner is licensed by a State, and only
23 if such appointment is a result of a direct referral by a licensed Doctor of
24 Medicine (M.D.) or Doctor of Osteopathy (D.O.).

25
26 An employee may also use sick leave for a health screening appointment at
27 an authorized Employer operated health screening unit.

28
29 C. Disability Payment: In case of work incapacitating injury or illness for which
30 an employee is or may be eligible for work disability benefits under the
31 Michigan Workers Disability Compensation Law, such employee may be
32 allowed salary payment which, with the work disability benefit, and any other
33 statutory benefit, equals two-thirds (2/3) of the base salary or wage. Leave
34 credits may be utilized to the extent of the difference between such payment
35 and the employee's base salary or wage.

36
37 D. Pay for Accumulated Sick Leave: An employee who separates from the State
38 Classified Service for retirement purposes in accordance with the provisions
39 of a State Retirement Act shall be paid for fifty percent (50%) of unused
40 accumulated sick leave as of the effective date of separation, at the
41 employee's final base rate of pay.

42
43 In case of the death of an employee, payment of fifty percent (50%) of unused
44 accumulated sick leave shall be made to the beneficiary or estate, at the
45 employee's final base rate of pay.

46

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1 Upon separation from the state classified service for any reason other than
2 retirement or death, the employee shall be paid for a percentage of unused
3 accumulated sick leave in accordance with the following table of values.
4 Payment shall be made at the employee's final base rate of pay.

<u>Sick Leave Hours</u>	<u>Percentage Paid</u>
5 Less than 104	0
6 104 -- 208	10
7 209 -- 416	20
8 417 -- 624	30
9 625 -- 832	40
10 833 or more	50

11
12
13
14 No payoff under this Section shall be made to any employee initially
15 appointed to the state classified service on or after October 1, 1980.

16
17 E. Proof: All requests for use of sick leave shall be certified by the employee as
18 to its purpose. The Employer may require the employee to supply reasonable
19 evidence of the basis for use of sick leave which extends beyond three (3)
20 scheduled working days. The employee may also be required to furnish such
21 proof of the basis for use of sick leave of any amount of hours in such cases
22 where an employee has been previously disciplined and such discipline has
23 not been overturned through the grievance procedure. Such proof must be
24 requested at or before the time of notice of sick leave use and must be
25 presented upon return to work.

26
27 Falsification of such evidence shall be cause for disciplinary action up to and
28 including discharge. The Employer may require that an employee, at the
29 Employer's cost, present medical certification of physical or mental fitness to
30 continue working.

31
32 F. Return to Service: Previous unused sick leave allowance shall be placed to
33 the credit of a laid off employee upon return to permanent employment within
34 three (3) years of such layoff. A separated employee who received payment
35 for unused accumulated sick leave under this Section and who returns to
36 service shall not be credited with any previous sick leave allowance.

37
38 G. Transfer: Any employee who transfers, or who is reassigned without a break
39 in service from one principal Department to another shall be credited with any
40 unused accumulated sick leave balance by the principal Department to which
41 transferred or reassigned.

42
43 H. Assaulted Employee: Public Acts 414, 452, 212, & 280. Employees who
44 meet the definition of employee in the above Acts and who are injured (and
45 disabled in accordance with the Acts) during the course of their employment
46 as a result of an assault by a recipient of the State's services (or inmate) or as

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1 a result of helping another employee in subduing a recipient or injured during
2 an inmate riot shall receive their full net wages as follows: The Employee
3 shall receive in addition to Worker's Compensation, a supplement from the
4 Department which, together with Worker's Compensation benefits, shall equal
5 but not exceed the biweekly net wage of the employee at the time of injury.
6

7 The employee shall not be entitled to such payment beyond the period of
8 his/her disability, nor beyond the eligibility period provided in the applicable
9 Act. This Section describes existing eligibility for compensation under the
10 Acts, and administration and entitlement under this Section may be subject to
11 change in response to legislative or court change.
12

13 **Section 2. Annual Leave.**

14 A. Initial Leave: Upon hire, each employee in a permanent or limited term
15 position shall be credited with an initial annual leave grant of sixteen (16)
16 hours, which shall be immediately available, upon approval of the Employer,
17 for such purposes as voting, religious observance, and necessary personal
18 business. The sixteen (16) hours initial grant of annual leave shall not be
19 credited to an employee more than once in a calendar year.
20

21 B. Allowance: Paid service in excess of eighty (80) hours in a biweekly work
22 period shall not be counted. An employee in a permanent or limited term
23 position shall be entitled to annual leave with pay for each eighty (80) hours of
24 paid service or to a prorated amount if paid service is less than eighty (80)
25 hours in the pay period as follows:
26

Annual Leave Table

	<u>Service Credit</u>		<u>Annual Leave</u>
29	0-1 yrs (0 - 2,079 hrs)	=	4.0 hrs/80 hrs service
30	1-5 yrs (2,080 - 10,399 hrs)	=	4.7 hrs/80 hrs service

31
32 C. Additional Allowance: Employees in a permanent or limited term position who
33 have completed five years (10,400 hours) of currently continuous service
34 shall earn annual leave with pay in accordance with their total classified
35 service including military leave, subsequent to January 1, 1938 as follows:
36

Additional Allowance Table

	<u>Service Credit</u>		<u>Annual Leave</u>
39	5-10 yrs (10,400 - 20,799 hrs)	=	5.3 hrs/80 hrs service
40	10-15 yrs (20,800 - 31,199 hrs)	=	5.9 hrs/80 hrs service
41	15-20 yrs (31,200 - 41,599 hrs)	=	6.5 hrs/80 hrs service
42	20-25 yrs (41,600 - 51,999 hrs)	=	7.1 hrs/80 hrs service
43	25-30 yrs (52,000 - 62,399 hrs)	=	7.7 hrs/80 hrs service
44	30-35 yrs (62,400 - 72,799 hrs)	=	8.4 hrs/80 hrs service
45	35-40 yrs (72,800 - 83,199 hrs)	=	9.0 hrs/80 hrs service
46	40-45 yrs (83,200 - 93,599 hrs)	=	9.6 hrs/80 hrs service

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1 45-50 yrs (93,600 -103,999 hrs) = 10.2 hrs/80 hrs service
2 etc.

3
4 Solely for the purpose of additional annual leave and longevity compensation,
5 an employee shall be allowed State Service Credit for: Employment in any
6 non-elective excepted or exempted position in a principal Department, the
7 Legislature, or the Supreme Court which immediately preceded entry into the
8 State Classified Service, or for which a leave of absence was not granted; up
9 to five years of honorable service in the Armed Forces of the United States
10 subsequent to January 1, 1938, for which a Military Leave of Absence would
11 have been granted had the veteran been a State Classified Employee at the
12 time of entrance upon military service. When an employee separates from
13 employment and subsequently returns, military service previously credited
14 shall not count as current continuous state service for purposes of re-
15 qualifying for additional annual leave or longevity compensation if the
16 employee previously qualified for and received these benefits.

17
18 D. Crediting: Annual leave shall be credited at the end of the biweekly work
19 period in which eighty (80) hours of paid service is completed. Annual leave
20 shall be available for use only in biweekly work periods subsequent to the
21 biweekly work period in which it is earned.

22
23 When paid service does not total eighty (80) hours in a biweekly work period,
24 the employee shall be credited with a prorated amount of leave for that work
25 period based on the number of hours in pay status divided by eighty (80)
26 hours multiplied by the applicable accrual rate. No annual leave shall be
27 authorized, credited or accumulated in excess of the schedule below except
28 that an employee who is suspended or dismissed in accordance with this
29 Agreement and who is subsequently returned to employment with full back
30 benefits by an arbitrator under Article 9, shall be permitted annual leave
31 accumulation in excess of the schedule below. Any excess thereby created
32 shall be liquidated within one (1) year from date of reinstatement by means of
33 paid time off work or forfeited. If the employee separates from employment
34 for any reason during that one year grace period, the employee or beneficiary
35 shall be paid for no more than the maximum as indicated below of unused
36 credited annual leave.

37
38 No annual leave in excess of 240 hours shall be included in final average
39 compensation for purposes of calculating the level of retirement benefits.

**Annual Leave Accumulation and Payoff Schedule
Accumulation and Payoff Limits**

<u>Service Credit</u>	<u>Maximum Accumulation Hours</u>	<u>Maximum Payoff Hours</u>
00 – 01 Years	296	256
01 – 05 Years	296	256
05 – 10 Years	311	271

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1	10 – 15 Years	326	286
2	15 – 20 Years	341	301
3	20 – 25 Years	346	306
4	25 + Years	356	316

5
6 E. Transfer and Payoff: Employees who voluntarily transfer from one state
7 department to another shall be paid off at their current base rate of pay for
8 their unused annual leave. However, the employee may elect, in writing, to
9 transfer up to eighty (80) hours of accumulated annual leave. Annual leave in
10 excess of eighty (80) hours, if any, up to the maximum allowed in accordance
11 with Subsection D immediately above, may be transferred with the approval
12 of the Departmental Employer to whose service the employee transfers.

13
14 Employees who separate shall be paid at their current hourly base rate for the
15 balance of their unused annual leave.

16
17 F. Utilization: An employee may charge absence to annual leave only with the
18 prior approval of the Employer. Such approval shall be given in a timely
19 manner. Annual leave shall not be credited or used in anticipation of future
20 leave credits. In the absence of sufficient leave credits, payroll deductions
21 (lost time) shall be made for the work period in which the absence occurred.

22
23 G. Scheduling:

24 (1) Consistent with the operational needs of the Employer, annual leave
25 may be granted at such times during the year as requested by the
26 employee, but only up to the maximum amount of annual leave credits in
27 an employee's account prior to the initial date of the annual leave.
28 "Operational needs of the employer" is defined as any situation in which
29 approval of the annual leave would require or result in the payment of
30 overtime or the temporary reassignment of other personnel to the
31 worksite affected.

32
33 The Employer reserves the right to cancel previously approved annual
34 leave and to require the employee to return to work within a reasonable
35 period of time, in the event of emergency.

36
37 Any holiday recognized in this Agreement which occurs during the
38 approved annual leave period will not be charged as annual leave time.

39
40 An employee on approved annual leave of three (3) consecutive work
41 days or more who becomes ill or is injured and thereby requires (1)
42 hospitalization, (2) emergency surgery/treatment and convalescence
43 therefrom, or (3) return to home and confinement thereto, may convert
44 the period to sick leave upon furnishing medical verification required by
45 the Employer. An employee required to return from approved annual
46 leave because of death or unexpected illness of a person for which sick

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1 leave could normally be used may convert such time to sick leave upon
2 furnishing appropriate verification required by the Employer. When
3 placing an employee on a medical leave of absence for which the
4 employee will be receiving benefits under the State's Long-term
5 Disability Insurance program, the Employer will not charge any paid time
6 to the employee's annual leave balance if the employee requests the
7 Employer in writing not to do so.
8

- 9 (2) Conflicts in Vacation Requests: Conflicts in requests for vacation of one
10 (1) week or longer shall be resolved among employees within a work site
11 or work unit on the basis of seniority. Requests for vacation of one (1)
12 week or longer shall be posted for viewing by all employees at the work
13 site.
14

15 If no employee with more seniority applies for the same vacation period
16 within five (5) work days, the employee requesting the vacation shall be
17 granted the vacation time. Once a vacation has been selected and
18 approved as provided herein, such request shall not be superseded by
19 the request of another employee. Nothing shall preclude the Employer
20 from granting other employees the same period of time for their vacation
21 period providing the operational needs can be met.
22

23 Requests for annual leave usage of less than one (1) week shall be
24 given priority in the order received and will normally be submitted to the
25 supervisor for approval or disapproval at least one day before the
26 desired leave time, unless circumstances prevent the employee from
27 making such request at least one day before the desired leave time.
28

- 29 H. Annual Leave Buy Back: An employee laid off from State employment who is
30 recalled to a permanent position in a Department or Agency other than the
31 one from which he/she was laid off, on other than a temporary basis, may
32 elect to buy back up to eighty (80) hours of accrued annual leave which has
33 been paid off. An employee recalled to the Department and Agency from
34 which he/she was laid off may elect to buy back any portion of annual leave
35 up to the amount paid off. An employee electing this option shall buy back
36 the annual leave in the manner currently provided by Civil Service Rules
37 and/or Procedures. Such payment shall be made to the Department making
38 the original payoff. Such option may be exercised only once per recall, and
39 may only be exercised during the first thirteen (13) pay periods of the recall.
40

- 41 I. Annual Leave Freeze: An employee laid off from State employment may
42 elect to freeze annual leave up to the accrued balance at the time of layoff.
43 Such balance shall be retained until the employee elects to be paid off for the
44 balance, or until the employee's recall rights expire, whichever occurs first.
45 Payoff shall be at the employee's final base rate of pay.
46

Section 3. Banked Leave Time.

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1 Accumulated Banked Leave Time (BLT) may be used by an employee in the
2 same manner as regular annual leave. Accumulated BLT hours shall not be
3 counted against the employee's regular annual leave cap, known as part a hours.
4 Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.
5 The employee must exhaust all BLT hours prior to being considered for any
6 annual leave donation. Upon an employee's separation, death or retirement from
7 state service, unused BLT hours shall be contributed by the state to the
8 employee's account within the State of Michigan 401(k) plan, and if applicable to
9 the State of Michigan 457 plan. Such contribution shall be treated as non-
10 elective employer contributions, and shall be calculated using the product of the
11 following: (i) the number of BLT hours and, (ii) the employee's base hourly rate
12 in effect at the time of the employee's separation, death, or retirement from state
13 service.

14

15 **Section 4. Holidays.**

16 A. Designated Holidays: On the following contractual holidays, permanent or
17 limited term full-time employees shall be allowed eight (8) hours paid absence
18 from work, and, permanent or limited term seasonal, part-time, or intermittent
19 employees shall be allowed paid absence from work in proportion to their
20 average hours in pay status for the previous six (6) pay periods:

21

22	New Years Day	(January 1)
23	Martin Luther King Day	(Third Monday in January)
24	President's Day	(Third Monday in February)
25	Memorial Day	(Last Monday in May)
26	Independence Day	(July 4)
27	Labor Day	(First Monday in September)
28	Election Day	(General Election Day In Even 29 Number Years)
30	Veteran's Day	(November 11)
31	Thanksgiving Day	(4th Thursday in November)
32	Thanksgiving Friday	(Day after Thanksgiving)
33	Christmas Eve Day	(December 24)
34	Christmas Day	(December 25)
35	New Year's Eve Day	(December 31)

36

37 B. Holiday Scheduling:

38 (1) Monday through Friday Schedule Employees: Should a holiday fall on a
39 Saturday, the preceding Friday shall be considered as the holiday; should
40 a holiday fall on Sunday, the following Monday shall be considered the
41 holiday. Substitute scheduling of holidays may continue in Departments
42 currently following such practice.

43

44 (2) Seven-Day Rotational Schedule Employees: The holidays shall be
45 observed on the date of occurrence, except that substitute scheduling of
46 holidays may continue in Departments following such practice.

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1
2 C. Payment for Working on a Holiday: An employee scheduled and required to
3 work on a contractual holiday shall have the day treated as a regular work
4 day. An employee who is in pay status for more than eighty (80) hours in a
5 pay period as a result of working such holiday shall have time in excess of
6 eighty (80) hours in a pay period treated as regular overtime work. An
7 employee called back to work on such holiday shall be paid for hours worked
8 on such holiday in accordance with Article 17, Hours of Work, Section 7,
9 Callback.

10
11 D. Eligibility: Permanent or limited term employees, regardless of work
12 schedule, qualify for paid absence from work on the holiday by being in full
13 pay status:

14
15 (1) The employee's last scheduled work day immediately preceding the
16 holiday and the first scheduled work day immediately following the
17 holiday, when both days fall within the same biweekly work period; or

18
19 (2) The employee's last scheduled work day immediately preceding the
20 holiday when the holiday occurs or is observed on the last scheduled
21 work day of the biweekly work period; or

22
23 (3) The employee's first scheduled work day following the holiday when the
24 holiday occurs or is observed on the first scheduled work day of the
25 biweekly work period. If a holiday occurs or is observed on the first
26 scheduled work day of a new employee's initial biweekly work period,
27 such employee shall not be eligible for paid holiday absence for that day.

28
29 (4) An employee who is scheduled or called back to work on a contractual
30 holiday, but who fails to report for and perform such assigned work
31 without reasonable cause, shall not be eligible for paid holiday absence
32 for that day. Such ineligibility shall be exclusive of any disciplinary action
33 taken.

34
35 E. Less Than Full-Time Employees:

36 Less than full-time employees shall have their holiday pay calculated in
37 accordance with current practice except where such an employee works
38 full-time for all non-holiday hours during the pay period in which the holiday
39 occurs whereupon they will be entitled to full holiday credit.

40
41 **Section 5. Personal Leave Day.**

42 On October 1 of each year each permanent or limited term full-time employee
43 who has completed his/her first 1,040 hours of state service shall be credited two
44 (2) personal leave days to be used in accordance with normal requirements for
45 annual leave usage. Such leave shall be credited to less than full-time,
46 non-probationary permanent or limited term employees on a pro-rated basis in

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1 accordance with current practice regarding holiday leave. Such leave time shall
2 be credited to annual leave balances on each October 1, of this Agreement.

3
4 Such leave grant shall be extended to employees returning from leave of
5 absence on their return. Such leave time shall be granted to persons entering
6 the Bargaining Unit (for example, recall from layoff) on a pro-rata basis.
7 However, no employee shall be entitled to more than one grant of personal leave
8 in each fiscal year.

9
10 **Section 6. Leave Donation.**

11 Upon request of a member of the Technical Bargaining Unit, a Non-Exclusively
12 Represented employee or an employee in another bargaining unit, annual leave
13 credits may be transferred between employees under the following conditions:

- 14
15 A. The receiving employee has successfully completed his/her probationary
16 period and faces financial hardship, that is, a loss of pay of forty (40) hours or
17 more, due to serious injury or the prolonged illness of the employee or his/her
18 dependent spouse, child, or parent.
19
20 B. The receiving employee has exhausted all leave credits.
21
22 C. The receiving employee's absence has been approved.
23
24 D. Annual leave donations must be for a minimum of eight (8) hours and a
25 maximum of forty (40) hours per calendar year. Donations shall be in whole
26 hours increments. Employee donations are irrevocable.
27
28 E. An employee may receive a maximum of thirty (30) work days (240 hours) per
29 calendar year of direct transfer of annual leave.
30
31 F. The Union and the Office of the State Employer shall each designate one (1)
32 representative to review requests and determine eligibility to receive a direct
33 transfer of annual leave credits on an hour for hour basis.
34

35 **Section 7. School/Community Participation Leave.**

- 36 A. Intent. The parties recognize the positive role adult involvement in school and
37 community activities plays in promoting educational and community success.
38 The parties intend by this section to foster employee involvement in school
39 sponsored activities and community programs.
40
41 B. Leave credits. After 1040 hours of satisfactory state service, employees in a
42 permanent or limited term position shall annually receive eight (8) hours of
43 paid school/community participation leave to be used in accordance with the
44 provisions of this section and the normal requirements for annual leave
45 usage, provided, however, that such leave may be utilized in increments of
46 one (1) hour if requested. The leave may be used to cover the employee's

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1 absence from their scheduled work day for reasonable travel to and from, and
2 the duration of, the school or community activity.

3
4 School/community participation leave shall be credited to employees on
5 October 1 of each year, and shall not carry forward beyond the fiscal year.

6
7 To request school/community participation leave, employees shall complete a
8 school/community participation leave form provided by the Employer.

9
10 C. Use Of School/Community Leave. The use of the leave is for active
11 participation in school sponsored secular activities by employees, and not for
12 mere attendance at school programs. The school sponsored secular
13 activities may take place before, during, or after school. Additionally, the
14 leave is intended for pre-school education programs, k-12, and adult literacy
15 programs, and not college or university related programs. Employees may
16 use the leave to participate in any school sponsored activity including but not
17 limited to, tutoring, field trips, classroom programs, and school committees.

18
19 The leave may also be used for active participation in any structured secular
20 community activity sponsored by a governmental agency, or a non-profit
21 community organization or agency, and not for mere attendance at
22 community events. Employees may use the leave to participate in community
23 activities such as serving as a volunteer docent for the State of Michigan
24 museum, making deliveries for meals on wheels, and construction work for
25 habitat for humanity.

26
27 D. Use Of Other Leave. Employees shall be permitted to use annual leave and
28 other leave credits to participate in school programs and community events in
29 accordance with the normal requirements for the use of such leave.
30 Additionally, in accordance with this agreement and to the extent that
31 operational considerations permit, an employee may, with supervisory
32 approval, adjust his/her work schedule to allow attendance or participation in
33 school activities and community events while working the regular number of
34 work hours.

35
36 **ARTICLE 26**
37 **Group Insurances**

38
39 *New hires will be permitted to enroll in group insurance plans for which they are*
40 *eligible during their first thirty-one (31) days of employment. Eligibility for*
41 *coverage under such plans is the first day of the biweekly pay period after*
42 *enrollment, except for life insurance which shall be effective on the first day of*
43 *employment.*

44 **Section 1. The State Health Plan.**

45 Effective January 1, 2003, the existing Basic and Major Medical Plan (State
46 Health Plan Advantage) shall be replaced with the PPO plan which shall be

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1 known as the "State Health Plan". State Health Plan in-network and out-of-
2 network benefits and applicable deductibles and co-payments are outlined in
3 Appendix G. The Rules for Network Use are outlined in Appendix F.

4
5 See Appendix G-1 for the New State Health Plan PPO (NSHP PPO) and New
6 HMO (NHMO) health care coverage for eligible employees hired on or after April
7 1, 2010.

- 8
9 A. Premium Splits: Except as provided in Section 10 below, the employer
10 shall pay 95% of the premium, and the enrolled employee shall pay 5% of
11 the premium for the State Health Plan.

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

16
17 Effective the first full pay period in October, 2012, the following will apply
18 to eligible employees enrolled in the State Health Plan PPO or an HMO.
19 The State will pay 80% of the State Health Plan PPO premium with
20 enrolled employees paying 20%. The State will pay up to 85% of the
21 applicable HMO total premium, capped at the dollar amount which the
22 State pays for the same coverage code under the SHP PPO, with enrolled
23 employees paying the remainder.

- 24
25 B. Co-pay: Applicable co-payments for in-network and out-of-network
26 services under the State Health Plan are set forth in Appendix G.

27
28 Effective October 1, 2008, there will be a \$15 co-pay for an office visit, and
29 a \$50 co-pay for emergency room visits if the patient is not admitted to the
30 hospital. All other applicable co-payments for in-network and out-of-
31 network services under the State Health Plan are set forth in Appendix G.

- 32
33 C. Deductibles and Out of Pocket Maximums for the State Health Plan: The
34 deductibles under the State Health Plan shall be \$200/individual and \$400
35 /family per calendar year for in-network services and \$500/individual and
36 \$1,000/family per calendar year for out-of-network services.

37
38 Effective January 1, 2009 the deductibles under the State Health Plan
39 shall be \$300/individual and \$600/family per calendar year for in-network
40 services and \$600/individual and \$1,200/family per calendar year for out-
41 of-network services.

42
43
44 The maximum out of pocket cost per individual shall be \$1,000 and
45 \$2,000/family per calendar year for in-network services and
46 \$2,000/individual and \$4,000/family per calendar year for out-of-network

1 services. The deductible does not apply towards the maximum out of
2 pocket cost.

3
4 **Section 2. State Health Plan Provisions.**

5 A. The Union shall continue to be entitled to participate as a member of the
6 Labor Management Health Care Committee. The Committee will continue to
7 review and monitor the progress of the actual implementation of the State
8 Health Plan. It is understood that each exclusively recognized employee
9 organization will be entitled to designate one (1) representative to participate
10 in the Labor Management Health Care Committee.

11
12 The Plan consists of the following principal components: pre-certification of all
13 hospital inpatient admissions; second surgical opinion; home health care; and
14 alternative delivery systems.

15
16 (1) Pre-certification of Hospital Admission & Length of Stay. The pre-
17 certification for admission and length of stay component of the Plan
18 requires that the attending physician submit to the third party
19 administrator (TPA) the diagnosis, plan of treatment and expected
20 duration of admission. If the admission is not an emergency, the
21 submission must be made by the attending physician and the review and
22 approval granted by the TPA prior to admitting the covered individual
23 into the acute care facility. If the admission occurs as an emergency, the
24 attending physician is required to notify the TPA by telephone with the
25 same information on the next regular working day after the admission
26 occurs. If the admission is for a maternity delivery, advance approval for
27 admission will not be required; however, the admitting physician must
28 notify the TPA before the expected admission date to obtain the length-
29 of-stay approval. There will be no limitation on benefits caused by the
30 attending physician's failure to obtain pre-admission certification.

31
32 (2) Second Surgical Opinion. An individual covered under the State Health
33 Plan will be entitled to a second surgical opinion. If that opinion conflicts
34 with the first opinion the individual will be entitled to a voluntary third
35 surgical opinion. Second and third surgical opinions shall be subject to a
36 \$10 in-network office call fee or covered at 90% after the deductible if
37 obtained out-of-network.

38
39 Effective 10-1-08, second and third surgical opinions shall be subject to
40 a \$15 in-network office call fee or covered at 90% after the deductible if
41 obtained out-of-network.

42
43 (3) Home Health Care. A program of home health care and home care
44 services to reduce the length of hospital stay and admissions shall also
45 be available at the employee's option. This component requires that the
46 attending physician contact the third party administrator to authorize

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1 home health care service in lieu of a hospital admission or a continuation
2 of a hospital confinement.
3

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

- 26 (4) Alternative Delivery Systems. The State Health Plan shall also provide
27 hospice care and birthing center care benefits to employees and enrolled
28 family members. To be eligible for the hospice care benefit, the covered
29 individual must be diagnosed as terminally ill by the attending physician
30 and/or hospice medical director with a medical prognosis of six months
31 or less life expectancy. Covered hospice benefits include physical,
32 occupational, and speech language therapy; home health aid services;
33 medical supplies; and nursing care. Covered hospice benefits are not
34 subject to the individual deductible or any co-payment and will be paid
35 only for services rendered by federally certified or state licensed
36 hospices. Hospice services covered under the SHP will be continued.
37 Details of the covered service will be provided in the SHP booklet. Both
38 hospice care and birthing center care shall be available to employees at
39 their option in lieu of hospital confinement. Birthing center care is
40 covered under the delivery and nursery care benefit set forth in Appendix
41 G.
42

- 43
44 B. Prescription Drugs: Bargaining unit members who are covered by the State
45 Health Plan will be enrolled in the alternative prescription drug PPO.. The
46 Employer shall continue an optional mail order plan for maintenance

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1 prescription drugs. The employee co-pay shall be \$7 per prescription for
2 generic drugs and a \$15 co-pay per prescription for brand name drugs for
3 both the retail and mail order drug plans. The brand name co-payment level
4 will apply even when there is no generic substitute, as well as to DAW
5 prescriptions. Effective October 1, 2005, the employee co-pay for non-
6 preferred brand name drugs will be \$30.00.

7
8 Effective October 1, 2008, the plan will include the programs of: Generics
9 Preferred, Step Therapy and Drug Quantity Management. The employee co-
10 pay at retail shall be \$10 per prescription for generic drugs, \$20 per
11 prescription for preferred brand name drugs, and \$40 for non-preferred brand
12 name drugs. The employee co-pay for mail order shall be \$20 per prescription
13 for generic drugs, \$40 per prescription for preferred brand name drugs, and
14 \$80 for non-preferred brand name drugs. The brand name co-payment level
15 will apply even when there is no generic substitute, as well as to DAW
16 prescriptions. Under the Generics Preferred program, a prescription marked
17 DAW may result in an additional charge to the employee of the difference in
18 cost between the generic and the brand name drug dispensed.

19
20 Brand name drugs determined to be non-preferred because of the availability
21 of a generic equivalent or a therapeutically or chemically equivalent brand
22 name drug shall be so designated by the pharmacy and therapeutics
23 committee comprised of independent physicians across various specialties.
24 The State of Michigan shall have no decision making authority in such
25 determination.

26
27 Prescriptions purchased at non-participating pharmacies must be paid for by
28 the plan member who then remits receipts to the vendor for reimbursement.
29 The amount of the reimbursement will not exceed the amount the vendor
30 would have paid to a participating pharmacy and will not include the
31 applicable co-payment.

32
33 The member card shall identify all the participating pharmacies within a 30-
34 mile distance of the plan member's home address zip code or, if there are
35 more than 30 such participating pharmacies, the 30 participating pharmacies
36 that are closest to the plan member's home.

37
38 Zyban and Nicotrol nasal spray for smoking cessation shall be included under
39 the prescription drug benefit.

40
41 All maintenance drugs filled at a participating retail pharmacy will only be
42 approved up to a 34 day supply.

43
44 C. Mental Health/Substance Abuse Services: Benefits for in-patient and out-
45 patient mental health care and substance abuse services shall be as outlined
46 in Appendix G.

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1
2 If there is no network provider within a reasonable distance from the
3 member's home address (as determined by the director of the Employee
4 Benefits Division), the vendor will authorize payment for covered services
5 which are provided by a non-network provider as permitted under the State
6 Health Plan in effect prior to the implementation of the PPO.
7

8 The State Health Plan will maintain a system of alternative provider referrals
9 and equivalent covered expense reimbursement which assures that, at the
10 patient's option, network providers to whom the patient is referred are neither
11 state employees nor providing services to a state agency at a worksite where
12 the state employee is employed.
13

14 D. Hearing: The State's hearing care program shall continue to be a benefit
15 under the State Health plan. Such program shall include those benefits
16 currently provided, including audiometric exams, hearing aid evaluation tests,
17 hearing aids and fitting and binaural hearing aids when medically appropriate
18 subject to a \$10 office call fee for the examination and shall be available once
19 every 36 months unless hearing loss changes to the degree determined upon
20 advice by the State Health Plan's medical policy team and audiology
21 professionals. Effective October 1, 2008, the office call fee shall be \$15.
22

23 E. Wellness and Preventive Services: Wellness and preventive coverage in
24 accordance with the State Health Plan as outlined in Appendix G will be
25 subject to a maximum plan payment of \$1500 for in-network services per
26 individual per calendar year. There shall be no coverage for wellness and
27 preventive services received out-of-network.
28

29 Effective January 1, 2006, the cost for a colonoscopy exam (one every ten
30 years beginning at age 50), and the cost for childhood immunizations will not
31 be applied toward the calendar year maximum. These services will be
32 covered at 100% in-network with no deductible and out-of-network at 90%
33 after the deductible.
34

35 F. Weight Loss: Expenses of weight-loss clinic attendance are covered up to a
36 lifetime limit of \$300, if conditions are met as specified in either (1) or (2)
37 below:
38

39 (1) The employee or covered dependent is obese (defined as being more
40 than 100 pounds overweight or more than 50% over ideal weight), and
41 weight loss clinic attendance is prescribed by a licensed physician and
42 confirmed by a second opinion; or
43

44 (2) The employee or covered dependent is more than 50 pounds overweight
45 or more than 25% over ideal weight, has a diagnosed disease for which
46 excess weight is a complicating factor, and weight-loss clinic attendance is

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1 prescribed by a licensed physician and confirmed by a second opinion.

2
3 Note: the \$300 amount will not apply to the State Health Plan deductible.

4
5 G. Orthopedic Inserts: Medically necessary orthopedic inserts for shoes, when
6 prescribed by a licensed physician are covered under the State Health Plan.
7 This benefit is included under the durable medical equipment benefit in
8 Appendix G.

9
10 H. Blood Storage: Storage costs for blood that is self-donated by an employee
11 or covered dependent in preparation for his/her own scheduled surgery is
12 covered by the State Health Plan subject to the individual deductible.

13
14 I. Disease Management Program: The Disease Management Program
15 currently known as Blue Health Connection shall be included under the State
16 Health Plan as a covered benefit on a voluntary basis.

17
18 J. Survivor Conversion Option: The State recognizes its obligations under
19 federal "COBRA" legislation in case of a "qualifying event", as defined by that
20 statute.

21
22 K. Health Risk Appraisal Program: The parties agree to continue extending the
23 health risk appraisal program to bargaining unit members during the term of
24 this Agreement.

25
26 L. Open Enrollment: There shall be an annual open enrollment period offered to
27 unit members in July or August of each year of this Agreement.

28
29 M. Smoking Cessation/Abatement Assistance: The State shall continue a
30 program for reimbursing employees for the fee they paid for enrolling in, and
31 completing, a smoking cessation/abatement program approved by their
32 appointing authority. The following conditions shall apply:

33
34 (1) The reimbursement will be available for the employee's participation
35 only. Expenses incurred by the employee's dependents are not
36 reimbursable, even if the employee paid part or all of them.

37
38 (2) The reimbursement shall be available on a one-time-only basis.

39
40 (3) The amount of the reimbursement shall not exceed \$50.00.

41
42 (4) The employee shall be required to produce proof satisfactory to the
43 appointing authority that the employee has completed the program, as
44 well as receipts for having paid the enrollment fee. No reimbursement
45 shall be required if a smoking cessation/abatement program is available
46 to the employee through his/her health care coverage at no additional

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1 charge.

2

3 (5) This program shall not be considered a part of the State Health Plan,
4 and reimbursements are not payable through the State Health Plan. The
5 reimbursement shall be paid to eligible employees by the departmental
6 employer.

7

8 Transdermal Patches: bargaining unit members shall continue to be eligible,
9 on a one-time-only basis, for reimbursement of the cost of transdermal
10 patches, less the \$2.00 co-payment, and accompanying smoking cessation
11 counseling not otherwise available as a covered benefit under the health
12 plan in which the employee is enrolled. An employee who has already
13 received reimbursement for transdermal patches under any program
14 sponsored by the State shall not be eligible for this benefit. Reimbursement
15 shall be made by the departmental employer.

16

17 N. Subrogation: In the event that a participant receives services that are paid by
18 the State Health Plan (SHP), or is eligible to receive future services under the
19 SHP, the SHP, shall be subrogated to the participant's rights of recovery
20 against, and is entitled to receive all sums recovered from, any third party
21 who is or may be liable to the participant, whether by suit, settlement, or
22 otherwise, to the extent of recovery for health related expenses. A participant
23 shall take such action, furnish such information and assistance, and execute
24 such documents as the SHP may request to facilitate enforcement of the
25 rights of the SHP and shall take no action prejudicing the rights and interests
26 of the SHP.

27

28 O. Reimbursement For Certain Services And Equipment: The reimbursement
29 for in-network and out-of-network private duty nursing and acupuncture
30 therapy shall be 90% after the deductible is met.

31

32 P. Office Visits And Consultations: Effective January 1, 2003 in-network office
33 visits and office consultations will be subject to a \$10 co-pay and will not be
34 applied toward the individual or family deductible. Out-of-network office visits
35 and office consultations shall be covered at 90% after the deductible is met.
36 Effective October 1, 2008, the co-pay for office visits and office consultations
37 shall be \$15.

38

39 Q. In-Network And Out-Of-Network Access: In-network and out-of-network
40 access is described in the Letter of Understanding and attached Rules for
41 Network Use in Appendix F.

42

43 R. Effective October 1, 2005, in-network chiropractic spinal manipulation will be
44 subject to a \$10 co-pay and will not be subject to the deductible. Effective
45 October 1, 2008, in-network chiropractic spinal manipulation will be subject to
46 a \$15 co-pay and will not be subject to the deductible. Out-of-network

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1 chiropractic spinal manipulation shall be covered at 90% after the deductible
2 is met.

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

8
9 **Section 3. Health Maintenance Organizations (HMOs).**

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

24
25 The parties agree to meet annually through the Labor-Management Health Care
26 Committee to discuss HMO costs and make recommendations for changes in
27 order to keep HMOs affordable.

28
29 **Section 4. Life Insurance.**

30 The Employer shall provide a state-sponsored group life insurance plan which
31 has a death benefit equal to 2.0 times annual salary rounded up to the nearest
32 \$1,000. The Employer shall pay 100% of the premium for this benefit.

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

40
41 The employee may choose one from among five levels of dependent coverage:

- 42
43
 - 44 • Spouse for \$1,500; child(ren) for \$1,000
 - 45 • Spouse for \$5,000; child(ren) for \$2,500
 - 46 • Spouse for \$10,000; child(ren) for \$5,000
 - Spouse for \$25,000; child(ren) for \$10,000

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- Spouse for \$0; child(ren) for \$10,000

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

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

Section 5. Long Term Disability Insurance.

The Employer shall maintain the existing long term disability insurance coverage, except that effective October 1, 2005, the eligibility period for Plan II claimants who remain totally disabled shall be reduced from age 70 to age 65, or for a period of 12-months, whichever is greater. Additionally, the benefit period for "mental/nervous" claims shall be limited to 24 months from the beginning of the time a claimant is eligible to receive benefits. This limitation does not apply to mental health claims where the claimant is under in-patient care. These changes shall only apply to new claims made on or after October 1, 2005.

The Employer shall continue to provide a rider to the existing LTD insurance program. All employees who are enrolled in the LTD insurance program shall automatically be covered by this rider. The rider shall provide a waiver of 100% of the health insurance (or HMO) premium while the enrolled employee is receiving LTD insurance benefits for a maximum of six (6) months. The Employer shall pay the entire cost of such rider. To thereafter continue health insurance (or HMO) coverage during the LTD-compensable period, the employee shall be responsible for remitting his/her share of the premium (if applicable). If not prohibited by the IRS, an employee whose LTD rider has expired, may transfer immediately to a state-employee spouse's health plan.

The LTD benefit shall be payable twice monthly for the first six months of disability; after six months, benefits shall be paid monthly.

An employee may "freeze" any sick leave accrued during the period when he/she is using up sick leave because of the disability which leads directly to receiving LTD benefits.

The monthly maximum benefit will be \$5000 for disabilities beginning after September 30, 2002.

Section 6. Group Dental Plans.

A. Except as provided in section 10 below, the Employer shall pay 95% of the applicable premium for employees enrolled in the State Dental Plan.

B. Benefits payable under the State Dental Plan will be as follows:

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

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1 (2) There shall be a yearly maximum benefit of \$1,500 per person, which
2 does not include orthodontics. For orthodontics there shall be a separate
3 \$1,500 lifetime maximum benefit.
4

5 C. Covered Dental Expenses: The State Dental Plan will pay for incurred claims
6 for employee and/or enrolled dependents at the applicable percentage of
7 either the actual fee or the usual, customary and reasonable fee, whichever is
8 lower, for the dental benefits covered under the State Dental Plan for each
9 covered person in each twelve (12) month period (fiscal year) exclusive of
10 orthodontics for which there is a separate lifetime maximum benefit.
11

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

13 Diagnostic Services:

- 14
- 15 • Oral examinations and consultations twice in a fiscal year.
- 16 • Effective October 1, 2005, oral exfoliative cytology (brush biopsy)
- 17 will be covered when warranted from a visual and tactile
- 18 examination.
19

20 Preventive Services:

21 Prophylaxis - teeth cleaning three times in a fiscal year.

22

23 Topical application of fluoride for children up to age 19, twice in a fiscal
24 year. Space maintainers for children up to age 14, unless an older age
25 is specifically authorized by the dental plan administrator.
26

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

28

29 Radiographs:

30

31 Bite-wing x-rays once in a fiscal year unless special need is shown to the
32 satisfaction of the dental plan administrator.
33

34 Full mouth x-rays once in a 5 year period unless special need is shown
35 to the satisfaction of the dental plan administrator.
36

37 Restorative Services:

38

39 Amalgam, silicate, acrylic, porcelain, plastic and composite restorations.
40

41 Gold inlay and outlay restorations.
42

43 Oral Surgery:

44 Extractions, including those provided in conjunction with orthodontic
45 services.
46

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- 1 Cutting procedures.
2
3 Treatment of fractures and dislocation of the jaw.
4 Endodontic Services:
5
6 Root canal therapy.
7
8 Pulpotomy and pulpectomy services for partial and complete removal of
9 the pulp of the tooth.
10
11 Periapical services to treat the root of the tooth.
12
13 Periodontic Services:
14 Periodontal surgery to remove diseased gum tissue surrounding the
15 tooth.
16
17 Adjunctive periodontal services, including provisional splinting to
18 stabilize teeth, occlusal adjustments to correct the biting surface of a
19 tooth and periodontal scaling to remove tartar from the root of the tooth.
20
21 Treatment of gingivitis and periodontitis diseases of the gums and gum
22 tissue.
23
24 (3) The following prosthodontic services will be paid at the 50% benefit
25 level:
26
27 Repair or rebasing of an existing full or partial denture.
28
29 Initial installation of fixed bridgework.
30
31 Initial installation of partial or full removable dentures (including
32 adjustments for 6 months following installation).
33
34 Construction and replacement of dentures and bridges (replacement of
35 existing dentures or bridges is payable when 5 years or more have
36 elapsed since the date of the initial installation).
37
38 (4) The following orthodontic services will be paid at the 60% benefit level:
39
40 Minor treatment for tooth guidance.
41
42 Minor treatment to control harmful habits.
43
44 Interceptive orthodontic treatment.
45
46 Comprehensive orthodontic treatment.

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1 Treatment of an atypical or extended skeletal case.

2 Post-treatment stabilization.

3
4
5
6 (5) Separate lifetime maximum of \$1,500 per enrollee:

7 Orthodontic services for dependents up to age 25, if dependent is a full-
8 time student; for enrolled employee and employee's spouse (if enrolled),
9 no maximum age.

10
11 D. Point Of Service PPO: Bargaining unit members and dependents enrolled in
12 the State Dental Plan may avail themselves of improved benefit levels at no
13 additional cost to the plan by utilizing dental care providers who are members
14 of the "dental point of service PPO." The benefit levels and co-payment
15 levels for specific services are as provided below. Enrolled employees and
16 dependents utilizing dental care providers who are not members of the dental
17 point of service PPO shall be subject to current coverage levels and benefits
18 described in subsections 2 and 3 of this section.

19
20

21 <u>Benefit</u>	22 <u>Current</u>	23 <u>Point of Service</u>
	24 <u>Level</u>	25 <u>PPO Level</u>
26 Diagnostic Services (Exams)	27 100%	28 100%
29 Preventive Services	30 100%	31 100%
32 Radiographs	33 90%	34 100%
35 Restorative (Fillings)	36 90%	37 100%
38 Oral Surgery (Extractions)	39 90%	40 100%
41 Endodontics	42 90%	43 100%
44 Periodontics	45 90%	46 100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%
Prosthodontics Repairs	50%	100%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,500	\$1,500
Lifetime Orthodontics Limit	\$1,500	\$1,500

40 E. Sealants: Application of sealants shall be a covered benefit for permanent
41 molars only, which must be free from restoration or decay at the time of
42 application. Sealants shall be payable only up to the age of 14 years.
43 Payments will be made on a per-tooth basis. No benefit shall be payable on
44 the same tooth within three years following a previous sealant application.
45 The dental plan will pay 50% of the reasonable and customary amount of the
46 sealant application charge, with the employee or covered dependent to pay

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1 the remainder of the charge. Under the dental point of service PPO, the plan
2 shall pay 70% of the charge.
3

4 F. Dental Maintenance Organization: The Employer shall continue to offer
5 bargaining unit employees the option of voluntarily enrolling in the dental
6 maintenance organization (DMO). The parties understand that the state-
7 approved service area for the DMO program encompasses only certain
8 geographical areas. The DMO will grant a properly completed out-of-area
9 waiver application from a unit member. The parties also understand that all
10 eligible dental services must be provided by a DMO network provider in order
11 for coverage to be in effect (except for emergency treatment for the
12 immediate relief of pain and suffering when the enrollee is more than fifty
13 miles from a participating provider, which will be reimbursed at fifty percent
14 (50%) of the usual, customary and reasonable rate of the non-participating
15 provider).
16

17 G. Preventive Dental Plan: A preventive dental plan will continue to be
18 made available as a voluntary option for employees under the flexible benefits
19 plan provided for in Section 8 of this Article.
20

21 H. Open Enrollment: An annual open enrollment period shall be provided to all
22 employees in July or August of each year of this Agreement.
23

24 **Section 7. Vision Care Plan.**

25 Except as provided in section J. below, the Employer will provide a vision care
26 plan paying one hundred percent (100%) of the applicable premium for
27 employees and dependents enrolled in the plan.
28

29 A. Participating Providers: Benefits payable under the plan for participating
30 providers will be as follows:
31

32 (1) Examination -- payable once in any twelve (12) month period with an
33 employee co-payment of \$5.00.
34

35 (2) Lenses and frames -- payable once in any twenty-four (24) month period
36 with an employee co-payment of \$7.50 for eyeglass lenses and frames
37 and \$7.50 for medically necessary contact lenses. However, the benefit
38 interval (for participating providers) shall be once in a 12-month period, if
39 there has been a prescription change. The maximum diameter measure
40 of covered lenses shall be 71 millimeters.
41

42 (3) Contact lenses not medically necessary -- the plan will pay a maximum
43 of \$90 and the employee shall pay any additional charge of the provider
44 for such lenses. The co-payment provision under B. is not required.
45

46 Medically necessary means (1) the member's visual acuity cannot

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1 otherwise be corrected to 20/70 in the better eye; or (2) the member has
2 one of the following visual conditions: keratoconus, irregular astigmatism
3 or irregular corneal curvature.

4
5 The maximum benefit paid for eyeglass frames to participating providers
6 shall be the provider's costs or \$25, whichever is less, plus dispensing
7 fee.

8
9 **B. Non-Par Providers:** Payments for non-participating providers will be as
10 follows:

11
12 (1) For vision testing examinations: Once in any twelve (12) month period,
13 the plan will pay 75% of the reasonable and customary charge after it
14 has been reduced by the member's co-payment of \$5.00.

15
16 (2) For eyeglass lenses: The plan will pay the provider's charge or the
17 amount set forth below, whichever is less.

18
19 a. Regular Lenses:

20 Single Vision.....\$13.00/Pair
21 Bifocal.....20.00/Pair
22 Trifocal.....24.00/Pair

23
24 b. Contact Lenses:

25 Medically necessary as defined in subsection C. above ..\$96.00/Pair
26 Not medically necessary..... \$40.00/Pair

27
28 c. Special Lenses:

29 For covered special lenses (e.g., aphatic, lenticular and aspheric) the
30 plan will pay 50% of the provider's charge for the lenses or 75% of
31 the average covered vision expense benefits paid to participating
32 providers for comparable lenses, whichever is less.

33
34 d. Additional charges for plastic lenses:

35 \$ 3.00/pair, plus benefit provided above for covered lenses.

36
37 e. Additional charges for tints equal to rose tints:

38 #1 and #2..... \$3.00/pair

39
40 f. Additional charges for prism lenses..... ..\$2.00/pair

41 When only one lens is required, the plan will pay one-half of the
42 applicable amount per pair shown above.

43
44 (3) For eyeglass frames: The plan will pay the provider's charges or \$14.00,
45 whichever is less.

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

3
4 **Section 8. Flexible Benefits Plan.**

5 A flexible benefits plan shall be offered to all bargaining unit members during the
6 annual enrollment process and shall be effective the first full pay period in the
7 new fiscal year.

8
9 The plan will consist of the group insurance programs with various options
10 available to bargaining unit members. Financial incentives will be paid to
11 employees who select: a catastrophic health plan rather than the standard health
12 plan coverage, a preventive dental coverage rather than the standard state
13 dental plan or reduced life insurance coverage (one times salary or \$50,000
14 rather than two times salary). In addition, members who elect no health care or
15 dental coverage will receive a financial incentive.

16
17 Changes in benefit selections may be made by employees each year during the
18 annual enrollment process or when there is a change in family status as defined
19 by the IRS.

20
21 Incentives are paid each year and are the same regardless of an employee's
22 category of coverage. For example, an employee enrolled in employee-only
23 coverage electing the catastrophic health plan for FY05-06 will receive \$1,300 as
24 will an employee enrolled in full-family coverage electing the catastrophic health
25 plan.

26
27 Incentives to be paid during each fiscal year will be determined in conjunction
28 with the annual rate setting process. The amount of the incentive to be paid to
29 employees selecting the lower-level life insurance coverage is based on an
30 individual's annual salary and the rate per \$1,000 of coverage, and therefore may
31 differ from employee to employee. Financial incentives under the flexible
32 benefits plan to employees electing catastrophic health, no health care, and/or
33 reduced life plan will be paid on a biweekly basis. Those choosing the
34 preventive dental plan or no dental plan will receive a lump sum payment.

35
36 **Section 9. Insurance Premiums While On Layoff And Leave Of Absence.**

37 An employee actually separated by reason of layoff from state employment, on
38 an indefinite basis, may elect to prepay the employee's share of premiums for
39 health, dental, vision and life insurance coverage for the two (2) additional pay
40 periods after layoff, by having such premiums deducted from the paycheck
41 covering the final pay period in pay status. The Employer shall pay the
42 Employer's share of premiums for health, dental and life insurance coverage for
43 two (2) pay periods for any employee who elects this option.

44 Such coverage for health, dental, vision and life insurance shall continue
45 uninterrupted for the two (2) pay periods referred to above. Election of this
46 option shall not affect the eligibility of the employee to thereafter continue

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1 insurance coverage for the remaining period of continuation coverage by directly
2 paying the entire premiums therefor in accordance with current practice.

3
4 The maximum continuation coverage period for each insurance program shall be
5 as follows: health -- 3 years; dental -- 18 months; vision care -- 18 months; life --
6 1 year.

7
8 Permanent full-time employees who do not use the entire two (2) pay periods
9 because of recall, or otherwise returning to state employment on a permanent
10 basis, shall retain this option for full use once in a fiscal (contract) year.

11
12 Nothing herein diminishes the rights of a laid-off employee under federal
13 "COBRA" legislation.

14
15 **Section 10. Group Insurance Premiums For Less Than Full-Time**
16 **Employees.**

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

19
20 Employees hired on or after January 1, 2000 who are appointed to a position with
21 a regular work schedule consisting of 40 hours or less per biweekly pay period
22 shall pay fifty percent (50%) of the premium for health, dental and vision
23 insurance. This shall not apply to an employee appointed to a permanent-
24 intermittent position. Eligibility for enrollment shall be in accordance with current
25 contractual provisions.

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

32
33 **Section 11. Flexible Compensation Plan.**

34 The Employer's pre-tax dollar deduction program is extended to bargaining unit
35 employees. Under such a program, employee contributions for premiums for
36 health insurance and dental insurance shall be made after FICA calculations, but
37 before income tax withholding calculations are made.

38
39 Bargaining unit members shall be offered the option to participate in the State of
40 Michigan dependent care and/or medical spending accounts authorized by, and
41 established by the state in accordance with, current section 125 of the U.S.
42 Internal Revenue Service Code.

43
44 **ARTICLE 27**
45 **Miscellaneous Benefits and Expense Reimbursement**
46

1 **Section 1. Retirement Benefits.**

2 By virtue of state employment, bargaining unit employees are members of the
3 State Employee's Retirement System, which the parties recognize is regulated
4 entirely by statute. It is not the intent of the parties to alter retirement regulations
5 or entitlements through this contract.
6

7 The Employer agrees to supply unit employees with a current copy of the
8 information booklet published by the State which describes the retirement
9 system, upon individual employee request.
10

11 **Section 2. Tuition Reimbursement.**

12 Only to the extent that funds have been legislatively appropriated and allocated
13 by the departments, specifically for tuition reimbursement, the Employer agrees
14 to establish a system of tuition reimbursement for employees. The Employer
15 agrees to notify the Union upon request of the amount of money allocated by
16 Department for such purpose and of any changes in such allocation.
17

18 Reimbursement shall apply only to the per credit hour cost of tuition and lab fees
19 but shall not apply to miscellaneous fees, books or supplies. Selection among
20 eligible applicants, and proportion of reimbursement shall be determined by the
21 Employer. Employees selected for such tuition reimbursement program shall be
22 reimbursed upon presenting written documentation of successful completion of
23 the course.
24

25 Tuition reimbursement shall not be made unless the course pertains to the
26 employee's current occupation. No employee shall receive reimbursement for
27 more than one course in any one semester or term, except that employees in the
28 Department of Transportation shall be reimbursed in accordance with provisions
29 of Guidance Document 10138 Dated 01/01/04.
30

31 The procedures to be used for application, approval and verification of successful
32 completion shall be established by Departments. The Employer agrees that any
33 system adopted will attempt to treat similarly situated employees fairly.
34

35 The provisions of this Article shall not apply in those cases where the Employer
36 requires employees to take a course(s) as part of their assigned duties.
37

38 **Section 3. Educational Training Fund.**

39 Effective October 1, 2008, the Employer shall establish a Technical Unit
40 Educational Training Fund in the amount of \$50,000 to be administered jointly by
41 the Union and the Employer. On October 1, 2009, \$50,000 will be added to the
42 fund. On October 1, 2010, \$50,000 will be added to the fund. Money not used
43 carries over to the next fiscal year.

44 **Section 4. Travel and Moving Expense Reimbursement.**

45 A. Those employees covered by the State Standardized Travel Regulations shall
46 be reimbursed for travel expenses for actual expenses incurred, and

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1 supported by receipts, up to the maximum amount allowed in accordance with
2 the Standardized Travel Regulations and implementing rules which are in
3 effect on the date(s) of travel
4

5 Departmental exceptions previously granted to the Standardized Travel
6 Regulations shall be applicable, unless expressly altered in this Agreement,
7 for actual expenses incurred, as supported by receipts, up to the maximum
8 amount allowed. In those situations where the Employer has not secured the
9 lodging for an employee, employees shall make a reasonable effort to secure
10 lodging at the rates specified below. However, if an employee has not been
11 able to secure lodging at the specified rate, such employee may request
12 reimbursement for the actual amount. Departments shall not unreasonably
13 deny such reimbursement requests nor shall departments unreasonably delay
14 processing the reimbursement.
15

16 B. Relocation expense reimbursement for eligible employees shall be as
17 provided for in Appendix E.
18

19 C. Parking Charges While on State Business: Any employee who must drive
20 their personal vehicle to a State car-pool for the purpose of picking up a State
21 car for official travel shall be reimbursed for the parking of their private
22 vehicles if free parking is not available. Such expense is reimbursable as a
23 regular item of travel expense provided a State vehicle is requisitioned and
24 used on the same day or days. This item is for parking costs that are caused
25 by travel status. There will be no reimbursement for normal everyday parking
26 cost that the employee pays when he/she is not in travel status.
27

28 D. Relocation Expenses MDOT Employees: MDOT employees who accept a
29 promotion and relocate at least 25 miles closer to their official work station
30 shall be eligible for relocation expense reimbursement in accordance with
31 Appendix E of this Agreement.
32

33 E. Eligibility for Subsistence Allowance at Temporary Work Station in the
34 Department of Transportation - Clarification of Distance Requirements:
35

36 (1) "Subsistence" is defined as lodging and meals. Subsistence
37 reimbursement is not authorized at a temporary work station (TWS)
38 within 25 regulation miles of the employee's official work station (OWS).
39

40 (2) Transportation's Modified Travel Regulations (Rev. 10/1/86), Schedule II
41 Field Employees shall regain eligibility for travel subsistence expense
42 reimbursement (first 60 day rate) when the cumulative distance from the
43 employee's "new" temporary work station (TWS) to the employees
44 "original" TWS is equal to or greater than 25 regulation miles.
45

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1 (3) In the event an employee regains eligibility for travel subsistence
2 expense reimbursement (first 60 day rate) under paragraph #2, the
3 employee's "new" TWS will be considered an "original" TWS for the
4 purposes of eligibility for travel expense reimbursement under the first 60
5 day rate.

6
7 (4) Any point (TWS) at which the employee is eligible for travel subsistence
8 reimbursement (first 60 day rate) is an "original" TWS.

9
10 **EXAMPLE:** Employee's home and official work station is in Clare:

11
12 a. First TWS is 50 regulation miles from OWS. Eligible for travel
13 subsistence reimbursement for the first 60 days at this TWS. This
14 TWS is now an "original" TWS.

15
16 b. Employee's next TWS is 10 miles away from "original" TWS. Does
17 not regain eligibility for travel subsistence reimbursement at this
18 "new" TWS.

19
20 c. Employee's next "new" TWS is 10 miles away from previous TWS
21 (and 20 miles away from "original" TWS). Does not regain eligibility
22 for travel subsistence reimbursement.

23
24 d. Employee's next "new" TWS is 10 miles away from previous TWS
25 (and 30 miles away from "original" TWS). Does regain eligibility for
26 up to 60 days of travel subsistence reimbursement. This TWS is now
27 an "original" TWS from which further moves will be measured for
28 purposes of this policy.

29
30 **Section 5. MDOT Civil Engineer and Technician Co-op Programs.**

31 The total number of persons hired and working under these programs at any one
32 time may not exceed 450.

33
34 A. Employees participating in these programs shall be covered by the following
35 provisions of this Agreement:

36
37 Article 1; Article 2 (except as Section 1 is modified in this Section); Articles 3,
38 4, and 5; Article 8, Section 4; Article 9 (with the same rights as other
39 probationary employees); Articles 10 and 11; Articles 14 and 15; Article 17;
40 Articles 19, 20, 21, 22, 23, 24, and 25; Article 27, Section 4; Articles 28 and
41 29; and all applicable Letters of Understanding, Agreements, or other
42 documents which are part of or pertain to the Contractual Provisions listed
43 herein.

44 B. Effective January 1, 1990, the Michigan Department of Transportation will pay
45 a tuition stipend of \$100 for the term or semester that an employee
46 participating in the two year Technician Co-op program is taking classes on a

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1 full-time basis. The employee must be enrolled in a program accredited by
2 the Department and maintain a grade point average of 2.0 to participate in the
3 Technician Co-op program. These payments will be made at the conclusion
4 of the school term or semester.

5
6 C. Upon employment in permanent positions within the Technical Unit with the
7 Department of Transportation, participants in the Civil Engineer or Technician
8 Co-op programs shall have their previous employment in the Co-op programs
9 credited as continuous service hours under Article 12 of this Agreement.

10
11 D. These co-op positions shall not be filled at any work site where there are
12 permanent Construction Aide or Construction Tech employees on involuntary
13 layoff or involuntary reduction in hours until and unless such permanent
14 employees have been offered recall.

15
16 E. No permanent Construction Aide or Construction Tech employee shall be
17 involuntarily laid off at any work site where these co-op employees remain
18 employed.

19
20 F. If permanent Construction Aide or Construction Tech employees are placed on
21 involuntary hours reduction at any work site where these co-op employees
22 are employed, such co-op employees shall participate fully and equally in
23 such hours reduction.

24
25 G. Overtime at a project site shall be first offered to permanent employees
26 before it is offered to co-op employees.

27
28 **Section 6. VDT/CRT Prescription Lenses/Frames Benefit.**

29 Effective October 1, 1989, VDT/CRT operators who, while operating a VDT/CRT,
30 require prescription corrective lenses which are different than those normally
31 used, shall be eligible for reimbursement for lenses and frames on an annual
32 basis at the rates provided herein. Such reimbursement shall be made by the
33 departmental employer. The lenses and frames are in addition to those provided
34 under the vision care insurance. In order to be eligible for this additional
35 reimbursement, employees must utilize a VDT/CRT more than 50% of the time.

36
37 **Section 7. Qualified 401(k) Tax-Sheltered Plan.**

38 Employees in this Bargaining Unit shall be eligible to participate in a qualified
39 401(k) tax-sheltered plan.

40
41 **Section 8. Limited Term Appointments.**

42 When an employee has been in the same limited term appointment for 4,160
43 continuous service hours, the employee shall be made permanent, unless the
44 employee is working in a project which has an established ending date. This
45 provision shall not apply in the case of a continuing state classified employee

1 who accepts an appointment to a limited term position, except as specified in
2 Article 13, Section 1.b.

3
4 **Section 9. Payroll Deductions and Remittance for Michigan Educational**
5 **Trust.**

6 The parties recognize that the State has offered state employees the opportunity
7 for payroll deduction in conjunction with individual employee's participation in the
8 Michigan Educational Trust (M.E.T.) Program . Members of the Bargaining Unit
9 who are M.E.T. participants will be offered the opportunity to individually initiate
10 enrollment in such state program.

11
12 It is understood that initiation and continuation of the M.E.T. payroll deduction
13 program is subject to the provisions of applicable statutes and regulations, and
14 will be administered in accordance with such laws and regulations. If either the
15 State or Michigan Education Trust determines to alter, amend, or terminate such
16 M.E.T. payroll deduction program, the State will provide the Technical Unit
17 advance notice and, upon request, meet to review and discuss the reasons for
18 such actions prior to their implementation.

19
20 For purposes of administering contractual union security provisions and payroll
21 accounting procedures, it is understood and agreed that such M.E.T. deduction,
22 if and when individually authorized by the employee, will be taken only when the
23 employee has sufficient residual earnings to cover it after deductions for any
24 applicable employee organization membership dues or service fees have been
25 made.

26
27 **Section 10. Pre-Tax Parking/Transportation Benefit.**

28 The parking/transportation benefit authorized by the internal revenue code allows
29 employees to pay parking or transportation expenses out of pre-tax income
30 under certain circumstances. Taking advantage of the parking/transportation
31 benefit reduces an employee's taxable income, and therefore could slightly
32 reduce the amount of the employee's social security benefit.

- 33
34 1. For bargaining unit employees who pay for parking through payroll
35 deduction, the employer will implement the pre-tax payroll deduction
36 benefit effective with the August 16, 2001 pay date. Prior to
37 implementation, employees will be offered the opportunity to opt out of the
38 benefit (i.e., to continue payroll deduction from after-tax income).
39
40 2. As soon as administratively feasible, bargaining unit employees who do
41 not have payroll deduction for parking will be offered the opportunity to
42 establish an account for the purpose of reimbursing out-of-pocket parking
43 expenses. The employee determines the amount of pre-tax income to set
44 aside, and then submits parking receipts for reimbursement from this
45 account.

- 1 3. If permitted under the IRS code, the employer will offer the opportunity to
2 establish pre-tax reimbursement accounts to bargaining unit employees
3 who use van pools, buses, or other forms of mass transportation to
4 commute to and from work. Additional research is required to determine
5 whether this benefit can be offered.
6

**ARTICLE 28
No Strike -- No Lockout**

7
8
9
10 **Section 1. Prohibition.**

11 During the term of this Agreement, neither the Union nor its agents or any
12 employee, for any reason, will authorize, institute, aid, condone or engage in a
13 slowdown, work stoppage, strike, or any other interference with the work and
14 statutory functions or obligations of the Employer.
15

16 During the term of this agreement, neither the Employer nor its agents for any
17 reason shall authorize, institute, aid, or promote any lockout of employees
18 covered by this Agreement, unless there is a violation of the no-strike prohibition.
19

20 **Section 2. Affirmative Duty.**

21 The Union agrees to notify all Union officers, stewards and representatives of
22 their obligation and responsibility for maintaining compliance with this Article,
23 including their responsibility to remain at work during any interruption which may
24 be caused or initiated by others, and to affirmatively encourage employees
25 violating Section 2 to return immediately to the full, faithful performance of duties.
26

27 **Section 3. Disciplinary Actions.**

28 The Employer retains the right to discharge or otherwise discipline any, all, or
29 particular groups of employees who violate Section 1, and any employee who
30 fails to carry out his/her responsibilities under Section 2, and the Union will not
31 resort to the grievance procedure on such employee's behalf, except as to
32 questions of fact.
33

34 **Section 4. Remedies.**

35 The Employer retains the right to pursue such remedies as are available to it
36 under law.
37
38
39
40
41
42
43

**ARTICLE 29
Drug and Alcohol Testing**

1 **Section 1. Definitions.**

2 As used in this article:

3
4 A. **Alcohol test** means a chemical or breath test administered for the
5 purpose of determining the presence or absence of alcohol in a person's
6 body.

7
8 B. **Drug** means a controlled substance or a controlled substance analogue listed
9 in schedule 1 or schedule 2 of part 72 of the Michigan public health code, Act
10 No. 368 of the Public Acts of 1978, being sections 333.7201, *et seq.*, of the
11 Michigan Compiled Laws, as may be amended from time to time.

12
13 C. **Drug test** means a chemical test administered for the purpose of determining
14 the presence or absence of a drug or metabolites in a person's bodily fluids.

15
16 D. **Random selection basis** means a mechanism for selecting test-designated
17 employees for drug tests and alcohol tests that (1) results in an equal
18 probability that any employee from a group of employees subject to the
19 selection mechanism will be selected and (2) does not give the Employer
20 discretion to waive the selection of any employee selected under the
21 mechanism.

22
23 E. **Reasonable suspicion** means a belief, drawn from specific objective facts
24 and reasonable inferences drawn from those facts in light of experience, that
25 an employee is using or may have used drugs or alcohol in violation of a
26 departmental work rule or a civil service rule or regulation. By way of
27 example only, reasonable suspicion may be based upon any of the following:

28
29 (1) Observable phenomena, such as direct observation of drug or alcohol use
30 or the physical symptoms or manifestations of being impaired by, or under
31 the influence of, a drug or alcohol.

32
33 (2) A report of on-duty or sufficiently recent off-duty drug or alcohol use
34 provided by a credible source.

35
36 (3) Evidence that an individual has tampered with a drug test or alcohol test
37 during employment with the State of Michigan.

38
39 (4) Evidence that an employee is involved in the use, possession, sale,
40 solicitation, or transfer of drugs or alcohol while on duty, while on the
41 Employer's premises, or while operating the Employer's vehicle,
42 machinery, or equipment.

43
44 F. **Rehabilitation program** means an established program to identify, assess,
45 treat, and resolve employee drug or alcohol abuse.

46

1 G. **Test-designated employee** means an employee who occupies a test-
2 designated position.

3
4 H. **Test-designated position** means any of the following:

5
6 (1) A safety-sensitive position in which the incumbent is required to possess a
7 valid commercial driver's license or to operate a commercial motor
8 vehicle, an emergency vehicle, or dangerous equipment or machinery.

9
10 (2) A position in which the incumbent possesses law enforcement powers or
11 is required or permitted to carry a firearm while on duty.

12
13 (3) A position in which the incumbent, on a regular basis, provides direct
14 health care services to persons in the care or custody of the state or one
15 of its political subdivisions.

16
17 (4) A position in which the incumbent has regular unsupervised access to and
18 direct contact with prisoners, probationers, or parolees.

19
20 (5) A position in which the incumbent has unsupervised access to controlled
21 substances.

22
23 (6) A position in which the incumbent is responsible for handling or using
24 hazardous or explosive materials.

25
26 (7) Another position agreed to in secondary negotiations.

27
28 **Section 2. Prohibited Activities.**

29 An employee shall not do any of the following:

30
31 A. Consume alcohol while on duty.

32
33 B. Consume drugs while on duty, except pursuant to a lawful prescription issued
34 to the employee.

35
36 C. Report to duty or be on duty with a prohibited level of alcohol or drugs present
37 in the employee's bodily fluids.

38
39 D. Refuse to submit to a required drug test or alcohol test.

40
41 E. Interfere with any testing procedure or tamper with any test sample.

42
43 **Section 3. Testing Employees.**

44 The Employer may require an employee, as a condition of continued
45 employment, to submit to a drug test or an alcohol test, as provided in this
46 Article.

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A. Tests Authorized:

- (1) Reasonable Suspicion Testing. An employee shall be required to submit to a drug test or an alcohol test if there is reasonable suspicion that the employee has violated this Article.
- (2) Preappointment Testing. An employee not occupying a test-designated position shall submit to a drug test if the employee is selected for a test-designated position.
- (3) Follow-up Testing. An employee shall submit to an unscheduled follow-up drug test or alcohol test if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a preappointment drug test, or was disciplined for violating this rule.
- (4) Random Selection Testing. A test-designated employee shall submit to a drug test and an alcohol test if the employee has been selected for testing on a random selection basis.
- (5) Post-incident Testing. A test-designated employee shall submit to a drug test or an alcohol test if there is evidence that the test-designated employee may have caused or contributed to an on-duty accident or incident resulting in death, or serious personal injury requiring immediate medical treatment, that arises out of any of the following:
 - a. The operation of a motor vehicle.
 - b. The discharge of a firearm.
 - c. A physical altercation.
 - d. The provision of direct health care services.
 - e. The handling of dangerous or hazardous materials.

B. Limitations On Certain Tests:

- (1) Test Selection. An employee subject to testing under this rule may be required to submit only to a drug test, only to an alcohol test, or to both tests. However, preappointment testing shall be limited to drug testing.
- (2) Limitations On Follow-up Testing. The Employer may require an employee who is subject to follow-up testing to submit to no more than six unscheduled drug or alcohol tests within any twelve-month period.

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1 (3) Limitations On Random Selection Testing. The number of drug tests
2 conducted in any one year on a random selection basis shall not exceed
3 fifteen percent (15%) of the number of all test-designated positions. The
4 number of alcohol tests conducted in any one year on a random
5 selection basis shall not exceed fifteen percent (15%) of the number of
6 all test-designated positions.
7

8 (4) Limitations On Reasonable Suspicion Testing. Before an employee is
9 subject to reasonable suspicion testing, a trained supervisor must
10 document the basis for the reasonable suspicion. In addition, an
11 employee shall not be subject to a reasonable suspicion test until the
12 Employer-designated drug and alcohol testing coordinator (DATC), or
13 the DATC's designee, has given express, individualized, approval to
14 conduct the test.
15

16 **Section 4. Drug and Alcohol Testing Protocols.**

17 A. Drug Testing Protocol: The Employer will adopt the current "Mandatory
18 Guidelines for Federal Workplace Drug Testing Programs," as amended,
19 issued by the U.S. Department of Health and Human Services (the "HHS
20 Drug Guidelines") as the protocol for drug testing under this Article.
21

22 B. Alcohol Testing Protocol: The Employer will adopt the alcohol testing
23 provisions of the current "Procedures for Transportation Workplace Drug and
24 Alcohol Testing Programs," as amended, issued by the U.S. Department of
25 Transportation (the "DOT Alcohol Guidelines") as the protocol for alcohol
26 testing under this Article.
27

28 C. Changes In Protocol: During the term of this Agreement, the parties may
29 agree to amend the protocols without the further approval of the Civil Service
30 Commission to include any final changes to the HHS Drug Guidelines or the
31 DOT Alcohol Guidelines that are published in the Federal Register and
32 become effective. If the parties agree to adopt any such final changes, the
33 parties shall notify the State Personnel Director in writing of the changes and
34 their effective date. Any other change in the protocols requires the approval
35 of the Civil Service Commission.
36

37 **Section 5. Prohibited Levels of Drugs and Alcohol.**

38 A. Prohibited Levels Of Drugs: It is a violation of this Article for an employee to
39 test positive for any drug under the HHS Drug Guidelines at the time the
40 employee reports to duty or while on duty. A positive test result shall
41 constitute just cause for the Employer to discipline the donor.
42

1 B. Prohibited Levels Of Alcohol: It is a violation of this Article for an employee to
2 report to duty or to be on duty with a breath alcohol concentration equal to or
3 greater than 0.02. A confirmatory test result equal to or greater than 0.02
4 shall constitute just cause for the Employer to discipline the employee.
5

6 **Section 6. Penalties.**

7 A. The parties recognize the authority of the Employer to reprimand in writing,
8 suspend, discharge or take other appropriate disciplinary or corrective action
9 against an employee only for just cause. Discipline, when invoked, will
10 normally be progressive in nature; however, the employer shall have the right
11 to invoke a penalty which is appropriate to the seriousness of an individual
12 incident or situation. The Employer may impose discipline, up to and
13 including dismissal, for violation of this Article. All discipline for violation of
14 any provision of this Article shall be subject to the provisions of Article 10
15 regarding discipline.
16

17 B. An employee selected for a test-designated position shall not serve in the
18 test-designated position until the employee has submitted to and passed a
19 pre-appointment drug test. If the employee fails or refuses to submit to the
20 drug test, interferes with a test procedure, or tampers with a test sample, the
21 employee shall not be appointed, promoted, reassigned, recalled, transferred,
22 or otherwise placed in the test-designated position. The Department of Civil
23 Service shall also remove the employee from all employment lists for test-
24 designated positions and shall disqualify the employee from any test-
25 designated position for a period of three years. In addition, if the employee
26 interferes with a test procedure or tampers with a test sample, the employee
27 may also be disciplined by the Employer as provided in subsection (a). An
28 employee's qualification for appointment in the classified service is a
29 prohibited subject of bargaining and any complaint regarding action by the
30 Department of Civil Service shall be brought only in a Civil Service technical
31 appeal proceeding.
32

33 **Section 7. Self-Reporting.**

34 A. Reporting: An employee who voluntarily discloses to the Employer a problem
35 with controlled substances or alcohol shall not be disciplined for such
36 disclosure if, and only if, the problem is disclosed before the occurrence of
37 any of the following:
38

39 (1) For reasonable suspicion testing, before the occurrence of an event that
40 gives rise to reasonable suspicion that the employee has violated this rule.
41

42 (2) For preappointment testing, follow-up testing, and random selection
43 testing, before the employee is selected to submit to a drug test or alcohol
44 test.
45

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1 (3) For post-incident testing, before the occurrence of any accident that
2 results in post-accident testing.
3

4 B. Employer Action: After receiving notice, the Employer shall permit the
5 employee an immediate leave of absence to obtain medical treatment or to
6 participate in a rehabilitation program. In addition, the Employer shall remove
7 the employee from the duties of a test-designated position until the employee
8 submits to and passes a follow-up drug test or alcohol test. The Employer
9 may require the employee to submit to further follow-up testing as a condition
10 of continuing or returning to work.
11

12 C. Limitation: An employee may take advantage of the provisions of Article 29,
13 Section (7) no more often than two times while employed in the classified
14 service. An employee making a report is not excused from any subsequent
15 drug or alcohol test or from otherwise complying in full with this article. An
16 employee making a report remains subject to all drug and alcohol testing
17 requirements after making a report and may be disciplined as the result of
18 any subsequent drug or alcohol test, including a follow-up test.
19

20 **Section 8. Union Representation.**

21 If an employee is directed to submit to a reasonable suspicion drug or alcohol
22 test, the employee may confer with an available UTEA representative in person
23 (if available on site) or by telephone. However, such contact shall not
24 unreasonably delay the testing process.
25

26 **Section 9. Identification of Test-designated Positions.**

27 Each appointing authority shall first nominate classes of positions, subclasses of
28 positions, or individual positions to be test-designated. The State Employer shall
29 review the nominations and shall designate as test-designated positions all the
30 classes, subclasses, or individual positions that meet one or more of the
31 requirements of Section 1(H) of this Article. The designation by the State
32 Employer shall not be limited by or to the nominations or recommendations of the
33 appointing authority. The appointing authority shall give written notice of
34 designation to each test-designated employee and to the Union at least fourteen
35 (14) days before implementing the testing provisions of this rule.
36

37 The Union may file a grievance contesting the designation of a particular
38 position. However, an employee occupying a position designated as a test-
39 designated position who is given notice of the designation shall be subject to
40 testing as provided in this Article until a final and binding determination is made
41 that the employee is not occupying a test-designated position.
42

43 **Section 10. Coordination of Rule and Federal Regulations.**

44 The provisions of this Article are also applicable to employees subject to
45 mandatory Federal regulations governing drug or alcohol testing. However, in
46 any circumstance in which (1) it is not possible to comply with both this rule and

1 the Federal regulation or (2) compliance with this rule is an obstacle to the
2 accomplishment and execution of any requirement of the Federal regulation, the
3 employee shall be subject only to the provision of the Federal regulation.
4

**ARTICLE 30
Duration and Termination of Agreement**

Section 1.

9 This Agreement shall be effective following ratification by the members of the
10 SEIU Local 517M Technical Unit and approval by the Civil Service Commission
11 and shall continue in full force and effect from January 1, 2012 until midnight,
12 December 31, 2013.
13

14 The effective date of termination shall not be extended except by mutual
15 agreement of the Union and the State Employer and approval of the Civil Service
16 Commission.
17

18 For The Union

For The Office Of
the State Employer

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Appendix A
Technical Unit - List of Classes

1		
2		
3		
4	Aircraft Pilot-E	E12
5	Aircraft Pilot-A	13
6	Aviation Electronics Technician –E	9
7	Aviation Electronics Technician-E	10
8	Aviation Electronics Technician-E	E11
9	Aviation Electronics Technician-A	12
10	Dental Hygienist	E11
11	Dental Lab Technician-E	8
12	Dental Lab Technician-E	9
13	Dental Lab Technician-E	E10
14	Dental Lab Technician-A	11
15	Dental Lab Technician-SS	12
16	Drafting Assistant-E	6
17	Drafting Assistant-E	7
18	Drafting Assistant-E	E8
19	Drafting Technician-E	8
20	Drafting Technician-E	9
21	Drafting Technician-E	E10
22	Drafting Technician-A	11
23	Drafting Technician-SS	12
24	Engineering Assistant-E	6
25	Engineering Assistant-E	7
26	Engineering Assistant-E	E8
27	Engineering Assistant-A	9
28	Engineering Technician-E	8
29	Engineering Technician-E	9
30	Engineering Technician-E	E10
31	Engineering Technician-A	11
32	Engineering Technician-SS	12
33	Environmental Technician-E	8
34	Environmental Technician-E	9
35	Environmental Technician-E	E10
36	Environmental Technician-A	11
37	Environmental Technician-SS	12
38	Equipment Technician-E	8
39	Equipment Technician-E	9
40	Equipment Technician-E	E10
41	Equipment Technician-A	11
42	Equipment Technician-SS	12
43	Fingerprint Technician-E	7
44	Fingerprint Technician-E	8
45	Fingerprint Technician-E	E9
46	Fingerprint Technician-A	10

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1	Fisheries Assistant-E	6
2	Fisheries Assistant-E	E7
3	Fisheries Assistant-A	8
4	Fisheries Technician-E	8
5	Fisheries Technician-E	9
6	Fisheries Technician-E	E10
7	Fisheries Technician-A	11
8	Forensic Technician-E	8
9	Forensic Technician-E	9
10	Forensic Technician-E	E10
11	Forensic Technician-A	11
12	Forensic Technician-SS	12
13	Forest Technician-E	8
14	Forest Technician-E	9
15	Forest Technician-E	E10
16	Forest Technician-A	11
17	Forest Technician-SS	12
18	Geological Technician-E	8
19	Geological Technician-E	9
20	Geological Technician-E	E10
21	Geological Technician-A	11
22	Graphic Arts Designer-E	9
23	Graphic Arts Designer-E	10
24	Graphic Arts Designer-E	E11
25	Graphic Arts Designer-A	12
26	Graphic Arts Designer-SS	13
27	Laboratory Assistant-E	6
28	Laboratory Assistant-E	7
29	Laboratory Assistant-E	E8
30	Laboratory Assistant-A	9
31	Laboratory Glassware Worker-E	4
32	Laboratory Glassware Worker-E	E5
33	Laboratory Glassware Worker-A	6
34	Laboratory Technician-E	8
35	Laboratory Technician-E	9
36	Laboratory Technician-E	E10
37	Laboratory Technician-A	11
38	Laboratory Technician-SS	12
39	Media Production Specialist-E	P11
40	Pharmacy Assistant-E	E8
41	Photographer-E	9
42	Photographer-E	10
43	Photographer-E	E11
44	Photographer-A	12
45	Photo Services Assistant-E	6
46	Photo Services Assistant-E	7

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1	Photo Services Assistant-E	E8
2	Photo Services Assistant-A	9
3	Radio Communications Technician-E	8
4	Radio Communications Technician-E	9
5	Radio Communications Technician-E	E10
6	Radio Communications Technician-A	11
7	Radio Communications Technician-SS	12
8	Respiratory Therapy Technician-E	8
9	Respiratory Therapy Technician-E	9
10	Respiratory Therapy Technician-E	E10
11	Surveying Technician-E	8
12	Surveying Technician-E	9
13	Surveying Technician-E	E10
14	Surveying Technician-A	11
15	Transportation Aide	6
16	Transportation Aide	E7
17	Transportation Technician-A	11
18	Transportation Technician-E	8
19	Transportation Technician-E	9
20	Transportation Technician-E	E10
21	Transportation Technician-SS	12
22	Veterinary Technician-E	8
23	Veterinary Technician-E	9
24	Veterinary Technician-E	E10
25	Veterinary Technician-A	11
26	Water Quality Technician-E	8
27	Water Quality Technician-E	9
28	Water Quality Technician-E	E10
29	Water Quality Technician-A	11
30	Water Quality Technician-SS	12
31	Wildlife Technician-E	8
32	Wildlife Technician-E	9
33	Wildlife Technician-E	E10
34	Wildlife Technician-A	11
35	Wildlife Technician-SS	12
36	X-Ray Technician-E	8
37	X-Ray Technician-E	9
38	X-Ray Technician-E	E10
39	X-Ray Technician-A	11
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42		
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Appendix B Membership Card



MICHIGAN PUBLIC EMPLOYEES SEIU LOCAL 517M



PLEASE SELECT BARGAINING UNIT: **Technical Bargaining Unit (L32)**
 Human Services Support Bargaining Unit (E42)
 Scientific & Engineering Bargaining Unit (H21)

NAME: _____ MALE _____ FEMALE _____ EMP ID #: _____
 HOME ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____
 WORK EMAIL: _____ HOME EMAIL: _____
 WORK PHONE: _____ HOME PHONE: _____
 DEPARTMENT: _____ WORK LOCATION: _____ DATE HIRED: _____

PLEASE CHOOSE A CHAPTER LOCATION WHERE YOU WOULD LIKE TO ATTEND MEETINGS:

CHAPTER # & LOCATION

- ___ 1 Escanaba/Marquette (UP-West)
- ___ 2 Newberry (UP-East)
- ___ 3 Cadillac Area
- ___ 4 Grayling/Gladwin/Roscommon Areas
- ___ 5 Grand Rapids Area
- ___ 6 Saginaw/Tri-Cities Area
- ___ 7 Kalamazoo/Plainwell Area
- ___ 8 Jackson/Ann Arbor Area
- ___ 9 Lansing - Labor & Economic Growth
- ___ 10 Lansing - North MLK Blvd.
- ___ 11 Lansing - MDOT - Design/Local Services
- ___ 12 Lansing - Secondary Complex & MSP Lab
- ___ 13 Lansing - MDOT - Traffic & Safety

CHAPTER # & LOCATION *(continued)*

- ___ 14 Lansing - MDOT - Planning
- ___ 15 Lansing - DEQ - ADD, GUMD
- ___ 16 Lansing - DEQ - Water, ESSD, OCL
- ___ 17 Lansing - DEQ - WHMD & RRD
- ___ 18 Lansing AGR Lab
- ___ 19 Oakland/Macomb/St. Clair Counties
- ___ 20 Wayne County
- ___ 21 Lansing District Off. & Agri Downtown
- ___ 22 Cadillac Place
- ___ 23 Fisher Building, Detroit (HSS Only)
- ___ 24 Saginaw (HSS Only)
- ___ 25 Grand Rapids (HSS Only)
- ___ 26 All Other Downtown Lansing Departments
IDLEO, DNR, DMS, DMA, FIA

SIGNATURE: _____ **DATE:** _____

FILL OUT COMPLETELY & RETURN TO: SEIU LOCAL 517M, 1020 E MICHIGAN AVE, LANSING, MI 48912

VISIT US ON OUR WEBSITE AT: www.seiu517m.org

Rev Oct 2011

MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M Authorization for Payroll Deduction

MISU	Employee ID #	Specify Bargaining Unit		
		HSS (E42): EE01	S&E (H21): EH01	Tech (L32): EL01

I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$25.00 in advance of each two-week pay period from any earned accrued wages due me, until revoked by written notice, until remitted same to Michigan Public Employees, SEIU Local 517M for payment of my Union dues. Consent is additionally hereby given to increase or decrease this deduction each two week period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee: _____

Name (Please Print): _____ Department: _____

*Dues, fees, and contributions to SEIU Local 517M are needed to fulfill our charitable contributions for federal contract purposes. Dues include SEIU Local 517M dues and membership in Business Employees, and may be deductible to federal income tax if subject to the rules and limitations imposed by the Internal Revenue Code.

3

Appendix C

**MICHIGAN PUBLIC EMPLOYEES, SEIU Local 517M - Technical Bargaining Unit
Authorization for Service Fee Payroll Deductions**

	SS# or Employee ID Number	Deduction Code				
MISU		<table border="1" style="border-collapse: collapse; width: 100%;"><tr><td style="padding: 2px 5px;">E</td><td style="padding: 2px 5px;">L</td><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">2</td></tr></table>	E	L	0	2
E	L	0	2			

I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$20.51 in advance of each two-week pay period from any earned wages due me, until revoked by written notice, and to remit the same to the Michigan Public Employees, SEIU Local 517M for payment of my Service Fee Deduction. Consent is additionally hereby given to increase or decrease the specific sum of \$20.51 deduction each two-week pay period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee _____

Name (*Please Print*) _____ Department _____

"Dues, fees, and assessments to SEIU 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code."

Appendix D

Departmental Layoff Units and Bumping Sequence

1. Departmental Layoff Units

In accordance with the provisions of Article 13 of this Agreement, the following represents the designated layoff units for Department/Agencies which employ members of this Unit unless altered through secondary negotiations.

- A. Department of Transportation:
region, except for the Lansing area which will include the Secondary Complex and the Bureau of Aeronautics as one layoff unit.
- B. Department of Natural Resources:
County
- C. Department of Agriculture/Department of Environmental Quality:
County
- D. Departments of State Police/Management and Budget:
County, except that Ingham and Eaton shall be one layoff unit.
- E. Department of Community Health:
County
- F. In the following Departments, layoff units shall be the geographical or organizational entity as defined in the employment preference plans on file with Civil Service unless altered through secondary negotiations.

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Department of Corrections
Department of Consumer and Industry Services
Department of Civil Service
Department of Education
Unemployment Agency
Department of Military and Veterans Affairs
Department of State
Department of Information Technology
Department of Labor And Economic Growth
Department of Treasury
Department of History, Arts and Library
Department of Human Services

2. Bumping Procedure

Employees of this Unit, if exercising their option to bump, shall do so in the sequence provided herein unless altered through secondary negotiations.

A. Department of Transportation/Management and Budget:

- (1) The employee shall have the right to first bump laterally within his/her current class/level in his/her layoff unit.
- (2) If a lateral bump as provided in A1 above is unavailable, the employee may bump at the next and successively lower levels within his/her current class series within his/her layoff unit if available. If not, the employee may bump at the next and successively lower levels statewide.

B. Departments of Agriculture/State Police/Environmental Quality/Community Health/Natural Resources:

- (1) The employee shall have the right to first bump laterally in his/her current class/level within his/her layoff unit.
- (2) If a lateral bump as provided in B1 above is unavailable, the employee shall have the option of bumping at the next and successively lower levels within his/her current class series within the layoff unit.
- (3) If a bump, as provided in B2 above is unavailable the employee may bump in his/her class/level statewide. If this is unavailable, the employee may bump at successively lower levels within his/her current class series statewide.

C. The bumping procedure for those Departments designated in Section 1(f) of this Appendix shall be in accordance with the employment preference plans on file with Civil Service unless altered through secondary negotiations.

3. The parties agree that an employee's bumping rights as provided in Section 2A-C above, shall only be exercised in the Bargaining Unit and only in those classifications to which the employee has served and attained Civil Service status.

Appendix E
Reassignment Expense Reimbursement
for Eligible Employees

1. Persons Covered:

All authorized full-time employees currently employed by the State of Michigan being reassigned under Article 16, who actually move their residence closer to the new work location as a direct result of the reassignment, and who agree to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this policy. New employees not presently (on the effective date of this Agreement) working for the State of Michigan shall not be entitled to benefits provided in this policy.

2. 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.

A. 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, toolsheds, motorcycles, 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.

B. 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.

C. Insurance: The carrier will provide insurance against damage up to \$.60 per pound for the total weight of shipment. The State will reimburse the employee for insurance cost not to exceed an additional \$.65 per pound for 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.

- 1 A. Appliance Service;
- 2
- 3 B. Piano or organ handling charges;
- 4
- 5 C. Flight, elevator or distance carry charges;
- 6
- 7 D. Extra labor charges required to handle heavy items, i.e., pianos,
- 8 organs, freezers, pool tables, etc.
- 9

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

14

15 **3. Mobile Homes:**

16

17 The State will pay the reasonable actual cost for moving a mobile home if
18 it is the employee's domicile, plus a maximum \$1,000 allowance for
19 blocking, unblocking, securing contents or expando units, installing or
20 removal of tires (on wheels) on or off the trailer, AND removal or
21 replacement of skirting will be paid by the State when accompanied by
22 receipts.

23

24 Utility connections to existing utilities within an established mobile home
25 park, up to \$200, when accompanied by receipts. ("utility connections"
26 means connecting to existing electrical power, gas and water.)

27

28 "Actual moving cost" includes only the transportation cost, escort service
29 when required by the governmental unit, special lighting permits, tolls or
30 surcharges. "Actual moving cost" does not include the moving of oil tanks,
31 out buildings, swingsets, etc. that cannot be dismantled and secured
32 inside the mobile home.

33

34 Mobile home liability is limited to damage to the unit caused by negligence
35 of the carrier, and to contents up to a value of \$1,500. Additional excess
36 valuation and/or hazard insurance may be purchased from the carrier at
37 the expense of the employee.

38

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

41

42 **4. Storage of Household Goods:**

43

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

1 **5. Temporary Travel Expense:**
2

3 From effective date of reassignment, up to sixty (60) calendar days of
4 travel expenses at the newly assigned work station are allowed. Extension
5 beyond sixty days, but not to exceed a total of one hundred eighty (180)
6 days, may be allowed due to unusual circumstances at the full discretion
7 of the Employer. Authorized travel shall include one (1) round trip weekly
8 between the new work station and the former residence.
9

10 **6. To Secure Housing:**
11

12 A continuing employee and one (1) additional family member will be
13 allowed up to three (3) round trips to a new official work station for the
14 purpose of securing housing. Travel, lodging, and food costs will be
15 reimbursed up to a maximum of nine (9) days in accordance with the
16 Standardized Travel Regulations.
17

18 **Appendix F**
19 **Letter of Understanding**
20 **Article 26**
21

22 The attached Rules for Network Use will be used by the parties in determining in-
23 network and out-of-network benefits. In addition, the parties agree to set up a
24 joint committee for the purpose of creating any additional guidelines and
25 reviewing implementation. The committee will also be charged with identifying
26 situations in which access to non-participating providers may be necessary and
27 developing procedures to avoid balance billing in these situations.
28

29 The parties have also discussed the fact that there are some State employees
30 who do not live in Michigan. The following are procedures in place for persons
31 living or traveling outside Michigan:
32

33 Members who need medical care when away from Michigan can take
34 advantage of the Third Party Administrator's National PPO program. There is
35 a toll-free number for members to call in order to be directed to the nearest
36 PPO provider. The member is not required to pay the physician or hospital at
37 the time of service if he/she presents the PPO identification card to the
38 network provider.
39

40 If a member is traveling he/she must seek services from a PPO provider.
41 Failure to seek such services from a PPO provider will result in a member
42 being treated as out-of-network unless the member was seeking services as
43 the result of an emergency.
44

45 If a member resides out of state and seeks non-emergency services from
46 a non-PPO provider, he/she will be treated as out-of-network. If there is not

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1 adequate access to a PPO provider, exceptions will be handled on a per case
2 basis.
3

RULES FOR NETWORK USE

4
5
6 A member is considered to have access to the network based on the type of
7 services required, if there are:
8

- 9 • Primary care -two primary care physicians (PCP) within 15 miles;
- 10
- 11 • Specialty care -two specialty care physicians (SCP) within 20 miles; and
- 12
- 13 • Hospital - one hospital within 25 miles.
- 14

15 The distance between the member and provider is the center-point of one zip
16 code to the center-point of the other.
17

**SHP PPO MEMBER COSTS ASSOCIATED WITHIN IN-NETWORK OR OUT-
18 OF-NETWORK USE (for eligible employees hired prior to April 1, 2010 and
19 covered by the SHP PPO)**
20

	IN-NETWORK	OUT-OF-NETWORK
22		
23 Deductible	\$200/Individual	\$500/Individual
24	\$400/Family	\$1,000/Family
25 Effective 1-1-09	\$300/Individual	\$600/Individual
26	\$600/Family	\$1,200/Family
27		
28 Co-Payments	Office Visits \$10	Most Services 10%
29 Effective 10-1-08	Office Visits \$15	
30	Services 0% Or 10%	(See 2. Below)
31	Emergency 0%	
32 Effective 10-1-08	Emergency room visit	Emergency room visit
33	\$50 co-pay if not admitted	\$50 co-pay if not admitted
34		
35 Preventive	Covered At 100%	Not Covered
36 Services	Limited To \$1500 Per	
37	Calendar Year Per	
38	Person.	
39		
40 Out-of-Pocket	\$1,000/Individual	\$2,000/Individual
41 Maximum	\$2,000/Family	\$4,000/Family
42		

**NSHP PPO MEMBER COSTS ASSOCIATED WITHIN IN-NETWORK OR OUT-
43 OF-NETWORK USE (for eligible employees hired on or after April 1, 2010
44 and covered by the NSHP PPO)**
45
46

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	In-Network	Out-of-Network	
1			
2			
3	Deductible	\$400/individual	\$800/individual
4		\$800/family	\$1,600/family
5			
6	Copayments	Office Visits \$20	Most services 20%
7		Services 0% or 10%	
8		Emergency \$200 co-pay if not admitted	
9			
10	Preventive	Covered at 100%	Not covered
11	Services		
12			
13	Out-of-Pocket	\$1,500/individual	\$3,000/individual
14	Maximum	\$3,000/family	\$6,000/family

15

16 1. If a member has access to the network, the member receives benefits at the
17 in-network level when a network provider is used. The member is responsible
18 for the in-network deductible (if any) and co-payment (if any). If a network
19 provider refers the member to an out-of-network SCP the member continues
20 to pay in-network expenses.

21

22 2. If a member has access to the network, the member receives benefits at the
23 out-of-network level when a non-network provider is used. The member is
24 responsible for the out-of-network deductible (if any), and co-payment (if any).

25

- 26 • If the non-network provider is a Blues' participating provider, the provider
27 will accept the Blues' payment as payment in full. The member is
28 responsible for the out-of-network deductible and co-payment. The
29 member will not, however, be balance billed.

- 30
- 31 • If the non-network provider is not a Blues' participating provider, the
32 provider does not accept blues' payment as payment in full. The member
33 is responsible for the out-of-network deductible and co-payment. The
34 member may also be balance billed by the provider for all amounts in
35 excess of the Blues' approved payment amount.

36

37 When a member has access to the network and chooses to use an out-of-
38 network provider, amounts paid toward the out-of-network deductible, co-
39 payment or out-of-pocket maximum cannot be used to satisfy the in-network
40 deductible, co-payments or out-of-pocket maximum.

41

42 3. If a member does not have access to the network as provided above, the
43 member will be treated as in-network for all benefits. The member will be
44 responsible for the in-network deductible (if any) and co-payment (if any).

45

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1 4. If a member does not have access to the network but then additional
 2 providers join the network so that the member would now be considered in-
 3 network, the member will be notified and given a reasonable amount of time
 4 in which to seek care from an in-network provider. Care received from a
 5 non-network provider after that grace period will be considered out-of-
 6 network and the out-of-network deductibles, co-payments and out-of-pocket
 7 maximums will apply. If a member is undergoing a course of treatment at
 8 the time he becomes in-network, the in-network rules will continue for that
 9 course of treatment only pursuant to the PPO standard transition policy.
 10 Once the course of treatment has been finished, the member must use an in-
 11 network provider or be governed by the out-of-network rules.

12
 13 If a member is under a course of treatment on January 1, 2003 when the
 14 new State Health Plan is implemented, the member will be treated as in-
 15 network until the course of treatment is concluded pursuant to the PPO
 16 standard transition policy. After that, the level of benefits will be governed by
 17 the in/out-of-network rules of the new State Health Plan.

**Appendix G
Article 26**

State Health Plan PPO – Benefit Chart

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 24 **Appendix G remains in effect for eligible employees hired prior to April 1,**
 25 **2010 and covered by the State Health Plan PPO.**

State Health Plan (PPO)		
	In-Network	Out-of-Network
Preventive Services - Limited to \$1500 per calendar year per person		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered –100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered –100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered –100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered –100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered – 100%	Not covered
Fecal Occult Blood Screening	Covered –100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered – 100%	Not covered

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not covered
PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT		
Mammography Screening for standard film. Covers digital up to standard film rate	Covered – 100%	Covered - 90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam (Effective Jan. 1, 2006)	Covered – 100%	Covered - 90% after deductible
	Beginning At Age 50; One Every 10 Years	
Childhood Immunizations (Effective Jan. 1, 2006)	Covered 100% For Children Through Age 16	Covered 90% After Deductible
Physician Office Services		
Office Visits	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$15 co-pay	
Outpatient and Home Visits	Covered – 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$15 co-pay	
Emergency Medical Care		
Hospital Emergency Room-approved diagnosis, prudent person rule	Covered - 100% for emergency medical illness or accidental injury	Covered - 100% for emergency medical illness or accidental injury
Effective 10-1-08:	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	

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered - 100% after deductible Unlimited Days	Covered - 90% after deductible Unlimited Days
Inpatient Consultations	Covered - 100% after deductible	Covered - 90% after deductible
Chemotherapy	Covered - 100% after deductible	Covered - 90% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered - 100% after 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

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

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%
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 Effective 10-1-08:	Covered - \$10 co-pay Covered - \$15 co-pay	Covered - 90% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered - 100% after deductible	Covered - 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered - 100% after deductible	Covered - 90% after deductible
	Up to a combined maximum of 90 visits per calendar year	
Durable Medical Equipment	Covered 100%	Covered 80% Of Approved Charges
Prosthetic and Orthotic Appliances	Covered 100%	Covered 80% Of Approved Charges
Private Duty Nursing	Covered - 90% after deductible	Covered - 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program Effective 10-1-08:	\$10 office visits; more frequent than 36 months if standards met. \$15 office visits; more frequent than 36 months if standards are met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered - 90% after deductible (up to 20 visits annually)	Covered - 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	
Deductible, Co-pays and Dollar Maximums		
Deductible	\$200 per member; \$400 per family	\$500 per member; \$1,000 per family
Effective 1-1-09:	\$300per member; \$600per family	\$600per member; \$1,200per family

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

Co-pays		
- Fixed Dollar Co-pays - Do not apply toward deductible - Effective 10-1-08:	\$10 for office visits/consultations, Chiropractic \$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 MHSA outpatient, and private duty nursing	10% for most services; MHSA 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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APPENDIX G-1

Appendix G-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%

APPENDIX G-1

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

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

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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

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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%

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**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

1 **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%

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3 **Maternity Services**

4 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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6 **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%

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**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

1 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

**2
3 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

**4
5 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

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**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

1 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

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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 - <i>Support Program</i>	Covered 100%	Covered 80% of approved amount	Covered
Prosthetic and orthotic appliances - <i>Support Program</i>	Covered 100%	Covered 80% of approved	Covered

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

		amount	
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.

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

1 To check the co-pay for drugs you may be taking, visit BCBSM website at
 2 <http://www.bcbsm.com/som> or contact BCBSM at (800) 843-4876. The Preferred/Non-preferred
 3 list of drugs is updated periodically as new drugs are added.

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The chart below shows the NSHP and NHMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

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Outpatient Physical, Speech, and Occupational Therapy

Combined maximum of 90 visits per calendar year.

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Office visit: \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Office visit: \$20 co-pay

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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

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None
Annual out-of-pocket dollar maximums ⁵	\$1,500 per member \$3,000 per family	\$3,000 per member \$6,000 per family	None

1 ⁵ The out-of-pocket limit does not apply to deductibles, fixed dollar co-payments, or private duty
2 nursing co-payments.
3

4 **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

5 ⁶ The State will pay up to 85% of the applicable NHMO total premium, capped at the dollar
6 amount which the State pays for the same coverage code under the NSHP-PPO.
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Letters Of Understanding
UTEA: Letter of Understanding
Article 13 - Borland Arbitration Decision

In the course of the 1987 negotiations, the parties agreed to provide certain rights for those employees in limited term positions covered by the David Borland Arbitration Decision Number FMCS 87K/00191. For the purposes of this Letter only, such persons shall be referred to as "employees". Employees shall have all wages and benefits to which they are entitled under the Collective Bargaining Agreement. In addition, employees who accrue 1040 hours or more of continuous service after July 1, 1987 shall have the following rights.

1. Upon expiration of their appointment, employees shall have the right to place their names on recall lists for future permanent employment and shall have recall rights in accordance with Article 13. Upon recall, employees shall be considered as new hire for the purposes of relocation and travel expense reimbursement.
2. Upon expiration of their appointment, employees shall have the right to be recalled to a limited term position in seniority order in the district in which they were employed in the previous year if the Department intends to fill limited term positions. Upon recall, employees shall be covered by applicable Travel Regulations.

Office of the State Employer
George G. Matish
Bea Goree

United Technical Employees Association
Joseph Cohn

13 Michigan Department of Transportation
14 *John Lopez*
15 Date: October 19, 1987
16

Letter of Understanding
Article 16 - Transfers and Reassignments

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20 During the course of the 1987 negotiations, the parties reached the following
21 understanding regarding the implementation of Article 16 in the Department of
22 Transportation only.
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1. In considering applicants for transfer, the Department shall select the most senior qualified candidate in accordance with Article 16.
2. In considering reassignments, the Department shall select the least senior qualified candidate in accordance with Article 16.
3. "Qualified" shall be defined as: "Completion, in an approved manner, of all training required to perform the task or job, or performance of the

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

requirements of the task or job, or performance of the task or job itself within the preceding twelve (12) month period."

4. For purposes of this Letter, qualification shall only be considered for individual employees at the lead worker level or above where there is no element system in place.

Office of the State Employer
George G. Matish
Bea Goree

United Technical Employees Association
Joseph Cohn

Michigan Department of Transportation
John Lopez

Date: October 19, 1987

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**Letter of Understanding
Between the
Michigan Department of Transportation
and the
United Technical Employees Association**

RE: Short Term Inter-District Reassignments

As a result of discussions between MDOT and UTEA the parties have agreed that the following procedure shall apply to all short term, inter-district reassignments of MDOT Construction Division personnel covered under the Collective Bargaining Agreement existing between UTEA and the State of Michigan.

1. Short term reassignments are hereby defined as the reassignment of an employee from his/her current work location to a different work location for a period of one construction season (April 1 - November 30).
2. In the event MDOT determines that short term reassignments are to be implemented, the following procedure will be used:
 - a. MDOT will determine the work location(s) from which employees are to be reassigned.
 - b. MDOT will determine the work location(s) to which employees are to be reassigned.
 - c. MDOT will determine the number of employees, the classification(s), level(s), and the work elements required for an

LETTERS OF UNDERSTANDING

**Agreement Between
The State of Michigan and SEIU 517M, Technical Unit**

- employee to be eligible for reassignment.
- d. MDOT will seek volunteers from among the eligible employees at the work location(s) which has/have been identified as over staffed.
 - e. Eligible employees will be selected on the basis of seniority beginning with the most senior employee.
 - f. In the event there are not enough volunteers, employees will be selected on the basis of inverse seniority beginning with the least senior eligible employee.
3. No employee covered by this agreement will be subject to more than one (1) short term, inter-district reassignment per construction season.
 4. The length of the reassignment may be extended by mutual written agreement of MDOT and the individual employee.
 5. Each reassigned employee will be entitled to expenses for full the duration of the reassignment.
 6. Each employee will be returned to his/her previous work location at the end of the reassignment period.
 7. The parties agree that the advance notification requirement contained in the Collective Bargaining Agreement shall not apply to the short term reassignments covered by this Letter of Understanding. However, MDOT agrees that it will give affected employees a minimum of five (5) calendar days notice.
 8. All personnel transactions covered under this agreement will be documented before or immediately following the reassignment. Copies of all documents will be placed in the employee's personnel file.
 9. Overtime will be handled in accordance with Article 17, Section 14, and the accompanying Letter of Understanding. Individuals will be equalized in the overtime equalization unit in which they spent the majority of their time in a calendar year.

United Technical Employees Association
Joseph Cohn
Date: June 6, 1994

Office of the State Employer
Sharon J. Rothwell
June 20, 1994

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LETTERS OF UNDERSTANDING

**Letter of Understanding
Human Resources Management Network (HRMN)**

During negotiations in 2001 the parties reviewed changes in terminology that resulted from the implementation of the new payroll-personnel system HRMN. The parties have elected to continue to use terminology that existed prior to the implementation of HRMN even though that same terminology is not utilized in HRMN. The parties agree that the HRMN terminology does not alter the meaning of the contract language unless specifically agreed otherwise.

An example of this are the terms “transfer, reassignment, and demotion” which are called “job change” in HRMN. The HRMN history record will show each of these transactions as a job change, however they will continue to have the same contractual meaning they had prior to the implementation of HRMN.

FOR THE UNION
Dennis L. Streeter

FOR THE EMPLOYER
Janine M. Winters

**Letter of Understanding
ARTICLE 16
ASSIGNMENT AND TRANSFER**

The parties agree that entry level (8) Technician position vacancies in the Michigan Department of Transportation (MDOT), which are filled as a result of the formal MDOT recruitment process conducted at colleges and universities, are exempt from the provisions of Article 16, Section 5.A.3.

The parties further agree that the remaining provisions of Article 16, Section 5.A will be exhausted prior to making any contingent offer of employment to a graduating candidate during the formal MDOT recruitment process and, upon acceptance of the contingent offer of employment by said candidate, the entry level Technician vacancy will be considered filled.

The parties also agree that, upon acceptance of the contingent offers of employment, MDOT will provide to the union a list of the successful candidates and the locations of the positions to be filled.

This Letter of Understanding is entered into for the term of the agreement unless the parties mutually agree to extend it during negotiations in 2007.

FOR THE UNION
Jerry Ketchum, President
SEIU LOCAL 517M, TECHNICAL UNIT

FOR THE EMPLOYER
David H. Fink, Director
Office of the State Employer

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Letter of Understanding
ARTICLE 29
DRUG AND ALCOHOL TESTING

During the negotiations in 2004, the parties discussed reducing the percentage of employees who are subject to non-OTETA random drug and/or alcohol testing. The Employer agreed to reduce the number of random tests to 10% of the number of test-designated positions in the pool for a one-year period beginning in October 2005. If after one year there is a significant increase in the percentage of positive tests, the Employer reserves the right to return to 15%. If there is a significant reduction in the percentage of positive test results, the employer will meet with the Union to discuss the issue of further reduction in the percentage of employees randomly tested.

For The Union

For The Employer

Letter of Understanding
UNION USE OF STATE'S E-MAIL SYSTEM

Where access to the state's e-mail system is otherwise available, the Employer agrees to permit use of the state's existing e-mail system by union staff, union officers and union stewards for legitimate union business. Any use of the state's e-mail system by a bargaining unit employee for legitimate union business must take place on non-work time only, including the review of any such union materials transmitted.

All legitimate union business transmitted through the state's e-mail system must be clearly identified as a union communication in the subject line, and must be of a reasonable size, volume, and frequency. The employer shall have no liability to the union or an employee for the delivery or security of such transmittals.

No partisan political, or profane materials, or materials related to union elections, or materials defamatory or detrimental to the state, to the union, or to an individual employee, may be transmitted through the state's e-mail system. The Employer reserves the right to block any and all such material. The state's e-mail system is not private and may be monitored at any time.

In the event the Office of the State Employer determines that the Union's use of the state's e-mail system violates provisions of this Letter of Understanding, upon notice from the Office of the State Employer, the Union shall promptly take steps to correct the violation. In the event of a repeat violation, the Office of the State Employer and the Union shall meet and resolve the issue.

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1 If the amount of a projected contribution would exceed the maximum amount
2 allowable under section 415 of the internal revenue code (when combined with
3 other projected contributions that count against such limit), the state shall first
4 make a contribution to the employee's account within the State of Michigan
5 401(k) plan up to the maximum allowed, and then make the additional
6 contribution to the employee's account within the State of Michigan 457 plan.

7
8 5. Insurances, Leave Accruals And Service Credits.

9 Retirement service credits, overtime compensation, longevity compensation,
10 step increases, continuous service hours, holiday pay, annual and sick leave
11 accruals will continue as if the employee had received pay for the BLT hours.
12 Premiums, coverage and benefit levels for insurance programs (including LTD) in
13 which the employee is enrolled will not be changed as a result of participation in
14 the program. Employees shall incur no break in service due to participation in
15 the program. Subject to legislative approval, the program is not intended to have
16 an effect on the final average compensation calculations under the state's
17 defined benefit plan nor the salary used for employer contribution calculations
18 under the state's defined contribution plan.

19
20 6. Relationship To Plan A And Plan C.

21 Before incurring unpaid Plan A or plan C hours all BLT hours must be
22 exhausted.

23
24 7. Term.

25 The program shall be effective the pay period beginning January 2, 2005.
26 The pay reduction and accrual provisions of this Letter of Understanding shall be
27 in effect through the pay period ending October 22, 2005 unless extended by
28 mutual agreement of the parties.

29
30 For The Union
31 Jerry Ketchum 10-28-04

For The Employer
Cheryl Schmittiel 10-28-04

32
33
34 **Letter of Understanding**
35 **SEIU LOCAL 517M TECHNICAL UNIT**

36
37 The parties agree that employees in the Technical Bargaining Unit
38 classified as state worker 4 may work up to 1,040 hours in a calendar year. The
39 parties further agree that employees in the Technical Unit assigned to MDOT
40 Civil Engineer or Technician co-op positions as permitted under Article 27,
41 Section 4 of the Agreement, may work up to 2,080 hours in a calendar year.

42
43 For The Union
44 Jerry Ketchum 09-29-04

For The Employer
David H. Fink 09-29-04

45
46
LETTERS OF UNDERSTANDING

Letter of Agreement
SEIU 517M, Technical Unit
And
State of Michigan, Office of the State Employer
Article 25
Annual Leave Donation

The parties agree that having a uniform process for donation and receipt of annual leave across State government would increase efficiency and understanding of the procedure.

Following approval of this Agreement, the parties agree to address this issue in the Labor/Management Health Care Committee forum(s) to attempt to remove inconsistencies in the processes and draft a uniform procedure.

Proper subjects to be addressed at this meeting include, but are not limited to:

- Conditions under which leave can be received and
- Conditions under which leave can be donated, and
- The procedure for making such a request.

Any changes that would modify the Collective Bargaining Agreement would be implemented in a separate Letter of Understanding that would be submitted to the Civil Service Commission for approval.

For the Union

For the Employer

Letter of Understanding
Joint Healthcare Committee

During the 2011 negotiations, the parties discussed the mutual goal of designing and implementing health care plans, including ancillary plans, that effectively manage costs and that work to keep members healthy. To that end, the Employer and the Unions will convene a Joint Healthcare Committee (the "Committee") whose charges will include, but not be limited to:

- a. Analysis of current plan performance identifying opportunities for improvement;
- b. Investigate potential savings opportunities from re-contracting pharmacy or other carrier contracts;
- c. Review the current specialty pharmacy program and identify best-in-class specialty programs to use as a benchmark;

**Agreement Between
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- 1 d. Analyze current HMO plans to determine if they are a cost-effective
- 2 means of providing high quality health care;
- 3
- 4 e. Investigate impact on outcomes and costs of Value Based Benefit
- 5 Designs;
- 6
- 7 f. Identify opportunities for cost-containment programs and carve out
- 8 programs;
- 9
- 10 g. Investigate opportunities to save costs by modifying or otherwise limiting
- 11 medical, professional and pharmacy networks;
- 12
- 13 h. Review current chronic care management programs to determine
- 14 effectiveness as well as ongoing member compliance;
- 15
- 16 i. Investigate work place health and wellness programs and make
- 17 recommendations with the goal of educating and motivating employees
- 18 toward improved health and wellbeing;
- 19
- 20 j. Make recommendations to increase voluntary participation in health and
- 21 wellness screenings and benefits included in current health plans;
- 22
- 23 k. Identify educational opportunities relative to facility and professional
- 24 provider quality data, as well as designated centers of excellence.
- 25

26 As mutually agreed by the parties, independent subject matter experts and
27 consultants may be called upon to assist the Committee in carrying out their
28 charges.

29
30 Within 30 days of the effective date of the Agreement, each union shall appoint a
31 representative to serve on the Committee and the Employer shall designate up to
32 four representatives. The Committee will be jointly chaired by a representative
33 designated by OSE and a representative designated by the Unions.

34
35 Monthly meetings of the Committee shall be scheduled with the first being held
36 no later than 45 days following the effective date of the Agreement.

**Letter of Understanding
NEOGOV**

37
38
39
40
41 During the course of negotiations in 2011, the parties discussed the changes in
42 technology related to the hiring process; specifically the NEOGOV system. The
43 parties have agreed to explore the use of this technology for mutually beneficial
44 opportunities in order to streamline the transfer request process. Any changes
45 that would modify the Collective Bargaining Agreement would be implemented in

**Agreement Between
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1 a separate Letter of Understanding that would be submitted to the Civil Service
2 Commission for approval.

3
4 For the Union:

For the Employer:

5
6
7 **Letter of Understanding**
8 **New Solutions Committee**
9

10 During the 2011 negotiations, the parties discussed the role of labor
11 management cooperation and collaboration in providing more efficient delivery of
12 services to the citizens of Michigan. The parties recognize that the efficient
13 delivery of services to the public should be mindful of the cost effectiveness,
14 quality of delivery, accountability and public interest. The discussion
15 encompassed the Unions' New Solutions Report, which encourages all
16 stakeholders to work together in an open dialogue manner to achieve best in
17 class public service.

18
19 The parties agreed to approach the New Solutions Report jointly with the goal of
20 facilitating the development of positive programs relative to the effective use of
21 resources. Such effective use of resources may include self-directed work teams
22 or other empowerment initiatives as agreed by the parties to provide front line
23 workers with the support needed to effectively perform their jobs.

24
25 The parties recognize that Lean Optimization can be a valuable tool in achieving
26 the effective use of resources. Lean Optimization has the simple goal of helping
27 state government work better for both its customers and its employees. Lean
28 practices rely on joint participation between employees and management at all
29 levels within the State. World class service cannot occur without such employee
30 involvement.

31
32 Within sixty (60) days of the effective date of the Collective Bargaining
33 Agreement, a New Solutions Committee will be established to explore innovative
34 solutions to deliver better customer service and pursue better value from those
35 who deliver the services. Each of the Coalition Unions may designate two (2)
36 representatives to meet with the Office of the State Employer. Representatives
37 from the Departments and/or the Civil Service Commission may participate as
38 needed. The Committee will determine the meeting schedule and agenda. The
39 parties agree on the value of utilizing outside independent facilitators trained in
40 business lean practices and will explore funding alternatives to engage mutually
41 agreed upon lean consultants.

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