Primary Agreement

BETWEEN

UAW LOCAL 6000
(Administrative Support Unit,
Human Services Unit)

AND

THE STATE OF MICHIGAN

JANUARY 1, 2012
THROUGH
DECEMBER 13, 2013

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ARTICLE 1
PREAMBLE

This Agreement is made and entered into at Lansing, Michigan, by and between the State of Michigan and its principal Departments and Agencies (hereinafter referred to as the "Employer"), represented by the State Employer, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union 6000 (hereinafter referred to as the "Union"), as exclusive representative of employees employed by the State of Michigan and as specifically set forth in Article 3, shall be effective on January 1, 2012 provided that it has been ratified by the Employer, the Union, and approved by the Civil Service Commission.

The parties agree that they have an obligation to approach disputes which arise, and issues discussed, under this agreement with a sincere desire to work cooperatively with one another in a climate of mutual dignity and respect.

All non-economic provisions contained in this Agreement will be effective according to their terms upon ratification and approval by the Civil Service Commission. Economic provisions of this Agreement shall become effective on the date specified in the particular Article. No provisions of this Agreement shall apply retroactively unless so specified in the particular Article.

ARTICLE 2
PURPOSE AND INTENT

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

B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the State Employer and the International Union, UAW and its Local Union 6000, and approved by the Civil Service Commission.

C. No individual employee or group of employees, acting independently of the International Union, UAW and its Local

Union 6000, may alter, amend, or modify any provisions hereof.

D. 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 previously been 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.

ARTICLE 3
RECOGNITION

Section A. Representation Units.

The Employer recognizes the Union as the exclusive representative and sole bargaining agent for the Bargaining Units of employees represented by the following certifications of the State Personnel Director:

Human Services Unit - certified November 17, 1985.
Administrative Support Unit - certified November 17, 1985.

The employees covered by this Agreement shall be those in the classifications listed in Appendices A & B of this Agreement and such other classifications as may be assigned to the respective Units under the Civil Service Rules and Regulations and/or in accordance with the provisions of this Agreement.

Employees working in managerial, confidential, or supervisory positions, or any positions excluded by the Civil Service Rules and Regulations, shall not be covered by the terms and conditions of this Agreement.

Section B. Classifications and Positions.

1. Classifications.

a. The parties will review all abolishment of existing Unit classifications as well as all new classifications consisting of a significant part of the duties of existing Unit classifications.

b. When the Employer recommends creation of a new classification, the Employer shall give

concurrent notice to the Union describing the class created, the number of positions, proposed salary range and the Bargaining Unit into which the Employer believes the new class should be placed.

c. The inclusion or exclusion of newly created classifications shall be resolved in accordance with the applicable Civil Service Rules and Regulations.

d. Copies of recommendations by the Union to the Civil Service Commission concerning abolishing, modifying or creating new classifications shall be forwarded to the State Employer and affected Departments.

2. *Positions.*

a. The Employer agrees not to remove existing Bargaining Unit positions, except as provided in the Civil Service Rules. The Employer will provide the Union notice thirty (30) days prior to requesting that Civil Service Commission remove existing Bargaining Unit positions. The notice will provide supporting documentation, including the incumbent's name, identification number, position description, placement in organizational structure, as well as the rationale for the request.

b. Copies of CS 129s submitted by Departments to the Civil Service Commission to exclude or reallocate a Bargaining Unit position shall be forwarded to the Local Union at the time it is submitted to Civil Service.

c. When the Employer intends to make a limited-term appointment of six (6) months or more, or when a limited-term appointment is to be

extended beyond six (6) months the Employer will provide advance notice to the Union. Disputes regarding notice shall not be grievable.

An employee whose status has been gained in a limited-term appointment may not be moved to a permanent position until the rights of permanent employees under Articles 12 and 13 have been exhausted.

3. Classified employees in classes and positions assigned to these Units in accordance with this Section shall be subject to the provisions of this Agreement.

Section C. Appointment Duration.

The parties agree that Appendix D defines the appointment duration of employees covered by this Agreement. Such definitions and benefit coverages are, hereby, incorporated into this Agreement by reference and shall constitute the sole applicable definitions and benefit descriptions thereof.

ARTICLE 4
UNION RIGHTS

Section A. Aid to Other Organizations.

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

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

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

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

Section B. Information provided to the Union.

1. The Employer agrees to furnish to the Union in electronic format, a bi-weekly transactions report listing employees in these Units who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit(s), transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence(s) of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), who have been added to or deleted from the Unit(s) covered by this Agreement, or who have made any changes in Union deductions. This report shall include the employee's name, social security number, employee identification number, employee status code, job code description class/level, personnel action and reason, and effective start and end dates, county, city, former class and former or new process level (Department/Agency).

2. The Employer will provide to the Union in electronic format a bi-weekly demographic report which contains the following information for each employee in the Bargaining Unit(s): the employee's name, social security number, employee identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (Department/Agency),TKU, worksite office address codes, Union deduction code, deduction amount, status code (appointment code), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, unit code and hourly rate.

This listing shall be based on the active employee records during the first full pay period of the calendar month. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.

3. Membership dues and Service Fee deductions for each bi-weekly pay period shall be remitted to the designated Financial Officer of the Local Union, an alphabetical list of names, by Department and Agency, of all enrollments, cancellations with departure coding, when available, deduction changes, additional deductions, name and/or social security number change, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Financial Officer of the Local Union an alphabetical list, by Department and Agency, identifying those employees who have valid dues deduction authorization on file with the Employer from whose earnings no deduction of dues was made. Unavoidable delays shall not constitute a violation of this Agreement.

4. Upon request, the Employer agrees to furnish to the Union an electronic report listing employees in these Units in alphabetical order by Unit, social security number, employee identification number, Department, Agency and class, which indicates which employees are on dues deduction to the Union and which employees are paying a Representation Fee to the Union. The report will also contain the names of employees by Unit, social security number, employee identification number, Department, Agency and class who are neither paying dues nor a

service fee. The Employer will furnish such report to the Union at no cost.

5. The Employer will provide to the Union a bi-weekly report in electronic format listing by Department/Agency of limited-term appointments made that pay period. Such information shall include the employee's name, social security number, employee identification number, job code description, county, current classification and prior classification, appointment date, extension of and/or the expiration date of the limited term appointment.

6. The reports listed in Subsections 1, 2, 3 and 4 above shall be in the form currently provided. The changes agreed upon in this Section shall be implemented as soon as administratively possible.

7. All reports to the Union required by this Article or Agreement shall be provided in the least expensive form acceptable to the Local Union's designated Financial Officer. The Union shall be provided a hard copy listing of all addresses of the Employer's time keeping units (TKUs), and other documents utilized to interpret the information provided for in this Article. Where requested by the Union, and if available, Employer copies of such existing reports or documents will be made available to the Union for copying.

8. The Employer shall provide Bargaining Unit member Social Security numbers to the Union in a manner consistent with the Michigan Social Security number privacy act, MCLA SS445.81 et seq., Act 454 of 2004.

Section C. Bulletin Boards.

The Employer agrees to furnish space for Union bulletin boards at reasonable locations mutually agreed upon in secondary negotiations for use by the Union to enable employees of the representation unit to see materials posted thereon by the Union. Locations will normally be at or near an area where employees in these Units have reasonable access or congregate. The normal size of new bulletin boards will not exceed twelve (12) square feet.

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

All materials shall be signed, dated and posted by the designated Local Union Representative. The bulletin boards shall be maintained by the Union and shall be for the sole and exclusive use of the Union for communicating to employees on Union business and activities.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Employer or the Union shall be posted.

In the event that the Office of the State Employer determines that any posting violates the provisions of this Section, the International Union shall promptly notify its local designee that the posting shall be removed. In addition, the Employer will endeavor to make certain that

unauthorized removal of material from the Union bulletin boards does not occur.

Section D. Mail Service.

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

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

The use of the mail shall be restricted to only that mail necessary to conduct business with or communicate with State offices regarding Union activities. No partisan political literature nor material ridiculing individuals by name or obvious direct reference nor defamatory or detrimental to the Employer or the Union shall be distributed through the mail system.

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

In the event that the Office of the State Employer determines that the Union's use of the internal mail service violates the provisions of this

Section, the International Union shall promptly take steps to correct the violation.

Section E. Union Information Packet.

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

Section F. Union Meetings on State Premises.

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

Section G. Telephone Directory.

The Employer agrees to publish free of charge the telephone numbers and business

addresses of the Local in the next State of Michigan telephone directory as published by the Department of Technology, Management and Budget. Such listing shall include the identification of a reasonable number of staff individuals. The Employer agrees to extend the right provided in this Section to any new full-time staff offices operated by the Union. This shall not apply to office space granted pursuant to Section H of this Article. The Employer shall provide to the Union five (5) copies of the directory at no charge to the Union.

Section H. Office Space.

The Employer agrees that, subject to its availability, office space at institutional settings which employ Bargaining Unit members shall be provided.

The provisions of this Article shall apply to any new State office building constructed during the term of this Agreement.

Subject to its availability and in accordance with Department of Technology, Management and Budget and/or Departmental regulations, the Union shall be permitted to lease office space in State owned buildings. No partisan political activity shall be conducted in such facilities, and no partisan political literature or material ridiculing individuals by name or obvious direct reference or defamatory or detrimental to the Employer, shall be prepared in or distributed from such facilities.

Such premises shall be for the sole and exclusive use of the Union, and shall be provided to the Union, for the lowest possible charge or fee, if required. This fee shall not include telephones. Access and security will be in accordance with institution or Departmental rules.

The Union will maintain such space in appropriate condition and in accordance with its lease or other requirements of the Employer.

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

Where office space is not available the Employer shall make available, upon request, a private meeting room where the Union Representative may meet with a Bargaining Unit employee for Union representational activities, such as a meeting with a grievant. In addition, subject to its availability, space for a filing cabinet of reasonable size provided by the Union shall be made available.

The Employer reserves the right to withdraw approval for the Union's use of such space, upon thirty (30) days written notice to the Union only due to operational requirements. If approval is withdrawn due to operational requirements, the Employer will make a good faith effort to provide alternative space.

Section I. Access to Premises by Union Staff.

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

The Union agrees that such visitations shall be carried out subject to operational or security measures established and enforced by the Employer.

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

Section J. Union Presentation.

During a planned orientation of a new representational Unit employee(s), the Union shall be given a reasonable amount of time to introduce one local Union Representative or one International Staff Representative to speak to describe the Union, its rights and obligations as an exclusive representative. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or defamatory or detrimental to the Employer shall be contained in such presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

The Local Union Representative making the presentation shall be a designated Union Representative at the work location premises at which the presentation is made. If the orientation is conducted off the work premises, the Local Union Representative shall have an opportunity to participate in accordance with this Section.

Scheduling of presentations by the Employer shall normally be scheduled during regular work hours, however, presentations by the Employer may, when necessary, be done before or after regular work hours with the understanding that attendance will be encouraged.

Where the Employer does not conduct a planned orientation within a reasonable period of time, not to exceed ten (10) working days, from the first day of work of the new employee(s), the designated Local Union Representative shall be provided an opportunity, without loss of pay, to make a separate Union presentation to the new employee(s) during regular working hours, at the employee(s) work site. The Union may make a separate presentation under such other

circumstances as may be agreed upon in secondary negotiations.

The scheduling and handling of presentations under this section shall be discussed in secondary negotiations.

Section K. Picketing.

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

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

Section L. Union Activity.

Bargaining Unit employees, including Local Union Officers and Representatives, and authorized non-employee Union Representatives, shall not conduct any Union activities or Union business on State work time or at State work locations except as specifically authorized by the provisions of this Agreement and the Civil Service Rules and Regulations.

Section M. Union Notification.

Upon receipt of a request submitted under the Freedom of Information Act (FOIA) (Act 422 of Public Act of 1976) for information concerning all Bargaining Unit members, the Local Union shall promptly be provided with a copy of the request.

ARTICLE 5
MANAGEMENT RIGHTS

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

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

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

1. Determine matters of managerial policy; mission of the Agency; budget; the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of temporary emergency, to take whatever action is necessary to carry out the Agency's mission. However, if such

determinations alter conditions of employment to produce substantial adverse impact upon employees, the modification and remedy of such resulting impact from changes and conditions of employment shall be subject to negotiation requirements. Such negotiations shall not be required where the action of the Employer is governed by another Article of this Agreement.

2. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer.

3. Determine the size and composition of the work force, direct the work of the employees, determine the amount and type of work needed and, in accordance with such determination, relieve employees from duty because of lack of funds or lack of work.

4. The Employer reserves the right to promulgate reasonable work rules which maintain order and discipline. Additions to or changes in work rules promulgated by the Employer which are applicable to employees in these Units shall be provided to the Union at least fourteen (14) calendar days prior to their effective date in non-emergency situations. Rule changes established in emergencies shall be provided to the Union as soon as possible. The content and application of work rules shall be a proper subject for Departmental Labor-Management Meetings or, where appropriate, Local Labor-Management Meetings. The Union reserves the right to challenge the reasonableness of the Employer's work rules through the grievance procedure set forth in Article 8.

It is agreed by the parties that none of the management rights noted above or any other managements' rights shall be subjects of

negotiation during the terms of this Agreement; provided, however, that such rights must be exercised consistently with the other provisions of this Agreement.

B. This Agreement, including its supplements and exhibits attached hereto (if any), concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union acknowledges and agrees that the bargaining process, under which this Agreement has been negotiated, is the exclusive process for affecting terms and conditions of employment at both primary and secondary levels and such terms and conditions shall not be addressed under the Conference Procedure of the Employee Relations Policy and Regulations.

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supercedes all prior agreements, and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term, provided that Article 2, Section D., shall not be impaired.

All negotiable terms and conditions of employment not covered by this Agreement shall

be subject to the Employer's discretion and control; provided, however, that when the Employer intends to make any adverse changes in beneficial written employment policies or procedures, it shall, prior to implementation, notify the Local Union of such intent and, upon Union request, the parties shall meet in a good faith effort to address and attempt to resolve the Union's concerns.

ARTICLE 6
UNION SECURITY

A Bargaining Unit employee shall either become a member of the Union or be subject to the provisions of Section D. below.

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

Section A. Dues Deduction.

Upon receipt of a completed and signed individual authorization form from any of its employees covered by the Agreement, currently being provided by the Union and approved by the Employer, the Employer will deduct from the pay due such employees those dues and initiation fees required to maintain the employee's membership in the Union in good standing.

Such authorizations shall be effective only as to membership dues and initiation fees becoming due after the delivery date of such authorization to the Employer. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover the same after deductions for Federal Social Security (F.I.C.A.); individually authorized Deferred Compensation; Federal Income Tax; State Income Tax, local or city income tax; other legally required deductions; individually authorized participation in State programs and enrolled employee's share of insurance premiums.

Membership dues and initiation fees deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union. Such authorizations of employees transferred from one Agency or Department to another and within these Bargaining Units shall automatically remain in effect. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not automatically remain on payroll deduction, except as provided by the Civil Services Rules and Regulations. Employees recalled from layoff or returning from leave of absence shall resume payroll deduction of dues or representation fees, commencing the first pay period of work.

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

Section B. Maintenance of Membership.

Such dues deduction authorization may be revoked at any time by the employee by furnishing written notice of such revocation to the Employer. The Employer shall forward such notice of revocation to the Union within fourteen (14) calendar days of receipt.

Section C. Representation Fee Deductions.

An employee who avails him/herself of the opportunity to voluntarily terminate membership in the Union, and an employee who has not submitted a valid individual voluntary Membership Dues Deduction Authorization form to the Employer, or who does not produce satisfactory evidence of Union membership shall, within thirty

(30) calendar days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to the Union a representation service fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's costs germane to collective bargaining, contract administration, grievance administration, and any other cost 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. Such obligations shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided in App. C of this Agreement. This Section shall not take effect until the Union notifies the Employer in writing of the amount of this representation fee. Such notification may be made on or after the effective date of this Agreement.

Section D. Compliance Procedure.

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

1. After thirty (30) calendar days from the date of the employee's hire, the Union has first notified the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Union in good standing and/or to tender the required service fee.

2. Within ten (10) work days from the date the Union so notifies the Employer, the Employer shall:

a. Notify the employee of the provisions of this Agreement;

b. Obtain the employee's response; and

c. Notify the Union of the employee's response.

3. In the event the employee fails to become a member of the Union in good standing, renew membership or sign the "Authorization for Deduction of Representation Service Fee" form after the above, the Union may request automatic deduction by notifying the Employer, with a copy to the employee, via certified mail, return receipt requested.

4. Upon receipt of such written notice, the Employer shall, within five (5) weekdays, notify the employee, with a copy to the Local Union, that beginning the next pay period it will commence deduction of the service fee and tender same to the Union.

Section E. Employer Notification.

The Employer shall inform all future employees upon their hire, of the employee's obligation under this Article. The Employer shall provide new employee(s) with the appropriate authorization forms provided to the Employer by the Union and shall forward such authorization to the Union within fourteen (14) calendar days after Employer receipt of the signed authorization. However, in accordance with Section A. of this Article the deduction status of employees returning from layoff or leave of absence and of

employees who transfer positions within an Agency or Department or between one Agency or Department and another within these Bargaining Units shall automatically remain in effect.

Section F. Remittance and Accounting.

Deductions for any bi-weekly pay period shall be remitted to the designated Financial Officer of the Local Union, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made and the amount deducted, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Financial Officer of the Local Union an alphabetical listing, by Department and Agency, identifying those active employees who have valid dues deduction authorization on file with the Employer for whom no deduction of dues was made.

Upon Union request, the Employer shall recoup lost dues or service fees where such amounts were not deducted as authorized by this Article.

Section G. 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 or the Local Union within thirty (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.

ARTICLE 7
UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

1. To the extent that attendance for Union business does not substantially interfere with the Employer's operation, properly designated Union Representatives, regardless of shift assignment, shall be allowed time off without pay for authorized Union business. Employees who have been granted leave without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Union activities. Such lost time shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work under this Article.

2. Except as may be mutually agreed to locally, on a case by case basis, an employee shall furnish written notice of the employee's intention to attend an authorized Union function to his/her immediate supervisor, at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D. of this Agreement.

In addition to the notice from the employee required above, the Local President or his/her designee shall also provide, at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D. of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by the Union to attend such functions. In emergency situations the Employer may authorize a variance from this procedural requirement.

Such written notice shall be provided to the named employee's immediate supervisor and the Department. No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the Local President or his/her designee.

3. The employee may utilize any accumulated time (compensatory or annual) in lieu of taking such time off without pay. When the employee elects to utilize annual leave credits, the Union may "buy back" such credits up to a limit of one hundred twenty (120) hours except as may be agreed upon, on a case by case basis, subject to the following regulations:

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

b. The Union may reinstate only such employee expended credits used in the previous twelve (12) months by cash payment to the Department Personal Services Account. This payment shall represent the full cost of the employee's absence. The cost shall be the employee's current rate of pay (including any shift differential and premium payment), the Employer's cost for insurance, and FICA/retirement costs. This provision shall be administered in compliance with applicable tax statutes.

c. The Union shall be allowed to exercise the option of reinstating annual leave for any one employee not more than once in each fiscal quarter of the fiscal year.

Section B. Union Officers.

The Union agrees to furnish the Office of State Employer in writing the names, Departments/Agencies, and Union offices held by the elected or appointed members of the Local within thirty (30) days of the effective date of this Agreement. Similar written notification shall be provided within ten (10) days of any changes in the officers.

Section C. Time Off Without Loss of Pay During Working Hours.

Employees shall be allowed time off without loss of pay during working hours to attend Grievance Hearings, Labor-Management Meetings, and Committee Meetings if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled by the provisions of this Agreement to attend such meetings by virtue of being Local Representatives, Stewards, witnesses, and/or grievants, except in the case of justified emergency as claimed by the Employer.

Section D. Administrative Leave Banks.

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

1. An Administrative Leave Bank is established based on 300 hours of Administrative Leave for each 1,000 employees in the Human Services and Administrative Support Units

combined, who are on active payroll status at the end of the first pay period in January of each calendar year.

Such Administrative Leave Bank shall be allocated to Departments having employees in these Units in proportion to the number of employees who are on active payroll status employed by such Departments within each Unit covered by this Agreement.

Such Administrative Leave which is not used may be carried forward to other years to cover absences from regularly scheduled work activities authorized by this Section.

Such Administrative Leave shall be granted only in blocks of four (4) or more hours.

Such Administrative Leave shall not be treated as hours worked for the purposes of computing daily or bi-weekly overtime premium.

It is agreed that the Administrative Leave Bank provided herein replaces the Administrative Leave Bank granted in the Civil Service Commission Employee Relations Policy.

The Departmental Employer shall provide the Local Union with an annual report on the number of hours utilized from the bank during the preceding calendar year.

No deduction shall be made, nor shall any employee be entitled to be released on such Administrative Leave, without prior written authorization from the President of Local 6000 or his/her designee.

2. An Administrative Leave Bank shall be established based on eight (8) hours of Administrative Leave for every ten (10) employees in these Bargaining Units at the end of

the first pay period in January of each calendar year. The Employer agrees to furnish the Union with the names of employees in these Units which were counted in establishing this bank. The hours in this bank may only be used within the calendar year in which they are granted and shall not be carried forward from one year to another. This bank shall be renewed annually on a calendar year basis.

The Union shall designate to the Employer in writing the names of its officers or other elected or appointed officials entitled to utilize such administrative bank. The Union may designate up to ten (10) representatives who shall be the only ones permitted to use such bank. In the event that a named representative's absence from the work place would create serious operational problems for the Employer, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designating of an alternative representative by the Union.

Representatives so designated shall be permitted to engage in Union activities in this Agreement only by utilizing this bank.

Such representatives are to be considered as employees of the Union during the periods of absence covered by Administrative Leave from the bank. Should an Administrative Board or court rule otherwise, the Union shall indemnify and hold the Employer harmless from any Workers Compensation claims by the employee arising during or as a result of the employee's absence covered by Administrative Leave from the bank.

For purpose of seniority accrual, time spent by such employees shall be considered as time

worked unless prohibited by applicable legislation. The Union shall reimburse the Employer for the Employer's share of all applicable insurance premiums during the periods of absence covered by Administrative Leave from the bank.

ARTICLE 8
GRIEVANCE PROCEDURE

Section A. General.

1. A grievance is defined as a complaint alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or of any rule, policy or regulation of the Employer deemed to be a violation of this Agreement or a claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation arises out of an existing mutually accepted past practice. The concept of past practice shall not apply to matters which are solely operational in nature.

2. The parties shall make a sincere and determined effort to settle meritorious grievances and to keep the procedure free of unmeritorious grievances.

3. Employees shall have the right to present grievances in person or through a designated Union Representative at the first step of the grievance procedure. No discussion shall occur on the grievance until the designated Union Representative has been afforded a reasonable opportunity to be present at any grievance meetings with the employee(s). Upon request, a supervisor will assist a grievant in contacting the designated Steward or Representative.

4. Except with respect to the right to present an individual grievance as expressly set forth in Section B.1. of this Article, the Union shall, in the redress of grievances arising under this Agreement, or any secondary agreement supplementary thereto, be the exclusive representative of the interests of each employee or group of employees covered by this

Agreement, and only the Union shall have the right to assert and press against the Employer any claim asserting a violation of this Agreement.

5. The Union, through an authorized representative, may grieve a violation concerning the application or interpretation of this Agreement.

6. Grievances which by nature cannot be settled at a preliminary step of the grievance procedure may, by mutual waiver of a lower step, be filed at an agreed upon advanced step where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted.

7. It is expressly understood and agreed that the specific provisions of this Agreement take precedence over policy, rules, regulations, conditions and practices contrary thereto, except as otherwise provided in the Civil Service Rules and Regulations.

8. There shall be no appeal beyond Step Three (3) on initial probationary service ratings or dismissals of initial probationary employees which occur during or upon completion of the probationary period, except where the dismissal is for engaging in Union or other protected activity, for unlawful discrimination or where the cause for dismissal violates any provision of this Agreement other than the discipline and discharge sections.

9. Counseling memoranda, performance reviews/evaluations and annual service ratings are not appealable beyond Step Three (3) unless a needs improvement annual service rating would result in delaying a patterned level change and/or a step increase. Less than satisfactory interim

service rating grievances of non-probationary employees are appealable to Step four (4).

10. Group grievances are defined as, and limited to, those grievances which cover more than one employee and which pertain to like circumstances and facts for the grievants involved. Group grievances shall, insofar as practical, name all employees and/or classifications and all work locations covered and may, by mutual waiver of a lower Step, be filed at an agreed upon advanced Step where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted. Group grievances shall be so designated at the first appropriate Step of the grievance procedure, although names may be added or deleted prior to a Third Step hearing. Group grievances involving more than one Department shall identify all Departments involved. The Union shall, at the time of filing such a grievance, also provide a copy to the Office of the State Employer.

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

Section B. Grievance Steps.

1. Step One: Oral discussion with immediate Supervisor.

(a) Recognizing the value and importance of full discussion in resolving differences, clearing up misunderstandings and preserving harmonious relationships, every reasonable effort shall be made to settle problems promptly at this point through discussion.

(b) Any employee believing he/she has cause for grievance shall orally raise the grievance with that employee's immediate Supervisor with or without his/her Steward or Chief Steward indicating that a grievance exists. All grievances must be presented promptly and no later than ten (10) week days from the date the employee became aware or, by the exercise of reasonable diligence, should have become aware of the occurrence giving rise to the complaint.

(c) Initial oral discussion shall be required for further processing of a grievance and failure to honor a request for oral discussion shall be a proper basis for appealing the grievance to the Second Step.

(d) The immediate Supervisor shall render an oral response to the grievance within five (5) week days after the grievance is presented.

(e) A settlement in the First Step of the grievance procedure shall be informal and limited to the particular grievance adjusted. Written dispositions shall not be requested by either party except that the Union shall be provided a record of back pay award when such has been granted to settle the employee's grievance.

(f) If the Supervisor's answer is not acceptable to the Union, the employee or Union Representative shall complete a form, mutually agreed upon by the parties, which includes the time, date and general nature of the complaint and must be signed by the employee(s) having the complaint.

The Supervisor will verify on the form that oral discussion was held and the date the oral response was given. The employee or Union Representative (where applicable) and Supervisor shall sign the form.

2. Step Two:

(a) In the event the grievance is not resolved at Step One (1), it shall be reduced to writing and presented to the designated Employer Representative within ten (10) week days from receipt of the First Step denial.

(b) Only related subject matters shall be covered in any one grievance. A grievance shall contain the clearest possible statement of the grievance by indicating:

- the issue involved;
- the name(s) of the grievant(s);
- the date the incident or alleged violation took place;
- the specific section or sections of the Agreement involved;
- relief/remedy sought;
- grievance number.

The grievance shall be presented to the designated Employer Representative involved in quadruplicate (four copies) on a mutually agreed upon form furnished by the Employer and Union and signed and dated by the grievant(s) and Union Representative.

(c) Up to two (2) designated Employer Representative(s) shall meet with the grievant and the Union Representative who is generally the Chief Steward to discuss the grievance, and shall present its written answer to the Union within ten (10) week days after the grievance is presented to Step Two (2). Additional

representatives may be present and participate only upon mutual agreement.

(d) The answer shall set forth the facts and contract sections taken into account in answering the grievance.

3. Step Three:

(a) If not satisfied with the Employer's answer in Step Two (2), to be considered further, the grievance shall be appealed to the Departmental Appointing Authority or his/her designee within ten (10) week days from receipt of the answer in Step Two (2). As provided herein, the Employer Representative(s) may meet with the designated Local and/or International UAW Representative(s) to discuss and attempt to resolve the grievance. Such meetings shall take place concerning disciplinary grievances involving suspension, discharge, demotion or less than satisfactory service ratings. For all other grievances, upon the request of the Union, the Employer representative shall meet with the designated Local and/or International Representative(s) to discuss and attempt to resolve the grievance. The written decision of the Employer will be placed on the grievance form by the Departmental Appointing Authority or his/her designee and returned to the grievant(s) and the designated Union Representative. The Step Three (3) meeting, shall be scheduled and held within fifteen (15) week days of receipt of the grievance at Step Three (3). The Step Three (3) answer shall be issued within fifteen (15) week days of the date of the Step Three (3) meeting. Where no Step Three (3) meeting is held, the answer shall be issued within thirty (30) week days of receipt of the grievance at Step Three (3).

(b) The Third Step answer will be in sufficient detail to reasonably apprise the Union of the nature of the contentions made in support of the Employer's position and the basic facts relied upon in support.

It is the purpose and intent of this subsection to assure that there shall be full discussion and consideration of the grievance, on the basis of a full disclosure of the relevant facts by both parties, in the voluntary stages of the grievance procedure.

(c) If not satisfied with the Employer's answer at Step Three (3), the Union may appeal the grievance to arbitration within thirty (30) calendar days from the date the Union receives the Employer's Third Step answer.

If an unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Employer's last answer without prejudice or precedent in the resolution of future grievances. The parties may propose consolidation of grievances containing similar issues.

4. Mediation.

The parties agree to continue the use of mutually acceptable grievance mediation in an effort to resolve all grievances pending at arbitration or pending docketing at arbitration. Mediation will be scheduled two times per year.

5. Pre-Arbitration Meeting.

No later than thirty (30) calendar days before the scheduled date of arbitration, at the request of either party, a representative of the Department and the Local and/or the

International Union shall meet to discuss the grievance and determine if settlement is possible.

6. Step Four: Arbitration.

A panel of Arbitrators are to serve to hear timely appeals to Step Four (4). Such Arbitrators shall be mutually selected by the Union and the Employer. After the expiration of the one hundred eighty (180) calendar day period following appointment of the Arbitration Panel, if any Arbitrator who has been appointed to the panel becomes unacceptable to either or both of the parties, appropriate written notice shall be sent to the Arbitrator and the other party, and he/she shall there upon conclude his/her services. In addition to the agreed upon compensation to be paid for such services, the Arbitrator shall be entitled to necessary travel expenses incurred in connection with the performance of his/her arbitration duties. An Arbitrator's services shall be deemed concluded when he/she has rendered decisions on any grievances pending that have already been heard by him/her.

The parties shall agree to a method for scheduling arbitration cases before individual Arbitrators on the panel. Scheduling meetings shall be held at least semi-annually, but not later than June 1 and December 1 of each year. If no agreement is reached, the Arbitrator shall be selected under the rules of the American Arbitration Association. When an Arbitrator is not available from the panel and unless agreement has already been reached on any preferred method of selection, the Arbitrator shall be selected and the hearing conducted under the rules of the American Arbitration Association. The Federal Mediation and Conciliation Service or Michigan Employee Relations Commission

may be used by mutual agreement. Unless agreement is reached otherwise, the arbitration hearing shall be conducted pursuant to the rules of the American Arbitration Association.

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 the cost.

The Arbitrator shall only have authority to adjust grievances in accordance with this Agreement. 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 and 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 as may be provided by the Civil Service Rules and Regulations. When the Arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) calendar days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing.

(a) Grievances protesting an employee's termination shall be subject to an expedited arbitration procedure. The parties shall ensure that such grievances are scheduled before an individual arbitrator on the panel and heard within six (6) months of the Union's appeal to arbitration.

(b) Upon request of either party, grievances more than one (1) year old that do not involve discipline may be referred to an alternative dispute resolution process for final disposition.

Section C. Time Limits.

The time limits at Steps 1, 2, or 3 shall be extended upon request of either party involved at that particular step. This extension shall be for a maximum of ten (10) work days. After the first extension, any additional extension(s) must be by mutual agreement.

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

Grievances not appealed within the designated time limits in Steps Two (2) or Three (3) of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure shall be considered automatically appealable and processed to the next step. Where the Employer does not provide the required answer to a grievance within the

time limit provided at Steps One (1), Two (2), or Three (3), the time limits for filing at the next step shall be extended for ten (10) additional week days.

If the Employer Representative with whom a grievance appeal must be filed is located in a city other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Similarly, when an Employer answer must be forwarded to a city other than that in which the Employer Representative works, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period.

Section D. Retroactivity.

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

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

It is the intent of this provision that employees be made whole in accordance with

favorable arbitral findings on the merits of particular disputes, however, all claims for back wages shall be limited to the amount of straight time wages and holiday overtime that the employee would otherwise have earned less any unemployment compensation, workers compensation, long term disability compensation, social security, welfare or compensation from any employment or other source received during the period for which back pay is provided; however, earnings from approved supplemental employment shall not be so deducted.

Section E. Exclusive Procedure.

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

Section F. Investigating and Processing Grievances.

1. A Chief Steward shall be allowed a reasonable amount of time without loss of pay to investigate a grievance pending at Step One (1) or Step Two (2) of the grievance procedure when such absence will not substantially interfere with the Employer's operations.

A Chief Steward will be permitted to leave during his/her regular working hours upon requesting and receiving approval from his/her Supervisor in the manner outlined below.

a. The total amount of time which may be used by Chief Stewards for investigating grievances shall not exceed four (4) hours in a pay period. If the Chief Steward is going to visit another work area, approval for such visit must also first be obtained from the appropriate Supervisor of the work area to be visited. The Chief Steward shall be required to report to his/her Supervisor immediately upon his/her return. If the investigation requires travel to another work site the Employer shall not be responsible for compensating the Chief Steward for time in travel.

b. A form for recording and authorizing time spent investigating grievances will be provided by the Employer for the accounting of such time. To secure release and pay for time off during the employee's regularly scheduled working hours, the Chief Steward will be required to complete the form. The Chief Steward shall include the need for investigation or identification of the grievance and the estimated period of time he/she will be away from the work station.

c. The Employer will not be required to release or pay for Chief Steward time off in accordance with this Article where the Chief Steward has failed to follow the provisions contained in this Article.

d. Such activities shall be conducted with the intention of minimizing loss of work time. Any alleged abuse of this provision shall be a proper subject for review by the Employer and the International Union.

2. Whenever possible, the grievant or group grievance representative(s) and the designated Union Representative(s) shall utilize non-work time to consult and prepare. When

such preparation is not possible, the grievant or group grievance representative(s) and the designated Union Representative(s) will be permitted a reasonable amount of time, normally not to exceed one-half (1/2) hour without loss of pay, for consultation and preparation immediately prior to any scheduled grievance step meeting during their regularly scheduled hours of employment. Overtime is not authorized.

One (1) designated Steward and the grievant will be permitted to process a grievance without loss of pay. In a group grievance, a Steward or Union Representative, and up to two (2) grievants shall be entitled to appear without loss of pay in accordance with Article 18 to represent the group. In group grievances involving more than one Bargaining Unit and/or more than one Department, the group shall be represented by two (2) employee grievants and Local and/or International UAW Representatives.

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

Section G. Discipline.

The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. A non-probationary employee who alleges that such action was not based on just cause may appeal a demotion, suspension, or discharge taken by the Employer beginning with Step Three (3) of the grievance procedure.

Section H. Grievance Conduct.

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

Section I. Miscellaneous.

1. Week days, for the purpose of this Article, are defined as Monday through Friday inclusive, excluding holidays.

2. If the Union requests information from an aggrieved employee's personnel file, such information shall be available to the Union, with written authorization of the employee.

If either party requests in writing documentation of any facts on which the other party has relied during the grievance procedure, including names of witnesses, such information shall be timely provided. It is agreed that it is in the party's interest to request and make information available at the earliest possible steps of the grievance procedure. It is also agreed that where a grievance has been scheduled for arbitration, all timely requested information shall be made available as soon as possible, and in no event less than ten (10) week days prior to the scheduled arbitration.

It is agreed that any information timely requested in accordance with the above provision which is not made available shall not be admissible as evidence in any grievance or arbitration hearing.

3. Employees testifying at arbitration will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work.

In the event the hearing is held on an employee's work day at other than the employee's scheduled work time, for purposes of pay only, properly designated Union witnesses shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift or by mutual agreement on another day in the pay period. Employees who have completed their testimony shall return promptly to work when their testimony is concluded unless they are required to assist the principle Union representatives in the conduct of the case. The intent of the parties is to minimize time lost from work.

4. The location of first and second step meetings or conferences as provided for in this article shall normally be at the employee's worksite.

ARTICLE 9
DISCIPLINARY ACTION

Section A. Authority.

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

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

Section B. Investigation.

Allegations or other assertions of failure of proper employee conduct or performance are not charges, but may constitute a basis for appropriate investigation by the Employer. The parties agree that disciplinary action must be supported by timely and accurate investigation. For purposes of this Article, investigation to determine whether disciplinary action should be taken, is timely when commenced within twenty (20) weekdays following the date on which the Employer had reasonable basis to believe that such an investigation should be undertaken. The Employer will agree to conclude an investigation as expeditiously as possible. Where an investigation does not result in discipline, the findings of the investigation shall be communicated to the employee under investigation. Upon the employee's request, such findings will be confirmed in writing, no later than five (5) week days from employee’s request.

An employee shall be given written notice of the right to the presence of a Union Representative at a meeting at which discipline or a less than satisfactory service rating may or will take place, or at an investigatory interview of the employee by the Employer regarding allegations or charges of misconduct against the employee. Upon request, a supervisor will assist the employee by providing contact information for the Union. The Employer must advise the employee of the nature of any disciplinary or investigatory meeting before the meeting commences. At the beginning of the investigatory conference of the employee who is the subject of the investigation the designated Union Representative shall be given a copy of any prepared investigation questions to be asked during the investigatory conference. This shall in no way limit the questions the Employer may ask during the conference. In the event the investigatory conference is not completed, the Union Representative shall return the copy of the investigation questions.

The parties agree that when, in the course of any investigation, a written statement of any kind is requested from an employee, eligible for representation under this Article, the employee shall be given the request in writing with notice that the employee may consult with a Union Representative prior to responding. The employee shall be afforded a reasonable time to respond without undue delay but in no event shall the response be due prior to 24 hours. A copy of the written response shall be provided to the employee who shall have an opportunity to review, amend, change or correct said statement no later than the end of the employee's next regularly scheduled work shift. Such statement shall not be considered or used until the time period set forth herein has elapsed.

Section C. Disciplinary Action and Conference.

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

Whenever it is determined that disciplinary action is appropriate, a Disciplinary Conference shall be held with the employee at which the employee shall be entitled to Union representation. The Representative must be notified and requested by the employee. Upon request, a supervisor will assist the employee by providing contact information for the Union. The Employer shall provide at least five (5) weekdays advance notice of the meeting to the employee. Disciplinary packets shall be transmitted no less than five (5) week days before the conference. Disciplinary packets shall include consecutively numbered pages, the notice of charges and the facts relied upon by the Employer in determining that disciplinary action is appropriate.

The parties agree it is their intent to utilize the following process for transmitting disciplinary packets to the Union no less than five (5) weekdays before the scheduled disciplinary conference consistent with the Memorandum of Understanding dated 2/16/10. In the event that there is a steward at the same worksite as the employee who is the subject of the disciplinary

conference, the Employer will give the steward the disciplinary packet.

In the event that there is no steward designated for the employee who is the subject of the disciplinary conference or the steward is not at the same worksite as the employee, the Employer will email, fax, mail or deliver the disciplinary packet to the Local 6000 office in Lansing. The first weekday after the packet is emailed, faxed, or delivered will count as the first of the five (5) weekdays. The Employer may also mail the disciplinary packet to the Local if the document is too lengthy to email or fax. However, an additional three (3) weekdays (to account for mail time) must be added.

In all cases, if the steward is on leave and not at their worksite, the packet will be provided to the Local 6000 office using the process outlined above.

Weekdays, for the purpose of the process, are defined as Monday through Friday inclusive, excluding holidays consistent with Article 8, Section I, of this Agreement.

No Disciplinary Conference shall proceed without the presence of a requested Representative. The Representative shall be a UAW work site Steward or a UAW Chief Steward so that scheduling of the Disciplinary Conference shall not be delayed. At the disciplinary conference the results of the investigation and documentation of all evidence gathered, including summaries of verbal statements, shall be made available to the employee or designated Union Representative, upon request.

The employee shall be informed of the nature of the charges against him/her and the

reasons that disciplinary action is intended or contemplated. Except in accordance with Sections C.2., D., and E. of this Article, an employee shall be promptly scheduled for a Disciplinary Conference. Questions by the employee or Representative will be fully and accurately answered at such meeting to the extent possible. Response of the employee, including his/her own explanation of an incident if not previously obtained, or mitigating circumstances, shall be received by the Employer. The employee shall have the right to make a written response to the results of the Disciplinary Conference which shall become a part of the employee's file.

The employee shall be given and sign for a copy of the written notice of charges and disciplinary action if determined. Where final disciplinary action has not been determined the notice shall state that disciplinary action is being contemplated. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form.

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

3. Notice. Formal notification to the employee of disciplinary action shall be in the form of a letter or form spelling out charges and reasonable specifications, advising the employee of the right to appeal. The employee must sign for his/her copy of this letter, if presented personally, or the letter shall be sent to the employee by

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

4. Any employee who alleges that disciplinary action is not based upon just cause may appeal such action in accordance with the grievance procedure. Reassignment of an employee at the same level, and work location if feasible, incidental to a disciplinary action upheld or not appealed shall not be prohibited or appealable, provided the possibility of such reassignment was stated to the employee in the notice of disciplinary action. However, the Employer retains the option to reassign as part of the administration of discipline for just cause.

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

Section D. Emergency Removal.

Nothing in this Article shall prohibit the Employer from the emergency removal of an employee from the premises in cases where, in the judgment of the Employer, such action is warranted such removal shall be with pay and benefits. Within seventy-two (72) hours of the emergency removal, a written notice shall be issued to the employee stating the reason(s) for the removal. As soon as practicable thereafter, investigation and the Disciplinary Conference procedures described herein shall be undertaken and completed. The emergency removal shall be

superseded by suspension for investigation, disciplinary suspension, dismissal, or reinstatement within seven (7) calendar days.

Section E. Suspension for Criminal Charge.

Any employee arrested, indicted by a grand jury, or against whom a charge has been filed by a prosecuting official for conduct on or off the job, may be immediately suspended. Such suspension may, at the discretion of the Employer, remain in effect until the indictment or charge has been fully disposed of by trial, quashing or dismissal.

Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this Subsection, where the employee contends that the charge does not arise out of the job or is not related to the job. An employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service upon proper notice without the necessity of further charges being brought and such disciplinary action shall be appealable through the grievance procedure. The record from any trial or hearing may be introduced by the Employer or Union in such grievance hearing, including Arbitration. Under this circumstance a Disciplinary Conference will be conducted only upon written request of the employee.

An employee whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing and made whole if previously suspended in connection therewith unless disciplinary charges, if not previously brought, are filed within three (3) week days of receipt of notice at the Central Personnel Office of the results of the case, and appropriate

action in accordance with this Article is taken against such employee. Nothing provided herein shall prevent the Employer from disciplining an employee for just cause at any time irrespective of criminal or civil actions taken against an employee or irrespective of their outcome.

Section F. Resignation in Lieu of Disciplinary Action.

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

Section G. Suspension for Investigation.

The Employer may relieve an employee from duty with pay for investigation. A suspension shall be superseded by disciplinary suspension or dismissal, or by reinstatement, within seven (7) calendar days or within such extension as may be authorized in writing by the department personnel director or his/her designee. Where a subsequent disciplinary suspension results, the Employer may count the days of suspension for investigation as part of the penalty.

Section H. Location.

The location of the investigatory interview or disciplinary conference shall normally be at the employee's worksite. By mutual agreement, the interview/conference can be at an alternate location.

ARTICLE 10
NON-DISCIPLINARY COUNSELING AND PERFORMANCE REVIEW

The intent of performance review and counseling is to inform and instruct employees as to requirements of performance and/or conduct. Neither performance review, informal nor formal counseling shall be considered as punitive/disciplinary action nor as prerequisites to disciplinary action.

Section A. Performance Discussion or Review.

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

Section B. Informal Counseling.

Informal counseling may be undertaken when, in the discretion of the Employer, it is deemed necessary to improve performance, instruct the employee and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be written up or recorded. No reference to informal counseling may be made in any subsequent document.

Section C. Formal Counseling.

1. When in the judgement of the Employer, formal counseling is necessary, it may be conducted by an appropriate supervisor. The

Employer must advise the employee at the commencement of a meeting that it is a formal counseling session. Formal counseling may include a review of applicable standards and policies, actions which may be expected if performance or conduct does not improve, and a reasonable time period established for correction and review. A narrative description of formal counseling will be prepared on a record of counseling form, a copy of which will be given to and signed for by the employee and a copy kept in the employee's personnel file. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. Formal counseling is grievable in accordance with Article 8, Section A., Subsection (9).

2. An employee shall not have the right to a designated Union Representative during counseling.

3. Formal counseling may not be introduced in a disciplinary conference except to demonstrate, if necessary, that an employee knew or knows what is expected of them.

4. The distinction between informal and formal counseling shall be maintained and a counseling memo, if any, shall be considered formal.

Section D. Removal of Records.

At the employee's request a Record of Counseling form, Performance Review/Evaluation, or Satisfactory Service Rating shall be removed from an employee's file after twelve (12) months of satisfactory performance during which the employee has not received a less than satisfactory service rating, been the

subject of disciplinary action, or received further formal counseling for the same or similar reason(s). At the employee's or Union's request, early expungement may occur at the employer's discretion for a record of counseling form, performance review/evaluation, or satisfactory service rating.

ARTICLE 11
SENIORITY

Section A. Seniority Definitions.

For the purposes indicated below, seniority shall consist of the total number of continuous service hours of an employee in the State Classified employment. State Service shall be as recorded in the Human Resources Management Network (HRMN) Continuous Service Hours Counter; except that no hours paid in excess of eighty (80) in a bi-weekly pay period shall be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay (except military leaves of absence for up to 10,400 hours in accordance with federal statutes) or layoff except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff. Employees off work due to compensable injuries or illness shall continue to accumulate seniority for the full period of illness or disability precisely as though they had been working.

1. Seniority as defined above shall be used for:

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

b. ***Longevity Pay***: If an employee leaves State Classified employment and later is

rehired, he/she shall receive no longevity pay. However, once such a rehired employee has been in pay status for five (5) years, all previous time shall be credited for longevity pay. The only exception shall be for employees rehired who repay severance pay received.

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

2. Seniority as defined above (except that military time earned prior to State employment and credited to the HRMN Continuous Service Hours Counter and except service in any excepted or exempted position as outlined in schedule A or B of the current Civil Service Commission Rules in State Government which preceded entry into the State Classified Service and which was credited to the HRMN Continuous Service Hours Counter shall be removed from an employee's continuous service hours) shall be used for:

a. Layoff and Recall
b. Assignment and Transfer

Employees laid off out of line seniority shall continue to receive continuous service credit for the period of layoff not to exceed six (6) years provided that a less senior employee in the same class and level is still working at the work location from which the employee was laid off. In the event two (2) or more employees are tied in seniority, seniority for purposes of breaking the tie shall be determined by length of continuous service at the current level and any higher level(s) and then at successively lower levels of service. Ties in seniority which cannot be resolved on the basis of seniority in accordance with this Section shall be resolved by reference to the last four digits of the tied employee's Social Security

number with the highest four digit number receiving preference.

Section B. General Application.

1. The Employer will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

2. An employee's continuous service record shall be broken and not bridged when the employee separates from the State Classified Service by means other than layoff, suspension, or approved leave of absence.

3. Following the assumption of employees into these Bargaining Units by Civil Service Commission action from other public or private jurisdictions, the parties shall meet and negotiate the seniority rights of these employees as permitted in Civil Service Commission Rule 2-16.7, effective January 1, 2002.

Section C. Seniority Lists.

The Employer will prepare seniority lists by Department, Agency, work location address, worksite address, classification and level showing seniority, as defined in Section A., of all unit employees on the payroll as of the end of the pay period preceding the preparation date. The seniority list shall be prepared at the end of the first pay period in October and at the end of the first pay period in April, and will be made available for review by employees. A copy of such lists shall be provided to the Union.

An employee or the Union shall be obligated to notify the Employer of any error in the current

seniority list within twenty (20) week days after the date such list is made available for review by employees. If no error is reported within this period, the list will stand as prepared and will thereupon become effective for all applications of seniority as specifically provided in this Agreement. For purposes of layoff, seniority shall be continuous service hours as of three (3) weeks prior to the date the layoff notices are sent to employees. Any errors in seniority which occur between the finalization of the seniority lists prepared in October or April and three (3) weeks prior to layoff shall be corrected if reported by the employee within fifteen (15) work days of notice of layoff. Departmental employees and the Union shall be given access to review the statewide departmental seniority lists. The parties agree to pursue additional alternatives to providing such information to employees, including providing such information on paycheck stubs.

ARTICLE 12
LAYOFF AND RECALL PROCEDURE

Section A. Application of Layoff.

The Union recognizes the right of the Employer to layoff or to reduce the hours of employment, including the right to determine the extent, effective date, and length of such layoffs, for lack of funds, reduction in spending authorizations, lack of work, or reasons of administrative efficiency. The Employer shall have the right to determine the positions to be vacated when a reduction is deemed necessary. Bumping, layoff and recall of Bargaining Unit employees shall be exclusively governed by and in accordance with the provisions of this Agreement and this Article. Layoff and recall shall be in accordance with procedures set forth in this Article with the exception that they shall not apply to:

1. Temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off by inverse seniority within classification and work location and recalled by seniority. Positions in a class series which contain patterned level changes shall be considered to be at the same class and level. Temporary layoff will only be used for:

Unanticipated loss of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period. Issuance and legislative approval of a Governor's Executive Order shall be conclusive evidence of unanticipated loss of funding, but shall not be required. Losses of or reductions in federal funds, restricted State funds, bond sales, or other sources of State revenues shall qualify under this Section; or

2. Seasonal layoff of seasonal employees, however, procedures covering seasonal layoff and recall of seasonal employees shall be a proper subject for secondary negotiations; or

3. School year employees at institutions and schools, during recess in the academic year and/or summer, unless otherwise modified in secondary negotiations.

An employee who is temporarily laid off in accordance with paragraph (1) above shall not be entitled to any leave balance payoffs upon temporary layoff, however, employees who are temporarily laid off shall continue to accrue seniority leave credits and all benefits as if they were in full pay status.

Bargaining Unit employees scheduled to work on a temporary layoff day may volunteer for preferential layoff out of line seniority in accordance with the Settlement Agreement for Civil Service Reference No. 2009-03611.

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

An employee with status acquired in a limited term appointment and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department in the same class as that from which the employee was separated. Such reinstatement may precede employment of any person with less seniority from a promotional list and any person with less seniority on a recall list. This Subsection shall not apply in the case of a continuing State classified employee who accepted an appointment to a limited term

position under the same Appointing Authority; upon expiration of the limited term appointment the employee will be returned to his/her former class, level, and work site, if there is a vacancy. If there is no vacancy, the employee shall exercise employment preference under the same Appointing Authority beginning at the last class and level at which the employee satisfactorily completed the probationary period in an indefinite appointment before accepting the limited term appointment.

Upon the expiration of the appointment of a continuing state classified employee who accepts an appointment to a limited term position under a different Appointing Authority, the employee will be returned to his/her former class and level within the new Appointing Authority and new work location if there is a vacancy. If there is no vacancy, the employee shall exercise employment preference with the new Appointing Authority beginning at the last class and level at which the employee satisfactorily completed probationary period in an indefinite appointment.

When the Employer determines there is to be a layoff, employees who are scheduled to be laid off or bumped shall be given such written notice not less than fifteen (15) calendar days prior to the effective date of layoff or bump. The Employer will, when layoffs are being planned, inform the Union, as soon as practicable, which under normal circumstances is hereby deemed to be not less than thirty (30) calendar days and discuss, upon request, the potential impact upon Unit employees caused by such layoff. The Union may also request and shall promptly receive the right to a conference with the particular Department/Agency, prior to the layoff notice being issued to the affected employee(s) for the purpose of receiving sufficient information

to explain Employer procedure or correct agreed upon errors. The parties agree to set aside all normal business in order to meet. However, layoff notices will not be delayed solely due to the inability to meet in a timely manner. The Employer shall provide the following information to the Union prior to any such scheduled conference: name(s), classification(s) and level and worksite(s) of all Bargaining Unit employee(s) affected by the reduction in force, current statewide seniority list(s), employee(s) histories and preference form(s) (if applicable) used to complete the layoff or bumping process. When layoffs and bumping are completed, the Union shall be entitled to receive, as soon as feasible, a completed list identifying those employees who have been bumped or laid off.

In the event of any layoff within a Department, the Employer shall not modify or create new classifications for the purpose of avoiding the recall of laid off Bargaining Unit employees.

Section B. Voluntary Layoffs.

When the Employer elects to reduce the work force through a layoff, employees within the affected classifications and layoff unit may request, in writing, preferential layoff out of line seniority. The Employer shall approve such request(s) for voluntary layoffs (by seniority) and shall not contest the employee's eligibility for unemployment compensation. Nothing in this Section shall be construed to constitute a waiver of such employee's recall rights. The fifteen (15) calendar day notice requirement in Section A. above shall be waived for employees requesting preferential layoff. Such employees shall not accrue seniority while on layoff.

Section C. Reduction in Hours.

Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs. Layoffs designated by the Employer as temporary shall not be considered as a reduction in hours under this Article or Agreement.

Section D. General Layoff Procedures.

1. Layoff shall be statewide within a Department or layoff unit which existed on November 16, 1985, unless subsequently modified in secondary negotiations. Layoff units shall be defined in secondary negotiations upon request of either party.

2. Within a layoff unit, except where the use of approved class clusters has been authorized in secondary negotiations, layoff shall be by Civil Service classification and level within a series by inverse seniority. Positions in a class series which contain patterned level changes shall be considered to be at the same class and level. Where the use of approved class clusters has been authorized in secondary negotiations, layoff shall be by inverse seniority within the layoff unit and the approved class cluster.

3. Seniority for purposes of layoff, bumping and recall shall be as defined in Article 11, Section A.

4. Excluded and non-exclusively represented employees as defined by the Civil Service Rules and Regulations shall be permitted

to bump back into these Units under procedures outlined hereinafter.

Seniority of excluded and non-exclusively represented employees for purposes of bumping into the Administrative Support Bargaining Unit shall be computed as follows:

a. All persons employed on January 13, 1983, shall retain full seniority based on their continuous service prior to that date.

b. All persons who moved from the rank and file to an excluded or non-exclusively represented position prior to January 13, 1983, shall retain all continuous service hours for purposes of seniority earned up to January 13, 1983, plus up to an additional 1,040 hours.

c. All persons who move from rank and file to an excluded or non-exclusively represented position after January 13, 1983, shall retain all continuous service hours for purposes of seniority earned up to the effective date of such appointment and thereafter up to 1,040 hours earned in such excluded position.

5. Seniority of excluded or non-exclusively represented employees for purposes of bumping into Human Services Bargaining Unit shall be computed as follows:

a. All persons employed on November 24, 1980, shall retain full seniority based on their continuous service prior to that date.

b. All persons who moved from the rank and file to an excluded or non-exclusively represented position prior to November 24, 1980, shall retain all continuous service hours for

purposes of seniority earned up to November 24, 1980, plus up to an additional 1,040 hours.

c. All persons who moved from the rank and file to an excluded or non-exclusively represented position after November 24, 1980, shall retain all continuous service hours for purposes of seniority earned up to the effective date of such appointment and thereafter up to 1,040 hours earned in such excluded position.

6. The Employer may layoff and recall out of line seniority because of:

a. Gender;

b. Manual communication skill;

c. Bilingual skill;

d. Civil Service Commission approved selective certification;

e. Civil Service Commission approved sub-class codes;

e. Maintaining an existing affirmative action program in accordance with applicable law and approved in advance by the State Personnel Director.

The exceptions listed in Subsections a. through e., above, shall only be made where there is a valid occupational requirement and no alternative exists for preferring the less senior employee.

7. No permanent employee shall be laid off until all initial probationary employees in the same classification and layoff unit are laid off,

unless the provisions of Section D., Subsection 6., would be applicable.

8. No permanent employee shall be laid off until all limited term and temporary non-career appointments in the same classification (or approved class cluster if authorized in secondary negotiations) and layoff unit are terminated. Positions in a class series which contain patterned level changes shall be considered to be the same class and level.

Section E. Bumping.

The employee scheduled for layoff may elect either to accept layoff or bump to the least senior position in the layoff unit for which the employee is qualified, as provided in this Section. An employee scheduled for layoff who fails or is unable, in accordance with Section D., Subsection 3., to exercise the option to bump to the least senior position shall be laid off. Positions in a class series which contain patterned level changes shall be considered to be the same class and level.

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

1. A vacant position which the Employer intends to fill; or, in the absence of such vacancy,

2. The position occupied by the least senior employee as defined in Section D., Subsection 3., above.

Within seven (7) calendar days of receipt of notification of layoff, the employee scheduled for layoff shall notify the Employer of his/her decision to either accept layoff or bump into the least senior position in the layoff unit in the next lowest

level and successively lower levels thereafter, within his/her current class series (or approved class cluster if authorized in secondary negotiations). If the employee is unable to apply preference within their current class series in the layoff unit, the employee may elect to apply preference to a former classification series at and below any level which the employee had satisfactorily completed the required probationary period (or approved class cluster if authorized in secondary negotiations). Positions in a class series which contain patterned level changes shall be considered to be the same class and level. Alternatively, if it would result in a higher rate of pay, an employee may bump into the least senior position in the layoff unit in a former class series (or approved class cluster if authorized in secondary negotiations) at and below any level which the employee had satisfactorily completed the required probationary period. This alternative shall not apply to employees who were demoted from the higher paying class for disciplinary reasons or who transferred from the higher class in less than satisfactory employment status.

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

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

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

Except as specified in Section D., Subsections 4., and 5., of this Article, employees outside these Bargaining Units shall have no bumping rights to positions within these Bargaining Units. Bargaining Unit members have no bumping rights arising out of this Agreement to positions outside these Bargaining Units.

The issue of the use of approved class clusters for bumping purposes shall be a proper subject for secondary negotiations on the request of either party.

Bumping between employment types (i.e., full-time, part-time, seasonal, and permanent-intermittent) shall be in accordance with current Departmental practice unless negotiated otherwise in secondary negotiations. There shall be no bumping between positions with different appointment durations (i.e., Permanent, limited term, and temporary non-career).

Bargaining Unit members shall not receive travel expense or moving expense

reimbursement in connection with bumping or equivalent reassignment.

Section F. Recall Lists.

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

a. The Primary Class is the class and any other class(es) in the approved class cluster from which an employee is initially laid off or bumped.

b. The Secondary Class is a class and level and any other class(es) in the approved class cluster in the Bargaining Units, other than the primary class, in which the employee has satisfactorily completed the required probationary period, and any lower level class in that class series or approved class cluster.

c. **A *Departmental Recall List*** is a list in seniority order by class and level, approved class cluster, and by county or Agency/facility of each employee who has been laid off or bumped from a position in the Department and for which he/she is both eligible under a. and b. above and has requested recall to such class, level and county or Agency/facility.

d. **A *Statewide Interdepartmental Recall List*** is a list in seniority order by class and level, Department and county of each employee who has been laid off or bumped from a position in the State Classified Service, and for which he/she is both eligible under both a. and b. above and has requested recall to such class, level, Department and county.

2. *Construction of Lists:* Each employee who is laid off from State employment

who bumps or who refuses reassignment to another county shall be placed on the Departmental Recall List for the primary and any secondary classes for which he/she is eligible in his/her current employee status code, within their affected county of displacement. The Employer shall provide the employee, concurrent with the notice of layoff or bump, a recall form, which includes the options of departmental recall, interdepartmental recall, and limited term recall. Employees electing to complete a recall form shall submit the form to the Human Resources Office for the Department from or in which they were laid off or bumped.

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

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

An employee may reactivate his/her name on appropriate recall lists and/or elect additional locations during their period of eligibility for recall by providing written notice to the Appointing Authority. Such additions shall, as soon as practicable, be included on recall lists prepared after the date of receipt. Provided, however, that

an employee removed from a recall list in accordance with Section H. may not elect to be returned to the same list within six (6) months of rejecting recall to the Department or location in question.

Section G. Recall From Layoff.

The provisions of this Section shall be applied subject to the exceptions listed in Section D., Subsection 6., of this Article. Notice of recall shall be sent to the employee at his/her last known address by regular and registered or certified mail.

When the Employer intends to fill a vacancy by recall, the Employer shall recall the most senior employee who is on the Departmental Recall List for such class and level and who has designated that county or Agency/facility. Positions in a class series which contain patterned level changes shall be considered to be the same class and level.

If no employee is on such Departmental Recall List, the Employer shall recall the most senior employee from the Statewide Interdepartmental Recall List for the class and level who has designated the county and Department in which the vacancy exists as one to which he/she will accept recall.

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

Section H. Removal of Names From Recall Lists.

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

1. a. An employee who refuses or accepts recall to employment in his/her original county in his/her primary class shall be removed from all recall lists.

b. An employee who refuses or accepts recall to a secondary class in his/her original county or Agency/facility shall be removed from all lists for such secondary class.

c. An employee who refuses or accepts recall to a primary or secondary class on a Departmental Recall List shall be removed from the list(s) for such class except at the county or Agency/facility from which he/she was laid off.

d. An employee who refuses or accepts recall to a primary or secondary class outside of his/her original county on a Statewide Interdepartmental Recall List shall be removed from the list(s) for such class except the county or agency/facility from which he/she was laid off.

e. The parties agree that the recall rights, seniority and benefit credit of employees who are separated or who resign from State employment are forfeited as a result of such separation or resignation, except that an employee who resigns during the first six (6) months of employment in a secondary class or is separated by the Employer during the first six (6) months of employment in

such class based on inability to satisfactorily perform required job responsibilities shall, if not reinstated to the former class, retain all recall rights and, if recalled, shall retain seniority and benefit credit.

2. An employee whose name was removed from the recall list for failing to respond within ten (10) calendar days from the mailing date of the recall notice shall, upon written request to his/her former department, have his/her name placed back on the recall list up to limits outlined in Article 12, Section G of this Article.

Section I. Limited Term Recall.

In accordance with the provisions of this Article, employees may designate agreement to be recalled by county, Department or Agency/facility on a limited term basis when laid off. Limited term recall shall also be on the basis of seniority. An employee who fails to accept limited term recall to a county, Department or Agency/facility previously designated shall be removed from that list. Removal from a limited term list shall be in accordance with the provisions of Section H. of this Article and shall not affect the employee's place on a permanent recall list. An employee whose limited term recall expires shall have no bumping rights nor return rights to a position held prior to the recall.

Section J. Layoff and Recall Information to the Union.

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

The Employer shall provide to the Union copies of recall forms completed by employees.

The Employer agrees to provide to the Director of the Union's Public Sector and Health Care Servicing Department and to the Local Union a quarterly report of all Bargaining Unit employees, by Department/Agency, who have been laid off during that quarter, including the date of the layoff. The Employer shall also provide a quarterly report of Departmental and Statewide Interdepartmental Recall List.

ARTICLE 13
ASSIGNMENT AND TRANSFER

Section A. Definitions.

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

2. Reassignment. A reassignment is a change of assignment of a classified employee effected upon the Employer's initiative in accordance with Section B. of this Article.

3. Transfer. A transfer is either the filling of a vacancy, or a permanent change in assignment, at the employee's initiative or request in accordance with Section C. of this Article.

4. Initial Vacancy. An initial vacancy is a new or existing unfilled, permanent position which the Employer seeks to fill. A position from which an employee has been laid off or transferred is not an initial vacancy for purposes of transfer.

5. Subsequent Vacancy. A subsequent vacancy is a vacancy which results from the transfer of an employee who exercises his/her transfer rights in accordance with Section C. of this Article.

6. Patterned Positions. For purposes of this Article, positions in a classification series that have patterned level changes shall be considered the same class and level.

7. Work Location. Work location is a county or a facility within a county, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location. This definition shall be the subject of secondary negotiations at the request of either party.

8. Work Site. For the purpose of this Article each of the following shall be considered a separate work site:

a. A building within a work location;
b. A building or group of buildings which constitute a facility of the Departments of Community Health, Corrections, or organizational field unit in the Departments of Natural Resources and Environmental Quality, and the Department of Human Services, and Military and Veterans Affairs.
c. In Metro-Lansing area, the various administrative office locations for each Department/Agency shall be considered as a single work site.

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

9. Seniority. For purposes of this Article seniority shall be as defined in Article 11.

10. Qualified. For purposes of this Article, except as provided in Section C.3. an employee shall be deemed qualified if he/she is actively employed on a permanent basis in the same Civil Service classification as the vacancy.

Section B. Assignment-Reassignment.

1. Right of Assignment. Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within an Agency or work location. The use of approved class clusters for reassignment shall be a proper subject for secondary negotiations. In filling a vacancy the Employer shall continue to have the right to assign or reassign a qualified employee subject only to the provisions of this Article.

2. Other Assignment. Prior to utilizing provisions of Section C., Subsection 2, and 3 of this Article, the Employer may reassign an employee within the employee's work site,

provided that such reassignment does not require a shift change.

In reassigning an employee from one work location to another, or one work site to another, or from one assignment to another requiring a change in shift, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts or between work locations, within the immediately preceding twelve (12) month period. In the absence of a relevant transfer list, before making an involuntary reassignment between work sites, work locations or across shifts the Employer shall seek volunteers in the class/approved class cluster from the work site, work location or shift from which the reassignment is to be made.

The Employer will not reassign an employee to another classification if such assignment would require compensation in a lower pay range. At work sites having multiple shifts, a redistribution of employees between shifts, provided that there is no net gain of employees, shall be accomplished by voluntary transfers of employees from the other shifts at that work site. Failing to meet operational requirements via these transfers, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts within the immediately preceding twelve (12) month period. To maintain a balance of experienced employees in a manner requiring transfer out of line seniority on a shift, agreements will be sought through the appropriate level Labor-Management Meetings. An employee who refuses a reassignment to another county within 75 miles shall not have such refusal treated as a layoff, however, he/she shall be entitled to recall rights, an employee who refuses a reassignment of more than 75 miles

shall have such refusal treated as a layoff pursuant to provisions of Article 12.

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

4. Employee Demotion. The Employer may fill a position by either voluntary or involuntary demotion for cause of an employee in these Bargaining Units, prior to transferring or recalling employees.

5. Relief Assignments. Relief assignments may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. Relief assignment may be utilized by the Employer as a regular assignment.

6. Temporary Reassignment. The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a recall list without being bound by the procedure of Section C., Subsections 1, 2 and 3 of this Article. However, temporary reassignments at work sites or locations outside the employee's permanent work location or county containing the employee's permanent work site will make the employee eligible for travel and meal allowances. The Employer will advise the employee of the expected duration of the temporary reassignment. If an extension becomes necessary, the employee will be

advised of the expected duration of the extension. The Employer agrees to meet with the Union upon request if questions arise regarding the duration of the temporary reassignment.

7. Reassignment to Alternative Position. The Employer may reassign employees to a vacant position within their work location without being bound by the procedures in Section C., Subsections 1 and 2 of this Article in order to:

a. Accommodate an employee's need for an intermittent or reduced work schedule in accordance with the Federal Family and Medical Leave Act when such time off is medically necessary because of an employee's own serious health condition or the serious health condition of a parent, spouse or child, or

b. To address an employee's request for reasonable accommodation.

The Employer may likewise reassign employees covered by this Agreement to positions outside these Bargaining Units for the reasons outlined in this Subsection.

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

a. By mutual agreement between the Employer and the employee;

b. In cases of employee conduct reassignment;

c. As required in Subsection 2 of this Section.

9. General.

a. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) calendar day period expires, the employee's eligibility for travel, lodging, and meal

allowances shall be extended by the same period of time he/she is required to report early.

b. Reassignment of employees shall not be made in an arbitrary or capricious manner.

Section C. Transfer.

1. Initial Vacancy. When the Employer seeks to fill an initial vacancy the Employer shall post or otherwise provide notice of such vacancy for five (5) week days excluding holidays, at the work site at which the vacancy occurs. If three (3) or more employees express an interest in the vacancy, the Employer shall appoint one of the three (3) most senior qualified employees. Where only one (1) or two (2) express an interest, the Employer shall take one (1) or two (2) names of the most senior employees on the Department transfer list so that there is a total of three (3) employees to be considered. The Employer shall appoint one of the three (3) most senior qualified employees. If no employees express an interest, the vacancy shall be filled in accordance with Section C., Subsection 2, below. If there are less than three (3) total employees interested in the vacancy or on the transfer list**,** the Employer may consider all other forms of appointment procedure, providing there are no names on any applicable recall lists but will give equal consideration to those on the transfer list. Nothing contained herein shall prohibit the Employer from selecting the most senior qualified applicant.

When the Employer seeks to fill a vacancy as outlined in this Subsection, the offer of employment shall be confirmed in writing to the employee prior to appointment.

2. Transfer Lists.

a. Departmental Transfer List. Employees shall be entitled to express an interest

in transfer to other work locations and/or work sites within their own department to which they would like to transfer within their current classification which would allow them to retain their same level. The issue of tiered transfer priorities and transfers between classes within the same approved class cluster shall be a proper subject for secondary negotiations. Such requests may be submitted to the appropriate Personnel Office on a continuing basis. Lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees, no later than September 15, that transfer lists established by this Agreement are expiring on September 30. Employees desiring transfer consideration during the subsequent twelve (12) months must submit new requests. All requests must be made in writing on the established departmental form or in the absence of such form, by letter or memorandum. Such forms shall be available to employees at their work site.

Employees submitting transfer requests shall indicate desired work locations by county designation or other appropriate designations as determined in secondary negotiations, except that no transfer rights from this list shall exist for positions within an employee's current work site.

b. Interdepartmental Transfer. Employees shall be entitled to express an interest in transfer to other departments within their current classification which would allow them to retain their same level. Such request shall be submitted to the current Departmental Personnel Office on a continuing basis. Lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees, no later than September 15, that said lists established by this agreement are expiring on September 30. Employees desiring transfer consideration during the subsequent

twelve (12) months must submit new requests. All requests must be made in writing on the established OSE form. Such form shall be available to employees through their Personnel Office. Employees submitting transfer requests shall indicate desired counties.

c. Application. A subsequent vacancy shall be filled from among employees on the appropriate Departmental Transfer List provided such list contains three (3) or more qualified employees. When a selection is made from such a list, the Employer shall appoint one of the three (3) most senior qualified employees. Where there are less than three (3) on the Departmental Transfer List, and the Employer elects not to reassign under the provisions of Section B., Subsection 2, the Employer may consider the Interdepartmental Transfer List providing there are no names on any applicable recall lists. If there is an Interdepartmental Transfer List the Employer may give equal consideration to promotion of employees from within the department. When using the Interdepartmental Transfer List if there are at least three (3) names on the list the Employer shall appoint one (1) of the three (3) most senior employees or appoint a promotional candidate from within the department. If there are fewer than three (3) names on the Interdepartmental Transfer List, the Employer may consider all other forms of appointment procedure including the promotion of employees from within the department. Nothing contained in these provisions shall prohibit the department from selecting the most senior qualified candidate.

If the Employer decides to fill a vacancy in these Bargaining Units by promotion the Employer will give primary consideration to employees in these Bargaining Units consistent with Civil Service Rules and Regulations.

3. Limitations. The Employer shall not be required to consider:

a. Initial or continuing probationary employees;

b. Employees in less than satisfactory standing;

c. Employees who have been transferred any time during the immediately preceding twelve (12) month period;

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

e. Employees if the vacancy is part of a Conduct Reassignment as described in Section B., Subsection 3, of this Article;

f. Employees who do not possess the particular qualifications for the assignment, including but not limited to:

(1) Special job skills;

(2) Physical requirements;

(3) Selection certification requirements;

(4) Sub Class Code Requirements;

g. Where a work site or facility is closed or divided, the Employer may reassign employees along with their work responsibilities to the new facility or work site.

h. Employees who have been promoted, hired, recalled or reinstated within the immediately preceding twelve (12) month period.

4. Hardship Transfers. Legitimate hardship transfer requests to another work location submitted by the Union may be honored where the Appointing Authority determines that a hardship exists and that to do so will not impair the operating effectiveness of the Department/Agency or any subunit thereof. For purposes of this Subsection, hardship means health condition of an employee or an employee's

immediate family (as defined in Article 40) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. The Union agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable if done in accordance with the provisions of this Subsection.

5. Correcting a Staffing Imbalance. Where the Employer seeks to correct a staffing imbalance between work locations or work sites, the Employer shall first approve transfer requests from the overstaffed work site/work location prior to the reassignment of an employee. In the absence of transfer names from such overstaffed work site/work locations, the Employer may reassign in accordance with the provisions of Section B., Subsection 2., of this Article. When the Employer intends to utilize this provision the Employer shall give the Union, prior notice and shall, upon request, meet with the Union to discuss the details of such action. The criteria for determining when a staffing imbalance under this Section exists shall be subject to secondary negotiations.

6. Exchange Transfer. An exchange transfer may take place upon agreement of involved employees, the Employer and the Union.

Section D. Seniority Exceptions for Reassignment or Transfer.

The Employer may reassign or transfer out of line of seniority to maintain an existing affirmative action plan in accordance with applicable law

when approved in advance by the State Personnel Director.

Section E. Expense Reimbursement.

Employees who are reassigned under the provisions of Section B. of this Article shall be eligible to receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement.

Employees who are transferred under the provisions of Section C. of this Article shall not be entitled to receive reimbursement for incurred moving expenses pursuant to Article 37 of this Agreement. However, an employee's employing Department/Agency may at its sole discretion authorize the application of part or all of such Article.

The granting of administrative leave when the Employer conducts interviews under the provisions of this Article will continue in accordance with current practice unless negotiated otherwise in secondary negotiations.

The provisions of this Article shall not obligate the Employer to retrain, furnish, or provide for retraining of any employee in order to permit him/her to apply for or receive approval of a transfer request.

Section F. Limited Term Employees

An employee whose status has been gained solely in a limited term appointment may not be moved to a permanent position until the rights of permanent employees under Article 12 and 13 have been exhausted.

ARTICLE 14
HOURS OF WORK

Sections A., B., C., D. shall not apply to Permanent-Intermittent, or less than full-time employees.

Section A. Bi-weekly Work Period.

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

Section B. Work Days.

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

Section C. Work Shift.

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

Day Shift - Starts between 5:00 a.m. and 1:59 p.m.

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

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

Employees may be assigned to work rotating or relief shifts.

If a paid lunch period is provided by the Employer, the shift shall be eight (8) consecutive

hours. An unpaid lunch period shall not exceed one (1) hour and shall normally be taken at or near the end of the first four (4) hours of work in accordance with operational requirements.

The Union and the Employer recognize that certain employees are exempt from explicit shifts. These employees are expected to work an eight (8) hour shift or its approved equivalent, but the nature of the work does not lend itself to standard work days, work hours (including meals and breaks), and work week. Such employees are usually those who are ineligible for overtime compensation except as otherwise identified in this Agreement. Such employees will have their work time approved by the appropriate authority. Daily reporting for work may be independently adjusted with Employer approval and a schedule will be maintained with the approval of the appropriate supervisor.

The Employer reserves the right to establish or re-establish eight and one-half (8-1/2) or nine (9) hour shift schedules with one-half (1/2) or one (1) hour for unpaid lunch. Meals previously provided to employees working eight (8) hour shifts may be canceled when employees are changed to eight and one-half (8-1/2) or nine (9) hour shifts as provided herein.

Section D. Work Schedules.

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

Changes in work schedules may be made up to ninety-six (96) hours prior to the beginning of the pay period to be worked. Any changes in scheduling shall be confirmed in writing to the

employee or posted on appropriate bulletin boards.

The regular work schedule of an employee in a Code 1 classification as indicated in Appendices A and B shall not be altered within the work period provided in Section A., above, solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1-1/2) times the employee's regular rate of pay for those employees eligible for overtime credit. With the Employer's approval employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules. Scheduling changes necessitated by requests initiated by employees shall be exempt from the one and one-half (1-1/2) time compensation required by this Section unless the employee works more than eight (8) hours in a day, or forty (40) hours in a work week, or beyond an approved modified work schedule. Emergency scheduling may continue in accordance with current practice.

Code 4 employees shall be entitled to adjust their work schedule with supervisory approval when possible or prompt notification when not possible, in order to complete necessary assignments such as report days; response to law enforcement agency's inquiries or requests for assistance; phoning in critical information or other situations which by policy requires immediate telephone notification; after hours phone contacts initiated by an outside party; additional hours contiguous to a regularly scheduled shift for activities such as nighthawk when issues of public safety require the completion of the activity in which they are engaged; or when court extends beyond regular work hours. It is the expectation that the

employee's hours in pay status will not exceed eighty (80) in the pay period.

If a Code 4 employee is required to change their regular schedule within the pay period to work on a weekend, the employee shall be compensated at the overtime rate for such hours.

Section E. Meal Periods.

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

Section F. Rest Periods.

There shall be one (1) fifteen minute rest period during each four (4) hours worked in a regular shift. The Employer retains the right to schedule employees' rest periods and to shorten such periods to fulfill emergency operational needs. In the event such an emergency operational need arises, the Employer will be reasonable in allowing rescheduling of the rest period during that four (4) hours worked. It is not intended that such rescheduling will be used to extend the meal period or leave early. The

Employer may continue current practices regarding breaks taken in the course of operational duties or on an irregular basis. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off.

Section G. Wash-Up Time.

Positions for which such necessary wash-up time is authorized shall be determined in secondary negotiations. If employees are working overtime at the end of the scheduled work day, an approved wash-up period shall be provided immediately prior to the end of the overtime period only. Under no circumstances shall an employee be paid premium pay to wash up if the employee is required to work through this wash-up period.

Section H. Callback.

Callback is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back and whose callback time is contiguous to their regular working hours will be paid only for those hours worked. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible callback time will be paid at the premium rate. When a Code 2 employee is on call and is called back to work the employee shall be compensated in cash payment at the premium rate for the hours of callback. These provisions do not apply to: (1) exempt employees; (2) Permanent-Intermittent employees, unless by virtue of the callback the employee works in

excess of eight (8) hours in a day or forty (40) hours in a work week.

When a Code 4 employee is required to obtain authorization for overtime outside of their regularly scheduled work hours and is called back to work, the employee shall be compensated in cash payment at the premium rate for the hours of callback. Code 4 employees who are called back and whose call back time is contiguous to their regular working hours will be paid only for those hours worked. Code 4 employees who are called back in accordance with this paragraph and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of three hours compensation. Eligible call back time will be paid at the premium rate.

Section I. On Call.

On call is defined as the state of availability to return to duty, work ready, within a specified period of time. Employees required by the Employer to be on call shall remain available through a prearranged means of communication. Such employees shall be compensated at the rate of one (1) hour of pay for each five (5) hours of on call duty. These pay provisions shall not apply to exempt employees, except in accordance with current practice. If an employee who is on call is called back to duty, the period of call back shall not be counted as on call time. On call time shall not be counted toward the eighty (80) hours worked in a pay period.

Section J. No Guarantee or Limitation.

This Article shall not be construed as a guarantee or limitation of the number of hours per work day or work period. This Article is intended to be construed only as a basis for overtime and

shall not be construed as a guarantee of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

Section K. Alternative Work Schedules.

Nothing in this Agreement shall be construed to limit the Employer's discretion to establish, modify or abolish alternative work schedules (i.e., flexible, compressed, modified, and adjusted work schedules) as are consistent with the program needs of the Employer. Plans proposed by the Employer for the consideration of employees shall be provided to the Union prior to being provided to, and discussed with, employees. If the initial implementation of any proposed plan would result in a layoff of a permanent employee, such provision of the plan shall be negotiable. Eligible employees on alternative work schedules shall only be entitled to overtime compensation for those authorized overtime hours in excess of forty (40) hours worked in a work week, or as mutually agreed upon in secondary negotiations. Whenever the Employer intends to modify or abolish all or part of an alternative work schedule and such intent would have an adverse impact on an employee(s), the Employer agrees to give fourteen (14) calendar days notice, for the employee to adjust personal schedules in order to comply with such modification or abolishment. Any intended changes in alternative work schedules will first be provided to the Union and will be discussed with the Union on request; however, such changes shall not be negotiable.

Where the Union believes a substantial number of employees at a work site wish to consider an alternative work schedule, such matter will be discussed in a Labor-Management Committee Meeting and shall be subject to secondary negotiations.

An employee's request for an intermittent or reduced work schedule because of the serious health condition of the employee or the employee's spouse, parent, or child, or because of the birth, adoption or foster care placement of a child shall be as provided in Article 16 and Article 50 of this Agreement.

Section L. Voluntary Work Schedule Adjustment Program

Employees in these Bargaining Units shall be eligible to participate in the 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, a facsimile of which is attached and incorporated as part of this agreement. Bargaining Unit employees shall continue to have the right, by not submitting a standard agreement form, to not participate in either plan.

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, based upon whether such participation would adversely impact upon the department's operations and/or budget. 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.

Plan A. Bi-weekly Scheduled Hours Reduction.

A.1. Eligibility.
Only full-time employees who have satisfactorily completed their initial probationary period 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. 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.

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

A.4. Leave Accruals and Service Credit.
Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the agreement. State service credit shall remain at eighty (80)

hours per pay period for purposes of longevity compensation, pay step increases, employment preference, holiday pay, and hours until rating. Employees shall incur no break in service due to participating in Plan A.

Plan C. Leave of absence.

C.1. Eligibility.
Full-time and part-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan C. Permanent-intermittent employees are not eligible to participate.

C.2. Definition.
With the approval of the supervisor and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will count 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.

C.3. Insurances.
All state-sponsored group insurance programs in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, with the exception of long term disability (LTD) insurance, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence. LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon

termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

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

C.5. Service Credit.
An employee shall incur no break in service due to participating in Plan C. However, no state service credit will be granted for any purpose.

ARTICLE 15
OVERTIME

Section A. Definitions.

1. *Exempt Employee*. An exempt employee is one who is not eligible for overtime. Exempt employees are in classifications in Appendix A shown as Code 3.

2. *Eligible Employee*. An eligible employee is one who is eligible for overtime compensation in accordance with Section B. of this Article. Eligible employees are in classifications in Appendices A and B shown as Code 1, Code 2, or Code 4.

3. *Overtime*. Overtime is authorized work time that an eligible employee works in excess of the applicable standard described in Section B. of this Article.

4. *Work Time*. Work time is defined as all hours actually spent in pay status including travel time required by and at the direction of the Employer before, during or after the regularly assigned work day. Work time does not include sick leave or annual leave, except that annual leave buy back shall be considered work time.

5. *Work Week*. The work week shall consist of seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 a.m., Sunday.

6. *Regular Rate*. The regular rate of pay is defined as the employee's prescribed rate per hour, including any applicable shift pay, prison ("P" rate) pay, hazard pay, and on call pay.

7. *Overtime Rate*. The overtime rate shall be one and one-half (1-1/2) times the regular rate.

8. *Compensatory Time*. Compensatory time is authorized paid time off from work in lieu of overtime pay. Compensatory time is not charged against an employee's annual, sick or other leave bank.

Section B. Eligibility for Overtime Credit.

The Employer agrees to compensate eligible employees at the overtime rate in cash payment or, by mutual agreement between the employee and the Employer, in compensatory time at one and one-half (1-1/2) hours for each hour of overtime (hereinafter referred to as compensatory time credit) under the following conditions:

1. An employee in a classification indicated as Code 1 in Appendices A and B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of eight (8) hours of work time in a day or forty (40) hours of work time in a work week or all consecutive hours in excess of eight (8).

2. An employee in a classification indicated as Code 4 in Appendix A shall be compensated at the overtime rate for all authorized work time as defined above in excess of eighty (80) hours of work time in a pay period.

3. An employee in a classification indicated as Code 2 in Appendices A and B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of forty (40) hours of work time in a work week.

4. An employee in a classification indicated as Code 1 or Code 2 in Appendices A and B who is on any modified work schedule shall be compensated at the overtime rate for all authorized work time in excess of their regular working day or forty (40) hours of work time in a work week.

5. An employee in a classification indicated as Code 4 in Appendix A who is on any modified work schedule shall be compensated at the overtime rate for all authorized work time in

excess of eighty (80) hours of work time in a pay period.

6. When a Code 1 employee requests a work schedule adjustment within a work week in lieu of accumulation of overtime and the Employer agrees, such adjustment shall be made as long as the employee has not worked in excess of forty (40) hours in the work week.

7. An eligible employee may, by mutual agreement, receive compensatory time off for overtime hours worked in lieu of cash payment for such hours worked up to a limit of 240 hours. Employees engaged in public safety, emergency response, or seasonal work may accrue up to 480 hours of compensatory time. Compensatory time banks will be paid out in full upon separation from employment.

8. An exempt employee in a classification indicated as Code 3 in Appendix A is not eligible for overtime compensation. While Code 3 employees are expected to normally be present during the regular work shift, it is recognized that the demands on their time may vary from pay period to pay period. Such employees, with the prior approval of the Employer, shall be entitled to absences from work without charge to leave credits. The Departmental Employer shall certify the employee has completed the reasonable equivalent of a full eighty (80) hour pay period.

Section C. Overtime Compensation.

The Employer shall make a good faith effort to insure that payment for overtime worked is made the pay day of the first pay period following the bi-weekly work period in which the overtime is worked.

Section D. Pyramiding.

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

Section E. Scheduling of Compensatory Time.

Current systems of accumulating and scheduling compensatory time shall continue if consistent with this Section. The issues of accumulation, scheduling and pay-off of compensatory time for any classification, including those designated as Code 3, covered by this Agreement will be subject to secondary negotiations.

When compensatory time credits have been earned by an employee for overtime work or work performed on a holiday, this accrued time shall be used at the convenience of the employee subject to supervisory approval based on criteria applicable to annual leave. However, if the Employer does not permit the employee to use accrued compensatory time credits before the end of the fiscal year in which the credits have been earned, the employee may be paid in cash at the regular rate for the compensatory time credits unused at the end of the fiscal year. Unused compensatory time credits which are not paid shall be carried to the next fiscal year. The employee may carry over eighty (80) hours compensatory time credits unless otherwise agreed upon in secondary negotiations.

Compensatory time shall be taken before annual leave except where an employee at the allowable annual leave cap would thereby lose annual leave.

Unused compensatory time credits of an employee who resigns, retires, or transfers to a different Appointing Authority shall be paid at a rate not less than the employee's current regular hourly rate or the average regular rate received by such employee during the last three (3) years of the employee's employment, whichever is higher. Unused compensatory time credits of an employee who is laid off shall be paid in the manner of annual leave prior to such layoff.

Section F. Overtime Procedure.

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

The Employer has the right to require an employee to work overtime and to schedule overtime work as required in the manner most advantageous to the Employer and consistent with the requirements of State employment and the public interest.

Giving consideration to work assignments and organizational units in the Department, the Employer agrees to distribute overtime work as equally as practicable to employees who normally perform the assigned duties. The parties recognize that overtime work performed by Code 4 employees requires that a specific individual perform the work. When the overtime work being offered is to be compensated in the form of compensatory time only, employees who decline such overtime shall not have those hours included for purposes of overtime equalization. Work locations or equalization units, use of volunteers, maintenance of overtime rosters, scheduling days off, and recognition of seniority in making overtime assignments are issues which

may be addressed in secondary negotiations, if not covered by this Agreement.

In the Departments of Corrections and Community Health an employee may request an exemption from mandatory overtime for personal reasons once during the first three calendar months of the year, once during the second three calendar months of the year, once during the third three calendar months of the year and once during the last three calendar months of the year. When this occurs, the next person in line for mandatory service shall take the assignment. In the Departments of Corrections and Community Health, Registered Nurses shall not be required to work more than sixteen (16) consecutive hours within a twenty-four (24) hour period unless conditions exist that restrict workplace accessibility or jeopardize prisoner/client care.

Section G. Timekeeping.

Timekeeping records shall be maintained for all employees to record total number of hours (work, annual leave, sick leave, holiday pay and compensatory time) in pay status on a daily basis.

ARTICLE 16
LEAVES OF ABSENCE

Section A. Eligibility.

Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the completion of 1040 hours of satisfactory service or as otherwise provided in this Article.

Section B. Request Procedure.

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

Requests for a leave of absence shall be answered without undue delay and within twenty (20) working days.

Section C. Approval.

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

Except as may be otherwise provided in this Agreement, an employee may elect to carry a balance of annual leave during a leave of absence. Such leave balances shall be made

available to the employee upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

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

1. Educational Leaves of Absence.

The Employer may approve an individual employee's written request for a full-time educational leave of absence without pay for an initial period of time up to two (2) years to work toward an Associates Degree or a Baccalaureate Degree and/or any advanced degree. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Before the leave of absence can become effective, proof of enrollment must be submitted by the employee to his/her Appointing Authority. At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Employer. The Employer shall approve or deny the request for leave of absence in accordance with Section B. of this Article. Any denial shall include a written explanation of the denial, if requested by the employee.

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

Employees may also request approval for an educational leave for education which is not directly related to the employee's field of employment. Employees granted a leave of absence under this provision shall not have return rights upon expiration of the leave and shall be so

advised before going on the leave, however, upon written request, they shall be entitled to have their name placed on the Departmental Recall List in accordance with Article 12 provided such request is made within four (4) years of the commencement of the leave. Employees recalled under this provision shall not have such time treated as a break in service.

2. Family and Medical Leave Act.

Under the provision of the Federal Family and Medical Leave Act (FMLA) upon request, an employee who has been employed by the Employer for at least twelve (12) months and worked 1,250 hours during the previous twelve month period, is entitled to a combined total of twelve work weeks of FMLA leave in a twelve month period for all qualifying leave types (including medical, parental and family care leaves). A twelve month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

a. FMLA Leaves.

Leave entitlement under the provisions of the Federal Family and Medical Leave Act will be granted to eligible employees for:

- Care for the employee's newborn or recently adopted child.
- Care for a foster child placed with the employee.
- To care for the employee's spouse, parent or child with a serious health condition.
- For the employee's own serious health condition.

When an eligible employee takes time off from work for an FMLA leave, the amount of unpaid time off for such leave will count towards the employee's unpaid leave of absence guarantees contained in Article 16, Medical

Leave, and Article 50, Parental and Family Care Leave.

b. Use of Leave Credits.

Eligible employees may request to use accrued leave credits to substitute for unpaid FMLA leave in accordance with this Section and Article 39, Annual Leave and Article 40, Sick Leave of this Agreement.

1. Sick Leave

An employee must deplete accrued sick leave credits before commencing an unpaid medical leave for the employee's own serious health condition, or family care leave for the serious health condition of the employee's spouse, parent, or child.

2. Annual Leave and Personal Leave.

An employee may request the use of accrued annual and personal leave credits to substitute for unpaid medical, parental, and family care leaves.

c. Intermittent or Reduced Work Schedules.

An employee may request an intermittent or reduced work schedule in accordance with the provisions of the FMLA. The Employer may temporarily reassign the employee requesting the intermittent or reduced work schedule when necessary to accommodate the leave in accordance with Article 13, Section B.7.

d. Second or Third Health Care Provider Opinions.

The Employer may require the employee to obtain a second or third medical opinion for the serious health condition of the employee or the employee's spouse, parent, or child, at the Employer's expense in accordance with the procedures in this Article, Medical Leaves of Absence.

e. Insurances.

Continuation of an employee's coverage under the Group Health Plan will be in

accordance with the Federal Family and Medical Leave Act.

f. Return to Work.

An employee's return to work at the expiration of an FMLA leave will be in accordance with Section D of this Article. Prior to returning to work from a FMLA leave for the employee's own serious health condition, the employee may be required to present a fitness for duty medical certification.

3. Medical Leaves of Absence.

Upon depletion of accrued sick leave, an employee, upon request, shall be granted a leave of absence including necessary extensions for a period of up to six (6) months upon providing required medical certification, for personal illness, injury or temporary disability necessitating his/her absence from work if that employee is in satisfactory employment status.

This guarantee shall only apply when the employee has had less than six (6) months medical leave of absence within the preceding five (5) years. Time off on medical leave of absence due to pregnancy shall not be counted against the guarantee. Up to twelve (12) work weeks of unpaid medical leave may count towards an eligible employee's FMLA leave entitlement. An employee whose leaves including any extensions totals less than six (6) months during the five (5) year period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months within such five (5) year period. In all other cases an employee may be granted such leave for the above reasons. Such leave may be granted for a period of up to six (6) months upon providing required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence

from work and the expected return to work date. Employees with twenty (20) years or more of continuous service shall be granted up to an additional six (6) months of medical leave of absence beyond the guarantee as referenced above.

Where the Employer has reason to doubt the validity of the certification provided by the employee as part of his/her initial request or extension, the Employer reserves the rights to have the employee examined by a health care provider selected and paid for by the Employer. The Employer may not select a health care provider who it employs on a regular basis, with whom it regularly has a contract, or who it otherwise utilizes for furnishing second opinions, unless the Employer is located in an area where access to health care is extremely limited.

If the opinions of the health care providers differ, the Employer may require that the employee obtain a third opinion, at the Employer's expense, from a health care provider agreed upon by the Employer and employee to be selected from a list of health care providers established by the Joint Health Care Committee from a list of specialists provided by the appropriate Local or State Professional Medical Association. This opinion is final and binding on the Employer, the employee and the Union.

The Employer, in considering requests for leaves outside of the guarantee provided above, shall exercise discretion based on the circumstances related to the leave request on a case by case basis. Request for medical leaves of absence after return from injury or illness due to complications and/or a relapse shall be considered as a medical leave extension request provided that this type of extension is requested within 60 days of return from original leave.

Prior to returning to work from a medical leave of absence, the employee will be required

to present a fitness for duty medical certification from his/her health care provider.

Employees who have completed an initial probationary period, and are in satisfactory employment status, who are providing the information as required by this Article, are subsequently not granted a medical leave of absence, shall upon providing medical certification of the employee's ability to return to their regular job responsibilities, be entitled upon request to have their name placed on the Departmental Recall List in accordance with Article 12 provided that such medical certification is presented within two (2) years of the date of medical layoff. Such employees shall be considered as laid off with recall rights as described in this Section.

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

4. Military Leave.

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

5. Leave for Union Office.

The Employer shall grant requests for leaves of absence to employees in these Representational Units upon written request of the Union and upon written request of the employee, subject to the following limitations:

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

b. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with the Union, the request shall state what the office is, the term of such office and its expiration date. This leave

may cover the period from the initial date of election or appointment through the expiration of the term of office.

c. If the requested leave of absence is for the purpose of permitting the employee to serve as staff representative for the International Union, such leave shall be for the duration of this Agreement and renewable thereafter. Upon return, he/she shall be reinstated at work in line with seniority status in the classification in which he/she was engaged last prior to leave of absence. Seniority shall accumulate throughout the period of his/her leave of absence.

6. Waived Rights Leave of Absence.

The employee may request a waived rights leave of absence of up to one (1) year in those situations when an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. For purposes of a waived rights leave of absence, the employee is not required to complete 1040 hours of satisfactory service. Under such requests, the privacy of the employee will not be violated. Employees do not have the right to return to State service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the employee's Appointing Authority in writing specifying the reason for the request. An employee granted a waived rights leave of absence may not carry any annual leave balance during such leave. The employee shall receive and be required to sign a written explanation containing the following statement of conditions for a waived rights leave of absence:

"I understand that this leave is granted for the sole purpose of protecting my continuous

service record and I waive all rights to return to employment at the expiration of the leave."

Section D. Return From Leave of Absence.

1. An employee returning from an approved leave of absence of one (1) year or less (other than a waived rights) will be restored to an equivalent position in the employee's same classification and previous work site.

2. An employee returning from an approved leave of absence of more than one (1) year (other than a waived rights) will be restored to a position in the employee's same classification and previous work location.

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

3. An employee's request for an earlier return to work prior to the expiration of the approved leave (other than waived rights) shall be granted upon written request to the Appointing Authority. Such request shall be honored as soon as administratively possible but no later than seven (7) calendar days from receipt of the written request. When an employee requests an earlier return to work, prior to the expiration of an approved medical leave of absence, the employee shall present a fitness for duty medical certification to the Appointing Authority with the written request.

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

4. It shall be the responsibility of the employee to contact his/her immediate supervisor as soon as possible but no later than five (5) week days prior to the scheduled expiration date

of the leave if the employee intends to request an extension of the leave.

5. The Employer shall grant an employee's request for an intermittent or reduced work schedule in accordance with the Family and Medical Leave Act and Article 13.

6. An employee with temporary restrictions which can be accommodated, shall be returned to work provided there is work which he/she can perform within their classification.

Failure of the employee to report to work at the expiration of the leave shall constitute a voluntary separation after the third work day on the part of the employee.

ARTICLE 17
PERSONNEL FILES

Section A. General.

There shall be only one (1) official personnel file maintained on each employee in the Representational Units covered by this Agreement. Under no circumstances shall an employee's medical file be contained in the employee's personnel file; however, records of personnel actions based upon medical information may be kept in personnel files.

Section B. Access.

Access to individual personnel files shall be restricted to authorized management personnel, the employee and/or a designated Union Representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file at reasonable intervals. An employee may be accompanied by a designated Union Representative if the employee so desires. An employee who requests in writing one (1) or more additional reviews shall state the purpose thereof. File review shall normally take place at the location of the personnel file and during the Employer's normal work hours. If a review during normal work hours would require an employee to take time off from work, the Employer will provide some other reasonable time or place for the review. As an alternative to rearranging the time or place for employee review, employees may designate, in writing, a Union Representative to conduct such review. Upon employee request, the Employer shall make and furnish a copy of documents, or parts of documents, to the employee or the designated Union Representative. The Employer may charge a reasonable fee representing actual lowest cost for

providing a copy of information in the personnel file.

Employees have a right to review their personnel records within a reasonable period of time from the date of request. As such, the Employer commits to provide access as expeditiously as possible. In the event the personnel file is not present at the employee's work location, it is the Employer's intent to make the file available in a reasonable period of time.

The parties recognize that some records which were to be expunged must be maintained for legal and audit reasons. Access to such files is restricted for purposes of legal matters and audits. The Employer agrees that these files shall be sealed.

Section C. Employee Disagreements.

An employee may request the Employer to correct or remove information from the employee's personnel file with which the employee disagrees. Such request shall be in writing, shall specify with particularity that record, or part of a record, with which he/she disagrees, and how the employee proposes to correct the record. The Employer shall either correct or remove such disputed information or deny the employee request in writing. In the absence of an agreement between the Employer and the employee, the employee may file a grievance and/or submit a written statement to the Employer explaining the disagreement, which statement in combination with any other such written explanatory statement shall not exceed five (5) sheets of 8-1/2-inch by 11-inch paper. Such employee statement(s) shall remain in the personnel file as long as the original information, with which the statement reports disagreement, is a part of the file.

Section D. Employee Notification.

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

Section E. Non-Employment Related Information.

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

Section F. Confidentiality of Records.

This Article shall not be construed to expand or diminish a right of access to records as provided in The Freedom of Information Act (Act 442 of the Public Act of 1976), or as otherwise provided by law.

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

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

1. The employee has waived the right to written notice as part of a written, signed employment application with another Employer; or

2. The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration; or

3. The information is requested by and provided to a government agency as a result or a claim or complaint by an employee with such government agency.

When the Employer receives a request from an individual submitted under the Freedom of Information Act (Act 422 of Public Acts of 1976) for a Bargaining Unit member's personnel file, or information contained in the personnel file, the Employer shall notify the employee of such request prior to the release of the information.

Section G. Expunging Records.

Upon employee request, records of disciplinary actions/interim service ratings shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken or the rating issued, provided that no new disciplinary action/interim service rating has occurred during such twenty-four (24) month period. Written reprimands, counseling memoranda, performance reviews, and satisfactory service ratings shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimands, counseling memoranda or less than satisfactory service rating has been issued during such twelve (12) month period. At the employee's or Union's request, early expungement may occur at the Employer's discretion for Records of Disciplinary Action/Interim Service Ratings, Written Reprimands, Counseling Memoranda, Performance Reviews or Satisfactory Service Ratings. Expunged documents shall be provided to the employee at the request of the employee. These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices as

defined in the Civil Service Rules and Regulations. The provisions of this Section shall apply retroactively. Any record eligible to be expunged under this Section shall not be used in any subsequent hearing concerning the employee.

For purposes of computing time for expunging records under this Section only actual work time shall be counted.

The Employer agrees that when employees have submitted written request for expungement of disciplinary records in accordance with this Article, the Employer will not retain such request after expunging the record.

When an employee has requested expungement of a record in accordance with this Article, the Employer will take appropriate steps to have copies of such record removed from local office files.

The parties intend that disciplinary actions which are expunged in accordance with this Article shall be expunged from the computerized Employee History Record (Human Resources Management Network [HRMN] system). However, the parties acknowledge the benefit of maintaining a seniority record which accurately reflects the actual hours worked by the employee. Therefore, where a disciplinary record is to be expunged but the employee is not contractually entitled to be credited with service hours for the period of the disciplinary action, the Employer may enter a comment in the Employee History Records (HRMN system) which notes the appropriate adjustment of the employee's hours for purposes of seniority.

Section H. Confidentiality of Medical Records.

To insure strict confidentiality, medical reports and records made or obtained by the Employer relating to an employee shall not be

contained in nor released in conjunction with, the employee's personnel file. Only authorized representatives of the Employer, the employee, and Union Representatives authorized by the employee in writing, shall possess or have access to such employee medical reports or records, including records prepared by a private physician, rehabilitation facility, or other resource for professional medical assistance.

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

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

ARTICLE 18
UNION REPRESENTATION

Section A. Union Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented in the grievance procedure, investigatory conferences and disciplinary conferences by the work site Steward or their Chief Steward and/or a Union Staff Representative in accordance with this Article, and the provisions of Articles 8 and 9.

1. ***Work Site Definition***: A work site is a building occupied in part or entirely by a Department; or a group of buildings which constitute a facility.

2. At work sites of a Department having at least fifteen (15) employees cumulative covered by this Agreement, the Union may designate one (1) or more Stewards to represent such employees at such work sites. A Steward shall lose no normal pay or leave credits while representing employees at the same work site.

3. Representation at work sites of a Department having fewer than fifteen (15) employees cumulative covered by this Agreement shall be determined through secondary negotiations. Stewards operating within jurisdictional areas as agreed to in secondary negotiations shall lose no normal pay or leave credits while representing employees within the jurisdictional area or for related travel between work sites within the jurisdictional area.

4. Where no Steward is authorized or designated, or one designated is temporarily not available, the Union may designate any employee covered by this Agreement to act as a temporary representative, provided that if such employee is employed at another work site or in another Department he or she shall be released

for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave. Such employee may represent employees across departmental lines.

5. Employees whose unplanned absence would remove service from an area shall not be designated by the Union as a temporary representative under this Section A.

6. Stewards shall be employed in or on leave from a classification in one of the Bargaining Units covered by this Agreement.

Section B. Chief Stewards.

The Union may designate one (1) Chief Steward for up to eighty (80) employees or fraction thereof in a Department. Chief Stewards, designated by the Union, shall have preference in employment retention in the event of layoff or reassignment outside the work site. A Chief Steward may also be designated as a Steward at a work site. At a work site where no Steward has been authorized by secondary negotiations or the designated Steward is not available, the Chief Steward may act as a temporary Steward without loss of pay.

The District of a Chief Steward shall be established so as to reflect representation of approximately eighty (80) employees within a Department. In circumstances where this approximation is not possible within a work site a Chief Steward may represent more than one (1) work site within a Department. Each Chief Steward shall have a defined District.

The Union shall furnish to the Employer, in writing, the names of the designated Chief Stewards with their jurisdictions and work sites and the names of Stewards with their work sites or their jurisdictions that have been mutually agreed upon in secondary negotiations. The

Union shall do so promptly after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by the Union, in writing, as soon as such changes are made.

Under no circumstances shall a Chief Steward be entitled to layoff or reassignment protection unless the Union has provided such designation in writing to the Employer at least thirty (30) days prior to the issuance of a layoff or reassignment notice.

Section C. Release of Union Representatives.

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

Section D. Union Leave.

If any Union Representative(s) is expected to spend more than 25% (520 hours) of the contract work year (beginning the effective date of this Agreement) in representation activities, he/she may be so designated and identified by the Union. Such notice shall be in writing to the departmental Employer and must be provided at least fourteen (14) calendar days in advance of the pay period in which the leave is to begin.

They shall be relieved of all work duties during the course of such leave; and the Union shall reimburse the State, for the gross total cost of such employee(s) wages, and the Employer's share of premiums for all insurance programs. A contract work year is defined as a twelve (12) month period.

The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave. If a Union Representative actually uses 520 hours paid administrative leave during a contract work year, the parties will meet and confer regarding a resolution.

ARTICLE 19
LABOR/MANAGEMENT MEETINGS

Section A. 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.

Items to be included on the agenda for such meetings are to be submitted at least seven (7) calendar days in advance of the scheduled meeting dates. Agenda items shall be described in sufficient detail to enable both parties to be prepared to discuss the item. No items may be added to the agenda after the agenda is established unless the agenda items are communicated to the other party at least one (1) business day prior to the meeting, except by mutual agreement. Unspecific items such as, but not limited to, miscellaneous or other shall not be appropriate agenda items. Information which either party agrees to provide as a result of a request made during a Labor/Management meeting, shall be provided at least seven calendar days in advance of the next scheduled Labor/Management meeting.

Appropriate subjects for the agenda are:

1. Administration of the Agreement.
2. General information of interest to the parties.
3. Expression of employees' views or suggestions on subjects of interest to employees of the Representation Units covered by this Agreement.
4. Recommendations of the Health and Safety Committee on matters relating to employees of Representation Units covered by this Agreement.
5. Items agreed to in other Articles of this Contract.

The parties have discussed ways to improve the labor/management meeting process, including the timely completion of discussions on all agenda items. The parties agree that it is the intent of this Article that Labor/ Management meetings not end prior to the scheduled and agreed upon meeting time, except where unanticipated and unforeseeable emergency circumstances arise.

Department or Agency Representatives will make a good faith effort to notify the designated Union Representative, which under normal circumstances will be thirty (30) calendar days, of administrative changes intended by the Employer, which may significantly affect employees covered by this Agreement and to meet with the Union, upon the Union's request, concerning such change. Failure of the Employer to provide such information shall not prevent the Employer from making such changes, however, such changes shall be proper subjects for future Labor/Management meetings. Such meetings shall not be considered or used for negotiations, nor shall they be considered or used for a substitute for the grievance procedure.

Section B. Representation.

The Union shall designate its Representatives to such meetings in accordance with this Section. The number of the Union Representatives to participate in such meetings at the departmental level shall be determined through secondary negotiations.

It is the intent of the parties to minimize time lost from work. Therefore, Labor/Management meetings shall be established to cover the concerns of employees in Units exclusively represented by the UAW.

Section C. Scheduling.

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

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

Section D. Pay Status of the Union Representatives.

Up to the limit established in secondary negotiations the Union Representatives to Labor/Management meetings shall be permitted time off from scheduled work without loss of pay for necessary travel, preparation and attendance at such meetings. In the event such meetings or activities are held on an employee's workday at other than the employee's scheduled work time, for purposes of pay only, properly designated Union Representatives shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift or by mutual agreement on another day in the pay period. The issue of administrative leave necessitated by travel for the attendance at Labor/Management meetings and for preparation for the meetings shall be a proper subject of secondary negotiations. Overtime and travel expenses are not authorized.

Section E. State Employer.

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

ARTICLE 20
UNION-MANAGEMENT COUNCIL

The parties agree to establish a Union-Management Council composed of members to be designated by the Union and the Office of the State Employer. Composition of the Council shall consist of up to ten (10) members designated by the Union and up to ten (10) members designated by the Office of the State Employer. This Council shall meet at agreed times and places, but at least quarterly to examine and attempt to resolve issues of interdepartmental impact and/or statewide concerns. The Union/Management Council shall meet on the fourth Wednesday of February, May, August and November of each year unless mutually agreed otherwise.

Proposed agenda items will be exchanged by the parties at least fourteen (14) calendar days in advance of a scheduled meeting. Agenda items shall be described in sufficient detail to enable both parties to be prepared to discuss the item. Unspecific items such as, but not limited to, miscellaneous or other shall not be appropriate agenda items. The parties shall mutually agree on the agenda however, upon the request of either party, the underlying issue of a grievance affecting more than one (1) bargaining unit employee shall be included on the agenda and discussed at the Union-Management Council. The merits of the grievance shall not be discussed. Each party shall send the agreed upon agenda to its representatives at least seven (7) calendar days in advance of the meeting. No items may be added to the agenda after the agenda is established, unless the agenda items are communicated to the other party at least one (1) business day prior to the meeting, except by mutual agreement.

The parties have discussed subjects which might be dealt with by the Union-Management

Council. One such area of interest relates to class specifications for Bargaining Unit positions.

The parties recognize that classification and selection are the Constitutional responsibility of the Civil Service Commission.

The parties agree that the Union-Management Council may review current and future class specifications for positions in these Bargaining Units. Such review will include the description of duties and minimum qualifications as they relate to the performance of job responsibilities.

The Council will also be authorized to examine other methods of encouraging the retention of a stable work force in the classified service by encouraging promotion from within the existing work force.

The findings of the Council relating to those areas under the Constitutional authority of the Civil Service Commission may be jointly submitted to the Civil Service Commission.

Expenses of the Council. Employee members will be granted administrative leave for attendance at Council meetings. In the event such meetings or activities are held on an employee's workday at other than the employee's scheduled work time, for purposes of pay only, properly designated Union Representatives shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift or by mutual agreement on another day in the pay period. Operating expenses such as clerical work, copying and distribution of materials will be borne by the Employer. Other costs, such as consultants, shall be shared equally unless otherwise agreed and not be incurred without mutual consent.

ARTICLE 21
GROOMING AND ATTIRE

The Employer and the Union agree that employees have an obligation to maintain reasonable grooming and attire standards which bear a reasonable relationship to their work.

The parties agree that grooming and attire standards may not be harmful to employee health or safety.

The Employer will not be arbitrary or capricious when requiring any employee to conform to any standards. UAW members are entitled to wear clothing that otherwise complies with the Employer's grooming and attire standards which displays the UAW logo. Such logo shall not exceed three and one half (3 ½) inches in diameter.

In a grievance over this Article, the Employer shall have the burden of demonstrating that the grooming and attire standard bears a reasonable relationship to the work of the employee and the operational needs of the Employer.

ARTICLE 22
HEALTH AND SAFETY

Section A. General.

The Employer and Union will cooperate in the objective of eliminating safety and health hazards. The Employer will make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards.

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

Section B. First Aid Equipment.

First aid equipment, and universal precaution equipment shall be provided at appropriate locations~~,~~ in the work place. Issues concerning the contents, training, location and availability of first aid, and universal precaution kits shall be an appropriate subject for Local Labor/Management meetings.

Section C. Buildings.

The Employer will maintain all State-owned buildings, facilities, and equipment in accordance with the specific written order(s) of the Department of Licensing and Regulatory Affairs (LARA).

Where facilities are leased by the Employer, the Employer will coordinate with the lessor to facilitate compliance with the order(s) of LARA.

In the event of a dispute over the temperature of a leased or State-owned building, the Employer will discuss the concerns with the Union Departmental and/or work site Health and

Safety Representative immediately in an attempt to resolve the problem.

Except in emergency situations, when major renovation or reconstruction of a building is planned, employees will receive ten (10) week days prior notice, unless negotiated otherwise in secondary negotiations. Such notice shall also be provided to the Chief Steward and the work site Health & Safety Representative. In the event there is no UAW Chief Steward or Health & Safety Representative for the worksite, the UAW Local 6000 Health & Safety Representative will be notified. At the request of the Union, the work site Health & Safety Committee will meet to discuss the impact upon employees.

When the Union believes that working conditions at any work site have deteriorated to such an extent that the health and safety of employees is threatened, the Local 6000 Health & Safety Representative shall notify the Department of Technology, Management and Budget (DTMB) Health & Safety Representative for DTMB operated facilities or the Departmental Health & Safety Representative for department leased or owned buildings. Upon request they will meet in an attempt to resolve any outstanding issues.

Section D. Contagious Diseases.

When a source of a possible contagion in a worksite becomes known, the Employer shall notify the employees and the Union of the possible contagion, the isolation steps implemented and precautions required to avoid contagion.

The Employer shall abide by the applicable recommendations of the Michigan Department of Community Health and the Centers for Disease Control, and/or MIOSHA standards.

The parties recognize an individual's rights regarding confidentiality shall not be violated;

however, an employee's right to know shall be in accordance with applicable statutes.

Section E. Potable Water.

When the Employer is required to furnish potable water to employees under MIOSHA Regulations, the water shall be placed in an area accessible to employees.

Section F. Medical Examinations.

Whenever the Employer requires an employee to submit to a medical examination, medical test, including x-rays, or inoculations, by a licensed medical practitioner selected by the Employer, the Employer will pay the entire cost of such services not covered by the current health insurance programs. Employees required to take a medical examination and who object to the examination by a State-employed doctor may be examined by a mutually approved personal physician. In the absence of mutual agreement, the parties will select a physician from recommendations by a county or local medical society, by alternate striking if necessary.

Section G. Foot Protection.

The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the employee to purchase approved safety shoes, the allowance paid by the Employer for the purchase of required safety shoes shall be the actual cost of such shoes up to a maximum reimbursement of $100.00 per pair. In lieu of an annual reimbursement of up to $100.00, an employee may elect to receive up to $200.00 dollars for the actual cost of required safety shoes every two (2)

years. Employees shall have the right to purchase such safety shoes utilizing the allowance provided herein.

Section H. Protective Clothing.

The Employer will furnish protective clothing and equipment in accordance with applicable standards established by MIOSHA. The issue of the Employer providing other apparel, the purpose of which is to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing job duties, shall be a proper subject for secondary negotiations.

The issue of providing cellular telephones to employees whose jobs require them to do field work and/or make home visits and the issue of equipping newly purchased or leased state cars with a keyless entry system will be a proper subject for secondary negotiations.

Section I. Safety Glasses.

The Employer reserves the right to require the wearing of suitable eye protection by employees. In such cases, the Employer will provide such eye protection devices or, if the Employer requires the employee to purchase approved safety glasses, the Employer will furnish such glasses. If an employee needs corrective safety glasses, the Employer shall also furnish such glasses after the employee has presented the required prescription. The Employer shall not pay for any eye examinations.

Section J. Safety Inspection.

When the Employer brings in a private health and safety consultant or when the LARA or the Fire Marshall inspects a State facility in which Bargaining Unit members are employed, a local Union Representative designated by the Union

will be notified by the Employer and, consistent with the operational needs of the Employer, be released from work without loss of pay to accompany the Inspector in those parts of the facility where such Unit members are employed. The Union may designate an employee to accompany an Inspector under the provisions of this Section in the absence of a designated Union Representative on the premises. Otherwise there shall be no obligation of the Employer except notification to the Union. In the event a dispute arises, it shall be resolved by a discussion between the OSE and the International Union. An employee who acts as a designated Union Representative for the purposes of this Section shall not be paid for time spent outside the employee's regularly scheduled working hours. Such safety inspections may be requested to MIOSHA by the Union when there is reason to believe that a health or safety hazard exists in a particular work site. Upon request, a copy of any reports resulting from these inspections shall be given to the Union.

When health and safety incidents result in the release of employees, or temporary reassignment to another work site, the Local 6000 Union President and the Local 6000 Health & Safety Representative shall be notified.

Section K. Health and Safety Committee.

1. Statewide Committee.

a. Statewide Joint Committee on health and safety will be established consisting of two (2) representatives of the Union appointed by the Union and two (2) representatives of the Employer appointed by the Office of State Employer, hereinafter referred to as the State Committee. Each party will make a good faith effort to appoint at least one member who has

professional training in industrial hygiene or safety.

The Committee shall meet at least quarterly at mutually agreeable times and places. Agendas will be established in advance. Minutes will be prepared for each meeting and a copy given to the International Union members. Additionally, at least annually, the Statewide Committee shall convene a comprehensive health and safety meeting which shall include the Union Departmental Health and Safety representatives, including the Cadillac Place Health & Safety Committee Chairperson, representatives of the Employer and such other representatives of the parties as the Statewide Committee deems appropriate.

The purpose of this annual meeting is to review health and safety concerns and to coordinate a consistent approach to resolving those concerns. Union representatives shall be permitted time off the job, without loss of pay for travel and to attend these meetings.

b. Responsibilities.

The charge of this Committee shall be to examine statewide policy issues regarding health and safety, such as, but not limited to, training needs, indoor air quality, asbestos, medical conditions associated with computer usage, contagious conditions/ communicable diseases and protection against bloodborne pathogens and to provide input on workplace design as it affects Bargaining Unit employees. In conjunction with its charge, the Committee may develop and analyze health and safety data, recommend training and make other recommendations pursuant to its findings.

The Committee shall work in conjunction with such other committees as may exist or which may be established that deal with issues related to job stress, including, but not limited to, the Joint Union-Departmental Management

Committee (workloads) and the Disability-Management Committee.

2. Departmental Representatives and Committees.

a. Departmental Health and Safety Representatives.

The Local Union shall designate a health and safety representative for each department.

Where a Joint Departmental Health and Safety Committee has not been established by secondary negotiations in accordance with Subsection (b) below, the Union Departmental Health and Safety Representative and a safety and health representative of the Employer shall meet quarterly, if necessary, at mutually agreeable times and places to review and attempt to resolve health and safety concerns.

The Union Health and Safety Representative shall be permitted time off his/her regular job, including travel time, without loss of pay, for engaging in the health and safety activities outlined in this Section and secondary negotiations, provided, however, no overtime pay shall be made.

Where the Secondary Agreement does not establish a Departmental Health and Safety Committee, health and safety issues shall be appropriate subjects for discussion at Departmental Labor/Management meetings.

The Departmental Health and Safety Representative shall be a member of the Departmental Labor/Management Committee. The Health and Safety Representative shall be in addition to the limits established in Article 19 except in those departments where it was negotiated in secondary negotiations in 1990.

b. Departmental Health and Safety Committees.

The Employer agrees that when a Joint Health and Safety Committee has been established by secondary negotiations, one (1)

member may be appointed by the Union. The Union Representative on such Committee will be on leave without loss of pay while at meetings of the Committee. Such Committee may meet bi-monthly or more often by mutual agreement for the purpose of identifying and correcting unsafe or unhealthy working conditions which may exist. Items to be included on the agenda for such meetings must be submitted at least seven (7) calendar days in advance of scheduled meeting dates. Where no items are timely submitted, no such meetings shall be held.

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

Advice of the Health and Safety Committee, together with supporting suggestions, recommendations, and reasons shall be submitted to the Employer for consideration, and for such action as may be deemed necessary.

3. Cadillac Place Committee.

The parties agree to continue the Cadillac Place Health and Safety Committee. The Local Union may designate one Health and Safety Representative from each department housed in the Cadillac Place to serve on the Committee. The Employer may have an equal number of representatives, which shall include a representative from the Department of Technology, Management and Budget. The purpose of said Committee will be to meet and confer on mutual health and safety concerns. Meetings shall be held quarterly or more often when mutually agreed to. Agenda items will be submitted in writing by either party at least fourteen (14) calendar days in advance of the meeting. The Union Representatives of the

Committee will be on leave without loss of pay while at meetings of the Committee.

4. Local Agency or Facility-Level Health and Safety Committees.

The issue of the establishment of local level Health and Safety Committees shall be a proper subject for secondary negotiations.

Section L. Compliance Limitations.

If recommendations under Section K, above have not been acted upon within three (3) months, the Union may grieve alleged unsafe or unhealthful conditions which are the subject of such recommendations commencing at Step Three (3) of the grievance procedure provided in this Agreement; provided, that where a clear and present danger exists, the Union may grieve at any time at Step Two (2). The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make a positive effort to obtain the necessary funds.

Section M. Safety Evacuation Plans.

Upon the Union's request, each Agency or work location shall submit a copy of its current emergency and evacuation plan to the Union for review and comment unless such release would compromise the safety and security of departmental operations. The Department shall provide copies of such plans as they are changed and/or updated. The Employer shall establish an evacuation plan, and bomb threat and severe weather procedures for each work site employing Bargaining Unit employees where such plans do not currently exist. The Employer shall identify severe weather shelter areas for each work site employing Bargaining Unit employees where

severe weather shelter areas have not been identified. Evacuation plans shall be posted and provided to each employee upon request. Appropriate emergency telephone numbers will be made available to employees. In State-owned buildings evacuation drills will be conducted annually.

Section N. Employee Services Referral and Employees' Assistance Program.

The parties recognize that alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness often contribute to less than satisfactory attendance and job performance.

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

The Employer agrees to work cooperatively with the Union to explore ways in which the Members Assistance Program can coordinate services with the existing Employee Services Program. It is the parties intent that the UAW Local 6000 Employees' Assistance Program coordinate services with the existing Employee Services Program.

The parties agree to cooperate in encouraging employees afflicted with any condition agreed to herein to participate as needed. Absence of referral to such programs, if provided, or failure to provide such programs, shall not diminish or abridge in any way the Employer's right to discipline for just cause.

Section O. Computer/Work Station.

The Employer agrees that, within budgetary and operational limitations, proven ergonomic principles will be a factor in the selection of new office equipment for use with computer monitors, including work stations with adjustable chairs and backrests, footrests, adjustable tables and keyboard holders. Any table or keyboard surface that is adjusted upon installation to a fixed height, shall be an appropriate height for the intended user. If adjustments are necessary, requests for the adjustment will be made within a reasonable time period, generally not to exceed fourteen (14) calendar days. The Employer shall provide glare reducing screens and wrist supports to use in conjunction with computer equipment upon employee request.

Upon request the Employer shall provide training in the proper operation and adjustment of computer and work station equipment and the Union will encourage employees to use computer equipment properly.

The parties agree that issues related to computer work stations designed to be used by more than one employee are a proper subject for discussion at Joint Health and Safety Committee Meetings. When the Department of Labor and Economic Growth makes radiation measurements on computer monitors they shall be provided to the Local 6000 Health and Safety Representative.

An employee whose job duties require operating a computer on a full-time basis shall be relieved from those duties for fifteen (15) minutes for each four (4) hours worked by assigning alternate duties where possible, or as in accordance with current practice. Such relief is in addition to rest periods as provided in Article 14, Section F.

Section P. Pesticide Spraying.

In State-owned buildings, and in leased buildings with controlling provisions in the lease, the Employer will have pesticide spraying conducted after business hours and/or on weekends to allow sufficient time for the area to be ventilated. In other buildings every reasonable effort will be made to have pesticide spraying done in a similar manner. As new leases are negotiated the Employer will include such pesticide spraying provisions in the lease.

Section Q. Headsets.

Where in the regular course of an employee's work responsibilities the Employer requires the use of audio headsets, employees shall not be required to share or purchase such headsets.

ARTICLE 23
PROBATIONARY EMPLOYEES

Section A. Definition.

1. An initial probationary employee shall be an employee who has not been certified as having satisfactorily completed the initial probationary employment period as required by the Civil Service Rules and Regulations.

2. A continuing probationary employee shall be an employee who has completed the initial probationary period and has subsequently been appointed to a new class, level, or principle Department and is required to satisfactorily complete a new probationary period.

Section B. Effect of Separation.

An individual who leaves State service other than by layoff or leave of absence and no longer having reinstatement rights shall be required to serve an initial probationary period.

Section C. Application of Provisions.

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

ARTICLE 24
SUPPLEMENTAL EMPLOYMENT

Supplemental employment is permitted under the following conditions:

1. The additional employment must in no way conflict under this Article or under present Civil Service Rules and Regulations with the employee's hours of State employment, or in quantity or interest conflicts in any way with satisfactory and impartial performance of State duties.

2. The employee provides written notice to the Appointing Authority before engaging in any supplemental employment for the primary purpose of addressing any potential conflict of interest. The Employer will respond to such notice as soon as possible, but no later than ten (10) work days. If the Employer does not respond within the ten (10) work day period, the employee may engage in the supplemental employment and the employee shall not thereafter be subject to discipline related to the initial acceptance of such supplemental employment. This provision does not waive the Employer's right as described in Section 5 of this Article.

3. The employee shall keep the Appointing Authority informed of contemplated changes in supplemental employment.

4. Procedures for prior approval of supplemental employment including discussions of specific types of categories may be established in secondary negotiations provided that such employment does not exceed departmental guidelines.

5. Should the Employer determine that an employee's supplemental employment interferes with his/her regular work or is in violation of this Agreement, he/she will be given reasonable time, which under normal circumstances will be no less than ten (10) work days, to promptly terminate

his/her supplemental employment before being disciplined, requested to resign State service or involuntarily terminated. Conflict of interest in supplemental employment which violates Civil Service Rules and Regulations will be immediately terminated. Any grievances under this Section will be automatically expedited and begin at Step 3.

6. In the event that supplemental employment is denied by the Employer and a grievance is timely filed, the Employer agrees to expedite the grievance procedure for the handling of grievances for supplemental employment per the following:

Step 1. The grievance is given to the immediate supervisor with a request to expedite. If not expedited to the satisfaction of the Employee/Union:

Step 2. The Union may verbally contact the Step 2 Official, explain the situation and request an expedited answer. If not expedited to the satisfaction of the Employee/Union:

Step 3. The Union may verbally contact the Step 3 Official, and request an expeditious answer.

At each step, every effort will be made to answer the grievance prior to the date the employment is scheduled to begin.

This Article shall not be construed to limit or abridge the Employer's right to take appropriate disciplinary action in response to violation of Civil Service Rules and Regulations and/or in response to unauthorized supplemental employment. Present authorizations need not be renewed solely due to the execution of this Agreement.

ARTICLE 25
NON-DISCRIMINATION

The Employer agrees to continue its policy against all forms of illegal discrimination including discrimination with regard to race, creed, color, national origin, gender, age, physical disability, mental disability, height, weight, marital status, religion or political belief. In addition, the Employer agrees not to discriminate on the basis of sexual orientation or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. This includes policies addressing reasonable accommodation for disabled employees. See Letter of Understanding.

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

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

ARTICLE 26
SEXUAL HARASSMENT

No employee shall be subjected to sexual harassment by another employee, during the course of employment in the State Classified Service. The Employer will make a good faith effort to prevent such sexual harassment, including that committed by non-state employees. When allegations of sexual harassment are made, the Employer will promptly investigate them and, if substantiated, take corrective action.

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

A. Repeated or continuous conduct which is sexually degrading or demeaning to another person.

B. Conduct of a sexual nature which adversely affects another person's continued employment, wages, advancement, tenure, assignment of duties, work shift or other conditions of employment.

C. Conduct of a sexual nature that is accompanied by a threat, either expressed or implied, that continued employment, wages, advancement, tenure, assignment of duties, work shift, or other employment conditions may be adversely affected.

ARTICLE 27
SMOKING

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

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

The Employer's obligation under this Article will be consistent with available space and other operational requirements. This Article shall not be subject to the grievance procedure, however, problems in this area are appropriate subjects for local Labor/Management meetings. Employees will cooperate with the Employer and with each other to respect each others' rights to work in a healthful air environment. Efforts will be made by employees to minimize smoking that causes genuine discomfort to fellow employees or to confine smoking to expressly designated areas. To the extent possible, the Employer will designate a portion of all dining area(s) as a non-smoking area.

ARTICLE 28
POLYGRAPH EXAMINATIONS

The Employer or its Agent shall not require nor attempt to persuade an employee to take a polygraph examination, lie detector test or similar test. The Employer or Agent shall not discipline or discriminate against an employee solely because an employee refused or declined a polygraph examination, lie detector test or similar test, by whatever name called.

ARTICLE 29
TRAINING

The Employer recognizes that it has the obligation to determine training needs. Training may take the form of either on-the-job or formalized training. Training shall be the responsibility of the Employer.

The Employer will endeavor to provide sufficient training to enable all employees to effectively deal with circumstances normally met on the job. The Employer will endeavor to provide training at the time of hire, whenever job responsibilities become significantly altered, or upon return from leave of absence during which job responsibilities are significantly altered. Such training shall normally begin within thirty (30) work days.

Formal training programs conducted by the department shall provide employees with a statement of purpose, clear understandable performance based objectives, and a daily agenda. Individual evaluations of the training may be submitted at the completion of training. Employees will be given the opportunity to submit such evaluations anonymously. The Union will have the right to review such training evaluations twice a year.

The Employer and the Union agree that any and all training will be conducted in an atmosphere of mutual dignity and respect. The purpose of training is to enhance employee job skills, not to create greater employment opportunities to the detriment of other employees.

The Employer recognizes that additional training, conferences and/or seminars given by other agencies or organizations may be relevant to Bargaining Unit members, and may provide increased knowledge and skills and improve

overall job performance and job satisfaction. At the discretion of the Employer administrative leave may be granted for attendance at such training when requested by the employee.

When selecting facilities for training, one of the criteria will be that the facility is accessible to persons with disabilities.

The Employer and the Union agree to jointly explore sources for funding for job retraining programs for laid off employees through programs such as JTPA, etc. The parties recognize that such job retraining programs must be utilized in accordance with applicable provisions of Article 49.

Current departmental practices regarding notification of training opportunities and administrative leave for training or other educational purposes shall remain in effect at their present level unless negotiated otherwise in secondary negotiations.

The Employer and the Union agree to jointly establish a committee to review resources and gather information to facilitate employee advancement within state service. This Joint Advancement Committee (JAC) shall be comprised of two (2) Union designated members (one (1) Administrative Support and one (1) Human Services) and two (2) Employer designated members and shall be established within sixty (60) calendar days of the effective date of this Agreement. The Committee shall review current programs established by the Civil Service Commission and individual departments to identify skill assessment program needs and programs to publicize existing resources to employees. The Committee shall work cooperatively with Civil Service to achieve these objectives.

The JAC shall work cooperatively with programs established by the Joint Education, Training and Development Fund.

ARTICLE 30
STAFFING

The parties agree that a proper relationship of work load to staff is a desirable goal to attain. The Employer agrees to consider workload demands when evaluating employee performance including corrective action and/or discipline.

The parties also recognize that the individual employing Agencies are limited, in part, by their legislative appropriation with respect to the number of employees that can be retained on the payroll at any one time.

The parties agree that a proper subject in Labor/Management Conferences is criteria for staffing ratios and reasonable production standards. The parties agree further to seek opportunities for cooperative approaches to legislative bodies to accomplish necessary staffing.

The parties agree that a Joint Union-Departmental Management Committee will be established within ninety (90) calendar days of ratification of this Agreement to review problems of workloads.

The parties agree to jointly review the feasibility of establishing a pool of employees in designated classifications comprised of volunteers to provide temporary services throughout the state.

ARTICLE 31
OPERATION OF STATE MOTOR VEHICLES

The Employer and the Union agree that motor vehicle safety and proper operation of all State vehicles and equipment are of prime importance to the State and its employees.

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

Employees will be expected to operate State motor vehicles and other motorized equipment in accordance with applicable laws and in a safe manner. Employees who have been assigned vehicles or whose assigned job duties include vehicle maintenance shall maintain such vehicles in accordance with Department of Technology, Management and Budget policy and procedures. All other employees who operate state owned vehicles shall respond appropriately to indications of problems related to the operation of the vehicle.

Employees using State owned vehicles who, due to the nature of their employment may be required to become involved in high speed or pursuit driving, shall be given comprehensive training in precision driving techniques similar to that given to State Police. All employees required to take this training shall do so no less than once every five (5) years. See Letter of Understanding.

ARTICLE 32
WAGE ASSIGNMENTS AND GARNISHMENTS

The Employer will not impose disciplinary action against an employee for any wage assignments or garnishments. An employee who is suffering garnishments or wage assignments, or other withholding ordered by a court, or who is experiencing other financial difficulties, is obligated to make arrangements with creditors that will cause the least interference with the employee's employment and the Employer's operations. It is understood and agreed that garnishments and/or related financial problems of an employee, which have an adverse impact upon job performance, may result in disciplinary action. Garnishments will be handled in accordance with Subsection 101, Chapter 2, Section 2, of the State of Michigan Administrative Manual.

ARTICLE 33
POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS

Section A. Position Descriptions.

The duties, tasks, activities, and responsibilities of a position shall be those assigned by the Employer. All or substantially all of such duties shall be reduced to writing and reported on a position description form by the Employer. The position description form shall be regarded as the official position description for the position. As a convenience to the Employer, composite position descriptions may be similarly established by the Employer. All newly hired and promoted employees shall be given a copy of their position description.

Except as may be specifically indicated to the contrary on the employee's official position description, or as otherwise provided in this Agreement, such position description shall not be interpreted to diminish or abridge, in any way, the Employer's right to assign an employee to different work sites and different work locations, including non-State work locations, or to perform assigned duties under the direction and supervision of authorities other than the employee's own Appointing Authority.

Upon individual employee request, the Employer will provide an employee one (1) copy of the employee's official position description. When the Employer has made changes in an employee's position which are not reflected in the position description, the employee may complete a new position description.

In any dispute between the Employer and an employee regarding the employee's appropriate classification, and upon individual employee request, the Employer will provide an employee with a copy of the Civil Service Class

Specification for the classification and the level to which the employee's position is allocated at the time of such individual request. Resolution to any continuing dispute shall be subject exclusively to the procedures provided in the Civil Service Rules and Regulations.

Section B. Class Specifications.

In the event that any new or revised class specification is developed as a direct and necessary result of a newly established qualification requirement which may prevent employees from continuing in their present positions, the Employer will meet with the Union to discuss and review the impact of such requirement. Such conference shall be conducted in accordance with Article 19 of this Agreement, Labor/Management meetings.

In the event a new degree or advanced educational requirement is added as a required classification specification, the employing Department shall recommend that all employees in the classification shall be grandparented into the classification without prejudice.

Employees who voluntarily transfer out of the affected classification or approved class cluster, if the affected class is in such an approved cluster, shall not be eligible for re-employment in the class unless they return as a result of bumping action. Employees who leave through layoff, bumping, or reassignment shall have return rights to the grandparented classification.

Section C. Journeyman Certification.

The Employer agrees to accept, and to place in the individual employee's Agency personnel file, a certification(s) from the U.S. Department of Labor, Bureau of Apprenticeship and Training, or any other certifications that the individual employee has satisfactorily completed all the requirements of such federal agency for an apprenticeship training course or program.

Section D. 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.

ARTICLE 34
PERMANENT-INTERMITTENT EMPLOYEES

1. Permanent-Intermittent employees shall be used only for job assignments which are characterized by periodic, irregular or cyclical scheduling. Permanent-Intermittent employees shall not be used for the purpose of eroding permanent full-time employment.

2. Permanent-Intermittent employees are entitled to all benefits in accordance with Appendix F. Seniority is accrued in accordance with Article 11, based on hours worked.

3. Permanent-Intermittent employees shall have their holiday pay calculated in accordance with current practice except where such an employee works full-time for all non-holiday hours during the pay period in which the holiday occurs, whereupon they will be entitled to full holiday credit.

Permanent-Intermittent employees who have returned from an approved leave of absence during the preceding six (6) pay periods shall have their holiday pay based on the number of pay periods in actual pay status.

4. The scheduling, hours of work, furloughing, return from furlough, layoff and recall of Permanent-Intermittent employees shall continue in accordance with current Departmental practices until negotiated otherwise in secondary negotiations. Any and all other issues arising out of the employment of Permanent-Intermittent employees shall be discussed in Labor/Management meetings.

5. Permanent-Intermittent employees who have acquired status shall have transfer rights to other Permanent-Intermittent positions in

accordance with Article 13, Assignment and Transfer. Further, Permanent-Intermittent employees who have acquired status shall have transfer rights to other permanent full-time and part-time positions in accordance with Article 13, Assignment and Transfer.

6. The Employer agrees to provide a minimum call-in guarantee of three (3) hours for Permanent-Intermittent employees who, are scheduled to work or called in to work in accordance with Departmental practice and who after arriving at the work site, are advised that they are not needed, or work less than three (3) hours. The minimum call-in guarantee above three (3) hours shall be a subject of secondary negotiations.

7. Permanent-Intermittent employees who work an assigned shift and who, after returning home, are called back to work, will be paid a minimum of three (3) hours at the regular rate of pay.

8. Where the Employer has four (4) hours of work that could be performed by one (1) Permanent-Intermittent employee, the Employer will assign such shift to but one (1) employee unless operating or contractual requirements necessitate otherwise.

9. The scheduling of temporary non-career employees shall be a proper subject for secondary negotiations.

ARTICLE 35
MISCELLANEOUS BENEFITS

Section A. Clothing.

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

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

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

The Employer agrees that those furnished uniforms which require dry cleaning will be cleaned at the Employer's expense in accordance with current practices or as agreed in secondary negotiations.

Section B. Tools and Equipment.

The Employer agrees that when tools and equipment are furnished by the Employer, such tools and equipment shall be in safe operating condition and shall be similarly maintained. When the Employer introduces new tools or equipment, employees shall be provided with adequate training, if necessary, in order to properly operate

such tools and equipment. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use. Tools and equipment which the Employer requires the employee to use shall be made available to the employee within budgetary limitations and in accordance with current practice, or as provided in secondary agreements. In the event such equipment is not made available, its use shall not be required.

Section C. Theft, Loss or Damage to Personal Items.

In accordance with the provisions of The Michigan Department of Technology, Management and Budget Administrative Guide Policy #0620.20, dated September 3, 1996, or as amended, the Employer or Insurance Carrier will reimburse the employee or pay the cost of repairing or replacing possessions owned by the employee, such as personal cash, eyeglasses, wrist watches, wearing apparel, motor vehicles, etc., stolen, lost or damaged in the line of duty, for claims under $1,000.00 set forth below, which are brought before the State Administrative Board, pursuant to MCL 600.6419(1); MSA 27A.6419, or before State Departments authorized by the Board to exercise its authority with respect to certain claims by State employees pursuant to MCL 600.6420; MSA 27A.6420.

Section D. Storage Space.

Secured storage space within close proximity to work areas shall be provided to those employees with a discernible need within budgetary and space limitations; however, the Employer and Union, through the

Labor/Management Conference process, will pursue furnishing secured storage space and suitable alternatives with the goal of providing satisfactory secured storage space within the terms of this Agreement.

Section E. Parking.

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

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

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

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

Section F. Lounge and/or Eating Areas.

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

Section G. Tuition Reimbursement.

Only to the extent that funds have been allocated by the Departments, specifically for tuition reimbursement, the Employer agrees to establish a system of tuition reimbursement for employees. The Employer agrees to notify the Union of the amount of money allocated by the Department for such purpose and of any changes in such allocation. When a department offers tuition reimbursement to employee(s), where eligible, employees covered by this Agreement shall have equal access to available funds on a first come, first served basis, unless the funds for

tuition reimbursement are designated for a specific purpose. In that event, the Union shall be so notified, and upon Union request, the Employer shall discuss the purpose with the Union.

Reimbursement shall apply only to the per-credit-hour cost of tuition and shall not apply to such items as lab fees, miscellaneous fees, books or supplies. Selection among eligible applicants, and proportion of reimbursement, shall be determined by the Employer. Employees approved for such tuition reimbursement shall only be reimbursed upon presenting written documentation of successful completion of the course.

Tuition reimbursement shall be made when the course pertains to career opportunities related to the employee's current Department or is creditable toward the completion of a degree related to career opportunities within the employee’s current department. No employee shall receive reimbursement for more than two courses in any one semester or term.

Tuition reimbursement shall not be denied to permanent employees solely on the basis of employment type.

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

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

The question of administrative leave for obtaining Continuing Education Units shall be a proper subject for secondary negotiations.

Section H. Legal Services.

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

No legal services shall be required in connection with prosecution of a criminal suit against an employee. However, when a criminal action is commenced against an officer or employee of a State Agency based upon the conduct of the officer or the employee in the course of employment, the State Agency will pay for, engage, or furnish the services of an attorney to advise the officer or the employee as to the action, and to appear for and represent the officer or the employee in the action, if the Employer has no basis to believe that the alleged conduct occurred outside the course of employment and no basis to believe the alleged conduct was not within the scope of the authority delegated to the officer or the employee. The determination of the officer or the employee's scope of delegated authority shall be made in the judgement of the Appointing Authority, in consultation with the Attorney General, which judgement shall not be subject to appeal.

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

Section I. Professional Fees and Subscriptions.

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

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

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

Section J. Leave of Absence With Pay.

Nothing in this Agreement shall preclude an Appointing Authority from authorizing salary payments in whole or part to employees in order to permit them to attend school, visit other governmental agencies or in any other approved manner to devote themselves to systematic

improvement of the knowledge or skills required in the performance of their work.

Section K. Jury Duty.

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

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

In the event jury duty is held on an employee's work day at other than the employee's scheduled work time, for purposes of pay only, the employee shall be permitted an equivalent amount of time off from scheduled work on his/her upcoming shift or by mutual agreement on another day in the pay period. Alternately, upon mutual agreement, an employee on the afternoon or night shift who elects to receive administrative leave in accordance with this Section shall have his/her shift changed to days during jury duty.

To receive administrative leave for jury duty an employee must:

1. Promptly provide a copy of the jury duty summons to his/her supervisor.

2. Notify the supervisor of the jury duty schedule on a daily basis at or before the beginning of the employee's scheduled work day

in accordance with departmental procedures regarding reporting of absences.

3. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested.

4. Submit the jury duty paycheck stub as soon as it is received. The Employer will make a negative payroll adjustment in the amount equal to the jury duty pay received in accordance with departmental procedures.

Travel allowances paid to the employee by the court may be retained as they are not considered jury duty pay. Employees shall not be permitted to use a State vehicle for travel connected with jury duty and shall not be reimbursed by the Appointing Authority for travel allowances.

An employee requested or subpoenaed to appear before a court as a witness for the People is entitled to administrative leave (time off with full pay) provided that the employee certifies in writing the period of time of such appearance and for which such administrative leave is requested. In the event the court appearance is held on an employee's work day at other than the employee's scheduled work time, for purposes of pay only, the employee shall be permitted an equivalent amount of time off from scheduled work on his/her upcoming shift or by mutual agreement on another day in the pay period. Employees must reimburse the Department for any witness fees received, up to the amount of their salary, and for any travel expenses allowed by the court. Employees will be reimbursed for any travel expenses in accordance with State Standardized Travel Regulations.

If an employee is subpoenaed as a witness or appears in court in any capacity other than as a witness for the People, he/she will not be considered as being on duty, nor will

administrative leave be granted. Any authorized absence shall be charged to annual leave and employees may retain any expenses or monies received from the court.

If, however, the court appearance is required as a result of conduct occurring in the course of employment and the employee had a reasonable basis for believing the alleged conduct was within the scope of the authority delegated to the employee, the employee will be considered as being on duty.

Section L. Meals Without Charge.

1. Except as described in Subsection 2., all employees currently provided a meal without charge shall continue to receive such benefit.

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

a. Employed and assigned within the security perimeter of a correctional facility where food service facilities are available; and

b. Required to remain at the correctional facility for the full eight (8) hour shift, and not be relieved of custody responsibilities during the period provided for consuming the meal; and

c. Entitled to receive full pay for the period during which the meal is to be consumed.

ARTICLE 36
COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY

Section A. General Emergency.

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

Section B. Administrative Determination.

When conditions in an affected area or a specific location warrant, State facilities may be ordered closed or, if closure is not possible because of the necessity to continue services, a facility may be declared inaccessible. The decision to close a State facility or to declare it inaccessible shall be at the full discretion of the Governor or his/her designated representative. When a decision has been made to close or declare a building inaccessible, the Employer will promptly take steps to have the information communicated to affected employees.

Section C. Compensation in Situation of Closure.

When a State facility is closed by the Governor or his/her designated representative, affected employees shall be authorized administrative leave not to exceed the period of closure to cover their normally scheduled hours of work, unless such employees can be temporarily reassigned to another facility or are able to perform appropriate job responsibilities away from the facility. Individual employees of facilities ordered closed may be required to work to

perform essential services during the period of closure. When such is the case, these employees shall be compensated in the manner prescribed for employees who work under conditions of declared inaccessibility.

Section D. Compensation in Situation of Inaccessibility.

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

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

Section E. Additional Timekeeping Procedures.

If a State facility has not been closed or declared inaccessible during severe weather or other emergency conditions, an employee unable to report to work because of these conditions shall be allowed to use annual leave or compensatory time credits. If sufficient credits are not available, in lieu of being placed on lost time, the employee may request to adjust his/her schedule. This request shall not be unreasonably denied.

When an employee is absent from a scheduled work period, a portion of which is covered by a declaration of closure or

inaccessibility, annual leave or—compensatory time credits may be used to cover that portion of his/her absence not covered by administrative leave. If sufficient credits are not available, in lieu of being placed on lost time, the employee may request to adjust his/her schedule. This request shall not be unreasonably denied. Employees who are absent due to sick or annual leave usage or who have previously scheduled annual leave during the period of closure or inaccessibility shall not be entitled to administrative leave. If an employee is scheduled to return to work while the building remains closed or inaccessible the employee shall then be eligible for such administrative leave.

Employees who suffer lost time as the result of the application of this policy shall receive credit for a completed bi-weekly work period for all other purposes.

ARTICLE 37
MOVING EXPENSES

Section A. Persons Covered.

All authorized full-time employees currently employed by the State of Michigan being relocated for the benefit of the State, who actually move their residence as a direct result of the relocation, and who agree to continue employment in the new location for a minimum of one (1) year are entitled to all benefits provided by this Article. New employees not presently working for the State of Michigan shall not be entitled to benefits provided in this Article.

Section B. By Commercial Mover.

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

1. ***Household Goods***: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, 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.

2. ***Packing*****:** The State will pay up to $800 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.

3. ***Insurance*****:** The carrier will provide insurance against damage up to $.60 per pound for the total weight of the shipment. The State will

reimburse the employee for insurance costs not to exceed an additional $.65 per pound of the total weight of the shipment.

In addition to the above packing allowances:

The State will pay the following accessorial charges which are required to facilitate the move:

a. Appliance Service;

b. Piano or organ handling charges;

c. Flight, elevator or distance carry charges;

d. Extra labor charges required to handle heavy items, i.e., pianos, organs, freezers, pool tables, etc.

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

Section C. Mobile Homes.

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

Mobile home liability is limited to damage to the unit caused by negligence of the carrier, and

to contents up to a value of $1,000. Additional excess valuation and/or hazard insurance may be purchased from the carrier at the expense of the employee.

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

Section D. Storage of Household Goods.

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

Section E. Temporary Travel Expense.

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

Section F. To Secure Housing.

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

ARTICLE 38
SECONDARY NEGOTIATIONS

The parties acknowledge and agree that no secondary negotiations may take place except as specifically authorized by an Article of this Agreement, or by mutual agreement of the Office of the State Employer and the Union. The parties agree to extend the terms of secondary agreements and Letters of Understanding relative to the administration thereof in effect on December 31, 2011 applicable to employees in these units until such time as new secondary agreements have been negotiated and ratified. An extension of a secondary agreement requires the approval of the Civil Service Commission. It is understood and agreed that no provision of a secondary agreement may take precedence over any provision of this (primary) Agreement. Thus, if a conflict arises between a provision of this Agreement and a provision of a secondary agreement the provisions of this Primary Agreement rather than the secondary shall prevail.

The parties agree to compile a list of mandatory subjects of bargaining and a list identifying all departments and all autonomous agencies subject to secondary negotiations.

The parties shall meet to negotiate secondary agreements no later than thirty (30) calendar days after Civil Service Commission approval of this Primary Agreement. These negotiations shall continue, with regular meetings as mutually agreed, for no longer than sixty (60) calendar days and may include mediation as agreed to by the parties or required by the Civil Service Rules and Regulations. Should the parties fail to agree on items properly referred to secondary negotiations, the outstanding items

shall be submitted to the Civil Service Impasse Panel.

Prior to the actual signing of a complete tentative secondary agreement(s) by the Department and the Union, the Office of State Employer shall have two (2) work days to review and approve or disapprove the tentative agreement. Thereafter, any signing of tentative agreements shall not require further review or approval of the Office of State Employer.

Any agreements reached in secondary negotiations shall not be final until ratified by the Union and approved by the Civil Service Commission.

ARTICLE 39
PAID ANNUAL LEAVE

Section A. Initial Leave.

Upon hire, each permanent employee shall be credited with an initial annual leave grant of sixteen (16) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.

Section B. Allowance.

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

ANNUAL LEAVE TABLE

Service Credit:
Annual Leave:

0 – 1 yrs. (0 - 2,079 hrs.)
= 4.0 hrs./80 hrs. serv.

1 – 5 yrs. (2,080 – 10,399 hrs.)
= 4.7 hrs./80 hrs. serv.

Section C. Additional Allowance.

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

ADDITIONAL ALLOWANCE TABLE

SERVICE CREDIT:	ANNUAL LEAVE:
5 - 10 yrs. (10,400 - 20,799 hrs.) =	5.3 hrs./80 hrs. service
10 - 15 yrs. (20,800 - 31,199 hrs.) =	5.9 hrs./80 hrs. service
15 - 20 yrs. (31,200 - 41,599 hrs.) =	6.5 hrs./80 hrs. service
20 - 25 yrs. (41,600 - 51,999 hrs.) =	7.1 hrs./80 hrs. service
25 - 30 yrs. (52,000 - 62,399 hrs.) =	7.7 hrs./80 hrs. service
30 - 35 yrs. (62,400 - 72,799 hrs.) =	8.4 hrs./80 hrs. service
35 - 40 yrs. (72,800 - 83,199 hrs.) =	9.0 hrs./80 hrs. service
40 - 45 yrs. (83,200 - 93,599 hrs.) =	9.6 hrs./80 hrs. service
45 - 50 yrs. (93,600 -103,999 hrs.) =	10.2 hrs./80 hrs. service

etc.

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

longevity compensation if the employee previously qualified for and received these benefits.

Section D. Crediting.

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

Section E. Transfer and Payoff.

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

Employees who separate shall be paid at their current hourly rate for the balance of their

unused annual leave subject to the applicable payoff cap below.

Section F. Annual Leave Cap.

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

ANNUAL LEAVE ACCUMULATION SCHEDULE

YEARS	ACCRUAL	ACCUMULATION CAP	PAYOFF CAP
1 – 5	4.7	296	256
5 – 10	5.3	311	271
10 – 15	5.9	326	286
15 – 20	6.5	341	301
20 – 25	7.1	346	306
25 – 30	7.7	356	316
30 – 35	8.4	356	316

etc.

Section G. Utilization.

Except as provided herein, an employee may charge absence to annual leave only with the prior approval of the Employer. Annual leave shall not be credited or used in anticipation of future leave credits. In the absence of sufficient leave credits, payroll deductions (lost time) shall

be made for the work period in which the absence occurred. In those emergency circumstances when prior approval cannot be reasonably obtained the employee may request subsequent approval of annual leave. Such requests, when explained, shall not be unreasonably denied. In the event the request is denied, upon employee request, the reason for denial shall be reduced to writing.

An employee may request to use accrued annual or personal leave to substitute for all or part of any unpaid leave where the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA) as provided in Article 16, Medical Leave, and Article 50, Parental Leave and Family Care Leave. Annual or personal leave may be substituted for an unpaid parental leave, medical leave for the employee's own serious health condition, or family care leave when such leave is to care for the employee's parent, spouse, or child's serious health condition. The amount of paid leave to be counted against the employee's FMLA leave entitlement will not exceed twelve (12) work weeks during a twelve (12) month period. The twelve (12) month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

In accordance with the FMLA, annual leave used by an employee will be credited against an employee's FMLA leave entitlement when the annual leave is for a serious health condition and:

1. The employee requests annual leave to substitute for an unpaid intermittent or reduced work schedule; or

2. Where the employee requests the use of annual leave for a qualifying purpose under the FMLA and the absence from work is intended to be for five (5) work days or more.

Where an employee requests the use of annual leave or personal leave and it is determined based on information provided by the employee or the employees' spokesperson in accordance with the Act that the reason for the paid leave is for a qualifying purpose under the FMLA, the Employer may designate the leave as such and it will be counted against the employee's twelve (12) work week leave entitlement under the FMLA. When the Employer requires that annual or personal leave be counted as FMLA leave; this designation will be made at the time the Employer determines that the leave qualifies as FMLA leave in accordance with the Act. The Employer will notify the employee that the paid leave is designated and will be counted as FMLA leave. In no event will the Employer designate leave as FMLA leave after the leave has ended, except as provided in the Act.

Section H. Scheduling.

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

Upon the employee(s) written request, if annual leave is denied for operational needs, the operational need(s) shall be reduced to writing.

The Employer agrees to expedite the grievance procedure for the handling of the grievances for denial of annual leave per the following procedure:

Step 1. The grievance is given to the immediate supervisor with a request to expedite.

If not expedited to the satisfaction of the Employee/Union:

Step 2. The Union may verbally contact the Step 2 official, explain the situation and request an expedited answer.

If not expedited to the satisfaction of the Employee/Union:

Step 3. The Union may verbally contact the Step 3 official, and request an expeditious answer.

At each step, every effort will be made to answer grievances through and including Step 3 before the requested annual leave is to be taken or before the employee must confirm travel or other similar arrangements.

The above process assumes an obligation on the part of the employee to make requests as soon as possible in the expediting process.

Section I. Conversion to Sick Leave.

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

Employees who return home from or significantly interrupt annual leave because of death, injury or illness of a person other than the employee, for which sick leave could normally be used, may convert such time to sick leave, provided that such illness or injury requires (1) hospitalization and/or (2) emergency surgery/treatment and convalescence requiring the presence of the employee. Employees on annual leave at home shall have the same privilege. In accordance with Section G of this Article, where annual leave is converted to sick leave and the use of the sick leave is for a qualifying purpose under the FMLA, such sick leave, if for five (5) work days or more, may be counted against the employee's FMLA leave entitlement of twelve (12) work weeks during a twelve (12) month period.

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

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

Section J. Annual Leave Buy Back.

A laid off employee who has been rehired from layoff to a permanent position in a different Department/Agency may elect to buy back up to eighty (80) hours of accrued annual leave which had been paid off. An employee recalled to the Department/Agency from which he/she was laid off may elect to buy back any portion of annual

leave up to the amount he/she was paid off. An employee electing this option shall buy back the annual leave at the returning rate of pay. Such payment shall be made to the Department/Agency making the original payoff. Such option may be exercised only once per recall, and must be exercised during the first thirteen (13) pay periods of the recall/rehire.

Section K. Annual Leave Freeze.

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

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

Section L. Annual Leave Bank Donations.

1. Right to Receive Annual Leave Donations.

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

A. The receiving employee has successfully completed his/her initial probationary period and faces financial hardship due to serious injury, or the prolonged illness of the employee or his/her immediate family as defined in Article 40.

B. The receiving employee has exhausted all leave credits.

C. The receiving employee's absence has been approved.

D. An employee may receive direct transfer of annual leave from employees within their employing Department. The right to donate hours and receive hours through direct transfer is not limited to employees in these Bargaining Units where reciprocal agreements exist with other exclusive representatives or provided for in the Civil Service Rules and Procedures for Non-Exclusively Represented Employees.

E. An employee in these Bargaining Units may receive a maximum of thirty (30) work days from the leave bank provided in Section 2 below. The thirty (30) work day maximum will be reduced by any hours received through direct transfer.

F. If the receiving employee returns to work with unused donated hours, those hours shall be transferred to the leave bank.

2. The Right to Donate Annual Leave Hours.

A. Annual leave donations must be for a minimum of four (4) hours and a maximum of forty (40) hours annually and donations shall be in whole hour increments.

B. Employee donations are irrevocable.

C. The Office of the State Employer and UAW shall each designate one (1) representative to review requests and determine eligibility to receive UAW leave bank hours.

D. Donations to the leave bank may be made at any time. A direct transfer of annual leave may occur at any time. Employee base hours shall be converted to their monetary equivalent and deposited in a central Employer account for direct transfers to employees and to the leave bank.

ARTICLE 40
PAID SICK LEAVE

Section A. Allowance.

Every permanent employee 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 pro-rated amount if paid service is less than eighty (80) hours in a pay period. Paid service in excess of eighty (80) hours in a bi-weekly work period shall not be counted.

Sick leave shall be credited at the end of the bi-weekly work period. Sick leave shall be considered as available for use only in pay periods subsequent to the bi-weekly work period in which it is earned. When service credits (hours in pay status) do not total eighty (80) hours in a bi-weekly period, the employee shall be credited with a pro-rated amount of sick leave for that work period 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 or 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.

An employee may elect to use accrued annual leave when an insufficient amount of sick leave exists to cover an absence for which sick leave is normally used, unless there is disciplinary action in effect regarding time and attendance.

Section B. Utilization.

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

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

Sick leave may be utilized by an employee for appointments with a doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

An employee may request or the Employer may require an employee to use accrued sick leave to substitute for all or part of an unpaid medical leave or family care in accordance with this Agreement when the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA) as provided in Article 16, Medical Leave, and Article 50, Family Care Leave. The amount of paid leave to be counted against the employee's FMLA leave entitlement will not exceed twelve (12) work weeks during a twelve (12) month period. The twelve (12) month

period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

In accordance with the FMLA, sick leave used by an employee will be credited against an employee's FMLA leave entitlement when the sick leave is used for a serious health condition and:

1. The employee requests sick leave to substitute for an unpaid intermittent or reduced work schedule; or

2. Where the employee requests the use of sick leave for a qualifying purpose under the FMLA and the absence from work is intended to be for five (5) work days or more.

Where an employee requests the use of sick leave and it is determined based on information provided by the employee or the employees' spokesperson in accordance with the Act that the reason for the paid leave is for a qualifying purpose under the FMLA, the Employer may designate the leave as such and it will be counted against the employee's twelve (12) work week leave entitlement under the FMLA. When the Employer requires that paid leave be substituted for unpaid leave, or that sick leave be counted as FMLA leave, this designation will be made at the time the Employer determines that the leave qualifies as FMLA leave in accordance with the Act. The Employer will notify the employee that the paid leave is designated and will be counted as FMLA leave. In no event will the Employer designate leave as FMLA leave after the leave has ended, except as provided in the Act.

Section C. Disability Payment.

In case of work-incapacitating injury or illness of an employee which has been determined to be compensable under the Michigan Workers' Disability Compensation law,

such employee shall be allowed salary payment which, with the work disability benefit, equals two-thirds (2/3) of the regular salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's regular salary or wage.

Section D. Accumulation and Payoff.

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

An employee who separates from the State Classified Service for retirement purposes in accordance with the provisions of a State retirement act shall be paid for fifty percent (50%) of unused accumulated sick leave as of the effective date of separation at the employee's final regular rate of pay, by the Department/Agency from which the employee retires.

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

Upon separation from the State Classified Service for any reason other than retirement or death, the employee shall be paid for a percentage of unused accumulated sick leave in accordance with the following table of values. Payment shall be made at the employee's final regular rate of pay by the Department/Agency from which the employee separates:

Sick Leave Balance -- Hours	Percentage Paid
Less than 104	0
104 – 208	10
209 – 416	20
417 – 624	30
625 – 832	40
833 or more	50

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

Section E. Proof.

All sick leave used shall be certified by the employee. When the Employer has reasonable grounds for doing so, the Employer may require the employee to provide acceptable verification. Such verification will not be requested after the employee has returned to work, unless the employee has previously been advised that verification will be necessary. Falsification of such verification may be cause for disciplinary action up to and including dismissal. The Employer may require that an employee present medical certification of physical or mental fitness to continue working. See Letter of Understanding.

Section F. Return to Service.

Previous unused sick leave allowance shall be placed to the credit of a laid off employee upon return to permanent employment within three (3) years of such layoff. A separated

employee who received payment for unused accumulated sick leave under this Article and who returns to service shall not be credited with any previously earned sick leave.

Section G. Transfer.

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

Section H. Bereavement Leave.

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

ARTICLE 41
SALARY SCHEDULE AND RELATED MATTERS

Section A. Computation of Salaries.

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

Section B. Pay Periods.

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

At the employee's option, school year seasonal employees, in the Department of Education, may have their yearly pay pro-rated over twenty-six (26) pay periods.

Section C. Pay Days.

Pay days will occur every second Thursday and will include wages earned in the immediate past pay period in accordance with current practice. Every effort will be made to correct payroll errors which occurred in previous pay periods in the employee's disfavor and include pay due the employee due to such errors in the next pay warrant following the error and correction.

Imprest cash vouchers will be used whenever feasible to correct serious errors. When imprest cash vouchers are used, they shall be issued for an amount no less than ninety percent (90%) of the expected net pay for regular hours worked, and, if requested by the employee,

they shall be issued within one (1) business day. The Employer, upon determination that an overpayment has been made, will immediately in writing notify the employee. Employees are obligated immediately to notify the Employer, in writing, of any under or overpayment. The employee shall be required to repay any and all overpayments received resulting from misrepresentation by the employee. Overpayment liability will be limited to twenty-six (26) pay periods immediately prior to the date the employee is notified of the overpayment in those instances where overpayment resulted from a clerical error, violation or misinterpretation of Civil Service Rules and Regulations by the Employer or Civil Service and the employee performed in good faith the duties and responsibilities. In the case of Employer overpayments not immediately noticed by either the employee or Employer that would create hardship on the employee if immediate full reimbursement were required, a payment schedule shall be arranged.

Section D. Authorized Payroll Deductions.

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

Dental Insurance
Life Insurance
Union Dues/Fees
Deferred Compensation
U.S. Bonds
Medical Hospitalization Insurance
Income Protection Insurance
Mandatory Child Support deductions when ordered by a court
Vision Care Insurance
Michigan Education Trust (MET) Program
Retirement Service Credit (if administratively possible)

ARTICLE 41, Sectiion D

It is understood and agreed that additional authorized deductions may be made by the Employer and shown on the check stub/electronic earnings statement as payroll deductions. All authorized deductions are subject to sufficient earnings. Nothing provided herein shall prohibit the Employer from making deductions in accordance with court orders of a court of competent jurisdiction or other legal orders served on the Employer.

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

ARTICLE 42
HOUSING ALLOWANCE FOR CHAPLAINS

The Employer and the Union agree to the designation of a portion of the salary paid to ordained clergy, not to exceed thirty-five percent (35%) of wages, be designated as a housing allowance.

ARTICLE 43
COMPENSATION

Section A. Wages.

1. **2012-2013**

A. On October 1, 2012, the base hourly rate in effect at 11:59 p.m. on September 30, 2012, for each step in the Bargaining Units (Human Services and Administrative Support) shall be increased by one (1%) percent.

B. At the end of the first full pay period in October 2012, each full-time employee who is on the payroll as of October 2, 2012, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2011, shall be paid a one-time cash payment of 1% of the annualized base hourly rate of pay in effect as of October 2, 2012, which shall not be rolled into the base wage. for a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 2011, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2011, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2012.

At the end of the first full pay period in October 2012, or the first subsequent pay period in fiscal year 2012-13 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2012, and who was either:

1) On the payroll on October 1, 2011,
2) On furlough on October 1, 2011,
3) On seasonal layoff on October 1, 2011, who has accumulated less than two thousand eighty (2080) hours of current

continuous service between October 1, 2011, and September 30, 2012, shall be paid a one-time cash payment which shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2011, and September 30, 2012, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2012.

2. **2013-2014.**

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

At the end of the first full pay period in October 2013, or the first subsequent pay period in fiscal year 2013-14 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2013, and who was either:

1) On the payroll on October 1, 2012,
2) On furlough on October 1, 2012,

3) On seasonal layoff on October 1, 2012, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2012, and September 30, 2013, shall be paid a one-time cash payment which shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2012, and September 30, 2013, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2013.

3. Recruitment and retention payment. In light of the difficulty the Department of Corrections is currently experiencing in the recruitment and retention of registered nurses at Duane Waters Hospital, Charles Egler Reception and Guidance Center, Parnall Correctional Facility, and Southern Michigan Correctional Facility the parties agree to establish a recruitment and retention payment of $5,000 to be paid to all registered nurses employed at these facilities for at least 2080 hours on the last day of the first full pay period in February. The recruitment and retention payment will be issued each year as a gross pay adjustment in the pay check for the first full pay period in February. It is the intent that this payment serve as a recruitment and retention incentive. In the event that recruitment and retention ceases to be a problem at these facilities, the incentive payment will be discontinued.

4. Effective October 1, 2007 an optional signing bonus may be paid to attract eligible registered nurses, who possess skills that are in high market demand. A one-time lump sum bonus of up to $5,000 may, at the Employer's option, be paid to new hires in the classes

Registered Nurse P11, Registered Nurse P12, Registered Nurse 13 and Registered Nurse 14. Current employees in the listed classes are not eligible for the bonus. The bonus will only be paid to secure a commitment from a highly qualified candidate and when filling hard-to-fill positions. The employee must agree to pay back the entire bonus including tax withholding thereon, if the employee leaves the Department within one year of the appointment. Payback remittances are owed and payable in full within thirty (30) calendar days of the termination date. Such remittance shall be taken as a negative gross pay adjustment from the employee's final pay warrant, if possible. $1,500 of the signing bonus is paid as a gross pay adjustment with the employee's first pay warrant. The remaining $3,500 of the signing bonus will be paid upon completion of 2080 hours of satisfactory service.

Section B. Heights and Tunnels Premium.

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

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

2. Limitations. Hazard pay shall be in addition to and not part of the base rate.

Work performed from safety buckets (aerial equipment) is not considered high structure work.

Work in caissons is not considered tunnel work.

Section C. Group Insurances.

New hires will be permitted to enroll in group insurance plans for which they are eligible during their first thirty-one (31) days of employment. Coverage under such plans is effective the first day of the bi-weekly pay period after enrollment.

1. **The New State Health Plan.**

See Appendix E-1 for the New State Health Plan PPO (NSHP PPO) health care coverage for eligible employees hired on or after April 1, 2010.

2. **The State Health Plan.**

a. The Employer shall maintain the existing group basic and major medical health insurance coverages except as amended herein. Except as provided in the Letter of Understanding titled "Group Insurance Premiums for Less Than Full Time Employees", the Employer shall continue to pay 90% of the premium. Effective January 1, 2003, the existing basic and major medical plan (State Health Plan Advantage) shall be replaced with the PPO plan which shall be known as the "State Health Plan". State Health Plan in and out-of-network benefits and applicable deductibles and co-payments are outlined in Appendix E.

Effective the first full pay period in October 2012, the following will apply to eligible employees enrolled in the State Health Plan PPO. The state will pay 80% of the State Health Plan PPO premium with enrolled employees paying 20%.

b. In order to provide quality health care in the most cost effective manner, the parties agree that all alternatives should be carefully explored. In order to monitor the State Health Plan as well as to develop alternatives, the parties will continue the Joint Employer UAW Health Care Committee. This Committee shall:

(1) Receive utilization data from all carriers to review administration and delivery of the program.

(2) Explore programs and mechanisms to achieve the most cost effective delivery of quality care.

(3) Review the continuation of any HMO and the offering of any new HMO to UAW Bargaining Unit members. The continued offering and new offering of any HMO shall be subject to the approval of the UAW. Such review and approval shall be communicated to the Office of the State Employer by the UAW no later than August 1 for the subsequent fiscal year. Data necessary to perform the review shall be submitted to UAW no later than March 1 for any new HMO being considered and as early as available but no later than June 1, for any HMO currently offered. HMOs shall continue to be offered as dual choice options to the State Health Plan coverages. The benefits which must be offered by HMOs which are approved for Bargaining Unit members are set forth in Appendix ~~H~~ F. Any HMO which currently provides benefits superior to those set forth in Appendix ~~H~~ F shall not reduce or diminish such benefits. No HMO offered to Bargaining Unit members may reduce benefits. Benefits not included in HMO's, but added in other health care options, shall automatically be incorporated into the HMO benefits on the same effective date. Any other alteration of HMO benefits shall be by mutual agreement of the Employer and the Union. The parties agree to meet annually to discuss HMO costs and make recommendations for changes in order to keep HMOs affordable.

(4) Review PPOs including one for durable medical equipment which may be made available as a voluntary alternative plan by the Employer subject to the approval of the UAW. To be considered, a PPO must demonstrate that it

meets high standards of quality, accessibility and fiscal soundness.

The scope and level of benefits must be superior to the State Health Plan health care coverage.

(5) Review any other means by which health care can be provided in a cost effective manner.

(6) The parties agree to continue the following PPOs:

(a) An alternative prescription drug program;

(b) A Dental Maintenance Organization.

(7) Review alternatives for addressing health care coverage alternatives for sponsored dependents and other persons for whose financial and physical care the employee is principally responsible.

(8) Additionally, during the course of the Agreement, the Joint Health Care Committee will meet at least quarterly to:

(a) Explore additional changes to the health plan systems in order to reduce costs and improve quality. Among the issues that may be considered are centers for excellence, programs for cardiac rehabilitation and infusion therapy, and others.

(b) Consider proposals for an optional voluntary vision program that enhances benefits at reduced cost.

(c) Address problems associated with Psychiatric/Substance Abuse services; and other problems related to the current programs.

(9) Discuss coverage for routine services associated with clinical trials.

(10) Discuss consistent Department rules for granting administrative leave for attendance at state sponsored retirement and financial planning seminars.

(11) Review of the Summary Plan Description/Administrative Manual for the new State Health Plan.

(12) Review the MH/SA benefit in terms of quality, cost and access.

c. The Plan shall include the following:

(1) Pre-Certification of Hospital Admission and Length of Stay. The pre-certification for admission and length of stay component requires that the attending physician submit to the third party administrator the diagnosis, plan of treatment, and expected duration of admission. If the admission is not an emergency, the submission must be made by the attending physician and the review and approval granted by the third party administrator prior to admitting the covered individual into the acute care facility. If the admission occurs as an emergency, the attending physician is required to notify the administrator by telephone with the same information on the next regular working day after the admission occurs. If the admission is for a maternity delivery, advance approval for admission will not be required; however, the admitting physician must notify the third party administrator before the expected admission date to obtain the length-of-stay approval.

(2) Second Surgical Opinion.

Effective January 1, 2003 an individual covered under the State Health Plan will be entitled to a second surgical opinion. If that opinion conflicts with the first opinion the individual will be entitled to a voluntary third surgical opinion. Second and third surgical opinions shall be subject to a $15 in-network office call fee or covered at 90% after the deductible if obtained out-of-network.

(3) Home Health Care.

A program of home health care and home care services to reduce the length of hospital stay and admissions shall also be available at the employee's option. This component shall require that the attending physician contact the third party administrator to authorize home health care service.

The attending physician must certify that the proper treatment of the disease or injury would require the services and supplies provided as part of the home health care plan. If appropriate, certification will be granted for an estimated number of visits within a specified period of time. The types of services that shall be covered under this component will include part-time or intermittent nursing care by a Registered Nurse (R.N.) or Licensed Practical Nurse if an R.N. was not available; part-time or intermittent home health aid services; physical, occupational and speech therapy; medical supplies, drugs and medicines prescribed by a physician, and laboratory services provided by or on behalf of a hospital, but only to the extent that they would have been covered if the individual had remained or been confined in the hospital.

To receive home health care services, a patient shall not be required to be homebound. Home infusion therapy shall be covered as part of the home health care benefit or covered by its separate components (e.g. durable medical equipment and prescription drugs).

(4) Hospice and Birthing Centers - Alternative Delivery Sites.

Coverage shall also be available for hospice care and birthing center care to employees and enrolled family members. Bills for birthing centers shall be paid in the same manner as under the current Plan. To be eligible for the hospice care benefit, the covered individual must be diagnosed as terminally ill by the attending

physician and/or Hospice Medical Director with a medical prognosis of six (6) months or less life expectancy. Covered hospice benefits include physical, occupational, and speech language therapy; Home Health Aid services; medical supplies; and nursing care. Covered Hospice Benefits are not subject to the individual deductible or any co-payment and will be paid only for services rendered by federally certified or State licensed hospices. Both hospice care and birthing center care shall be available to employees at their option in lieu of hospital confinement. Birthing center care is covered under the delivery and nursery care benefits set forth in Appendix E and E-1.

(5) Hearing Care Program.

The hearing care program shall be continued under the State Health Plan. Such program will include audiometric exams, hearing aid evaluation tests, hearing aids and fitting subject to a $15 office call fee for the examination and shall be available once every 36 months unless hearing loss changes to the degree determined by the joint committee upon advice by the State Health Plan's Medical Policy Team and Audiology professionals. When medically appropriate, binaural hearing aids are a covered benefit.

(6) Generic Drugs.

Generic Prescription Drug Program (Effective October 1, 2005).

In order to promote the usage of generic prescription drugs to reduce costs while maintaining the quality of care, the Pharmacy Benefit Manager (PBM) will automatically substitute an approved generic drug for prescriptions written for multi-source brand name drugs, except for a list of narrow therapeutic index agents, e.g., Dilantin.

1. In those instances when a physician prescribes a multi-source brand name drug and

indicates on the prescription, Dispense As Written or DAW, the brand name drug will be dispensed and the enrollee will pay the $20 brand name co-payment plus the difference (up to a maximum of $10.00) in cost between the generic drug and the brand name drug. The enrollee may request a review of the medical necessity for the brand name drug. If the medical necessity is not established, future dispensing will be subject to Section 3 below.

2. In the case described in Section 1, above, the enrollee may request a review of the medical necessity for the brand name drug through the PBM's process. If it is found that dispensing of the brand name drug was medically necessary, amounts paid by the enrollee in excess of the brand name co-payment will be refunded to the enrollee. The PBM's record systems will be adjusted to allow dispensing of the brand name drug for the period of time the eligible enrollee is receiving that drug.

3. If the brand name drug is dispensed at the enrollee's request or after the determination in Section 2, above, that the brand name drug is not medically necessary, the enrollee will pay the appropriate generic drug co-payment plus the full difference in cost between the generic drug and the brand name drug.

The Plan shall provide that unless otherwise specified by the prescribing physician, the pharmacy will be required to dispense a generic drug whenever a generic substitution is available.

(7) Mail Order Prescription Drugs.

a. The Employer shall continue the current mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. The employee co-pay for drugs purchased under

this option shall be $20.00 for generic drugs and $40.00 for brand name drugs.

B Effective October 1, 2005 prescription medications on the maintenance drug list (MDL) and used on a long term basis will be available only through mail order home delivery, following an original prescription order and two refills for the same prescription drug at the same therapeutic strength, additional refills will be available only through the home delivery program. Additional refills obtained at retail of MDL drugs and related supplies if applicable are subject to 100% enrollee co-payment. This paragraph shall not be effective during any period in which Michigan pharmacists are precluded from dispensing prescription drugs by mail.

c. Effective the first full pay period in October 2012, at the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. The employee co-pay for drugs purchased under this option shall be $20 for generic drugs, $40 for preferred brand name drugs and $80 for non-preferred brand name drugs. Brand name drugs are deemed to be non-preferred because of the availability of a generic equivalent or a therapeutically or chemically equivalent brand name drug.

(8) Wellness and Preventive Coverage.

Wellness and Preventive Coverage in accordance with the State Health Plan as outlined in Appendix E will be subject to a calendar year maximum plan payment of $1500 per individual for in-network services. Effective January 1, 2006, the calendar year maximum will increase to $1500 per individual for in-network services. There shall be no coverage for preventive services received out of network. Effective January 1, 2006, the cost for a colonoscopy exam (one every ten years beginning at age fifty (50)

and the cost for childhood immunizations will not be applied toward the calendar year maximum. These services will be covered at 100% in-network with no deductible and out-of-network at 90% after the deductible.

The Employer agrees to maintain the current Health Risk Appraisal program, in cooperation with the Office of the State Employer for Bargaining Unit members who wish to participate. Such program shall consist of a Health Assessment Questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the Employer, the Union, or third parties.

(9) Storage cost for blood that is self-donated by an employee or covered dependent in preparation for scheduled surgery is covered by the State Health Plan subject to the individual deductible.

(10) Employees and covered dependents enrolled in the State Health Plan will be eligible for a lifetime maximum reimbursement of $300 for non-medical, weight reduction if they meet the following conditions:

(a) The employee or covered dependent is obese as defined by being more than 100 pounds overweight or more than 50% over ideal weight and weight loss clinic attendance is prescribed by a licensed physician, or

(b) The employee or covered dependent is more than 50 pounds overweight or more than 25% over ideal weight, has a diagnosed disease for which excess weight is a complicating factor, and weight loss clinic attendance is prescribed by a licensed physician.

The $300 amount will not apply to the State Health Plan deductibles.

(11) Medically necessary orthopedic inserts prescribed by a licensed physician are a covered benefit under the State Health Plan. This benefit is included under the Durable Medical Equipment benefit in Appendix E.

(12) Employees shall continue to be eligible, on a one-time only basis, for reimbursement of the cost of transdermal patches less two dollars ($2.00) employee co-pay and accompanying smoking cessation counseling not otherwise available as a covered benefit. Such reimbursement shall be made by the Departmental Employer.

(13) The Cafeteria Benefits Plan outlined in the attached Letter of Understanding will be continued.

(14) Benefits for in-patient and out-patient mental health care and substance abuse services shall be as outlined in Appendix E.

The current substance abuse treatment benefit includes the following substance abuse intensive day treatment component:

Intensive day treatment benefits are payable in lieu of the 28-day maximum residential facility treatment.

Two full days of intensive day treatment are equal to one full day of residential treatment (one full day of treatment is defined as more than four hours).

The maximum charge payable for one full day of treatment is $125.00.

The maximum charge payable for four hours or less of treatment is $70.00.

(15) The current Prescription Drug Plan shall be maintained except as amended herein. At retail there shall be an employee co-pay of $10.00 for generic drugs and $20.00 for brand name drugs. Participants filling prescriptions for maintenance drugs at the retail level will be

provided with information on the Mail Order Program. All maintenance drugs filled at a participating retail pharmacy will only be approved up to a 34 day supply. Zyban and Nicotrol nasal spray for smoking cessation shall be included under the prescription drug plan.

Effective the first full pay period in October 2012, the employee co-pay for prescription drugs at retail shall be $10 for generic drugs, $20 for preferred brand name drugs and $40 for non-preferred brand name drugs for each separate prescription order. Brand name drugs are deemed to be non-preferred because of the availability of a generic equivalent or a therapeutically or chemically equivalent brand name drug.

(16) The individual deductible for in-network services shall be $300 per calendar year and the family deductible shall be $600 per calendar year. The individual deductible for out-of-network services shall be $600 per calendar year and the family deductible shall be $1,200 per calendar year. Deductibles do not apply toward out of pocket maximums.

(17) The reimbursement for in-network and out-of-network covered private duty nursing and acupuncture therapy shall be 90% after the deductible is met.

(**18)** The out-of-pocket annual maximum shall be $1,000 per person and $2,000 per family for in-network services. For out-of-network services, the out-of-pocket annual maximum shall be $2,000 per person and $4,000 per family.

(19) Dependent and Long Term Nursing Care.

The parties agree to work cooperatively to provide assistance in identifying and referring employees and dependents to appropriate custodial care facilities and to agencies for custodial care at home.

(20) Skilled Nursing Facility Coverage.

The Skilled Nursing Facility Coverage shall be 730 days per confinement.

(21) In-network office visits and office consultations will be subject to a $15.00 co-pay and will not be subject to the deductible. Out-of-network office visits and office consultations shall be covered at 90% after the deductible is met.

(22) In-and-out-of-network process. In areas of the State of Michigan where in-network access may be an issue, the following procedures will be followed:

Waivers will be available if Blue Cross/Blue Shield determines access to network providers is not within standard distance. The standards for the waiver are as follows:

Where there are not two (2) primary care physicians within 15 miles;

Where there are not two (2) specialists within 20 miles;

Where there is not one (1) hospital within 25 miles.

(23) The Disease Management Program currently known as Blue Health Connection shall be included under the State Health Plan as a covered benefit.

(24) Effective October 1, 2008, in-network chiropractic spinal manipulation will be subject to a $15 co-pay and will not be subject to the deductible. Out-of-network chiropractic spinal manipulation shall be covered at 90% after the deductible is met.

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

3. New Health Maintenance Organization (NHMO)

See Appendix E-1 for the new HMO (NHMO) health care coverage for eligible employees hired on or after April 1, 2010.

4. Health Maintenance Organization (HMO).

(1) As an alternative to the State Health Plan, enrollment in HMOs is offered to those employees residing in areas where qualified licensed HMOs are in operation.

(2) Effective October 1, 2008 the Employer shall pay 95% of the applicable HMO premium up to the amount paid for the same coverage code under the State Health Plan PPO. Effective the first full pay period in October 2012, the following will apply to eligible employees enrolled in an HMO. The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount which the State pays for the same coverage code under the SHP PPO, with enrolled employees paying the remainder.

(3) Fees and services for health screening to assist in early diagnosis of disease are included in the services provided under the basic health care benefits of HMOs.

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

rights of the SHP and shall take no action prejudicing the rights and interests of the SHP.

5. Group Dental Expense Plan.

a. Except as provided in the Letter of Understanding titled "Group Insurance Premiums for Less Than Full Time Employees", the Employer shall pay 95% of the applicable premium for employees enrolled in the Group Dental Expense Plan.

b. Benefits payable under the Dental Expense Plan, the yearly maximum, and the separate lifetime orthodontic maximum for covered persons are set forth in c., below.

c. Covered Dental Expenses: The Dental Expense Plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the Dental Expense Plan up to a maximum of $1500 for each covered person in each twelve (12) month exclusive of orthodontics for which there is a separate $1,500 lifetime maximum benefit.

The following services will be paid at the **100% benefit level:**

(1) Diagnostic Services:
Oral examinations and consultations twice in a fiscal year.

(2) Preventive Services:
Prophylaxis - teeth cleaning three times in a fiscal year, four times when medically necessary;
Topical application of fluoride for children up to age 19, twice in a fiscal year;
Space maintainers for children up to age 14.

Oral exfoliative cytology (brush biopsy) will be covered when warranted from a visual and tactile examination.

The following services will be paid at the **90% benefit level**:

(3) Radiographs:

Bite-wing x-rays once in a fiscal year, unless special need is shown;

Full mouth x-rays once in a five (5) year period, unless special need is shown.

(4) Restorative Services:

Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;

Gold inlay and outlay restorations.

(5) Oral Surgery:

Extractions, including those provided in conjunction with orthodontic services;

Cutting procedures;

Treatment of fractures and dislocations of the jaw.

(6) Endodontic Services:

Root canal therapy;

Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth;

Periapical services to treat the root of the tooth.

(7) Periodontic Services:

Periodontal surgery to remove diseased gum tissue surrounding the tooth;

Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth and periodontal

scaling to remove tartar from the root of the tooth;

Treatment of gingivitis and periodontitis-diseases of the gums and gum tissue.

(8) Bonding:

The dental plan covers cosmetic bonding for the eight front teeth of children between the ages of 8 - 19 years of age. Cosmetic bonding is a covered benefit when it is required because of severe tetracycline staining, severe fluorosis, hereditary opalescent dentin, or ameleogenesis imperfecta.

The following services will be paid at the **50% benefit level:**

(9) Prosthodontic Services:

Repair or rebasing of an existing full or partial denture;

Initial installation of fixed bridgework;

Initial installation of partial or full removable dentures (including adjustments for six (6) months following installation);

Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when 5 years or more have elapsed since the date of the initial installation).

(10) Sealants:

The Dental Plan includes coverage for sealants on permanent molars that are free of any restorations or decay. Sealant treatment is payable on a per tooth basis with

the Dental Plan paying 50% of the reasonable and customary amount of the sealant and the employee paying the remainder. Dependents up to age 14 are eligible for the sealant application. The benefit is payable for only one application per tooth within a three (3) year period.

Under the Dental at-point-of-service PPO the Dental Plan pays 70% of the reasonable and customary amount.

The following services shall be paid at the **60% benefit level:**

(11) Orthodontic Services:

Minor treatment for tooth guidance;

Minor treatment to control harmful habits;

Interceptive orthodontic treatment;

Comprehensive orthodontic treatment;

Treatment of an atypical or extended skeletal case;

Post-treatment stabilization;

Separate lifetime maximum of $1,500 per each enrollee;

Orthodontic services for dependents up to age 19; for enrolled employee and spouse, no maximum age. Orthodontic coverage shall be extended to each dependent up to age 25 if the dependent is a full-time student at an accredited institution.

d. Dental At-Point-of-Service PPO

Employees and dependents enrolled in the State Dental Plan may access the improved benefit levels specified below by utilizing dental care providers that are members of the Point-of-Service PPO.

Benefit	**Current Coverage**	**Enhanced Coverage**
Exams	100%	100%
Preventive	100%	100%
Radiographs	90%	100%
Fillings	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Simple Extractions	90%	100%
Complex Extractions	90%	100%
Prosthodontic Repairs	50%	100%
Other Oral Surgery	90%	90%
Adjunctive	90%	90%
Crowns	90%	90%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Sealants	50%	70%
Annual Maximum	$1,500	$1,500
Lifetime Orthodontics	$1,500	$1,500

6. Vision Care Insurance.

a. Except as provided in the Letter of Understanding titled "Group Insurance Premiums for Less Than Full Time Employees", the Employer shall pay 100% of the applicable premium for employees covered by this Agreement for the Group Vision Plan.

b. Benefits payable for participating providers under the Plan will be as follows:

(1) Examination: Payable once in any twelve (12) month period with an employee co-payment of $5.00.

(2) Lenses and Frames: Payable once in any twenty-four (24) month period with an employee co-payment of $7.50 for eyeglass lenses and frames and $7.50 for medically necessary contact lenses. Lenses and frames are payable once in any twelve (12) month period when there is a change in prescription. The maximum acquisition cost limit for frames is $25.00.

The standard lens size definition is 71 millimeters in diameter. If a larger lens is selected, the employee must pay for the additional expense attributable to lens size greater than 71 millimeters in diameter.

(3) Contact Lenses not Medically Necessary: The Plan will pay a maximum of $90.00 and the employee shall pay any additional charge of the provider for such lenses. The co-payment provision under (2) is not required.

Medically necessary means (a) the member's visual acuity cannot otherwise be corrected to 20/70 in the worse eye or (b) the member has one of the following visual conditions: kerataconus, irregular astigmatism, or irregular corneal curvature.

c. Vision Care Plan - Plan payments for non-participating providers:

(1) For Vision Testing Examinations: The Plan will pay 75% of the reasonable and customary charge after it has been reduced by the member's co-payment of $5.00.

(2) For Eyeglass Lenses: The Plan will pay the provider's charges or the amount set forth below, whichever is less.

(3) Regular Lenses:

Single Vision $13.00/Pair
Bifocal $20.00/Pair
Trifocal $24.00/Pair

(4) Contact Lenses:

Medically necessary as defined in Section 3.b.3
Above.....$96.00/Pair
Not medically necessary...$40.00/Pair

(5) Special Lenses: For covered special lenses (e.g., aphatic, lenticular and aspheric) the Plan will pay 50% of the provider's charge for the lenses or 75% of the average covered vision expense benefits paid to participating providers for comparable lenses, whichever is less.

(6) Additional Charges for Plastic Lenses:

Lenses $3.00/Pair
Plus benefit provided above for covered lenses.

(7) Additional Charges for Tints Equal to Rose Tints:

.....$3.00/Pair

(8) Additional Charges for Prism Lenses:

.....$2.00/Pair

When only one lens is required, the Plan will pay one-half (1/2) of the applicable amount per pair shown above.

(9) For Eyeglass Frames: The Plan will pay the provider's charges or $14.00 , whichever is less.

d. Employees who are required to operate VDT/CRT equipment on a full-time basis shall be eligible for reimbursement for a Vision Testing Examination at rates provided herein on an annual basis regardless of when they were last examined.

e. VDT/CRT operators and employees who operate microfiche readers who, while operating a VDT/CRT or microfiche reader require prescription corrective lenses which are different than those normally used, are eligible for reimbursement for lenses and frames on an annual basis at the rates provided herein. Such reimbursement shall be made by the Departmental Employer. These lenses and frames are in addition to those provided under the Vision Care Insurance. The co-pay requirements for the vision exam and lenses and frames under this paragraph shall also be paid by the Departmental Employer.

7. Long Term Disability Insurance.

a. The Employer shall maintain the long term disability insurance coverage in effect on October 1, 1986.

b. The cost of premiums of such plan shall be shared by the Employer and the employee in accordance with current practice.

c. The parties agree to review the administration of the Long Term Disability Insurance Program. The parties shall meet within thirty (30) days of Civil Service Commission ratification of this Agreement to conduct this review.

d. The Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums for a maximum of six (6) months while such employee is receiving the LTD insurance benefit. The Employer shall pay 100% of the rider premium. An employee whose LTD Rider has expired, may transfer immediately to a State employee spouse's health plan.

e. Part-time and permanent-intermittent (PI) employees who work 40% or more of full-time will be eligible for LTD benefits. Premiums for eligible less than full-time employees shall be determined in accordance with the current LTD premium schedule for full-time employees. The benefit level for employees who actually utilize the LTD benefit shall be based on the employee's average bi-weekly hours worked the preceding fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the employee's current hourly rate (the hourly rate in effect at the time the employee actually goes on disability leave). Eligibility for coverage shall be the first October 1 following completion of twelve (12) months of employment or at subsequent open enrollment periods which may be established from time to time.

f. Part-time and permanent-intermittent employees who do not work 40% of full-time due to being on an approved medical leave of absence or an approved maternity/paternity leave shall have the number of hours they would otherwise have worked counted for purposes of eligibility for enrollment in the LTD program during the following fiscal year.

g. The current monthly benefit level maximum is $5000 for disabilities beginning after September 30, 2002.

h. LTD benefits will not be offset by Social Security Disability benefits payable with respect to non-custodial dependent children of divorced employees.

i. The LTD benefit payment is made on a bi-weekly schedule for the first six (6) months of disability for disabilities beginning after September 30, 1991.

8. Life Insurance.

a. The Employer shall provide a State-sponsored group life insurance plan which has a death benefit equal to 2.0 times annual salary rounded up to the nearest $1,000, with a minimum $10,000 benefit. The Employer shall pay 100% of the premium for this benefit. Less than full-time employees who are eligible for enrollment in the Plan in accordance with Appendix ~~E~~ D of the Master Agreement shall have their benefit level determined as if they were working full-time in a full-time position.

b. The age ceiling of 23 years for dependent coverage available under the optional life insurance plan shall not apply to handicapped dependents. Such additional coverage shall be provided at the current premium cost to the employee. A dependent is considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical handicap, and depends chiefly on the employee for support and maintenance.

c. Dependent Coverage:

(1) Employee pays 100% of premium for optional dependent coverage.

(2) Employee may choose between five (5) levels of dependent coverage:

(a) Level One insures spouse for $1,500 and children from age 15 days to 23 years for $1,000.

(b) Level Two insures spouse for $5,000 and children from age 15 days to 23 years for $2,500.

(c) Level Three insures spouse for $10,000 and children from age 15 days to 23 years for $5,000.

(d) Level Four insures spouse for $25,000 and children from age 15 days to 23 years for $10,000.

(e) Level Five insures children only from age 15 days to 23 years for $10,000.

9. Accidental Death Insurance.

The State shall provide a State-sponsored Accidental Death Insurance Plan which has a benefit of $100,000 in case of an employee's accidental death in line of duty.

10. Continuation of Group Insurances.

a. Upon Layoff.

(1) Employees who are laid off, at the time of layoff, may elect to continue enrollment in the State Health Plan (or alternative plan) and life insurance plan by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of three (3) years, whichever occurs first. Such employees may also elect to continue enrollment in the Group Dental (or alternative plan) and/or Group Vision Plans by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of eighteen (18) months, whichever occurs first. In accordance with Paragraph (2) of this Section, the Employer shall pay the Employer's share of such premiums for two (2) pay periods for employees selecting these options.

(2) Employees laid off as a result of a reduction in force may elect to pre-pay their share of premiums, if any, for the State Health Plan (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance for two (2) additional pay periods after layoff by having such premiums deducted from their last pay check. The Employer shall pay the

Employer's share of premiums for the State Health Plan (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance for two (2) pay periods for employees selecting this option. Coverage for the State Health Plan (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance shall thereafter continue for these two (2) pay periods. Election of this option shall not affect the laid off employee's eligibility for continued coverage as outlined in Paragraph (i) of this Section.

b. Upon Leave.

Employees who are granted a leave of absence may elect to continue enrollment in the State Health Plan (or alternative plan) at the time the leave begins. Except as may be otherwise provided in the Federal Family and Medical Leave Act, for continuation of health plan benefits, such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. Such employees may also elect, at the time the leave begins, to continue enrollment in the life insurance plan for up to twelve (12) months by paying the full amount (100%) of the premium. Such employees may likewise elect to continue enrollment in the Group Dental Plan (or alternative plan) and/or Group Vision Plan for up to eighteen (18) months by paying the full amount (100%) of the premium.

c. Continuation of Life Insurance Coverage in the Event of Total Disability.

Upon presentation of satisfactory evidence of Total Disability to Civil Service, which is defined as receiving benefits from one of the following:

(1) The State's Long Term Disability Plan, (2) Social Security Disability coverage, (3) Workers' Compensation insurance, or (4) the

State's Duty or Nonduty Disability Retirement Plan, the employee shall receive life insurance coverage fully paid by the Employer for as long as the employee is totally disabled. All premium payments made by the employee prior to establishing Total Disability shall be reimbursed to the employee. The benefit level is the amount in force on the day the employee becomes totally disabled; however, if the employee is totally disabled on his/her 65th birthday, the employee shall be considered retired and the life insurance coverage shall be the same as if the employee had retired.

11. Group Insurance Enrollment Upon Limited Term Recall.

All employees covered by this Agreement who accept limited term recall into positions in these Bargaining Units are eligible for enrollment in all group insurance plans in which they were enrolled at the time of layoff. Coverages in such plans shall be the same as the coverage at the time of layoff. Eligibility for other benefits shall be in accordance with Appendix ~~E~~ D of the Master Agreement. Such employees shall not be considered as temporary (less than 720 hours) employees.

12. Health Plan coverage for enrolled dependents will cease the 30th day after a Bargaining Unit member's death unless the covered Bargaining Unit member is eligible for an immediate pension benefit from the State Employees' Retirement System, or unless the dependents elect continued plan coverage in accordance with provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

13. Employees who present evidence of completion of a smoking cessation program will be reimbursed up to a maximum of $50.00 provided the cost of the program is not a covered

benefit under any other insurance program. This is a one-time only reimbursement and any additional costs will be paid by the employee.

Section D. Shift Premium Payment

1. Employees in Bargaining Unit classes at the levels indicated below are eligible for shift premium of 5% above straight-time rates, rounded to the nearest cent:

Service	Skill Levels*
Position Comparison System	1 - 12
Domestic Workers	I - VII
Labor and Trades	I - VII
Public Safety, Security & Regulatory	I - VI
Law Enforcement	I - IV
Legal	1 (only)
Physicians and Psychiatrists	1(only for Psychiatrists)
Clerical Support	I - IX
Engineering and Scientific	I - VII
Human Services:	
- Parole/Probation	V - VII
- Consultants/Psychologists	V - VI
- Education Consultants	V – (only)
- Dentists	None
All Other Classes:	
Non-Degree	I - VIII
Bachelor's Degree	I - VIII
Master's Degree	I - VII
Business/Administrative	I - VII

* It is the intent of the parties that the renumbering of classification levels as a result of the classification redesign project shall not affect eligibility for shift premium payment.

2. Shift premium shall be paid to eligible employees for each shift where fifty percent (50%) or more of their regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 a.m.

3. Shift premium shall be paid to all eligible employees for overtime hours worked on regularly scheduled afternoon and night shifts.

4. Shift premium shall not be paid for holidays or leave time used.

5. The value of shift premium shall not be included in determining the value of fringe benefits which are based on pay rate; all fringe benefits will be based on the straight time pay rates.

6. Work requiring reassignment of employees from day shifts to afternoon or night shifts shall be paid shift premium as in the case of regularly assigned afternoon and night shifts.

7. Eligibility of an employee taking the place of an absent worker will be determined on the eligibility of the worker being replaced.

Section E. Hazard Pay Premium.

1. ***Eligibility.***

a. An employee is eligible for hazard pay premium (P-Rate) if he/she meets any of the following:

i. Is responsible on a regular and recurring basis for the custody or supervision of residents under the jurisdiction of the Department of Corrections, Correctional Facilities Administration;

ii. Is assigned to a position within the security perimeter of an institution within the Department of Corrections, Correctional Facilities Administration;

iii. Is assigned to a work station within a Department of Corrections, Correctional Facilities Administration institution which involves regular and recurring contact (25% or more of work time) with Department of Corrections residents. Any disputes arising under this

paragraph shall be resolved by the International Union and the Office of the State Employer;

iv. Works in a "covered position" within the meaning of P.A. 302 of 1977, as may be amended;

v. Is assigned to replace an employee receiving hazard pay within a security perimeter for the period of such replacement, provided he/she replaces the employee for a minimum of a seven hour work day, and any consecutive scheduled work.

vi. Is assigned on a regular and recurring basis (25% or more of work time) for the care or supervision of residents of the Center for Forensic Psychiatry.

b. Positions in departments other than Department of Corrections must supervise residents assigned from Department of Corrections, Correctional Facilities Administration, except as provided in Subsection a, vi.

c. Incidental contact such as passing by a resident porter does not qualify a position for hazard pay.

2. *Premium Pay Rate*.

a. High Security Premium

Employees with at least two (2) years of continuous service who are eligible for hazard pay premium as set forth above who are assigned to close, maximum and administrative segregation work units within the security perimeter of a Department of Corrections institution which is designated by the Michigan Corrections Commission as having: a close, maximum or administrative segregation overall rating, or a close or medium overall rating which would contain administrative segregation units are entitled to receive $.50 per hour above their regular rates. (*See Letter of Understanding)

b. Non-High Security Premium

All other employees eligible for hazard pay premium as set forth above are entitled to receive $.40 per hour above their regular rates.

c. Employees eligible for hazard pay premium shall be compensated for all hours in pay status including holidays and leave time used. Hazard pay shall be included in computing overtime.

Section F. Personal Leave Days.

Permanent full-time employees who have satisfactorily completed 1,040 hours of state classified service shall receive two (2) personal leave days (16 hours) to be used in accordance with normal requirements for annual leave usage. Such leave shall be granted to less than full-time permanent employees who have satisfactorily completed 1,040 hours of state classified service who work at least 40% of full-time in the preceding twelve (12) month period. All other less than full-time, non-probationary permanent employees who have satisfactorily completed 1,040 hours of state classified service shall be granted such leave on a pro-rata basis in accordance with current practice regarding holidays. Such leave grant shall be extended to employees returning from leave of absence on their return. Such leave time shall be granted to persons entering the Bargaining Units (for example, recall from layoff) on a pro-rata basis. However, no employee shall be entitled to more than one grant of personal leave in each fiscal year. Personal leave will be credited to the employee's annual leave balances on each October 1.

Section G. Longevity.

The Longevity Plan which became effective for employees in these Bargaining Units on October 1, 1999, shall continue in accordance with the provisions upon which it was negotiated. Effective October 1, 1991, the Longevity Schedule in Appendix G shall be applicable to these Bargaining Units.

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 1 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.

2. Initial payments - employees qualify for their initial payment by completing an aggregate of 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.

A. Lost time is not creditable continuous service nor does it count in qualifying for an initial or an annual payment.

B. Employees do not earn state service credit in excess of 80 hours in a bi-weekly pay period. Paid overtime does not offset lost time, except where both occur in the same pay period.

6. Payment to employees on leave of absence without pay and layoff on October 1.

A. An employee on other than a waived rights leave of absence, who was in pay status less than 2,080 hours during the longevity year, will receive a pro-rata annual payment based on the number of hours in pay status during the longevity year; such payment shall be made on the pay date following the first full pay period in October.

B. An employee on a waived rights leave of absence will receive a pro-rata longevity payment upon returning from leave.

7. Payment at retirement or death. An employee with 10,400 hours of currently continuous service, who separates by reason of retirement or death shall qualify and receive both

a terminal and a supplemental payment as follows;

A. A terminal payment, which shall be either:

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

B. A supplemental payment is for all time previously not counted in determining the amount of prior longevity payments, if any.

Section H. Holidays.

1. The following are designated holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Thanksgiving Friday
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Election Day (general election day in even numbered years)

2. Eligibility and compensation for holidays shall continue in accordance with current practice (see Appendix D of Primary Agreement).

Section I. Severance Pay.

In recognition of the fact that the deinstitutionalization of the Department of Community Health resident population has resulted, and will continue to result, in the layoff of a large number of State employees, and in recognition of the fact that such layoffs are likely to result in the permanent termination of the employment relationship, the parties hereby agree to the establishment of severance pay for certain employees.

In recognition that a reduction of over sixty percent (60%) of the work force in the Unemployment Agency has occurred through layoff and that over forty percent (40%) of the Unemployment Agency work locations statewide have been closed, the parties agree to extend severance pay provisions to employees in the Unemployment Agency who are laid off on or after October 1, 1987. (See Letter of Understanding)

1. Definitions.

a. Layoff - For purposes of this Section, layoff is defined as the termination of active State employment solely as a direct result of a reduction in force. Other separations from active State employment such as leaves of absence, resignation, suspension or dismissal shall not be considered a layoff under the terms of this Section.

b. Week's Pay - Week's Pay is defined as an employee's gross pay for forty (40) hours of work at straight time excluding such things as shift differential and "P" rate at the time of layoff.

c. Year of Service - Year of Service is defined as 2080 hours recorded in the Continuous Service Hours counter (see Severance Pay Schedule).

2. Eligibility.

The provisions of this Section shall apply to employees with more than one year of service who have been laid off from the Unemployment Agency and to Department of Community Health Agency-based employees with more than one (1) year of service who have been laid off because of a reduction in the resident population in State institutions. Further, the following employees shall not be eligible to receive severance pay:

a. Employees who are in less than satisfactory employment status.

b. Employees with a temporary or limited term appointment having a definite termination date.

3. Time and Method of Payment.

After an employee has been laid off for six (6) months in accordance with the provisions of this Section, he/she shall be notified by the Agency in writing that he/she has the option of remaining on the recall list(s) or of accepting a lump sum severance payment and thereby forfeiting all recall rights. The employee must notify the Agency in writing of his/her decision either to accept the severance payment or to retain recall rights. An employee who does not notify the Agency in writing of his/her decision shall be deemed to have elected to retain recall rights.

If the employee chooses to remain on recall and rejects the payment, the employee has the option at any time within the next six (6) months of accepting the lump sum severance payment and thereby forfeiting all recall rights. An employee who reaches such decision during the second six (6) month period shall notify the Agency in writing of his/her decision.

An employee who has been laid off for twelve (12) months shall be notified by the Agency in writing that he/she must choose either to accept the lump sum severance payment or to reject such payment. By rejecting such payment, the employee shall retain recall rights in conformance with the provisions of this Agreement and shall have no further opportunity to receive severance payment. The employee must notify the Agency in writing of his/her decision within fourteen (14) calendar days of receipt of the Agency's notification. An employee who does not notify the Agency in writing of his/her decision to accept the severance payment shall be deemed to have permanently rejected such payment and to have retained recall rights in accordance with Article 12. If an employee elects to accept the lump sum payment, the employee's name shall be removed from all recall lists and such payment shall be made by the Agency within sixty (60) calendar days of receipt of the employee's decision.

4. Disqualification.

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

a. If the employee is deceased.

b. If the employee is hired for any position by an Employer.

1) If such employment requires a probationary period, upon successful completion of such period.

2) If no probationary period is required, upon date of hire.

3) If a probationary period is required and the employee does not successfully complete such required probationary period and is therefore separated, such time of employment

shall be bridged for purposes of the time limits in Subsection 3 above.

c. An employee who refuses recall to or new State employment hiring within a seventy-five (75) miles radius of the Agency from which he/she was laid off.

d. An employee permanently recalled to another job in State government.

5. Effect of Recall.

a. An employee temporarily recalled for sixty (60) calendar days or less shall have such time bridged for purposes of counting the time in accordance with Subsection 3 above.

b. An employee permanently (more than sixty [60] calendar days) recalled to a position in this Bargaining Unit and subsequently laid off shall have the same rights as if he/she were laid off for the first time. The time limits listed in Subsection 3 above shall be applied from the date of the most recent layoff.

6. Effect of Hiring.

If an employee has accepted severance payment and is hired in the State Classified Service or into a State-funded position caring for residents within two (2) years of acceptance of severance payment, such employee shall repay to the State the full net (gross less employee's FICA and income taxes) amount of the severance payment received. Such repayment shall not be required until after the employee has successfully completed a required probationary period. Once such employee has successfully completed the required probationary period, that employee shall have a one (1) year period to make the repayment to the Agency from which the severance payment was received. The details of the method and time schedule for such repayment shall be discussed between the employee and the Agency and reduced to writing

and signed by the employee and the Appointing Authority or designee of the Agency. In cases of unusual hardship and by mutual consent the one (1) year period may be extended.

7. Payment.

An employee who elects in writing to receive severance pay shall receive an explanation of the terms of such severance pay. The Office of the State Employer shall develop a form which explains to such employee all the conditions attendant to acceptance of severance pay.

The employee and Appointing Authority or designee shall sign this form and the signatures shall be witnessed. No employee is entitled to receive severance pay until and unless he/she has signed the above mentioned form. The employee shall receive a carbon copy of the signed form.

The Employer shall deduct from the amount of any severance payment any amount required to be withheld by reason of law or regulation for payment of taxes to any federal, state, county or municipal government. Eligible employees as indicated in Subsections 1-6 above shall receive severance payment according to the following schedule:

a. Employees who have from one (1) through five (5) years of service: One week's pay for every full completed year of service, years 1-5;

b. Employees who have more than six (6) full years of service: Two week's pay for every full completed year of service, years 6-10;

c. Employees who have more than eleven (11) full years of service: Three week's

pay for every full completed year of service from year 11 on. For amounts, see attached schedule.

Employees who work less than full-time (80 hours per pay period) shall be eligible in accordance with Subsections 1-6 above, to receive a proportional severance payment in accordance with the following formula:

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

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

8. Effect on Retirement.

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

9. Effective Date.

a. The provisions of this Section shall apply to employees in the Human Services Unit in the Department of Community Health laid off on or after October 1, 1983.

b. The provisions of this Section shall apply to employees in the Administrative Support Unit in the Department of Community Health laid off on or after October 1, 1982.

c. The provisions of this Section shall apply to employees in the Unemployment Agency laid off on or after October 1, 1987.

The Employer agrees that employees covered by this agreement shall be eligible for severance payments in accordance with this Section during the life of this Agreement, up to the maximum total of $2.5 million. The provisions of this Subsection shall not apply to the Department of Community Health and the Unemployment Agency employees entitled to severance pay under this Section.

SEVERANCE PAY SCHEDULE

HOURS	YEARS	WEEK'S PAY
2088 – 4176	1	1
4177 – 6264	2	2
6265 – 8352	3	3
8353 - 10440	4	4
10441 - 12528	5	5
12529 - 14616	6	7
14617 - 16704	7	9
16705 - 18792	8	11
18793 - 20880	9	13
20881 - 22968	10	15
22969 - 25056	11	18
25057 - 27144	12	21
27145 - 29232	13	24
29233 - 31320	14	27
31321 - 33408	15	30
33409 - 35496	16	33
35497 - 37584	17	36
37585 - 39672	18	39
39673 - 41760	19	42
41761 - 43848	20	45
43849 - 45936	21	48
45937 - 48024	22	51
48025 - 50112	23	52
50113 - 52200	24	52
52201 - 54288	25	52

etc.

EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL-TIME EMPLOYEE

Average number of hours worked in previous calendar year: 1980

Full-Time employee hours: 2088

Proportion (or percentage) $\frac{1980}{2088} = 94.8\%$

.948 x $S.P. = $ Gross Amount to be paid

S.P. = Severance Payment from schedule

Section J. Deferred Compensation.

Employees who are laid off from State employment and who have been enrolled in the State's Deferred Compensation Program shall be provided with a written explanation of their options regarding their contributions made to the Plan. Such written explanation shall fully outline and be only limited by governing IRS Regulation 457 and the State's IRS approved Deferred Compensation Plan.

Section K. Reimbursement Rates.

Travel Rates. In accordance with the October 1, 1983, Standard Travel Regulations and the procedures outlined in the DTMB GUIDE POLICY 0420.01 except as amended below or as specifically provided otherwise in this Agreement. Employees shall be entitled to travel reimbursement for actual expenses up to the maximum for lodging and meals at the rates provided in this Section. Employees shall attach the receipt for any reimbursed lodging and/or meal to the request.

In-State Rates	**Maximum**
(1) Meals and Lodging	
a. Michigan Select Cities	
Lodging (Actual supported by receipts)	$65.00 (+ Tax)
Breakfast	$8.75
Lunch	$8.75
Dinner	$21.00
b. In-State All Other	
Lodging (Actual supported by receipts)	$65.00 (+ Tax)
Breakfast	$7.25
Lunch	$7.25
Dinner	$16.50
(2) Per Diem System	
Per Diem	$76.50
Lodging	$45.50
Breakfast	$7.25
Lunch	$7.25
Dinner	$16.50
(3) Group Meetings	
Lodging (Actual supported by receipts)	$65.00 (+ Tax)
Breakfast	$7.25
Lunch	$10.25
Dinner	$16.50

Out-Of-State Rates

(1) Meals and Lodging	**Select Cities**	**General**
Lodging (Actual supported by receipts)	Spartan Travel or pre-approved hotel listing	Contact
Breakfast	$8.75	$11.00
Lunch	$8.75	$11.00
Dinner	$20.50	$22.00

(2) Per Diem

Per Diem	$83.50
Lodging	$45.50
Breakfast	$8.75
Lunch	$8.75
Dinner	$20.50

(3) Meals on Trains

Breakfast	Applicable schedule
Lunch	for In-State or
Dinner	Out-of-State

(4) Sleeping Car Accommodations

Actual Cost

(5) Tips

Tips for each occupancy (not day) in a hotel, motor hotel, or motel where porter service is regularly provided. $4.50

Mileage Rates - Private Car

(1) Approved Private Car Use
Approved IRS rate

(2) Employee electing to drive private car in lieu of available State car.
Motor Transport
Mid-sized Car Rate

*Changes in this rate shall be effective on the date established by the IRS

In the event the Civil Service Commission changes reimbursement rates for non-exclusively represented employees, the parties agree to meet to review such changes and may, by mutual agreement of the parties, amend these rates.

*See Letter of Understanding

Parking Charges While on State Business

1) Reimbursement for parking charges is allowable, including metered parking, except that receipts are attached to the travel voucher if obtainable.

2) Daily parking permits for entry into State parks on official business are reimbursable. The purchase of annual State park permits is reimbursable, with approval of authorized Department officials.

3) Employees who are required to drive a privately owned car to a State car pool for the purpose of picking up a State car for official travel may be reimbursed for the parking of their private vehicles if free parking is not available. Such expense is reimbursable as a regular item of travel expense provided a State vehicle is requisitioned and used on the same day or days. This item is for parking costs that are caused by travel status: there will be no reimbursement for normal everyday parking costs that the employee pays when he/she is not in travel status.

Section L. A Qualified 401(K) Tax-Sheltered Plan.

A qualified 401(K) tax-sheltered plan shall be available to employees in these Bargaining Units.

Section M. Group Auto and Homeowners Plan.

Employees in these Bargaining Units shall, upon completion of a successful bidding process, be eligible for enrollment in a group auto and homeowners plan with the employee to pay the entire cost of any premiums.

Section N. Flexible Compensation Plan.

The Employer shall maintain the current flexible compensation plan for employees in these Bargaining Units.

Employees in the Human Services and Administrative Support Bargaining Units are eligible to participate in the State of Michigan Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Service Code.

Section O. Children's Protective Services/Foster Care Rate.

Employees in the Department of Human Services assigned exclusively to the Children's Protective Services (CPS) Program and who are classified as Social Services Specialists, Welfare Services Specialists, College Trainees or Professional Trainees shall receive $.46 per hour in addition to the regular rate while assigned to such program. Likewise, effective with the beginning of the first full pay period in October, 1994, Department of Human Services employees in those classes assigned exclusively to the Foster Care Program shall be eligible for the $.46 premium. Eligibility for such payment for employees who are not exclusively assigned to the CPS or Foster Care Program but who carry CPS and/or Foster Care cases shall be determined in secondary negotiations.

Employees who qualify for the CPS/Foster Care rate shall be compensated for

all hours in pay status including holidays and leave time used. The CPS/Foster Care rate shall be included in computing overtime premium.

Section P. Child and Elder Care.

The Joint Child Care Committee shall be expanded to the Joint Child and Elder Care Committee. The Committee shall review such issues as on-site child care programs, including parenting classes, tutorial programs, etc. The Committee shall continue to assess child care needs and programs to address these needs, including pilot on or near site child care. The Joint Committee will also explore an elder care information, referral and counseling service utilizing existing state resources. Child and elder care programs may be implemented by mutual agreement. The Employer shall be responsible for the cost of such programs unless agreed otherwise.

Section Q. Joint Employee Education, Training and Development Fund.

A Joint Employee Education, Training and Development Fund shall be established. The level of funding will be composed of two (2) equal parts. Each party's contribution will be at the level of 1 cent per hour for all hours in pay status. The funding will be made available effective the first day of each fiscal year based on all hours in pay status during the previous fiscal year. *See Letter of Understanding

Section R. Dependent and Long Term Nursing Care.

The parties agree to work cooperatively to provide assistance in identifying and referring employees and dependents to appropriate custodial care facilities and to agencies for custodial care at home.

Section S. Effective Dates.

This Article shall be effective October 1, 2012, unless otherwise specified. This Agreement satisfies the parties' obligation to bargain over Article 43, Compensation, for Fiscal Year 2012-2013 and 2013-2014.

ARTICLE 44
PRINTING OF THE AGREEMENT

The parties shall mutually proof this Agreement against the Tentative Agreement ratified by the parties prior to final printing and distribution. The Agreement shall be proofed and sent to the printer within 30 week days of approval by the Civil Service Commission. The Union shall be responsible for the printing of the Agreement and will provide, upon request, copies to the Employer. Such copies shall be provided at cost. The Union shall provide copies of this Agreement to employees; the Employer shall be responsible for providing copies of this Agreement to supervisors of such employees.

ARTICLE 45
UNION INFORMATION TO THE EMPLOYER

The Union agrees to furnish the following information in writing to the Employer:

1. A list of Designated Stewards and their respective jurisdictions.

2. A list of State Officers and Regional Directors.

3. The UAW Constitution.

4. Current Lansing and Detroit mailing addresses and phone numbers.

Any changes or additions to the above information shall be forwarded to the Employer by the Union, in writing, as soon as such changes are made.

ARTICLE 46
NO STRIKE - NO LOCKOUT

Section A. No Strike.

The Employer and the Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, neither the Union, either individually or through its members, nor any employees covered by this Agreement, will authorize, instigate, condone, or take part in any strike, work stoppage, slowdown or other concerted interruption of operations of services by employees, and employees will maintain the full and proper performance of duties in the event of a strike.

When the Employer notifies the Union by certified mail that any of the employees in these Representation Units are engaged in any such strike activity, the Union shall immediately inform such employees that strikes are in violation of this Agreement and contrary to the Civil Service Rules.

Section B. No Lockout.

The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, or condone, or take part in, any lockout.

ARTICLE 47
EFFECT OF CIVIL SERVICE COMMISSION RULES, REGULATIONS AND COMPENSATION PLAN

The parties recognize that this Agreement is subject to the Rules and Regulations of the Civil Service Commission and the Civil Service Compensation Plan. The parties therefore adopt and incorporate herein such Rules and Regulations (except Rules governing prohibited subjects of bargaining) and the Compensation Plan provided that the subject matter of such Rules, Regulations and Compensation Plan is not covered in this Agreement.

Except as otherwise provided in the Civil Service Rules and Regulations, if the subject matter of 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 current Commission Rule or Provision of the Compensation Plan regarding a proper subject of bargaining, the parties will regard Commission approval of this Agreement as an expression of policy by the Commission that the parties are to be governed by the provisions of this Agreement.

ARTICLE 48
SEVERABILITY

In the event that any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

ARTICLE 49
INTEGRITY OF THE BARGAINING UNIT

1. The Employer recognizes that the integrity of the Bargaining Units is of significant concern to the employees and the Union. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees. The Employer shall not assign Bargaining Unit work to employees outside of the Union Bargaining Units except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties as provided in the Civil Service class specifications or to the extent that such assignment is a matter of customary practice prior to January 1, 1988. In no event shall such assignments be made for the purpose of reducing or eroding the Bargaining Units.

2. The Employer may continue to utilize such programs as the type listed below, provided the primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities:

- Student Work Experience
- Patient/Employee Programs
- Seasonal Recreation Programs
- Volunteer Programs
- Prisoner/Employee Programs & etc.

To the extent that it is available, the Employer will provide the Union with information which permits the Union to monitor the implementation of such programs, if not already provided. The procedure for providing such information shall be determined in secondary negotiations. It is the intent that an allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for ongoing State employee activities, or causes layoffs or such programs are used to avoid the recall of

Bargaining Unit employees, shall be grievable under the provisions set forth in this Agreement.

3. Supervisory employees shall be permitted to perform Bargaining Unit work to the extent that such work is a part of their duties as provided in the Civil Service class specification or to the extent that such assignment is a matter of customary practice prior to January 1, 1988, in case of training (including demonstration of the proper method of completing the task assigned), temporary work relief, or in the case of emergency. In those cases where lead workers are performing some supervisory duties, the parties agree that such employees shall not be considered supervisory for purposes of this Section.

4. Notice of Sub-Contracting.

Whenever a Department's preliminary evaluation indicates contracting personal services may be in the best interests of the State and further evaluation is in order, the Union will be sent written notification. The Union may request a meeting with the Employer to discuss the issue.

Whenever the Employer intends to contract out, sub-contract services or renew or amend such contracted services, the Employer shall provide written notice to the Union, as early as possible, but at least twenty (20) calendar days prior to the Employer submitting a CS-138 form requesting Civil Service Commission approval to make disbursements for personal services. When a contract in excess of $250,000 is to be submitted to the Civil Service Commission, notice shall be provided to the Union at least forty (40) calendar days prior to submitting a CS-138 form requesting Civil Service Commission approval to make disbursements for personal services. The Employer will indicate on the CS-138 form the date that notice of the sub-contract was provided to the Union.

The notice shall include such matters as:

a. The nature of the work to be performed or the service to be provided.
b. The proposed duration and cost of such sub-contracting.
c. The rationale for such sub-contracting.

In case of preauthorized contractual services, letter c above need not be provided, however the Employer agrees to meet with the Union, upon request, should the Union have questions regarding the information provided.

The Employer shall, provide a written offer to meet and confer with the Union over the impact of the proposed decision upon the Bargaining Units. The Union may propose alternatives to sub-contracting. Such meeting shall occur within ten (10) calendar days, (fifteen (15) calendar days in the case of a contract in excess of $250,000) from the date of notice to the Union, unless the parties mutually agree to an alternate date. The Employer agrees to make reasonable efforts to avoid or minimize the impact of such sub-contracting on Bargaining Unit employees. Such discussions shall not serve to delay implementation of the Employer's decision.

Upon request of either party the Department and the Union shall meet to discuss what can be done to eliminate the need to contract for such personal services, including the possibility of using the Joint Training Fund for the purpose of supplying training to Bargaining Unit employees who may be displaced or trained for the new duties. Any recommendations resulting from the meeting will be reported to the Local, the International, and the Office of the State Employer.

The Employer shall also provide the Union in accordance with applicable law and Department of Technology, Management and Budget purchasing procedures, information necessary to monitor the implementation, including the request for proposal, actual bids, the executed contract and the costs of the contract or sub-contract. If the volume of the information requested under this section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.

ARTICLE 50
FAMILY CARE AND SCHOOL PARTICIPATION BENEFITS

Section A. Parental Leave.

Upon written request an employee who has completed 1040 hours of satisfactory service shall, after the birth of his/her child, or adoption of a child, be granted parental leave for up to six (6) months. Additionally, upon request and in accordance with FMLA, an employee may be granted FMLA leave for up to twelve (12) work weeks for the foster care placement of a child. An employee's entitlement to parental leave will expire and must conclude within twelve (12) months after the birth, adoption, or foster care placement of a child. Up to twelve (12) work weeks of unpaid parental leave may count towards an eligible employee's FMLA leave entitlement. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. The Employer may grant an extension of such leave upon the request of the employee, based on operational needs of the Employer. An employee may request to use accrued annual or personal leave to substitute for all or any of unpaid parental leave in accordance with Article 39, Section G. The Employer shall consider requests for annual leave immediately prior or subsequent to parental leaves in the same manner as requests for annual leave at other times.

Except where the employee's parental leave is designated as a qualifying purpose under FMLA, upon the employee's return from leave the Employer will reimburse the employee for the Employer's share of group insurance premiums for two (2) pay periods. Intermittent or reduced work schedules may only be taken with the

Employer's approval where the employee requests such work schedule under the FMLA and in accordance with Article 13.

Section B. Family Care Leave.

1. Eligibility.

After the completion of 1040 hours of satisfactory service an employee, upon depletion of accrued sick leave and upon written employee request, and in accordance with this Section, will be granted, once during his/her employment, an unpaid leave of absence including necessary extensions for a period not to exceed three (3) months to care for the employee's seriously ill or seriously injured spouse, child or parent who is dependent on the employee for care and support.

A leave for up to thirty (30) calendar days shall be granted upon request. Subsequent extensions, not to exceed sixty (60) calendar days may be granted at the discretion of the Employer.

The Employer shall consider the medical certification provided, its operational needs, the employee's length of service, performance record and leave of absence history in reviewing requests. Intermittent or reduced work schedules requested under the FMLA may be approved upon request and when medically necessary. An employee may request to use accrued annual or personal leave to substitute for all or any part of unpaid family care leave in accordance with Article 39, Section G.

2. Request Approval.

Any request for a leave of absence under this Section shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance of the proposed commencement of the

leave, except under emergency circumstances. The request shall specify the period of time being requested.

The request shall be accompanied by a physician's statement which sets forth the diagnosis and prognosis of the aforementioned family member and an explanation of the necessity for the employee to provide the care.

Requests shall be answered without undue delay and within fifteen (15) working days.

Section C. Return From Leave of Absence.

An employee's return from an approved leave of absence under Sections A and B of this Article shall be governed by Article 16, Section D.

Section D. School and Community Participation Leave.

1. Intent. The parties recognize the positive role parental and other adult involvement in school and community activities plays in promoting school and community success.

The parties intend by this Section to foster employee involvement in school sponsored activities and community programs in the State of Michigan or the employee’s state/province of residence.

2. Leave Credits. Permanent and limited term employees who have completed 1040 hours of satisfactory service shall annually receive eight (8) hours of paid school and community participation leave to be used in accordance with normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested.

Employees may use the leave to participate in any school sponsored activity including but not limited to, tutoring, field trips, classroom

programs, school committees, including preschool programs, assisting with athletic or music programs, theater, and school clubs and in accordance with any applicable collective bargaining agreements governing the program.

The leave may also be used for active participation in any structured secular community activity sponsored by a governmental agency, or a non-profit community organization or agency, and not for mere attendance at community events. Employees may use the leave to participate in community activities such as serving as a volunteer docent for the State of Michigan museum, coaching or umpiring in community sponsored youth athletic leagues, making deliveries for meals on wheels, serving as a volunteer with the American Red Cross, and work for Habitat for Humanity.

The use of the leave is intended for active participation in school and community programs and not for mere attendance at such activities or for personal athletic or recreational activities.

Employees shall be permitted to use annual leave and other leave credits to participate in such programs. Additionally, in accordance with this Agreement and to the extent that operational considerations permit, an employee may, with supervisory approval, adjust his/her work schedule to allow attendance or participation in school and community activities while working the regular number of work hours.

To request school and community participation leave, employees shall complete a form provided by the Employer.

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

ARTICLE 51
JOB SHARE

Current job share position vacancies shall be filled in accordance with current Departmental practice unless negotiated otherwise in secondary negotiations. In addition, the issue of the establishment of formalized job share provisions shall be a proper subject for secondary negotiations.

ARTICLE 52
DRUG AND ALCOHOL TESTING

Section 1. Definitions

As used in this article:

(a) **Alcohol test** means a chemical or breath test administered for the purpose of determining the presence or absence of alcohol in a person's body.

(b) **Drug** means a controlled substance or a controlled substance analogue listed in Schedule 1 or Schedule 2 of part 72 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, being sections 333.7201, et seq., of the Michigan Compiled Laws, as may be amended from time to time.

(c) **Drug test** means a chemical test administered for the purpose of determining the presence or absence of a drug or metabolites in a person's bodily fluids.

(d) **Random selection basis** means a mechanism for selecting test-designated employees for drug tests and alcohol tests that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give the Employer discretion to waive the selection of any employee selected under the mechanism.

(e) **Reasonable suspicion means** a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used drugs or alcohol in violation of a Departmental work rule or a Civil Service Rule or Regulation. By way of example only, reasonable

suspicion may be based upon any of the following:

(1) Observable phenomena, such as direct observation of drug or alcohol use or the physical symptoms or manifestations of being impaired by, or under the influence of, a drug or alcohol.

(2) A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a credible source.

(3) Evidence that an individual has tampered with a drug test or alcohol test during employment with the State of Michigan.

(4) Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs or alcohol while on duty, while on the Employer's premises, or while operating the Employer's vehicle, machinery, or equipment.

(f) **Rehabilitation program means** an established program to identify, assess, treat, and resolve employee drug or alcohol abuse.

(g) **Test-designated employee** means an employee who occupies a test-designated position.

(h) **Test-designated position** means any of the following:

(1) A safety-sensitive position in which the incumbent is required to possess a valid commercial driver's license or to operate a commercial motor vehicle, an emergency vehicle, or dangerous equipment or machinery.

(2) A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.

(3) A position in which the incumbent, on a regular basis, provides direct health care services to persons in the care or custody of the State or one of its political subdivisions.

(4) A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.

(5) A position in which the incumbent has unsupervised access to controlled substances.

(6) A position in which the incumbent is responsible for handling or using hazardous or explosive materials.

(7) Another position agreed to in secondary negotiations.

Section 2. Prohibited Activities.

An employee shall not do any of the following:

(a) Consume alcohol while on duty.

(b) Consume drugs while on duty, except pursuant to a lawful prescription issued to the employee.

(c) Report to duty or be on duty with a prohibited level of alcohol or drugs present in the employee's bodily fluids.

(d) Refuse to submit to a required drug test or alcohol test.

(e) Interfere with any testing procedure or tamper with any test sample.

Section 3. Testing Employees.

The Employer may require an employee, as a condition of continued employment, to submit to a drug test or an alcohol test, as provided in this Article.

(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.

(3) Limitations on random selection testing. The number of drug tests conducted in any one year on a random selection basis shall not exceed five percent (5%) of the number of all test-designated positions. The number of alcohol tests conducted in any one year on a random selection basis shall not exceed five percent (5%) of the number of all test-designated positions, except as required by mandatory Federal Regulations.

(4) Limitations on reasonable suspicion testing. Before an employee is subject to reasonable suspicion testing, a trained supervisor must document the basis for the reasonable suspicion. In addition, an employee shall not be subject to a reasonable suspicion test until the Employer-designated Drug and Alcohol Testing Coordinator (DATC), or the DATC's designee, has given express, individualized, approval to conduct the test.

Section 4. Drug and Alcohol Testing Protocols.

(a) Drug testing protocol. The Employer will adopt the current "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended, issued by the U.S. Department of Health and Human Services (the "HHS Drug Guidelines") as the protocol for drug testing under this Article.

(b) Alcohol testing protocol. The Employer will adopt the alcohol testing provisions of the current "Procedures for Transportation Workplace Drug

and Alcohol Testing Programs," as amended, issued by the U.S. Department of Transportation (the "DOT Alcohol Guidelines") as the protocol for alcohol testing under this Article.

(c) Changes in protocol. During the term of this Agreement, the parties may agree to amend the protocols without the further approval of the Civil Service Commission to include any final changes to the HHS Drug Guidelines or the DOT Alcohol Guidelines that are published in the Federal Register and become effective. If the parties agree to adopt any such final changes, the parties shall notify the State Personnel Director in writing of the changes and their effective date. Any other change in the protocols requires the approval of the Civil Service Commission.

Section 5. Prohibited Levels of Drugs and Alcohol.

(a) Prohibited Levels of Drugs. It is a violation of this Article for an employee to test positive for any drug under the HHS Drug Guidelines at the time the employee reports to duty or while on duty. A positive test result shall constitute just cause for the Employer to discipline the donor.

(b) Prohibited Levels of Alcohol. It is a violation of this Article for an employee to report to duty or to be on duty with a breath alcohol concentration equal to or greater than 0.02. A confirmatory test result equal to or greater than 0.02 shall constitute just cause for the Employer to discipline the employee.

Section 6. Penalties.

(a) The Employer may impose discipline, up to and including dismissal, for violation of this Article. All discipline for violation of any provision of this Article shall be subject to the provisions of Article 9 regarding discipline.

(b) An employee selected for a test-designated position shall not serve in the test-designated position until the employee has submitted to and passed a preappointment drug test. If the employee fails or refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample, the employee shall not be appointed, promoted, reassigned, recalled, transferred, or otherwise placed in the test-designated position. The Civil Service Commission shall also remove the employee from all employment lists for test-designated positions and shall disqualify the employee from any test-designated position for a period of three years. In addition, if the employee interferes with a test procedure or tampers with a test sample, the employee may also be disciplined by the Employer as provided in Subsection (a). An employee's qualification for appointment in the classified service is a prohibited subject of bargaining and any complaint regarding action by the Civil Service Commission shall be brought only in a Civil Service technical appeal proceeding.

Section 7. Self-reporting.

(a) **Reporting**. An employee who voluntarily discloses to the Employer a problem with controlled substances or alcohol shall not be disciplined for such disclosure if, and only if, the problem is disclosed before the occurrence of any of the following:

(1) For reasonable suspicion testing, before the occurrence of an event that gives rise to reasonable suspicion that the employee has violated this rule.

(2) For preappointment testing, follow-up testing, and random selection testing, before the employee is selected to submit to a drug test or alcohol test.

(3) For post-incident testing, before the occurrence of any accident that results in post-accident testing.

(b) **Employer action**. After receiving notice, the Employer shall permit the employee an immediate leave of absence to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug test or alcohol test. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work.

(c) **Limitation**. An employee may take advantage of the provisions of Article 7(a) no more often than two times while employed in the classified service. An employee making a report is not excused from any subsequent drug or alcohol test or from otherwise complying in full with this Article. An employee making a report remains subject to all drug and alcohol testing requirements after making a report and may be disciplined as the result of any subsequent drug or alcohol test, including a follow-up test.

Section 8. Union Representation.

If an employee is directed to submit to a reasonable suspicion drug or alcohol test, the employee may confer with an available UAW representative in person (if available on site) or by telephone. However, such contact shall not unreasonably delay the testing process.

Section 9. Identification of Test-designated Positions.

Each Appointing Authority shall first nominate classes of positions, subclasses of

positions, or individual positions to be test-designated. The State Employer shall review the nominations and shall designate as test-designated positions all the classes, subclasses, or individual positions that meet one or more of the requirements of Section 1(h) of this Article. The designation by the State Employer shall not be limited by or to the nominations or recommendations of the Appointing Authority. The Appointing Authority shall give written notice of designation to each test-designated employee and to the UAW at least fourteen (14) days before implementing the testing provisions of this Article.

The UAW may file a grievance contesting the designation of a particular position. However, an employee occupying a position designated as a test-designated position who is given notice of the designation shall be subject to testing as provided in this Article until a final and binding determination is made that the employee is not occupying a test-designated position.

Section 10. Coordination of Rule and Federal Regulations.

The provisions of this Article are also applicable to employees subject to mandatory Federal Regulations governing drug or alcohol testing. However, in any circumstance in which (1) it is not possible to comply with both this rule and the Federal Regulation or (2) compliance with this rule is an obstacle to the accomplishment and execution of any requirement of the Federal Regulation, the employee shall be subject only to the provision of the Federal Regulation.

ARTICLE 53
TERMINATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2012 and shall continue in full force and effect until midnight, December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have

set their hands:

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER

APPENDIX A
HUMAN SERVICES UNIT -- W-22

All employees in the following classifications in the Human Services Unit are eligible for overtime pay as follows:

Code:

1 .....Regular overtime payment.

2 .....Eligible for overtime payment not after 8 hours in a day, but after 40 hours in a workweek.

3 .....Ineligible for overtime payment.

4 .....Eligible for overtime payment after 80 hours in a pay period.

Classification	Code
Adult Foster Care Consultant P11	3
Assistance Payments Worker 8	1
Assistance Payments Worker 9	1
Assistance Payments Worker E10	1
Assistance Payments Worker 11	1
Audiology/Speech Consultant 10	3
*Audiology/Speech Consultant P11	3
Audiology/Speech Consultant 12	3
Audiologist P11	2
Blind Rehabilitation Instructor P11	1

Camp Consultant 9	1
Camp Consultant 10	1
Camp Consultant P11	3
Camp Consultant 12	3
Child Day Care Consultant P11	3
Child Welfare Consultant P11	3
Civil Rights Representative 9	1
Civil Rights Representative 10	1
Civil Rights Representative P11	2
*Civil Rights Representative 12	3
Civil Rights Specialist 12	3
*Civil Rights Specialist 13	3
Civil Rights Specialist 15	3
Clinical Nurse Specialist 10	1
Clinical Nurse Specialist P11	1
Clinical Nurse Specialist 12	1
Clinical Nurse Specialist 13	1
Clinical Social Worker 9	1
Clinical Social Worker 10	1
Clinical Social Worker P11	1
*Clinical Social Worker 12	3
Community Home Developer 9	2
Community Home Developer 10	2
Community Home Developer P11	2
Community Home Developer 12	2
Corrections Athletic Director 9	1
Corrections Athletic Director 10	1
Corrections Athletic Director P11	1
Corrections Athletic Director 12	1
Corrections Field Services Assistant 9	1
Corrections Field Services Assistant E10	1

Corrections Program Coordinator 9	1
Corrections Program Coordinator 10	1
Corrections Program Coordinator P11	1
Corrections Program Coordinator 12	1
Dentist P15	3
*Dentist 16	3
Developmental Disabilities Programmer 9	1
*Developmental Disabilities Programmer 10	1
*Developmental Disabilities Programmer P11	1
*Developmental Disabilities Programmer 12	1
Dietitian/Nutritionist 9	1
Dietitian/Nutritionist 10	1
*Dietitian/Nutritionist P11	1
*Dietitian/Nutritionist 12	1
Disability Examiner 9	1
*Disability Examiner 10	1
*Disability Examiner P11	1
*Disability Examiner 12	1
Education Consultant 12	3
*Education Consultant P13	3
*Education Consultant 14	3
Education Field Services Consultant 12	3
Education Field Services Consultant P13	3
*Education Field Services Consultant 14	3
Education Guidance Consultant 12	3
Education Guidance Consultant P13	3
Education Research Consultant 12	3
*Education Research Consultant P13	3
Education Research Consultant 14	3

Education Specialist 9	1
Education Specialist 10	1
Education Specialist P11	1
Education Specialist 12	1
Employee Services Counselor VII	3
Employment Counselor 9	1
Employment Counselor 10	1
Employment Counselor P11	1
Family Independence Specialist 9	2
Family Independence Specialist 10	2
Family Independence Specialist P11	2
Forensic Psychologist 9	2
Forensic Psychologist 11	3
Forensic Psychologist 12	3
Genetics Consultant 10	3
Genetics Consultant P11	3
Genetics Consultant 12	3
Health Care Surveyor 9	2
Health Care Surveyor 10	2
Health Care Surveyor P11	2
Higher Education Consultant 12	3
Higher Education Consultant P13	3
*Higher Education Consultant 14	3
Historian 9	2
Historian 10	3
Historian P11	3
*Historian 12	3

History Specialist 9	2
History Specialist 10	3
History Specialist P11	3
History Specialist 12	3
Institution Chaplain 9	1
Institution Chaplain 10	1
Institution Chaplain P11	1
Institution Chaplain 12	1
Job Start Worker 8	1
Job Start Worker 9	1
Job Start Worker E10	1
Librarian 9	1
Librarian 10	1
Librarian P11	1
*Librarian 12	3
Mental Health Social Worker 9	2
Mental Health Social Worker 10	2
Mental Health Social Worker P11	2
Mental Health Social Worker 12	2
Migrant Program Worker 8	1
Migrant Program Worker 9	1
Migrant Program Worker E10	1
Music Therapist 9	1
Music Therapist 10	1
Music Therapist P11	1
Nurse Consultant 10	3
Nurse Consultant P11	3
Nurse Consultant 12	3
*Nurse Consultant 13	3

Nutrition Consultant 10	3
Nutrition Consultant P11	3
*Nutrition Consultant 12	3
Nutrition Consultant 13	3
Occupational Therapist 9	1
Occupational Therapist 10	1
Occupational Therapist P11	1
*Occupational Therapist 12	1
Park Interpreter 9	1
Park Interpreter 10	1
Park Interpreter P11	1
Park Interpreter 12	3
Parole/Probation Officer 9	4
Parole/Probation Officer 10	4
Parole/Probation Officer P11	4
Parole/Probation Officer 12	4
Physical Therapist 9	1
Physical Therapist 10	1
Physical Therapist P11	1
*Physical Therapist 12	3
Physician 16	3
Physician P17	3
Physician 18	3
Physician Assistant 9	1
Physician Assistant 10	1
Physician Assistant P11	1
Physician Assistant 12	3
Physician Assistant 13	3
Prison Counselor 9	1
Prison Counselor 10	1
Prison Counselor P11	1
Professional Trainee 9	1

Psychiatric Resident 11	3
Psychiatrist Resident Intern I	3
Psychiatrist P17	3
Psychiatrist 18	3
Psychologist 9	1
Psychologist 10	3
*Psychologist P11	3
*Psychologist 12	3
Public Health Consultant 9	2
Public Health Consultant 10	3
Public Health Consultant P11	3
*Public Health Consultant 12	3
*Public Health Consultant 13	3
Recreational Therapist 9	1
Recreational Therapist 10	1
Recreational Therapist P11	1
Recreational Therapist 12	1
Registered Nurse P11	1
*Registered Nurse 12	1
*Registered Nurse 13	1
*Registered Nurse 14	1
Rehabilitation Counselor 9	2
Rehabilitation Counselor 10	3
Rehabilitation Counselor P11	3
Rehabilitation Counselor 12	3
*Rehabilitation Consultant P11	3
Rehabilitation Consultant 12	3
*Rehabilitation Consultant 13	3

Rehabilitation Services Coordinator 9	2
Rehabilitation Services Coordinator 10	3
Rehabilitation Services Coordinator P11	3
*Resources Program Analyst 9	1
*Resources Program Analyst 10	1
*Resources Program Analyst P11	1
*Resources Program Analyst 12	3
Rights Representative Trainee 9	1
Rights Representative 9	1
Rights Representative 10	1
Rights Representative P11	3
Rights Representative 12	3
*Rights Specialist 12	3
*Rights Specialist 13	3
*Rights Specialist 14	3
Rights Specialist 15	3
School District Consultant 12	3
School District Consultant P13	3
*School District Consultant 14	3
School Psychologist 9	1
School Psychologist 10	3
School Psychologist P11	3
School Teacher P11	3
Social Services Licensing Consultant VII	3
Social Services Specialist 9	2
Social Services Specialist 10	2
Social Services Specialist P11	2
Social Services Specialist 12	2

Social Work Specialist 9	2
Social Work Specialist 10	2
Social Work Specialist P11	2
Social Work Specialist 12	3
Social Work Specialist 13	3
Social Work Trainee IV	2
Special Education Consultant 12	3
Special Education Consultant P13	3
*Special Education Consultant 14	3
Special Education Substitute Teacher P11	3
Special Education Teacher P11	3
Speech - Language Pathologist 9	1
Speech - Language Pathologist 10	1
Speech - Language Pathologist P11	1
Speech - Language Pathologist 12	1
**State Transitional Professional	9
**State Worker 4	
Trades Instructor P11	3
*Trades Instructor 12	3
Vision Consultant 10	3
Vision Consultant P11	3
Vision Consultant 12	3
Vocational Education Consultant 12	3
*Vocational Education Consultant P13	3
Vocational Education Consultant 14	3
Vocational Rehabilitation Representative 12	3

Welfare Services Specialist 9	2
Welfare Services Specialist 10	2
Welfare Services Specialist P11	2
Welfare Services Specialist VII	3
Welfare Services Specialist 12	2
Corrections Chaplain 11	3
*Corrections Executive 11 FROZEN	3
Economic Oppt Executive 13	3
Human Resources Rep 10	1
Medical Social Work Consultant 12 FROZEN	3
Speech Therapist 10 FROZEN	1
Training School Counselor 11 FROZEN	3
*Welfare Services Administrator 12	3
*Welfare Services Administrator 13	3

*Some employees in these classes may be included and others excluded (and assigned on a different, excluded unit code) depending on specific duties of the position.

**Positions are assigned to the Unit and are eligible for overtime based upon their potential class series.

APPENDIX B

ADMINISTRATIVE SUPPORT UNIT -- W-41

All of the following classifications in the Administrative Support Unit are entitled to overtime pay (all Code 1).

Classification

*Accounting Assistant 5
*Accounting Assistant 6
*Accounting Assistant E7
*Accounting Assistant 8

*Accounting Technician 7
*Accounting Technician 8
*Accounting Technician E9
*Accounting Technician 10

Bookkeeper 5
Bookkeeper 6
*Bookkeeper E7
*Bookkeeper 8

*Calculations Assistant 5
*Calculations Assistant 6
*Calculations Assistant E7
*Calculations Assistant 8

*Communications Assistant 5
*Communications Assistant 6
*Communications Assistant E7
*Communications Assistant 8

Computer Operator 7
Computer Operator 8
*Computer Operator E9
*Computer Operator 10

*Data Coding Operator 5
*Data Coding Operator 6
*Data Coding Operator E7
Data Coding Operator 8

Data Processing Assistant 6
Data Processing Assistant E7
Data Processing Assistant 8

Department of State Aide 6
Department of State Aide 7
Department of State Aide E8

*Departmental Technician 7
*Departmental Technician 8
*Departmental Technician E9
*Departmental Technician 10

Emergency Dispatcher 7
Emergency Dispatcher E8
Emergency Dispatcher E9

Engineering Support Assistant E8 FROZEN
Engineering Support Assistant 9 FROZEN

*Executive Secretary E10

*General Office Assistant 5
*General Office Assistant 6
*General Office Assistant E7
*General Office Assistant 8

Hearings Reporter 10
*Hearings Reporter E11

Hearings Reporter Supervisor VI

*Information Technology Technician 7
*Information Technology Technician 8
*Information Technology Technician E9

*Information Technology Technician 10

Legal Secretary 7
*Legal Secretary E8
*Legal Secretary 9
*Legal Secretary 10

Library Assistant 8
Library Assistant 9
Library Assistant E10
Library Assistant 11

Medical Benefits Reviewer 5
Medical Benefits Reviewer 6
Medical Benefits Reviewer E7
Medical Benefits Reviewer 8

Medical Record Coder 8

Medical Records Examiner 8
*Medical Records Examiner 9
*Medical Records Examiner E10

Microcomputer Support Technician 7
Microcomputer Support Technician 8
Microcomputer Support Technician E9
Microcomputer Support Technician 10

*Personnel Management Assistant 7
*Personnel Management Assistant E8
*Personnel Management Assistant 9

Procurement Technician 7
Procurement Technician 8
Procurement Technician E9
Procurement Technician 10

Professional Trainee 9

*Secretary 7
*Secretary E8

*Secretary 9
*Secretary 10

Short Term Worker I

State Services Assistant E7
State Services Assistant 8

State Worker 4

Statistical Technician 8
Statistical Technician 9
Statistical Technician E10

Stenographer 5
Stenographer 6
*Stenographer E7
Stenographer 8

*Typist 5
*Typist 6
*Typist E7
*Typist 8

Word Processing Assistant 5
*Word Processing Assistant 6
*Word Processing Assistant E7
*Word Processing Assistant 8

Workers Comp Assistant E8

Account Executive 07 FROZEN

Computer Operator 08 FROZEN

Data Machines Operator 07

Data Processing Aide 07 FROZEN
Data Processing Aide 08

Departmental Executive 07 FROZEN
Departmental Executive 08

*Secretary 07

Statistical Tech 07

Stenographer Clerk 05 FROZEN

Video Data Term Operator 06 FROZEN

*Some employees in these classes may be included and others excluded (and assigned a different, excluded unit code) depending on specific duties of the position.

Appendix C
AUTHORIZATION FOR CHECK-OFF OF DUES

I hereby assign to UAW Local Union 6000 and the International Union, UAW (hereinafter Union), from any income earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan (or similar plan where applicable) as your employee (in my present or in any future employment by you), such sums as the financial officer of said Local Union 6000 may certify as due and owing from me as membership dues in the amount of .6 (six tenths) of one hour's pay per pay period. I authorize and direct you to deduct such amounts from my pay and to remit same to the Local Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the Collective Agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Agreement between the Employer and the Union whichever occurs sooner.

I hereby revoke any prior authorization for check-off of dues that I may have executed on behalf of any other labor organization.

Contributions or gifts to the UAW are not deductible as charitable contributions for Federal Income Tax purposes.

_____

(Signature of Employee)

_____

(Address of Employee)

_____

(Print Name of Employee)

_____

(City)

_____

(State) **(Zip)**

_____

(Date of Signature) **(Unit)**

_____

(Work Location) **(Department)**

Social Security No.

MISU □□□ □□ □□□□ **EWO**[1]

APPENDIX C

FORM A-63-65

1/89

TO LOCAL 6000

REPRESENTATION SERVICE FEE AUTHORIZATION FOR CHECK-OFF OF REPRESENTATION SERVICE FEE

I hereby assign to UAW Local Union 6000 and the International Union, UAW (hereinafter Union), from any income earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan (or similar plan where applicable) as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union 6000 may certify as due and owing from me as a representation service fee. I authorize and direct you to deduct such amounts from my pay and to remit same to the Local Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable from the date of delivery hereof to you, or until the termination of the Collective Bargaining Agreement between the Employer and the Union which is in force at the time of delivery of this authorization; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for the term of the current Collective Bargaining Agreement and for the period of each succeeding applicable Agreement between the Employer and the Union, unless written notice is given by me to the Employer and the Union, in accordance with the applicable terms of the Collective Bargaining Agreement between the Employer and the Union.

I hereby revoke any prior authorization for check-off dues or representation service fees that I may have executed on behalf of any other labor organization.

Contributions or gifts to the UAW are not deductible as charitable contributions for Federal Income Tax purposes.

_____

(Signature of Employee)

_____

(Address of Employee)

_____

(Print Name of Employee)

_____

(City)

_____

(State) **(Zip)**

_____

(Date of Signature) **(Unit)**

_____

(Work Location) **(Department)**

Social Security No.

MISU ☐☐☐ ☐☐ ☐☐☐☐ **EWO**[2]

APPENDIX D

EMPLOYEE BENEFITS ELIGIBILITY CHART
Appointment Duration

Definitions:
1. Permanent – Appointment is expected to last indefinitely
2. Limited Term – Appointment has a specific expiration date
3. Temporary (Non-career) – Appointment is expected to last less than 720 hours and has a specific expiration date

BENEFIT	PERMANENT/LIMITED TERM		TEMPORARY (NON-CAREER)
Initial Annual Leave	Credit 16 hours upon appointment to position		Not Eligible

NOTE:
1. Initial grant is available for immediate use.
2. Not more than 16 hours initial annual leave may be credited in any calendar year, however, unused credit may be restored upon separation and rehire within same calendar year.

Annual Leave	A. Less than 2,080 hours continuous service completed	Credit 4 hours annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours	Not Eligible
	B. 2,080 hours or more of continuous service, but less than 10,400 hours	Credit 4.7 hours annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours	Not Eligible
	C. 10,400 hours or more of continuous service	See Table, Article 39, Annual Leave	Not Eligible
Sick Leave	Credit 4 hours of sick leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours		Not Eligible

NOTE:
1. Credit and use permitted next pay period.
2. Payment for unused credits at 50% of regular rate, upon retirement or death only (except for employees hired on and after 10/1/80).
3. Unused credits restored to a separated permanent employee who returns within three years by permanent appointment, except if separation was by retirement.
4. An employee who returns by a temporary (non-career) appointment may not use credits previously earned.

Step Increase	Upon completion of required 1,040 or 2,080 hours of satisfactory service		Not Eligible

APPENDIX D

BENEFIT	PERMANENT/LIMITED TERM			TEMPORARY (NON-CAREER)	
Paid Holidays	FULL-TIME Full Holiday Pay	PART-TIME-% Pay in proportion to percentage assigned to position.	HOURLY P.I.* Pay in proportion to average hours in pay status for previous 6 pay periods, if applicable (See Article 34).	SEASONAL Full Holiday pay during season	Not Eligible
STATUS: Granted at end of bi-weekly work period in which 2,080 hours of satisfactory paid service completed. (Except for classes for which a longer probationary period prescribed by CSC action).					Not Eligible
Longevity 10,400 hours of currently continuous service completed by October 1.					Not Eligible
State-Sponsored Insurance*	FULL-TIME	PART-TIME %	HOURLY P.I.*	SEASONAL	
A. Health	Eligible	Eligible	Eligible	Eligible	Not Eligible
B. Life	Eligible	Eligible if working 40% or more of full-time	Eligible if working 40% or more of full-time	Eligible if working 40% or more of full-time	Not Eligible
C. Long-Term Disability	Eligible	Same as Life	Same as Life	Eligible if working full-time	Not Eligible
D. Dental	Eligible	Same as Life	Same as Life*	Same as LTD*	Not Eligible
E. Vision	Eligible	Same as Life	Same as Life	Same as Dental	Not Eligible
Accidental Duty Death	Eligible	Eligible	Eligible	Eligible	Eligible
Deferred Compensation	Eligible to enroll within 60 days following date of appointment				Eligible to enroll within 60 calendar days following date of appointment

***Exception**

When PIs and seasonal employees have not been on the payroll for two consecutive pay periods, eligibility for Dental benefit ceases after the third pay period. Seasonal employees must have at least eight months of employment per year to be eligible for Dental benefits.

APPENDIX E
STATE HEALTH PLAN – PPO BENEFIT CHART

	State Health Plan (PPO)	
	In-Network	Out-of-Network

Preventive Services – Limited to $1,500 per calendar year per person

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered-100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered-100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered 100%	Not covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered

PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT

Mammography

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 - $15 co-pay	Covered – 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100% after deductible	Covered – 90% after deductible, must be medically necessary
Office Consultations	Covered - $15 co-pay	Covered – 90% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room-approved diagnosis, prudent person rule	Covered 100%, after a $50 co-pay if not admitted, for emergency medical illness or accidental injury	Covered 100%, after a $50 co-pay if not admitted, for emergency medical illness or accidental injury
Ambulance Services – medically necessary for illness and injury	Covered-100% after deductible	Covered-100% after deductible

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100% after deductible	Covered – 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered – 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered – 90% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 100% after deductible	Covered – 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered – 100% after deductible	Covered – 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
	State Health Plan (PPO)	
	In-Network	**Out-of-Network**

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
	730 days per confinement	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
	Unlimited visits	

Surgical Services

Surgery–includes related surgical services	Covered – 100% after deductible	Covered – 90% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 90% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only – when coordinated through the TPA	Covered – 100% after deductible – in designated facilities only	Covered – 100% after deductible - in designated facilities only
	Up to $1 million maximum per transplant type	
Bone Marrow – when coordinated through the TPA – specific criteria applies	Covered – 100% after deductible	Covered – 90% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 90% after deductible

Mental Health Care and Substance Abuse – Covered under non-BCBSM contract

Inpatient Mental Health	100% to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit $3,500/year chemical dependency only	50% of network rates Limit $3,500/year chemical dependency only

Other Services

Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 90% after deductible
Rabies treatment after initial emergency room treatment	Covered – 100% after deductible	Covered – 90% after deductible
Chiropractic Spinal Manipulation	Covered – $15 co-pay	Covered – 90% after deductible
	Up to 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	$15 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after deductible (up to 20 visits annually)	Covered – 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of $300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of $300. (Additional wigs covered for children due to growth.)	

	State Health Plan (PPO)	
	In-Network	**Out-of-Network**
Deductible, Co-pays and Dollar Maximums		
Deductible	$300 per member; $600 per family	$600 per member; $1,200 per family
Co-pays - Fixed Dollar Co-pays – Do not apply toward deductible	$15 for office visits/consultations, **chiropractic**	
- Percent Co-pays – MH/SA co-pays do not apply toward deductible – Services without a network are covered at the in-network level	10% for MH/SA outpatient and private duty nursing	10% for most services; MH/SA at 50%
Annual Dollar Maximums - Fixed Dollar Co-pays – Do not apply toward out-of-pocket maximum	N/A	None
- Percent Co-pays – MH/SA and private duty nursing co-pays do not apply toward out-of-pocket maximum	$1,000 per member; $2,000 per family	$2,000 per member; $4,000 per family
Dollar Maximums	$5 million lifetime per member for all covered services and as noted above for individual services	

Appendix E-1

Appendix E-1 remains in effect for eligible employees hired on or after April 1, 2010 and covered by the New State Health Plan PPO or New HMO Plan.

Preventive Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100% after $20 office visit co-payment
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100% after $20 office visit co-payment
Pap smear screening – laboratory services only [1]	Covered 100% 1 per year	Not Covered	Covered 100% after $20 office visit co-payment
Well-baby and child care	Covered 100%	Not Covered	Covered 100% after $20 office visit co-payment
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100% after $20 office visit co-payment
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening [1]	Covered 100%	Not Covered	Covered 100% after $20 office visit co-payment
Flexible sigmoidoscopy [1]	Covered 100%	Not Covered	Covered 100% after $20 office visit co-payment
Prostate specific antigen screening [1]	Covered 100% one per year	Not Covered	Covered 100% after $20 office visit co-payment
Mammography, annual standard film mammography screening (covers digital mammography up to the standard film rate) [1]	Covered 100%	Covered 80% after deductible	Check with HMO
Colonoscopy [1]	Covered 100%	Covered 80% after deductible	Covered 100% after $20 office visit co-payment

[1] American Cancer Society guidelines apply

Physician Office Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits	Covered, $20 co-pay, deductible not applicable	Covered 80% after deductible	$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	$20 co-pay

Emergency Medical Care

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Hospital emergency room for medical emergency or accidental injury	$200 co-pay if not admitted		$200 co-pay if not admitted
Ambulance services – medically necessary	Covered 90% after deductible		Covered 100%

Diagnostic Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Maternity Services

Includes care by a certified nurse midwife (New State Health Plan PPO only)

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Prenatal and postnatal care	Covered 90% after deductible	Covered 80% after deductible	Office Visit $20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Hospital Care

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Alternatives to Hospital Care

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100%
Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State		Covered 100%
Home health care	Covered 90% after deductible, unlimited visits		Check with your HMO

Surgical Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO

Human Organ Transplants

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to $1 million lifetime maximum for each organ transplant		Covered 100% in designated facilities

Organ and Tissue Transplants

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% in designated facilities
Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% subject to medical criteria

Other Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Allergy testing and injections	Covered 90% after deductible	Covered 80% after deductible	Office visits: $20 co-pay Injections: Covered 100%
Acupuncture	Covered 80% after deductible if performed by or under the supervision of a M.D. or D.O.		Check with your HMO
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: $20 co-pay Injections: Covered 100%
Chiropractic/spinal manipulation	$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO

Other Services continued...

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Durable medical equipment -*Support Program*	Covered 100%	Covered 80% of approved amount	Covered
Prosthetic and orthotic appliances -*Support Program*	Covered 100%	Covered 80% of approved amount	Covered
Private duty nursing	Covered 80% after deductible		Covered
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of $300. (Additional wigs covered for children due to growth).		Check with your HMO
Hearing Care Exam	$20 co-pay for office visit	Covered 80% after deductible	Check with your HMO

Mental Health/Substance Abuse

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Mental Health Benefits -**Inpatient**	Covered 100% up to 365 days per year [2]	Covered 50% up to 365 days per year	Check with your HMO
Mental Health Benefits -**Outpatient**	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
Alcohol & Chemical Dependency Benefits -**Inpatient**	Covered 100% [3] Halfway House 100%	Covered 50% [4] Halfway House 50%	Check with your HMO
Alcohol & Chemical Dependency Benefits -**Outpatient**	$3,500 per calendar year 90% of network rates 10% co-pay [4]	$3,500 per calendar year 50% of network rates	Check with your HMO

[2] Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

[3] Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

[4] $3,500 per calendar year limitation pertains to services for chemical dependency only.

Prescription Drugs

Prescription medications for the New State Health Plan PPO are covered under the Participating Pharmacy ID Card Plan administered by BCBSM.
Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply.

Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit BCBSM website at http://www.bcbsm.com/som or contact BCBSM at (800) 843-4876. The Preferred/Non-preferred list of drugs is updated periodically as new drugs are added.

The chart below shows the NSHP and NHMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail $10 Mail Order $20	Retail $30 Mail Order $60	Retail $60 Mail Order $120

Outpatient Physical, Speech, and Occupational Therapy

Combined maximum of 90 visits per calendar year.

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Office visit: $20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Office visit: $20 co-pay

Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Deductible	$400 per member $800 per family	$800 per member $1,600 per family	None
Fixed dollar co-pays	$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. $200 for emergency room visits, if not admitted	Not applicable	$20 for office visits $200 for emergency room visits, if not admitted
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MH/SA at 50%	None
Annual out-of-pocket dollar maximums [5]	$1,500 per member $3,000 per family	$3,000 per member $6,000 per family	None

[5] The out-of-pocket limit does not apply to deductibles, fixed dollar co-payments, or private duty nursing co-payments.

Premium Sharing

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15%[6]	85%[6]

[6] The State will pay up to 85% of the applicable NHMO total premium, capped at the dollar amount which the State pays for the same coverage code under the NSHP-PPO.

APPENDIX F
MINIMUM HMO BENEFITS*

Description of Benefits	
Services in the Hospital	
Number of days of care	Unlimited
Semi-Private Room and Intensive Care	Covered
Miscellaneous Hospital Services	Covered
Surgery and all related surgical services	Covered
Anesthesia	Covered
Laboratory tests and x-rays	Covered
Medicines and drugs	Covered
Emergency Medical Care	
Physician Services	Covered
Hospital Emergency Room Services	$50.00 co-pay
- At participating hospitals	Covered
- Other hospitals in plan service area	Covered
- Other hospitals outside plan service area	Covered
Ambulance Service	Covered
Physician Services	
Routine Office Visits	$10.00 co-pay
Consulting Specialist Care When Necessary	Covered
Periodic Physical Examinations	Covered
Dermatology Services	Covered
Allergy Services	Covered
Maternity Service	
Prenatal and Postnatal Care	Covered
Delivery in Hospital	Covered
Well-Baby Care in Hospital	Covered
Home Delivery	Not Covered
Prescriptions	
Prescription Drugs	Covered with $5.00/$10.00 co-pay
Birth Control Pills	Covered with $5.00/$10.00 co-pay
Diagnostic and Therapeutic Procedures	
Laboratory Tests	Covered
Radiation Therapy	Covered
Diagnostic X-Rays	Covered

Description of Benefits

Preventive Services	
Immunizations	Covered
Voluntary Family Planning	Covered
Sterilization	Covered
IUDs and other devices	Covered
Infertility Counseling and Treatment	Covered
Genetic Counseling	Covered
Nutritional Education and Counseling	Covered
Health Education and Counseling	Covered
Mental Health Care	
Outpatient Visits	20 visits covered in full; $10/half session, $15/full session co-pay thereafter
Inpatient Psychiatric Hospital	45 days renewable after services
Alcoholism and Drug Abuse Services	
Inpatient Alcoholism and Drug Abuse Services	45 days covered renewable After 60 days
Detoxification	
Outpatient Alcoholism and Drug Abuse Services	35 visits
Alternate Medical Systems	
Nursing Services in the Home	Covered
Skilled Nursing Home Care	730 Days
Home Health Aide Care	Covered
Custodial Care	Not Covered
Hospice Care	Homesupport for terminally ill
Appliances and Prosthetic Devices	
When Medically Necessary	Covered
When Body's Growth or Development Necessitates Replacement	Covered
Normal Wear and Damage	Covered
Durable Medical Equipment	Covered
Vision	
Vision Screening	Covered
Eye Refractions	Not Covered
Corrective Lenses	Not Covered

Description of Benefits	
Hearing Services	
Hearing Screening	Covered
Hearing Examination	Covered
Hearing Aid Evaluation Test	Covered
Hearing Aid	Once every 36 months

No HMO may change benefits without mutual agreement of the Parties except as provided in Article 43.

* Subject to provisions of Article 43.C.1.a.4

Appendix G
LONGEVITY COMPENSATION PLAN
SCHEDULES OF PAYMENTS FOR

Years of Service	Equivalent Hours of Service	Human Services and Administrative Support and Annual Payments
5	10,400	
6	12,480	
7	14,560	$260
8	16,640	
9	18,720	
10	20,800	
11	22,880	$300
12	24,960	
13	27,040	
14	29,120	
15	31,200	$370
16	33,280	
17	35,360	
18	37,440	
19	39,520	$480
20	41,600	
21	43,680	
22	45,760	
23	47,840	$610
24	49,920	
25	52,000	
26	54,080	
27	56,160	$790
28	58,240	

29 & OVER	60,320	$1,040

Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket by October 1.

LETTER OF UNDERSTANDING
Article 4
Union Rights

During the course of negotiations, the parties discussed methods of providing to the Union information regarding retiree status changes (addresses, telephone numbers, etc.). As a result, the Employer agrees to match information from the Union with information on the State's database on a semi-annual basis. The State will provide to the Union at actual cost a report of any discrepancies.

FOR THE UNION	**FOR THE EMPLOYER**
David Burtch, Assistant Director, T.O.P. Department, International Union UAW	Sharon Rothwell Director
Patricia A. Hough, President, Local 6000-UAW	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 4

During the 2004 negotiations, the parties discussed the issue of Union dues deductions and information provided to the Union. The Employer reaffirms its obligation to transmit required information to the Union. The Employer also reaffirms its obligation to properly deduct Union dues and/or fees as determined by the Agreement. The following subjects will be addressed and implemented as soon as possible:

1. The step action tables will be revised to highlight the necessity of reviewing the Union deduction code for new employees or employees returning to the payroll.

2. The new employee packet shall include a checklist which will require that the Union authorization forms be provided and a box be checked in order to process the paperwork.

3. The Union shall be notified of all transactions within the pay period as provided in Section B of this Article.

4. The Employer will identify employees whose deduction code does not match their Union code. It is the objective to correct any errors found before the payroll is actually run so that only proper deductions are taken and remitted to the Union.

FOR THE UNION **FOR THE OFFICE OF THE STATE EMPLOYER**

LETTER OF UNDERSTANDING
Article 8, Section D
Computation of Back Wages

The parties agree that the intent of Article 8, D. is that employees be made whole for established contractual violations and not recover more than what they would have earned if no violation had occurred.

Therefore, in the event that any governmental agent, or Agency seeks restitution of any amounts paid in unemployment compensation, long term disability compensation, workers compensation, social security, or welfare, which amounts were deducted from a back pay award pursuant to this Subsection, the Employer shall reimburse the grievant the amounts made by the grievant in restitution.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 8
Grievance Procedure and Reinstatement of Grievances

During the current negotiations, the parties acknowledge the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe.

Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union Representative involved, the International Union may inform the Office of the State Employer in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the State will not be liable for any claims for damages, including back pay claims, arising out of the grievance that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages arising out of the grievance against the State in the grievance procedure, or in any court or before any Federal, State, or municipal agency.

Notwithstanding the foregoing, a decision of the Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the State and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by the Arbitrator or other grievance resolutions.

It is understood this letter and the parties obligations to reinstate grievances as provided therein can be terminated by either party upon thirty (30) days notice in writing to the other.

It is agreed that none of the above provisions will be applicable to any case settled prior to November 17, 1985.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 8
Statewide Steward Training

During negotiations in 1996 the parties discussed steward training and the role of Chief Stewards and Departmental Health and Safety Representatives in improving Labor/Management relations. Therefore the Employer shall release without loss of pay Chief Stewards and one Departmental Health and Safety Representative per Department to attend a statewide training session of five days once during the life of this Agreement. The Employer shall not be obligated to pay travel expenses or overtime.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
David Burtch Assistant Director T.O.P. Department International Union, UAW	Janine M. Winters Director
Lynda Taylor-Lewis President, Local 6000-UAW	Thomas N. Hall Chief Negotiator

LETTER OF INTENT
Article 8, Section F

During the negotiations in 2007, the parties discussed the information to be provided in order to secure release and pay under this Section. The parties acknowledge that the terms of settlement of ULP 2006-03928 provide that the form shall be completed as fully as possible. The parties agree to mutually develop a form to be used to request release and pay, including identifying any travel involved. Problems regarding completion of the form and other issues related to release shall first be discussed by the Local 6000 and Employer representative before being reported to the Office of the State Employer.

FOR THE UNION **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING
Article 11
Seniority

The seniority of Bargaining Unit members transferred prior to January 8, 1986, by Civil Service Commission action from other public or private jurisdictions to the classified State Civil Service as a result of legislation or Executive Order authorizing the accretion of a function and associated personnel, shall be the date specified in the Commission action for each assumption. However, if the transfer is pursuant to Act 89 of 1979, the outcome of the litigation in American Arbitration Association Case No. 54-39-1211-81 shall apply.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 12, Section A

Through the expiration of this agreement, December 31, 2013, the Employer agrees not to assert or exercise its rights, if any, related to reduction of hours of permanent full time employees under Article 12, Section A. This Letter of Understanding shall not be construed as an admission by the Union of any right of the Employer to reduce the hours of employment nor as an admission by the Employer of the absence of any such right.

FOR THE UNION

FOR THE OFFICE OF THE STATE EMPLOYER

LETTER OF UNDERSTANDING
Article 12 and Article 16

Within 90 calendar days of the effective date of this Agreement, the parties will seek a meeting with the Civil Service Commission to explore a process which would allow laid off employees the ability to be considered for appointment to Bargaining Unit classifications at their current level and below, based on an evaluation of their education and experience.

The process to be considered would expand the opportunity for consideration beyond an employee's primary and secondary classifications as defined in the Agreement. A request for evaluation shall be initiated by the employee. Employees laid off under the provisions of Article 12 and Article 16, Medical Layoff, of the Agreement will be eligible for such consideration. The ability to be considered under the provisions of this process will expire upon the expiration of recall rights.

In the event a process is developed, the Employer agrees to consider such employees when filling positions through the use of all other forms of appointment procedures. This provision is contingent upon the ability to automate the process which would allow departments to identify employees to be considered.

FOR THE UNION **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING
Article 13
NEOGOV

During the course of negotiations in 2011, the parties discussed the changes in technology related to the hiring process; specifically the Neogov system. The parties have agreed to explore the use of this technology for mutually beneficial opportunities in order to streamline the transfer request process. 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**
_____	_____
DATE	DATE

LETTER OF UNDERSTANDING
Article 14, Section E
D.O.C. Meal Periods

During negotiations in 1993, the parties discussed concerns raised by the Union regarding Article 14, Section E., Meal Periods, as it applies to Department of Corrections' employees. It is not the Employer's intent to reduce the employee's meal period. Management agrees to take into account unforeseen delays at security checkpoints in determining the amount of time necessary to provide an adequate break. Application of this letter shall be a proper subject for secondary negotiations.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
David Burtch Assistant Director T.O.P. Department International Union, UAW	Sharon Rothwell Director
Patricia A. Hough President, Local 6000-UAW	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 16
Disability Management

During negotiations, the parties discussed the mutual concerns of the Union and the Employer regarding medical leaves of absence and employee disabilities. The parties acknowledge that these issues are of major significance.

Accordingly, the parties agree to meet and engage in ongoing discussions about disability management concerns. Such discussion shall include issues under consideration by the Disability Management Committee and employees' return to work from medical leave of absence with reasonable restrictions.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 16
Hiring Freeze - Return Rights

During negotiations in 1990 the parties discussed the impact of the hiring freeze on the recall of employees who have been denied a medical leave of absence and placed on the recall list. Upon request of the International Union, the parties will meet to discuss methods of enhancing the return rights of such employees.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 16, Section C

During negotiations in 1998 the parties discussed benefit provisions for employees appointed as representatives for the International Union. The parties agreed that:

1. Employees will be paid off for their annual leave balance, at the employee's rate of pay, at the time of the appointment.
2. Employees appointed will be paid off for their sick leave balance at the final rate of pay of the classification from which the employee was appointed, in accordance with the criteria established in Article 40, Section D.
3. Employees will receive payment for their longevity upon retirement or death in accordance with the Civil Service Compensation Plan.

FOR THE UNION

FOR THE OFFICE OF THE STATE EMPLOYER

LETTER OF UNDERSTANDING
Article 16, Section C.5.
Union Leave - Retirement Contributions

In the event the Employer does not make retirement contributions on behalf of employees on Union leave, the Union retains the right to make such contributions unless prohibited by law.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 18
Chief Stewards-at-Large

During negotiations in 1990 the parties agreed to the release of up to five (5) employees to function as Chief Stewards-at-Large. These Chief Stewards-at-Large shall be released full-time on administrative leave to provide representation where necessary in any state department. The crediting of seniority and reimbursement of applicable insurance premiums shall be in accordance with provisions of Article 7, Section D.(2).

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 18, Section D
Extension of Leaves

During negotiations in 1990 the parties discussed concerns raised by the Employer regarding extension of leaves under Article 18, Section D. It is understood that requests for extensions are not automatically granted. If the Union is intending to request an extension of an 18.D. leave, the proper notice will be given. If the Employer intends to disapprove the requested extension, it shall so notify the Union and, upon Union request, the parties will meet to discuss and attempt to resolve the situation.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stan Marshall Vice President International Union, UAW	James B. Spellicy Deputy Director
Joan M. Doyen President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 22
Hepatitis B Vaccination

The Employer agrees to make available the vaccination for protection against Hepatitis B to employees as identified below:

Department of Corrections

1. Employees who work inside the secure perimeter of a Correctional Facilities Administration (CFA) facility, or

2. Employees who have regular offender contact as part of their assigned duties that may involve exposure to blood or other potentially infectious materials on a routine or non-routine basis as a condition of employment.

Department of Education

School for the Deaf and Blind
(As Currently Provided)

Department of Human Services

Facility staff who are expected to render first aid as part of their assigned job duties.

Department of Community Health employees who are employed at:

Caro Center
Center for Forensic Psychiatry
Hawthorn Center
Kalamazoo Psychiatric Hospital
Walter P. Reuther Psychiatric Hospital
(as currently provided)

FOR THE UNION **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING
Article 22
Health and Safety Committee

When more than one Department is located in a building and circumstances develop which involve health and safety issues affecting employees across departments in the building, the Union and the Office of State Employer will meet to discuss the establishment of a building Health and Safety Committee.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Stan Marshall Vice President International Union, UAW	James B. Spellicy Deputy Director
Joan M. Doyen President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 22
Buildings

During the 1996 negotiations the parties discussed the concerns raised by the Union on temperature control in State owned or leased buildings, regular inspections and maintenance of ventilation systems, pesticide spraying and providing notice to employees when pesticide spraying is to occur, and rodent and vermin extermination.

The Employer recognizes its obligation as provided in the contract to make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards. During the negotiations the parties acknowledged the difficulty of establishing a temperature range in work sites that would be appropriate and acceptable to all employees, while recognizing that extreme fluctuation in temperature may be undesirable. The Employer agreed that maintaining building temperatures within a range that is habitable/comfortable is desirable and will attempt to assure that when concerns are raised by employees within the work site, the concerns will be investigated and to the extent possible resolved.

Further, the Employer agrees that inspections of the ventilation system in all work sites where UAW Bargaining Unit members are employed will be conducted as needed and with respect to the concerns of the Union regarding building ventilation systems, the Employer agrees that ventilation systems in leased buildings should be maintained in good working condition.

The Employer agrees to maintain the air filters at all State owned buildings by cleaning or replacing dirty filters in accordance with the

manufacturer's recommendations. Where the Union believes that the ventilation system in a leased building is not in good working condition and brings this to the attention of the Employer, the Employer will make the effort to insure that the lease holders conduct an inspection and if determined to require maintenance, the repairs be done in an expeditious manner. The Employer shall share the written results of any inspection with the Union.

The Union also raised concerns regarding pesticide spraying in leased buildings and extermination of rodents and vermin. The Employer expressed its belief that pesticide spraying in leased buildings was not regularly occurring during employee work hours and agrees that to the extent possible such spraying should be done in a manner that reduces employee exposure to the pesticides. Every effort will be made to assure that employees are provided with a two (2) day notice prior to pesticide spraying, unless emergency circumstances preclude prior notice.

The Union also expressed its concerns regarding the need for effective rodent and vermin control. The parties acknowledged the difficulty in assuring that work sites are free of rodents and vermin. The Employer agreed that where matters of infestation are brought to the attention of the Employer, attempts will be made to rid the buildings of unwanted pests. The Employer commits to make reasonable efforts, including working with landlords, to correct such problems.

LETTER OF UNDERSTANDING
Article 22
State Vehicles for On-call Workers

During negotiations in 1998 the parties discussed concerns raised by the Union when workers in the Department of Human Services who are on call and who are called back to work, are required to return to the work site to obtain a state vehicle. When the employee is required to utilize a State owned vehicle in the situation described herein, the employee will be provided with a State vehicle during the on call period.

FOR THE UNION **FOR THE OFFICE OF THE STATE EMPLOYER**

LETTER OF UNDERSTANDING
Article 22
Employee Safety

During the 1998 negotiations, the parties discussed their shared concern for the health and safety of Bargaining Unit employees. In addition, the parties discussed situations where employees may be at greater risk due to their particular job responsibilities. The Union expressed specific concerns regarding steps that should be taken to reduce potential dangers that might arise while employees are performing their job, including potential work place violence from recipients of State services.

The parties reaffirm their commitment to pursue cooperative efforts between labor and management that lead to identifying health and safety measures that can result in increased safety for employees. The parties agree that during the term of the Agreement, the Statewide Health and Safety Committee will explore ways to reduce or eliminate hazards confronted by employees on the job. Joint findings and recommendations will be considered by the Employer for implementation.

FOR THE UNION **FOR THE OFFICE OF THE STATE EMPLOYER**

LETTER OF UNDERSTANDING
Article 22
Joint Stress Study

The parties will jointly identify and retain a consultant to review the potential sources of job stress in connection with classifications represented by the Union and the work sites where they work. In addition to the sources of job stress, the study shall include recommendations to reduce workplace stress, including, but not limited to consideration of workload, client interaction and employee involvement in job decisions and priorities. The consultant's work shall be funded by the $.01 increase in the employer's contribution to the Joint Education, Training and Development Fund which was collected during FY 1991-92. The study will be for the internal use of the parties.

At the conclusion of the consultant's study, the consultant and the parties shall 1) meet to discuss the study's findings and recommendations and 2) identify those recommendations that should be implemented to address and reduce the sources of the stressors identified in the study. The parties agree to implement such recommendations as mutually agreed.

FOR THE UNION **FOR THE OFFICE OF THE STATE EMPLOYER**

LETTER OF UNDERSTANDING
Article 25
Reasonable Accommodations

During negotiations in 1996 and 2011, the parties discussed concerns raised by the Union related to the importance of timely responses to reasonable accommodation requests. The Employer shall normally provide an initial response, which may be a request for additional information, within ten (10) work days, from the date the completed accommodations request is received. The Employer agrees to approve or deny requests for reasonable accommodations within current departmental procedures, but in no event, later than twenty (20) work days from the receipt of all necessary information. When the Employer has approved a reasonable accommodation request, the Employer shall order the materials, furniture, tools or other items including retrofitting/renovation necessary to implement the approved reasonable accommodation as soon as possible. If ordering cannot occur within thirty (30) work days from the date of approval, the Employer will provide a written explanation to the employee. Reasonable accommodation requests which are denied must be reduced to writing, outlining the reason for the denial.

The Employer agrees to expedite the grievance procedure for the handling of the grievances for denial of reasonable accommodation requests per the following procedure:

Step 1: The grievance is given to the immediate supervisor with a request to expedite.

If not expedited to the satisfaction of the employee/Union:

Step 2: The Union may verbally contact the Step Two (2) official, explain the situation and request an expedited answer.

If not expedited to the satisfaction of the employee/Union:

Step 3: The Union may verbally contact the Step Three (3) official, and request an expeditious answer.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER

LETTER OF UNDERSTANDING
Article 29
Training

During the 1996 negotiations the parties discussed their respective positions as it relates to training, retraining, and new technology. The Union and the Employer agree that Bargaining Unit members play an important role in the delivery of State services, and that there is a direct relationship between employee performance and the effectiveness of the delivery of services they are to provide. The parties further agree that training and retraining efforts are important factors in pursuing such objectives as continuous quality improvement, operational effectiveness, and enhanced job security through opportunities for advancement.

When the Employer intends to introduce new or advanced technology which will have a significant impact on either the way the work is performed or on Bargaining Unit employees, the Employer will notify the Union as soon as practicable in advance of such action, and will, upon request, meet to discuss the impact upon employees. Such discussions may include a review of training which may be necessary for those employees required to perform the job responsibilities impacted by the new technology. The Union shall have the opportunity to provide input into the development of such training. Such retraining may be in the form of on-the-job, vocational, and/or formal education courses.

The Joint Advancement Committee (JAC) will meet to review and promote the development and implementation of skill development and training activities.

FOR THE UNION **FOR THE OFFICE OF THE STATE EMPLOYER**

LETTER OF UNDERSTANDING
Article 31
State Motor Vehicles

Review the State program to insure safe condition of vehicles and develop a preventative maintenance program for State motor vehicles.

It is agreed that this will be reviewed by the joint UAW O.S.E. Health and Safety Committee.

FOR THE EMPLOYER	FOR THE UNION
Thomas N. Hall	Stephen P. Yokich

LETTER OF UNDERSTANDING
Article 34
Substitute Teachers

During negotiations in 1987 the parties discussed the method utilized for compensating School Teacher-E (P-11) who are utilized as substitute teachers.

Effective with the first full pay period following the effective date of this Agreement, Permanent-Intermittent School Teacher-E (P-11) shall move to the next step in the pay range after completion of 2,080 hours of continuous service.

Effective with the same pay period, current substitute teachers who have completed at least 2,080 hours of service shall be moved to the second step in the pay range.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 34
Transfer Rights for Permanent/Intermittent Employees
Within the Department of State

During negotiations in 1993, the parties discussed the transfer rights of permanent/intermittent employees within the Department of State being eligible to be placed on the transfer list within their work site for full-time vacancies.

Accordingly, the parties agree that the permanent/intermittent employees within the Department of State shall be eligible to be placed on the transfer list for full-time vacancies for their work site.

The parties further agree that the initial vacancies of permanent/ intermittent positions will not be posted at the work sites of the vacancy.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
David Burtch Assistant Director	Sharon Rothwell Director
T.O.P. Department International Union, UAW	Thomas N. Hall Chief Negotiator
Patricia A. Hough President, Local 6000-UAW	

LETTER OF UNDERSTANDING
Article 35
Tuition Reimbursement

During the 1998 negotiations, the parties discussed the issue of tuition reimbursement and the impact on the Joint Employee Education Training and Development Fund. This is to express that the tuition reimbursement is separate from the Joint Employee Education Training and Development Fund. In the event funds have been allocated to the departments for tuition reimbursement, UAW represented employees will have access to such funds as outlined in Article 35, Section G.

FOR THE UNION

FOR THE OFFICE OF THE STATE EMPLOYER

LETTER OF UNDERSTANDING
Article 35, Section B
Department of Corrections – Firearms

During negotiations in 1990, the parties discussed the issue of carrying and use of weapons by parole/probation officers in the Department of Corrections.

The parties agree that it is in the best interest of the employees and the Department to negotiate a resolution to the disputes surrounding the carrying and use of weapons, including firearms. Accordingly, the parties agree to refer to secondary negotiations the following:

- Training in the use of firearms;
- Reasonable policies and procedures surrounding the carrying of firearms.

This Letter of Understanding does not grant any employee an entitlement to carry or possess a weapon, including a firearm.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stan Marshall Vice President International Union, UAW	James B. Spellicy Deputy Director
Joan M. Doyen President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 35, Section K

The parties agree that the accounting procedures utilized to process employee reimbursement of jury duty pay when the employee elects to receive administrative leave in lieu of jury duty pay will be as outlined in the applicable Department of Management and Budget Accounting Division Letter dated December 28, 1988.

In the event such provisions are amended for non-exclusively represented employees, the parties agree to meet to review such changes and may, by mutual agreement of the parties, amend these procedures.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Leonard J. Paula, 3/9/89	George G. Matish
	Thomas N. Hall, 3/9/89

LETTER OF UNDERSTANDING
Article 37
Moving Expenses

The parties have discussed the closure of the Department of Community Health facilities and the resulting layoff of employees at these agencies. The premise of such discussions was that there is no reasonable likelihood of these agencies being reopened and employees being recalled to these facilities.

In consideration of these circumstances the parties agree that employees in the Administrative Support and Human Services Bargaining Units are eligible for benefits in Article 37, Moving Expenses. Reimbursement for eligible expenses shall be made by the Department of Community Health under the following conditions:

1. If the employee is laid off (as defined in Article 43, Section I, Severance Pay) or if an employee transfers in lieu of layoff in accordance with Article 13, or once the Director of DCH has officially designated an agency is to be closed, and

2. If the employee accepts employment with the State of Michigan at another location and provides satisfactory proof of relocation to the Department of Community Health's Central Personnel Office.

3. The maximum benefit for moving, travel, storage, etc. under this provision shall be $3,000.

4. If the employee voluntarily separates within the first 6 months from the new employment, the employee shall repay to the State all monies received under this provision.

5. Any unemployment benefits which the employee receives as a result of being laid off shall be deducted from the maximum $3,000.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stan Marshall Vice President International Union, UAW	James B. Spellicy Deputy Director
Joan M. Doyen President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 39, Section H
Paid Annual Leave Denial

During negotiations for the 1988-90 contract, the parties discussed the application of Article 39, Section H. The Employer will not unreasonably deny the use of Annual Leave on the basis of a fixed standard, but will judge each request on a case-by-case basis.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 40, Section E
Paid Sick Leave

During negotiations in 1996 the parties discussed the issue of the Employer having a reasonable basis for requiring an employee to provide acceptable medical verification for sick leave use. The parties reviewed some examples of when such a basis exists. Some of the examples included are: when an employee has been counseled for excessive use of sick leave, when the employee has been hospitalized, when the employee has requested and been denied the use of annual leave, or a claim of illness on the date of a reassignment. This list is illustrative, and not exhaustive, of the situations under which the Employer has a reasonable basis for requiring medical verification.

FOR THE UNION **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING
Article 41, Section D
C.A.P. Deductions

During the current negotiations, the parties acknowledge the Civil Service Commission's current policy prohibiting payroll deduction and remittance for the purpose of contributing, voluntarily or otherwise, to a political action committee. Accordingly, the parties jointly agreed not to conduct negotiations over the subject at this time.

In the event said Civil Service Commission Policy is amended to allow such payroll deduction and remittance, the parties will commence negotiations on the subject, upon the request of the Union, and subject to such restrictions as the Civil Service Commission may establish.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 41, Section D
Payroll Deductions and Remittance for Michigan Education Trust

During 1990 negotiations the parties discussed Bargaining Unit employees' opportunity for payroll deduction in conjunction with individual employee's participation in the Michigan Education Trust (M.E.T.). It is understood that initiation and continuation of the M.E.T. payroll deduction program is subject to the provisions of applicable statutes and regulations, and will be administered in accordance with such laws and regulations. Applications for enrollment shall be accepted only during an open enrollment period established by M.E.T. Should the Michigan Education Trust determine to alter, amend, or terminate such payroll deduction program, the State will provide the Union advance notice and, upon Union request, meet to review and discuss the reasons for such actions prior to their implementation.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Leonard J. Paula, Adm. Assistant to Vice President Stan Marshal	James B. Spellicy, Deputy Director
Joan Doyen, President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 43, Section A

Effective October 1, 2005, a new base step will be added to each level of each pay range which shall be the current base step minus the difference between the current base step and the first step. In the event that the creation of such a new base step results in an employee employed in these Bargaining Units on January 1, 2005 being placed at a lower pay rate upon promotion than they would have received under the pay range structure in place on September 30, 2005, the Employer will utilize provisions of Civil Service Regulation 5.01 Section 3.d.a(3) to grant an additional step.

LETTER OF UNDERSTANDING
Article 43, Section A

During the term of this Agreement, the parties agree that if the Michigan Legislature authorizes a pay increase for its elected members, such pay increase authorization shall trigger a wage re-opener for the year or years in which that increase was effective.

LETTER OF UNDERSTANDING
Article 43, Section C
Cafeteria Benefits Plan

During 1992 negotiations between the State of Michigan and the UAW, the parties agreed that a Cafeteria Benefits plan will be offered for all Bargaining Unit members beginning FY94. The Cafeteria Benefits Plan will be offered to all Bargaining Unit members during the annual enrollment process conducted during the summer of 1993 and will be effective the first full pay period in October, 1993 or as soon thereafter as administratively possible.

The Cafeteria Benefits Plan will consist of the group insurance programs and options available to Bargaining Unit members during FY93 with three exceptions: (1) Financial incentives will be paid to employees selecting HMO or a new Catastrophic Health Plan rather than Standard Health Plan coverage; (2) A financial incentive will be paid to employees selecting a new Preventive Dental coverage rather than the Standard State Dental Plan; and (3) Employees will have a new option available under life insurance coverage (one times salary or $50,000 rather than two times salary). Premium splits in effect during FY93 will continue during FY94.

The parties discussed the manner in which employees will make individual benefit selections under the Cafeteria Benefits Plan and agreed to use a form patterned after the attached "sample" UAW Enrollment Form to communicate: The benefit credits given to each employee; any current individualized enrollment information on file with the Employer; and the benefit selections available including costs or price tags. Changes in benefit selections made by employees may be made each year during the annual enrollment

process or when there is a change in family status as defined by the IRS.

During FY94, financial incentives to be paid are: $125 to employees selecting HMO coverage; $1300 to employees selecting Catastrophic Health Plan coverage; and $100 to employees selecting the Preventive Dental Plan. Incentives are paid each year and are the same regardless of an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FY94 will receive $1300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan. Incentives to be paid will be determined in conjunction with the annual rate setting process administered by the Department of Civil Service and the State Personnel Director. The amount of the incentive to be paid to employees selecting the lower-level of life insurance coverage is based on an individual's annual salary and the rate per $1000 of coverage, and therefore may differ from employee to employee.

Financial incentives paid under the Cafeteria Benefits Plan to employees electing HMO, Catastrophic Health or Preventive Dental Plan coverage will be paid bi-weekly. As discussed by the parties, incentives can be taken in "cash" on an after-tax basis or directed on a pre-tax basis into the Flexible Spending Accounts or Deferred Compensation Plans. Similarly, any additional amounts received as the result of selecting less expensive life insurance coverage will be paid bi-weekly.

The parties agree to meet as soon as possible following Civil Service Commission approval for the purpose of discussing disseminating information about the Cafeteria Benefits Plan.

FOR THE UNION **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING
Article 43 Section C

The attached rules for network use will be used by the parties in determining in and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some State employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside of Michigan:

Members who need medical care when away from Michigan can take advantage of the TPA'S national PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital - One hospital within 25 miles.

SHP PPO Member Costs Associated within In-Network or Out-of-Network Use (for eligible employees hired prior to April 1, 2010 and covered by the SHP PPO)

	In-Network	**Out-of-Network**
Deductible	$300/individual $600/family	$600/individual $1200/family
Co-payments	Office Visits $15 Services 0% or 10% Emergency 0%; $50.00 co-pay if not admitted	Most services 10%
Preventive Services	Covered at 100% Limited to $1500 per Calendar year per person.	Not covered
Out-of-Pocket Maximum	$1,000/individual $2,000/family	$2,000/individual $4,000/family

NSHP PPO member costs associated within in-network or out-of-network use (for eligible employees hired on or after April 1, 2010 and covered by the NSHP PPO)

	In-Network	**Out-of-Network**
Deductible	$400/Individual $800/Family	$800/Individual $1,600/Family

Co-payments	Office visits $20 Services 0% or 10% Emergency $200 co-pay if not admitted	Most Services 20%
Preventive services	covered at 100%	Not Covered
Out-of-pocket Maximum	$1,500/Individual $3,000/Family	$3,000/Individual $6,000/Family

1. **If a member has access to the network, the member receives benefits at the in-network level when a network provider is used.** The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay In-network expenses.

2. **If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used.** The member is responsible for the out-of-network deductible (if any), and co-payment (if any).
   - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.
   - If the non-network provider is not a Blues' participating provider, the provider does not accept Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, co-payment or out-of-pocket maximum *cannot* be used to satisfy the in-network deductible, co-payments or out-of-pocket maximum.

3. **If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits.** The member will be responsible for the in-network deductible (if any) and co-payment (if any).

4. **If a member does not have access to the network but then additional providers join the network so that the member would now be considered in-network,** the member will be notified and given a reasonable amount of time in which to seek care from an in-network provider. Care received from a non-network provider after that grace period will be considered out-of-network and the out-of-network deductibles, co-payments and out-of-pocket maximums will apply. If a member is undergoing a course of treatment at the time he becomes in-network, the in-network rules will continue for that course of treatment only pursuant to the PPO Standard Transition Policy. Once the course of treatment has been finished, the member must use an in-network provider or be governed by the out-of-network rules.

LETTER OF UNDERSTANDING

Article 43, Section C
Group Insurance Premiums For Less Than Full Time Employees

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

Employees who have a regular work schedule of 40 hours or less per bi-weekly pay period who are temporarily placed on a regular work schedule of more than 40 hours per bi-weekly pay period for a period expected to last six months or more shall be considered as working a regular work schedule of more than 40 hours for the period of the temporary schedule adjustment.

FOR THE UNION	**FOR THE EMPLOYER**
Dave Burtch	Janine M. Winters
Lynda Taylor-Lewis	Thomas N. Hall

LETTER OF UNDERSTANDING
Article 43, Section C
Administrative Support and Human Services Unit
Group Insurances

Where the employee does not have a spouse eligible for enrollment in the State Health Plan, the plan shall be amended to allow a participating employee to enroll one other eligible adult individual, as set forth below:
To be eligible, the individual must meet the following criteria:

1. Be at least 18 years of age.

2. Not be a member of the employee's immediate family as defined as employee's spouse, children, parents, grandparents or foster parents, grandchildren, parents-in-law, brothers, sisters, aunts, uncles or cousins.

3. Have jointly shared the same regular and permanent residence for at least 12 continuous months, and continues to share a common residence with the employee other than as a tenant, boarder, renter or employee.

Dependents and children of another eligible adult individual may enroll under the same conditions that apply to dependents and children of employees.
In order to establish that the criteria have been met, the Employer will require the employee and other eligible adult individual to sign an affidavit setting forth the facts which constitute compliance with those requirements.

FOR THE UNION **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING
Article 43, Section C
Alternative PPO Plan

During the 2004 negotiations, the Office of the State Employer, the UAW International and it's Local 6000 agreed to jointly explore the addition of the Health Alliance Plan PPO plus, or similar plan, to Bargaining Unit members.

Such PPO plan may be offered upon mutual agreement in the following counties: Monroe, Washtenaw, Wayne, Livingston, Oakland, Macomb, Genesee, Lapeer and St. Clair.

Upon mutual agreement, and the completion of any required bidding procedures, enrollment by Bargaining Unit members will be permitted during open enrollment period of 2005. The Employer will pay 90% of the premium.

The continued offering and new offering of additional counties shall be subject to the joint approval of the UAW and the Office of the State Employer.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
_____	_____

LETTER OF UNDERSTANDING
Article 43, Section C.1.b(8)
Mammograms

During the negotiations, the parties discussed the American Cancer Society (ACS) guidelines regarding frequency of mammogram examinations. It is agreed by the parties that the contractual provision relative to mammogram examination shall be administered in accordance with these guidelines.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Leonard J. Paula Coordinator	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 43, Section C.2
Dental X-rays

During compensation negotiations for fiscal year 1987-88 the parties discussed the modification of coverage for bite-wing and full-mouth x-rays to reduce inappropriate taking of x-rays by providers. It is the intent of the parties to implement these provisions without financial liability to employees and dependents. As such, the parties agree that employees and dependents shall be held harmless from any dental x-ray charges, and/or cost of legal action, and/or collection agency claims relative to such charges which result from the dental plan finding that x-rays are not necessary or appropriate.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 43 Section E
Hazard Pay Premium

The parties agree that the facilities in the Department of Corrections which have a designation of close, maximum or administrative segregation overall rating or medium overall rating containing administrative segregation units are as follows:

a. Reception and Guidance Center at C. Egeler Facility
b. Bellamy Creek (Inside only, not Dorms) (IBC)
c. Marquette (Inside only, not Farms or Dorms)
d. Ionia Correctional Facility (ICF)
e. Women's Huron Valley (WHV)
f. Duane Waters Health Care Center located at C. Egeler Reception and Guidance Center
g. Allegiance Hospital (secure unit only)
h. Alger Correctional Facility (LMF)
i. Baraga Correctional Facility (LMF)
j. Oaks Correctional Facility (ECF)
k. St. Louis Correctional Facility (SLF)
l. Chippewa Correctional Facility (URF)
m. Kinross Correctional Facility (KCF)

In the event that additional institutions are so designated, there are other changes to the above list, or any disputes arise with respect to application of Article 43, Section E – High Security Premium Pay, these disputes shall be referred to the International Union and Office of the State Employer for resolution. It is the Employer's responsibility to notify the Union of any increases or decreases in security designation or additions or deletions to administrative segregation units.

LETTER OF INTENT
Article 43, Section F
Personal Leave Days

During 1989 negotiations, the parties reviewed the application of Article 43, Section F as it applies to limited-term employees.

The parties intend that the personal leave grant provided in Article 43, Section F is available to limited-term employees in the same amount and in accordance with the same conditions and practices as apply to permanent, full-time and less than full-time employees.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stan Marshall Vice President International Union, UAW	James B. Spellicy Deputy Director
Joan M. Doyen President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 43, Section I
Severance Pay

During negotiations in 1988 the parties discussed the provisions of Article 43, Section I, Severance Pay.

The Union expressed concern over situations of the nature described in this Section which are not specifically identified therein.

The Employer agrees that if such circumstances as currently described in this Section arise during the term of the Agreement the Union is not precluded from discussing the application of this provision to such situations.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Leonard J. Paula Coordinator	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 43, Section I
Severance Pay/Retirement

The parties have discussed application of this Section as it applies to certain employees eligible for retirement. While employees will not be denied severance pay due to retirement eligibility, the parties agree that offsets may be calculated in accordance with the ADEA and the Older Workers Benefit Protection Act.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
David Burtch Assistant Director T.O.P. Department International Union, UAW	Sharon Rothwell Director
Patricia A. Hough President, Local 6000-UAW	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 43, Section K
Reimbursement Rates

During negotiations in 1987, the parties discussed the application of Article 43, Section K. Reimbursement Rates as applied to Schedule II employees in the Michigan Department of Transportation. The parties agree that effective October 1, 1988 all permanent employees currently covered by the Michigan Department of Transportation Travel Regulations shall continue to be covered by these regulations except as indicated below. All other employees shall be covered by the State Standard Travel Regulations. Employees covered by the State Standard Travel Regulations shall have their official work station designated by the Appointing Authority in accordance with the State Standard Travel Regulations.

1. All newly hired or recalled employees shall be covered under the State Standard Travel Regulations.

2. All employees who accept a promotion (not reallocation) or who receive a seniority transfer in accordance with Article 13 shall be covered by the State Standard Travel Regulations.

3. Any employee may voluntarily change to the Standard Travel Regulations at any time by indicating a desire to do so in writing.

4. Employees who accept a promotion and relocate at least 25 miles closer to the official work station shall be eligible for relocation expense reimbursement

in accordance with Article 37 of the Agreement.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 43, Section Q
Education, Training and Development Fund

During the current negotiations the Employer and the UAW agreed to establish a jointly-administered comprehensive, new Employee Education, Training and Development Program. It will promote education, training and development activities which will contribute to the well being of the employees, and, hence, the Employer.

A joint governing body, consisting of an equal number of representatives (five) of the UAW and the State, shall direct and guide the activities of the Fund. It is understood that the Fund will make available a wide range of educational, training and development services and activities to the parties for their utilization based on their specific needs.

Because of the uniqueness and scope of this joint undertaking, it is agreed that it would be appropriate for the governing body to establish specific goals and objectives consistent with the intent of this Letter of Understanding and the level of funding as provided in the Settlement Agreement dated October 3, 1988.

Although funding will not be available until October 1, 1989, the joint governing body will meet and begin its work upon the ratification of this Agreement. It is the parties' desire that programs be available upon the effective date of the funding authorization.

Establishment of the Employee Education, Training and Development Fund will provide the parties with unusual opportunities to develop and implement mutually agreeable training and education activities. These activities will focus on the needs of all employees and will include specific efforts to assure Union and Management representatives are trained in

participative, cooperative techniques and concepts.

It is understood that this program will not replace the Employer's obligation to provide the training specified in the Collective Bargaining Agreement. Further, establishment of the program will not limit the right of either party to provide educational and training programs on the same, similar or other subjects as it may deem appropriate. Finally, the grievance procedure set forth in Article 8 of the Collective Bargaining Agreement has no application to, or jurisdiction over, any matter relating to this program.

The program will be designed to identify education, training and retraining needs for members; to explore existing educational resources; and to publicize these resources to meet employee needs and encourage workers' participation. The joint governing body will coordinate use of existing resources within the Employer and the Union, where feasible, in meeting employee educational/training needs. When necessary, other sources of training, education and development will be provided.

The parties understand that the development of these programs and activities will evolve over a period of time. In general the following outlines the development of the program's phases:

- Identification of employee (individual and group) educational, training, and development needs and coordination of educational/training resources.
- Development of programs designed to meet those employee needs not addressed by existing resources, and

- Coordination of forums, seminars, and workshops for the exchange of ideas and concepts.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Leonard J. Paula Coordinator	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 43 Section Q

During the 2004 negotiations, the parties agreed to suspend contributions to the Joint Employee Education, Training and Development Fund until such time as the balance in the fund is below $5 million on March 31 of any year. In such event, the actual amount will be funded during the next fiscal year.

FOR THE UNION

FOR THE OFFICE OF THE STATE EMPLOYER

LETTER OF UNDERSTANDING
Article 52
Drug and Alcohol Testing

During the current negotiations, the parties recognized that the UAW has challenged the legality of certain aspects of the drug and alcohol testing that the Commission directed be included in Article 52 of the 1999-2001 contract. This contract maintains the language of Article 52 of the prior contract with the express understanding that the UAW maintains its challenges to that language as set forth in the pending United States District Court action of International Union v Winters, et.al, 5:00-cv-21. The parties further acknowledge that the provisions of Article 52 in this contract remain in full force and effect unless the Federal Court determines otherwise. If the UAW should prevail on any part of its challenges, the parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such part or parts.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
_____	_____
International UAW	
_____	_____
Lynda Taylor-Lewis President UAW Local 6000	

LETTER OF UNDERSTANDING
Joint Economic Efficiency and Employment Continuity Committee

During negotiations the parties discussed issues relating to improved productivity and efficiency in State Government including the issue of job security for employees. In a joint effort to effectively deal with these issues the parties agree to establish a Joint Economic Efficiency and Employment Continuity Committee. The Committee shall be comprised of four (4) representatives of the Union appointed by the Vice President and Director of the International Union Public Sector and Health Care Servicing Department, and four (4) representatives of the Employer appointed by the Director of the Office of the State Employer. The Union representatives will be released and compensated in a manner consistent with provisions of Article 7, Section D.2. The Committee will explore methods of promoting more efficient operations as well as methods to provide job security. The Committee may review such areas as staffing ratios, subcontracting, funding sources, inefficiency, self-directed work teams, or other areas which promote the objective of the Committee. Any agreed upon changes will be implemented as feasible. The Committee shall meet as mutually agreed. The Committee shall function until December 31, 2013 unless mutually agreed otherwise.

LETTER OF UNDERSTANDING
State Worker 4

Within thirty (30) calendar days of the effective date of this Agreement, the parties will meet to review the duties and responsibilities performed by non-exclusively represented employees classified as State Worker 4. The parties agree to recommend the assignment of those positions performing Bargaining Unit work to the Bargaining Unit. The current compensation provisions for State Worker 4 shall continue in accordance with the current practice.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
David Burtch Assistant Director T.O.P. Department International Union, UAW	Janine Winters Director
Linda Taylor-Lewis President, Local 6000-UAW	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Student Assistant

Within thirty (30) calendar days of the effective date of this Agreement, the parties will meet to review the duties and responsibilities performed by non-exclusively represented employees classified as Student Assistant. The parties agree to recommend the assignment of those positions performing Bargaining Unit work to the Bargaining Unit. The current compensation provisions for Student Assistant shall continue in accordance with the current practice.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
David Burch Assistant Director T.O.P. Department International Union, UAW	David H. Fink Director
Sharon Rivera President, Local 6000-UAW	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Appendix C
Representation Service Fee Form

The parties agree that the reference to Supplemental Unemployment benefits on the Representation Service Fee Form in Appendix C is for consistency purposes and does not serve to establish or recognize such benefit for Bargaining Unit employees.

The parties also agree that during the term of the Agreement, employees may elect to revoke the Representation Service Fee Form by executing an Authorization for Check-off of Dues Form.

FOR THE UNION	**FOR THE OFFICE OF THE STATE EMPLOYER**
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Lynda Taylor-Lewis President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Family and Medical Leave Act

During the 1996 negotiations, the parties discussed the Family and Medical Leave Act (FMLA), enacted into law on February 3, 1993, and its impact on the Agreement. The parties also discussed the changes in administering the provisions of the Act as a result of the U.S. Department of Labor's Final Regulations effective April 6, 1995 and subsequent Final Regulations effective January 16, 2009. The Employer assured the Union that the revisions in the Agreement are not intended to diminish the rights of employees under the Act. Employee obligations under the Act remain unaffected. The Employer's rights under the Act will be as modified in this Agreement.

It is further agreed that the twelve month period during which an employee's twelve work weeks leave entitlement occurs will be as provided in the Department of Civil Service, Compensation Standards and Procedures approved by the Civil Service Commission on July 21, 1993 and defined as follows: The twelve month period begins on the first date the employee's parental, family care or medical leave is taken; the next twelve month period begins the first time leave is taken after completion of any previous twelve month period. In the event the Civil Service Commission proposes a change in the definition of the twelve month period, the parties will discuss the effect on this Agreement.

The Employer may make any changes necessitated by the final regulations and subsequent court decisions. However, the Employer agrees that it will not reduce leaves provided by the Collective Bargaining Agreement.

Grievances alleging contract violations resulting from compliance with the FMLA may be filed at Step 3 of the grievance procedure, however, an Arbitrator shall not have authority to interpret the provisions of the Act.

FOR THE UNION	**FOR THE EMPLOYER**
_____	_____
_____	_____

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 **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING
American Flag

The parties agree that in normal business office settings employees shall be allowed to appropriately display a reasonably sized American flag at their work station and/or on clothing that otherwise complies with the Employer's grooming and attire standards.

FOR THE UNION **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING
Pay for Substitute Teaching During Preparation Period – MSDB

The parties have discussed the established practice of compensating teachers at the Michigan School for the Deaf and Blind who act as a substitute teacher during their preparation period. Due to the difficulty in finding qualified substitute teachers, and in order to continue the educational programs for students, the parties agree to continue the practice of compensating teachers at their hourly rate for the additional time spent as a substitute during their preparation period.

FOR THE UNION **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING

Extracurricular Responsibilities at MSDB

The parties have discussed the long standing practice of assigning extracurricular responsibilities at the Michigan Schools for the Deaf and Blind. Examples of these activities/responsibilities are Student Activities Director, Boys Basketball Coach, Yearbook Project Coordinator, etc. The parties agree to continue those practices.

Each spring the Administrative Director shall determine the responsibilities to be performed for the upcoming school year. Rates of compensation shall be established by the Administrative Director based on budget considerations, expected student participation and season schedule. This information will be forwarded to the Office of the State Employer no later than July 1 of each year. The Office of the State Employer will review the proposed schedule and forward it to the State Personnel Director for review and approval.

The Administrative Director will provide notice of the extracurricular responsibilities to all staff. The assignment of these responsibilities will continue in accordance with current practice.

FOR THE UNION **FOR THE EMPLOYER**

LETTER OF UNDERSTANDING
UAW LOCAL 6000
Limited Term Appointments

Beginning January 1, 2008, when an employee has been in the same limited term appointment for 4,160 continuous service hours, the employee shall be made permanent, unless the employee is working in a project which has an established ending date. This provision shall not apply to Private Funded Agreement (PFA), Community Partners/Community Placement (CPCP) and Medical Assistance Donation Agreement (MADA) positions in the Department of Human Services, nor to limited term appointments resulting from the implementation of Business Automation Modernization (BAM) in the Department of State, nor shall it apply in the case of a continuing State classified employee who accepts an appointment to a limited term position in accordance with Article 12, Section A. This Letter of Understanding is entered into with the good faith intent to prevent the use of limited term appointments to avoid making permanent appointments.

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;
d. Analyze current HMO plans to determine if they are a cost-effective means of providing high quality health care;
e. Investigate impact on outcomes and costs of value based benefit designs;
f. Identify opportunities for cost-containment programs and carve out programs;
g. Investigate opportunities to save costs by modifying or otherwise limiting medical, professional and pharmacy networks;
h. Review current chronic care management programs to determine effectiveness as well as ongoing member compliance;
i. Investigate work place health and wellness programs and make recommendations with the goal of

educating and motivating employees toward improved health and wellbeing;

j. Make recommendations to increase voluntary participation in health and wellness screenings and benefits included in current health plans;

k. Identify educational opportunities relative to facility and professional provider quality data, as well as designated centers of excellence.

As mutually agreed by the parties, independent subject matter experts and consultants may be called upon to assist the committee in carrying out their charges.

Within thirty (30) days of the effective date of the Agreement, each Union shall appoint a Representative to serve on the committee and the Employer shall designate up to four (4) Representatives. The committee will be jointly chaired by a Representative designated by OSE and a Representative designated by the Unions.

Monthly meetings of the committee shall be scheduled with the first being held no later than 45 days following the effective date of the Agreement.

LETTER OF UNDERSTANDING
New Solutions Committee

During the 2011 negotiations, the parties discussed the role of labor management cooperation and collaboration in providing more efficient delivery of services to the citizens of Michigan. The parties recognize that the efficient delivery of services to the public should be mindful of the cost effectiveness, quality of delivery, accountability and public interest. The discussion encompassed the Unions' New Solutions Report, which encourages all stakeholders to work together in an open dialogue manner to achieve best in class public service.

The parties agreed to approach the New Solutions Report jointly with the goal of facilitating the development of positive programs relative to the effective use of resources. Such effective use of resources may include self-directed work teams or other empowerment initiatives as agreed by the parties to provide front line workers with the support needed to effectively perform their jobs.

The parties recognize that lean optimization can be a valuable tool in achieving the effective use of resources. Lean optimization has the simple goal of helping State government work better for both its customers and its employees. Lean practices rely on joint participation between employees and management at all levels within the state. World class service cannot occur without such employee involvement.

Within sixty (60) days of the effective date of the Collective Bargaining Agreement, a New Solutions Committee will be established to explore innovative solutions to deliver better

customer service and pursue better value from those who deliver the services. Each of the coalition unions may designate two (2) Representatives to meet with the Office of the State Employer. Representatives from the Departments and/or the Civil Service Commission may participate as needed. The committee will determine the meeting schedule and agenda. The parties agree on the value of utilizing outside independent facilitators trained in business lean practices and will explore funding alternatives to engage mutually agreed upon lean consultants.

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