

Labor and Trades and Safety and Regulatory Units

Collective Bargaining Agreement

Between

The State of Michigan

And

The Michigan State Employees
Association



MSEA



Text approved by the Civil Service Commission
December 12, 2018

Wages and Benefits: October 1, 2019 – September 30, 2020
Non-economic Provisions: January 1, 2019 – December 31, 2021

Wages and Group Insurances : October 1, 2020 – September 30, 2022
approved by the Civil Service Commission
December 11, 2019

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE.....	1
ARTICLE 2	PURPOSE AND INTENT.....	1
ARTICLE 3	RECOGNITION	2
	A. Representation Units.....	2
	B. Classifications.....	2
	C. Appointment Duration.....	3
ARTICLE 4	ASSOCIATION RIGHTS	3
	A. Aid to Other Organizations.....	3
	B. Information Provided to MSEA.....	4
	C. Bulletin Boards.....	4
	D. Mail Service.....	5
	E. MSEA Information Packet.....	6
	F. MSEA Meetings in State Premises.....	6
	G. Telephone Directory.....	6
	H. Office Space.....	7
	I. Access to Premises by MSEA Representatives	7
	J. MSEA Presentation.....	8
	K. Picketing.....	8
	L. Employee Organization Activity.....	9
ARTICLE 5	MANAGEMENT RIGHTS	9
ARTICLE 6	MSEA DUES	11
	A. Dues Deduction.....	11
	B. Employer Notification.....	11
	C. Reimbursement.....	11
ARTICLE 7	MSEA BUSINESS AND ACTIVITIES.....	12
	A. Time Off for MSEA Business.....	12
	B. MSEA Officers.....	13
	C. Time Off During Working Hours.....	13
	D. Union Leave Approval Procedures.....	13
	E. Reporting Time.....	14
ARTICLE 8	GRIEVANCE PROCEDURE.....	14
	A. General.....	14
	B. Grievance Steps.....	16
	C. Time Limits.....	19
	D. Retroactivity.....	20
	E. Exclusive Procedure.....	20
	F. Processing Grievances.....	20
	G. Discipline.....	21
	H. Documents and Witnesses Required for Arbitration.....	21
	I. Grievance Conduct.....	21
	J. Civil Service Commission Rule Limitation on the Grievance Procedure.....	21
ARTICLE 9	DISCIPLINARY ACTION.....	22
	A. Investigation and Representation.....	22
	B. Disciplinary Action and Conference.....	23

TABLE OF CONTENTS

C. Emergency Disciplinary Action..... 25
D. Resignation in Lieu of Disciplinary Action. 26
E. Suspension for Investigation. 26
F. Suspension for Felony Charges. 26
ARTICLE 10 COUNSELING AND PERFORMANCE REVIEW 26
A. Performance Discussion or Review..... 27
B. Informal Counseling. 27
C. Formal Counseling..... 27
D. Removal of Records..... 27
E. Relationship to Disciplinary Action. 28
ARTICLE 11 SENIORITY 28
A. Seniority Definitions..... 28
Effective January 1, 2019, seniority definition is a prohibited subject of bargaining and governed by Civil Service Rules and Regulations. 28
B. General Application. 29
C. Seniority Lists..... 29
ARTICLE 12 LAYOFF AND RECALL PROCEDURE 29
A Layoff and Recall Information to MSEA..... 29
ARTICLE 13 ASSIGNMENT AND TRANSFER..... 30
A. Expense Reimbursement. 30
ARTICLE 14 HOURS OF WORK 30
A. Biweekly Work Period. 30
B. Work Days..... 30
C. Work Schedules..... 30
D. Meal Periods..... 30
E. Rest Periods..... 31
F. Wash-Up Time..... 31
G. Callback..... 31
H. On-Call..... 31
I. Utilization of Leave Credits and Timekeeping..... 31
ARTICLE 15 OVERTIME 32
A. Definitions. 32
B. Eligibility for Overtime Credit. 32
C. Overtime Compensation. 33
D. Pyramiding. 33
E. Compensatory Time..... 33
ARTICLE 16 LEAVES OF ABSENCE 34
A. Eligibility..... 34
B. Request Procedure. 34
C. Approval..... 34
D. Return from Leave of Absence..... 37
E. School/Community Participation Leave..... 37
ARTICLE 17 PERSONNEL FILES 38
A. General. 38
B. Access..... 38
C. Employee Disagreements..... 39

TABLE OF CONTENTS

D. Employee Notification. 39

E. Non-Employment Related Information. 39

F. Confidentiality of Records..... 39

G. Expunging Records..... 40

H. Confidentiality of Medical Records. 40

ARTICLE 18 MSEA REPRESENTATION 41

 A. MSEA Representatives and Jurisdictions..... 41

 B. Release of MSEA Representatives. 41

 C. Union Leave..... 41

ARTICLE 19 LABOR-MANAGEMENT COMMITTEE MEETINGS..... 42

 A. Purpose..... 42

 B. Representation. 43

 C. Scheduling. 43

 D. Status of MSEA Representatives. 43

 E. State Employer..... 43

ARTICLE 20 WORK RULES 43

ARTICLE 21 GROOMING AND ATTIRE..... 44

ARTICLE 22 HEALTH AND SAFETY 44

 A. General. 44

 B. First Aid Equipment..... 44

 C. Buildings. 45

 D. Medical Examinations. 45

 E. Foot Protection..... 45

 F. Protective Clothing. 45

 G. Safety Glasses..... 46

 H. Safety Inspection..... 46

 I. Contagious Diseases..... 47

 J. Health and Safety Committee. 47

 K. Compliance Limitations. 48

 L. Safety Evacuation Plans..... 48

 M. Obligation of MSEA and Employees..... 48

 N. Employee Services Referral Program..... 48

ARTICLE 23 PROBATIONARY EMPLOYEES 49

 A. Definition. 49

 C. Application of Provisions..... 49

ARTICLE 24 SUPPLEMENTAL EMPLOYMENT 49

ARTICLE 25 NON-DISCRIMINATION..... 50

ARTICLE 26 SEXUAL HARASSMENT..... 51

ARTICLE 27 SMOKING..... 51

ARTICLE 28 POLYGRAPH EXAMINATIONS..... 52

ARTICLE 29 TRAINING 52

ARTICLE 31 OPERATION OF STATE MOTOR VEHICLES..... 52

 A. General. 52

 B. Commercial Drivers License..... 53

 C. Drug and Alcohol Testing under the Omnibus Transportation Employees Testing Act of 1991. 54

TABLE OF CONTENTS

ARTICLE 32 WAGE ASSIGNMENTS AND GARNISHMENTS..... 57
ARTICLE 33 POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS 57
A. Position Descriptions..... 57
B. Class Specifications. 57
C. Journeyperson Certification. 58
D. Resolution of Classification Disputes. 58
E. Working Out of Class. 58
ARTICLE 35 MISCELLANEOUS BENEFITS 58
A. Clothing..... 58
B. Tools and Equipment. 59
C. Theft, Loss or Damage to Personal Items..... 60
D. Storage Space. 60
E. Parking..... 60
F. Lounge and/or Eating Areas..... 60
G. Tuition Reimbursement..... 61
H. Legal Services..... 61
I. Professional Fees and Subscriptions..... 62
J. Leave of Absence with Pay..... 62
K. Jury Duty. 62
L. Meals Without Charge. 63
M. Temporary Alternative Duty Assignment. 64
**ARTICLE 36 COMPENSATION POLICY UNDER CONDITIONS OF GENERAL
EMERGENCY 64**
A. General Emergency. 64
B. Administrative Determination. 64
C. Compensation in Situation of Closure..... 64
D. Compensation in Situation of Inaccessibility. 65
E. Additional Timekeeping Procedures..... 65
ARTICLE 37 MOVING EXPENSES 65
A. Persons Covered..... 65
B. By Commercial Mover. 65
C. Mobile Homes. 66
D. Storage of Household Goods..... 67
E. Temporary Travel Expense. 67
F. To Secure Housing..... 67
ARTICLE 38 MOBILITY-CAREER ADVANCEMENT..... 67
ARTICLE 39 PAID ANNUAL LEAVE 67
A. Initial Leave..... 67
B. Allowance..... 68
C. Additional Allowance..... 68
D. Crediting..... 69
E. Transfer and Payoff..... 69
F. Annual Leave Cap..... 69
G. Utilization. 70
H. Banked Leave Time. 70
I. Scheduling..... 70

TABLE OF CONTENTS

J. Conversion to Sick Leave. 71
K. Annual Leave Buy Back. 71
L. Annual Leave Freeze..... 71
M. Voluntary Donation of Annual Leave. 71
ARTICLE 40 PAID SICK LEAVE..... 72
 A. Allowance..... 72
 B. Utilization..... 73
 C. Disability Payment..... 73
 D. Accumulation and Payoff. 73
 E. Proof..... 74
 F. Return to Service..... 74
 G. Transfer. 74
 H. Sick Leave for Health Screening. 74
 I. Bereavement Leave..... 74
 J. Funeral Leave..... 74
ARTICLE 41 SALARY SCHEDULE AND RELATED MATTERS 75
 A. Computation of Salaries. 75
 B. Pay Periods..... 75
 C. Pay Days..... 75
 D. Authorized Payroll Deductions. 75
 E. Michigan Educational Trust. 76
ARTICLE 42 INCORPORATION OF APPENDICES 77
ARTICLE 43 COMPENSATION 77
 Section A. Wages. 77
 Section B. Special Pay Premiums. 78
 Section C. Group Insurances Enrollment..... 78
 Section D. Health Insurance. 79
 Section E. Dental Expense Plan. 83
 Section F. Vision Care Insurance. 86
 Section G. Long Term Disability Insurance. 87
 Section H. Life Insurance..... 88
 Section I. Accidental Death Insurance. 89
 Section J. Continuation of Group Insurances. 89
 Section K. Group Insurance Enrollment Upon Limited Term Recall. 90
 Section L. Voluntary Benefits..... 90
 Section M. Shift Premium Payment. 91
 Section N. Hazard Pay. 91
 Section O. Personal Leave Days..... 92
 Section P. Longevity..... 93
 Section Q. Holidays. 94
 Section R. Severance Pay..... 95
 Section S. Deferred Compensation. 99
 Section T. Reimbursement Rates – Travel..... 99
 Section U. A Qualified 401(k) Tax-Sheltered Plan..... 99
 Section V. Flexible Compensation Plan..... 99
 Section W. Safety Shoes..... 100

TABLE OF CONTENTS

Section X. Conservation Officer Per Diem..... 100
 Section Y. Motor Carrier Officer Per Diem..... 100
 Section Z. Effective Date. 100
ARTICLE 44 PRINTING OF THE AGREEMENT..... 100
ARTICLE 45 UNION INFORMATION TO THE EMPLOYER..... 101
ARTICLE 46 NO STRIKE – NO LOCKOUT 101
 A. No Strike. 101
 B. No Lockout. 101
**ARTICLE 47 EFFECT OF CIVIL SERVICE COMMISSION RULES, REGULATIONS
 AND COMPENSATION PLAN..... 101**
ARTICLE 48 SEVERABILITY..... 102
ARTICLE 49 102

PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES..... 102
ARTICLE 50 SECONDARY NEGOTIATIONS..... 103
ARTICLE 51 LABOR-MANAGEMENT COUNCIL 103
ARTICLE 52 INTEGRITY OF THE BARGAINING UNIT 104
ARTICLE 53 DRUG AND ALCOHOL TESTING 105
 A. Definitions. 105
 B. Prohibited Activities. 107
 C. Testing Employees..... 107
 D. Drug and Alcohol Testing Protocols. 108
 E. Prohibited Levels of Drugs and Alcohol..... 109
 F. Penalties..... 109
 G. Self-reporting. 110
 H. Union Representation. 110
 I. Identification of Test-designated Positions. 110
 J. Coordination of Rule and Federal Regulations. 111
ARTICLE 54 TERMINATION OF AGREEMENT 111
**APPENDIX A LABOR AND TRADES UNIT—A31—REF: ARTICLE
 3 - RECOGNITION 112**
**APPENDIX B SAFETY AND REGULATORY UNIT B—A02—REF: ARTICLE 3 –
 RECOGNITION 115**
APPENDIX C EMPLOYEE BENEFITS ELIGIBILITY CHART 118
APPENDIX H 121
**APPENDIX J LONGEVITY COMPENSATION PLAN SCHEDULE OF
 PAYMENTS 125**
APPENDIX K SUPERVISOR’S REPORT OF REASONABLE SUSPICION 126
APPENDIX L ARTICLE 31 127
APPENDIX M-2HEALTH INSURANCE BENEFIT CHART 128
APPENDIX M-3 DENTAL CHART 135
APPENDIX M-4 VISION CHART 137
LETTER OF UNDERSTANDING #4ARTICLE 22- HEALTH AND SAFETY 140
**LETTER OF UNDERSTANDING #5 - ARTICLE 22, SECTION I—CONTAGIOUS
 DISEASES 140**
LETTER OF UNDERSTANDING #7 ARTICLE 43, SECTION A 140

TABLE OF CONTENTS

LETTER OF UNDERSTANDING #8 - IMPLEMENTATION OF THE FAMILY AND MEDICAL LEAVE ACT..... 140

LETTER OF UNDERSTANDING #9 - STATE WORKER 4..... 144

LETTER OF UNDERSTANDING #11 VOLUNTARY WORK SCHEDULE ADJUSTMENT PROGRAM—MICHIGAN STATE EMPLOYEES ASSOCIATION 144

LETTER OF UNDERSTANDING #12 HUMAN RESOURCES MANAGEMENT NETWORK (HRMN)..... 145

LETTER OF UNDERSTANDING #13 PRE-TAX DEDUCTION FOR PARKING 145

LETTER OF UNDERSTANDING #14 FIRE/CRASH RESCUE OFFICERS 146

LETTER OF UNDERSTANDING #16 MOTOR CARRIER COMPENSATION 148

LETTER OF UNDERSTANDING #17 MOTOR CARRIER AND STATE PROPERTY SECURITY OFFICER RECRUIT SCHOOL 148

LETTER OF UNDERSTANDING #18 BANKED LEAVE TIME PROGRAM FY 2005 149

LETTER OF UNDERSTANDING #19 FIREARM STORAGE 150

LETTER OF UNDERSTANDING #20 ARTICLE 8—GRIEVANCE ARBITRATION TRACKING SYSTEM..... 150

LETTER OF UNDERSTANDING #21 ARTICLE 22, SECTION F—FOOT PROTECTION 151

LETTER OF UNDERSTANDING #22 ARTICLE 35, SECTION A – CLOTHING BETWEEN THE MSEA AND THE MICHIGAN DEPARTMENT OF STATE POLICE 151

LETTER OF UNDERSTANDING #22A ARTICLE 35, SECTION A – CLOTHING BETWEEN THE MSEA AND THE MICHIGAN DEPARTMENT OF STATE POLICE 151

LETTER OF UNDERSTANDING #23 ARTICLE 43 SECTION D 152

LETTER OF UNDERSTANDING #25 MOTOR CARRIER, CAPITAL SECURITY AND CONSERVATION OFFICERS 152

LETTER OF UNDERSTANDING #27 BETWEEN MSEA AND STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER—ARTICLE 39—ANNUAL LEAVE DONATION 152

LETTER OF UNDERSTANDING #28 HAND WRITING ANALYSIS 153

LETTER OF UNDERSTANDING #29 JOINT HEALTHCARE COMMITTEE 153

LETTER OF UNDERSTANDING #33 154

LETTER OF UNDERSTANDING #35 FEDERAL EXCISE TAX IMPLICATIONS 154

LETTER OF UNDERSTANDING #36 WELLNESS 155

LETTER OF UNDERSTANDING #39 OTHER ELIGIBLE ADULT INDIVIDUAL- HEALTH INSURANCE ARTICLE 43 SECTIONS D, E, F, H & L.... 155

LETTER OF UNDERSTANDING #40 UNION USE OF STATE’S E-MAIL SYSTEM PILOT PROGRAM 156

LETTER OF UNDERSTANDING #42 ARTICLE 4, SECTION B.2, INFORMATION PROVIDED TO MSEA 157

LETTER OF UNDERSTANDING #44 157

LETTER OF UNDERSTANDING #45 DENTAL AND VISION INSURANCE COVERAGE FOR ADULT CHILDREN UNDER AGE 26 157

INDEX 159

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

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 Michigan State Employees Association (hereinafter referred to as "MSEA"), as exclusive representative of employees employed by the State of Michigan and as specifically set forth in Article 3, shall be effective when it has been ratified by the Employer and MSEA and approved by the Civil Service Commission.

All non-economic provisions contained in this Agreement will be effective according to their terms upon ratification. 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.

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

ARTICLE 2
PURPOSE AND INTENT

A. It is the purpose and intent of this Agreement to provide for the wages 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 supersede: (1) conflicting rules and regulations of the Civil Service Commission pertaining to wages and terms and conditions of employment that are mandatory subjects of bargaining; 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 MSEA and approved by the Civil Service Commission.

C. No individual employee or group of employees, acting independently of MSEA, nor appointing authority, department or agency acting independently of the State Employer, may alter, amend, modify, or disregard 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

ARTICLE 3

1 life of this Agreement unless altered by mutual consent of the Employer and the MSEA
2 and approved by the Civil Service Commission.

3 **ARTICLE 3**
4 **RECOGNITION**

5 **A. Representation Units.**

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

9 Labor & Trades Unit - certified March 27, 1979

10 Safety & Regulatory Unit - certified September 14, 2001

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

15 **B. Classifications.**

- 16 1. The parties will review and at the request of MSEA meet to discuss the abolishment
17 of existing Unit classifications as well as all new or revised Bargaining Unit
18 classifications and sub-class codes. Any other new or revised classifications, selective
19 position requirements and sub-class codes consisting in part of duties of existing Unit
20 classifications and all supervisory classifications of Unit classes shall also be reviewed
21 and discussed at the request of MSEA.
- 22 2. When the Employer recommends creation of a new classification, selective position
23 requirements and/or sub-class codes, the Employer shall give concurrent notice to
24 MSEA describing the class created, the number of positions, proposed salary range
25 and the Bargaining Unit into which the Employer believes the new class should be
26 placed.
- 27 3. The MSEA shall receive concurrent copies of recommendations or requests to Civil
28 Service to abolish, modify or create Bargaining Unit classifications, selective position
29 requirements and sub-class codes, classifications consisting in part of duties of
30 existing Unit classifications, and all supervisor classifications of Unit classes, sent to
31 Civil Service by departments or the Office of the State Employer. All copies of
32 recommendations by MSEA to abolish, modify or create classifications, selective
33 position requirements and sub-class codes shall be forwarded to the Office of the
34 State Employer. The inclusion or exclusion of newly created classifications shall be
35 resolved in accordance with the Civil Service Rules and Regulations.
- 36 4. Existing Representational Unit positions shall not be excluded from the Bargaining
37 Units by or at the request of the Employer, without prior agreement of the parties. If
38 no agreement is reached, the matter will be resolved through a Unit clarification

1 hearing or such other hearing as may be established by the Civil Service Rules and
2 Regulations.

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

10 **C. Appointment Duration.**

11 The parties agree that Appendix C describes the appointment duration of employees
12 covered by this Agreement and such definitions and benefit coverages are, hereby,
13 incorporated into this Agreement by reference and shall constitute the sole applicable
14 definitions and benefit descriptions thereof.

15 When the Employer fills a limited term appointment the Employer shall notify the MSEA.
16 When a limited term appointment is to be extended, the Employer will provide advance
17 notice to the MSEA no less than ten (10) working days prior to the effective date of the
18 extension. Disputes regarding notice shall not be grievable.

19

20

21

ARTICLE 4
ASSOCIATION RIGHTS

22 **A. Aid to Other Organizations.**

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

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

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

37 MSEA agrees not to use any service or privilege provided in this Article for purposes of
38 organization or political activity in violation of this Agreement, Civil Service Commission

ARTICLE 4

1 Rules and Regulations, or applicable State Law. Violation of this provision shall constitute
2 the basis of revoking such services or privileges.

3 **B. Information Provided to MSEA.**

- 4 1. The Employer agrees to furnish to MSEA in electronic format a biweekly transactions
5 report listing employees in these Units who are hired, rehired, reinstated, transferred
6 into or out of the Bargaining Unit(s), transferred between Agencies and/or
7 Departments, promoted, reclassified, downgraded, placed on leaves of absence(s) of
8 any type including disability, placed on layoff, recalled from layoff, separated (including
9 retirement), who have been added to or deleted from the Unit(s) covered by this
10 Agreement, or who have made any changes in Employee Organization deductions.
11 This report shall include the employee's name, employee identification number,
12 employee status code, job code description (class/level), personnel action and reason
13 and effective start/appointment and end/expiration date, process level and former or
14 new Department/Agency.
- 15 2. The Employer will provide to MSEA in electronic format a biweekly demographic report
16 which shall contain the following information for each employee in the Bargaining
17 Unit(s): the employee's name, employee identification number, street address, city,
18 state, zip code, job code description (class, level and sub-class code), sex, race, birth
19 date, hire date, department, agency, TKU, Union deduction code and amount, status
20 code (appointment code), position code, leave of absence/layoff effective date,
21 continuous service hours, county code, Unit code and hourly rate. The parties agree
22 that this provision is subject to any prohibition imposed upon the Employer by courts
23 of competent jurisdiction.
- 24 3. Membership dues and Agency Shop deductions for each biweekly pay period shall be
25 remitted to the designated Executive Officer of MSEA, with an alphabetical list of
26 names, by Department and Agency, of all enrollments, cancellations with departure
27 coding, when available, deduction changes, additional deductions, name and/or
28 employee identification number change, after the close of the pay period of deduction.
29 The Employer shall provide to the Executive Officer of MSEA an alphabetical listing,
30 by Department and Agency, identifying those employees who have valid dues
31 deduction authorization on file with the Employer from whose earnings no deduction
32 of dues was made. Unavoidable delays shall not constitute a violation of this
33 Agreement.
- 34 4. The reports listed in Subsections 1, 2 and 3 above shall be provided in hard copy form
35 or other format, including electronic data transfer.

36 **C. Bulletin Boards.**

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

1 feet. The Employer will continue providing bulletin boards provided under prior
2 agreements with the MSEA and they need not conform to the normal size.

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

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

- 10 1. MSEA recreational and/or social affairs;
- 11 2. MSEA appointments;
- 12 3. MSEA election information;
- 13 4. Results of MSEA elections;
- 14 5. MSEA meetings;
- 15 6. Rulings or policies of MSEA;
- 16 7. Reports of MSEA standing committees;
- 17 8. Any other material authorized by the Employer or his/her designee and the President
18 or his/her designee.

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

26 **D. Mail Service.**

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

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

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

ARTICLE 4

1 Mail must originate from:

2 1. Employee to employee;

3 2. Steward to employee;

4 3. Employee to Steward;

5 4. Employee or Steward to Department or Agency personnel.

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

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

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

17 **E. MSEA Information Packet.**

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

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

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

34 **G. Telephone Directory.**

35 The Employer agrees to publish free of charge the telephone numbers and business
36 addresses of MSEA Offices in the next State of Michigan telephone directory as published
37 by the Department of Technology, Management and Budget. Such listing shall include
38 the identification of a reasonable number of MSEA staff/officers. The Employer agrees to

1 extend the right provided in this Section to any new full time staff offices operated by
2 MSEA. This shall not apply to office space granted pursuant to Section H of this Article.
3 The listing of MSEA Central Office and MSEA spokespersons in a departmental
4 telephone directory shall be a proper subject of secondary negotiations only upon mutual
5 agreement of the Union and the departmental Employer.

6 **H. Office Space.**

7 The Employer agrees to continue to provide reasonable office space in institutional
8 settings where such office space is currently provided. For purposes of this Section only,
9 an institutional setting refers to a round-the-clock residential site. Confidentiality of the
10 records and the access to that office space is an appropriate subject for secondary
11 negotiations. In addition, where office space is not currently provided, the Employer
12 agrees that, subject to its availability, office space and the confidentiality of records and
13 access to that space at those institutional settings is an appropriate subject for secondary
14 negotiations.

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

20 Subject to the following, all office space currently being used by MSEA under this Section
21 may continue to be used, provided that the following paragraph of this Section may be
22 invoked by the Employer.

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

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

35 **I. Access to Premises by MSEA Representatives**

36 The Employer agrees that non-employee Officers and Representatives of MSEA shall be
37 admitted to the non-public portions of the premises of the Employer during working hours
38 and upon arrival will give notice to the designated Employer Representative unless a
39 different procedure is agreed to in secondary negotiations. Such visitation shall only be
40 for the purpose of participating in Labor-Management Meetings, conducting MSEA
41 internal business related to these Bargaining Units on non-work time of all participants,

ARTICLE 4

1 interviewing grievants, attending grievance hearings/conferences, and for other reasons
2 related to the administration of this Agreement. Only designated non-work and meeting
3 areas may be used for this purpose. Exceptions shall be only with Employer permission.
4 Employee representatives shall have access to the premises in accordance with this
5 Agreement.

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

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

15 **J. MSEA Presentation.**

16 During a planned orientation of a new Representational Unit employee(s), MSEA shall be
17 given an opportunity to introduce one local MSEA Representative or one central MSEA
18 Staff Representative to speak briefly to describe MSEA, its rights and obligations as an
19 exclusive representative. One (1) Employer Representative may attend said presentation
20 as an observer, but shall not participate in and/or interfere with the MSEA presentation.
21 No partisan political material, nor materials ridiculing individuals by name or obvious direct
22 reference or defamatory or detrimental to the Employer shall be contained in such
23 presentation. Violation of this prohibition shall be cause for suspension and/or revocation
24 of this right by the Employer.

25 The MSEA Representative making the presentation, shall be designated by MSEA. If the
26 orientation is conducted off the work premises, the MSEA Representative shall have an
27 opportunity to participate in accordance with this Section. An MSEA Representative will
28 be allowed thirty (30) minutes for an individual presentation or forty-five (45) minutes for
29 a group presentation.

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

32 The Employer will notify MSEA whenever a new employee is to be added to any
33 Bargaining Units represented by MSEA. Such notification shall be submitted to the MSEA
34 Central Office within thirty (30) calendar days from date of hire.

35 **K. Picketing.**

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

40 1. Picketing will be peaceful and non-threatening.

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

10 **L. Employee Organization Activity.**

11 Bargaining Unit employees, including MSEA Officers and Representatives, and
12 authorized non-employee MSEA Representatives, shall not conduct any MSEA activities
13 or MSEA business on State work time or at State work locations except as specifically
14 authorized by the provisions of this Agreement. Any paid leave provided by the Employer
15 for such union activities, is governed by Civil Service Rules and Regulations. However,
16 the Employer agrees that messages for MSEA officers and representatives shall be
17 received and forwarded in a timely manner.

18

19

20

ARTICLE 5
MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 5

1 out the Agency's mission. However, if such determinations alter conditions of
2 employment to produce substantial adverse impact upon employees, the modification
3 and remedy of such resulting impact from changes in conditions of employment shall
4 be subject to negotiation requirements. Such negotiations shall not be required where
5 the action of the Employer is governed by another Article of this Agreement.

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

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

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

15 It is agreed by the parties that none of the management rights noted above or any other
16 management rights shall be subjects of negotiation during the term of this Agreement;
17 provided, however, that such rights must be exercised consistently with the other
18 provisions of this Agreement.

19 This Agreement, including its supplements and exhibits attached hereto (if any),
20 concludes all negotiations between the parties during the term hereof, and satisfies the
21 obligation of the Employer to bargain during the term of this Agreement. MSEA
22 acknowledges and agrees that the bargaining process, under which this Agreement has
23 been negotiated, is the exclusive process for affecting terms and conditions of
24 employment at both primary and secondary levels, and such terms and conditions shall
25 not be addressed under the Conference Procedure of the Civil Service Commission Rules
26 and Regulations.

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

ARTICLE 7
MSEA BUSINESS AND ACTIVITIES

A. Time Off for MSEA Business.

1. Union Leave is a prohibited subject of bargaining and governed by Civil Service Rules and Regulations.
2. To the extent that attendance for MSEA business does not substantially interfere with the Employer's operation, properly designated MSEA Representatives, regardless of shift assignment, shall be allowed time off without pay for the following: MSEA Board of Directors Meetings, MSEA Executive Council Meetings, state or area-wide MSEA Committee Meetings, MSEA General Assembly, MSEA sponsored training and other 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 Association 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.

3. 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 a function listed in Paragraph 2 above to his/her immediate supervisor, at least two (2) work days before the start of the pay period in which the leave is to be used, or in advance of the date that work schedules must be established.

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

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

4. The employee may utilize any accumulated time (compensatory or annual) in lieu of taking such time off without pay. Employees who are not at or near their annual leave cap and who also have accrued compensatory leave hours may, at the employee's request, utilize annual leave and not compensatory leave. Employees shall be permitted annual leave absence from work for such MSEA business only up to a maximum of their accrued credits. Any paid leave provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations.

1 **B. MSEA Officers.**

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

8 Except as may be mutually agreed to during secondary level negotiations, such members
9 shall furnish their immediate supervisor with written notification of their intent to attend
10 MSEA Board Meetings at least two (2) work days before the start of the pay period in
11 which the leave is to be used, or two (2) work days in advance of the date that work
12 schedules must be established. Any paid leave provided by the Employer for such union
13 activities, is governed by Civil Service Rules and Regulations.

14 **C. Time Off During Working Hours.**

15 Union leave is a prohibited subject of bargaining and governed by Civil Service Rules and
16 Regulations. Employees shall be allowed time off during working hours to attend
17 grievance hearings, labor-management committee meetings, disciplinary conferences,
18 Agency level grievances, scheduled negotiations both primary and secondary, impasse
19 panel proceedings, Health and Safety, Joint Healthcare, and Fire and Safety committee
20 meetings and/or meetings called or agreed to by the Employer, such employees are to
21 attend such meetings by virtue of being MSEA Representatives, departmental caucus
22 spokespersons, Stewards, witnesses, and/or grievants, except in the case of justified
23 emergency as claimed by the Appointing Authority. Any paid leave provided by the
24 Employer for such union activities, is governed by Civil Service Rules and Regulations.

25 **D. Union Leave Approval Procedures.**

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

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

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

40 Where an employee wishes to attend an MSEA General Assembly as listed above, and
41 the employee desires a change in schedule with another employee capable of performing

ARTICLE 8

1 the work, the appropriate supervisor will make a reasonable effort to approve the
2 voluntary change of schedule between the two employees providing such a change does
3 not result in overtime. Any paid leave provided by the Employer for such union activities,
4 is governed by Civil Service Rules and Regulations.

5 **E. Reporting Time.**

6 As required by the Civil Service Commission Rules and Regulations, each employee who
7 engages in any activities on behalf of the MSEA shall not report such time as “actual-duty
8 time.”

9 **ARTICLE 8** 10 **GRIEVANCE PROCEDURE**

11 **A. General.**

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

19 2. Employees shall have the right to present grievances in person or through a
20 designated MSEA Representative at the appropriate step of the grievance procedure.
21 No discussion shall occur on the grievance until the designated MSEA Representative
22 has been afforded a reasonable opportunity to be present at any grievance meetings
23 with the employee(s). Upon request, a supervisor will assist a grievant in contacting
24 the designated Steward or Representative. Any settlement reached shall be
25 communicated to MSEA and shall not be inconsistent with the provisions of this
26 Agreement. At a Step One Grievance Conference the Representative shall be the
27 Steward, or an MSEA Representative, in accordance with Article 18, if requested by
28 the grievant or Steward. At a Step Two Grievance Conference the MSEA
29 Representative shall be the Steward and an MSEA Representative, in accordance
30 with Article 18, if so requested.

31 3. Only related subject matters shall be covered in any one grievance. A grievance shall
32 contain the clearest possible statement of the grievance by indicating the issue
33 involved, the relief sought, the date the incident or alleged violation took place, and
34 the specific Section or Sections of this Agreement involved, if any. The grievance shall
35 be presented to the designated Employer representative on a mutually agreed upon
36 form furnished by the Employer and MSEA and signed and dated by the grievant(s).

37 4. All grievances shall be presented promptly and no later than fifteen (15) week days
38 from the date the grievant knew or could reasonably have known of the facts or the
39 occurrence of the event giving rise to the alleged grievance. Week days, for the
40 purpose of this Article, are defined as Monday through Friday inclusive, excluding
41 holidays.

- 1 5. When an individual grievant(s) or MSEA respectively is satisfied with the resolution of
2 a grievance offered by the Employer, processing the grievance will end, provided that
3 the resolution is consistent with this Agreement.
- 4 6. MSEA, through an authorized Officer or Representative, in accordance with Article 18,
5 may grieve an alleged violation concerning the application or interpretation of this
6 Agreement in the manner provided herein. Such grievance shall identify, to the extent
7 possible, employees affected. MSEA may itself grieve alleged violations of Articles
8 conferring rights solely upon the Association.
- 9 7. Grievances which by nature cannot be settled at a preliminary step of the grievance
10 procedure may, by mutual waiver of a lower step, be filed at an agreed upon advanced
11 step where the action giving rise to the grievance was initiated or where the relief
12 requested by the grievance could be granted.
- 13 8. Group grievances are defined as, and limited to, those grievances which cover more
14 than one employee and which pertain to like circumstances and facts for the grievants
15 involved. Group grievances shall, insofar as practical, name all employees and/or
16 classifications and all work locations covered and may, by mutual agreement at Step
17 One be submitted to Step Two. Group grievances shall be so designated at the first
18 appropriate step of the grievance procedure, although names may be added or
19 deleted prior to a third step hearing. Group grievances involving more than one
20 Department shall identify all Departments involved. MSEA shall, at the time of filing
21 such a grievance, also provide a copy to the Office of the State Employer.
- 22 9. It is expressly understood and agreed that the specific provisions of this Agreement
23 take precedence over policy, rules, regulations, conditions and practices contrary
24 thereto, except as otherwise provided in the Civil Service Commission Rules and
25 Regulations.
- 26 10. There shall be no appeal beyond Step Two on initial probationary service ratings or
27 involuntary separation of initial probationary employees which occur during or upon
28 completion of the probationary period.
- 29 11. Counseling memoranda, annual service ratings and reprimands are not appealable
30 beyond Step Two, but less than satisfactory interim service ratings grievances of
31 employees having completed the initial probationary period are appealable to Step
32 Three.
- 33 12. In the Department of Corrections only, written reprimands may be appealed to
34 arbitration only:
 - 35 - When a written reprimand has been timely grieved, and,
 - 36 - the grievance has not been answered at Step Two prior to discipline being
37 appealed to arbitration, and,
 - 38 - that written reprimand is used to support further progressive discipline (which
39 discipline would be by definition appealable to arbitration), and,

ARTICLE 8

1 - which discipline is, in fact, appealed to arbitration.

2 The merits of the grievance concerning that written reprimand may be heard during
3 arbitration.

4 All other written reprimands are not eligible for appeal to arbitration.

5 13. The parties agree that as a principle of contract interpretation, employees shall give
6 full performance of duty while a non-dismissal and non-suspension grievance is being
7 processed.

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

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

12 **B. Grievance Steps.**

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

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

1 held, such meeting shall be held within fifteen (15) week days of receipt of the grievance
2 at Step Two.

3 **Step Three.** If not satisfied with the Employer answer in Step Two, only MSEA may
4 appeal the grievance to arbitration within forty-five (45) week days from the date of the
5 Department's answer in Step Two. All appeals to arbitration of disciplinary grievances
6 involving suspension, discharge, demotion, or less than satisfactory service rating shall
7 be accompanied by documentation in accordance with Section H of this Article. If an
8 unresolved grievance is not timely appealed to arbitration, it shall be considered
9 terminated on the basis of the Employer's Step Two answer without prejudice or
10 precedent in the resolution of future grievances. The parties may propose consolidation
11 of grievances containing similar issues.

12 At the request of MSEA following a second step denial, a Representative, in accordance
13 with Article 18, of MSEA and of the Department where the grievance originates will
14 discuss the matter. An effort shall be made in such discussions to arrive at fair and
15 equitable grievance settlements to avoid the necessity of arbitration. Such settlements, if
16 reached, shall be confirmed in writing when agreed to by the Employer and MSEA.

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

21 2011 bargaining produced the selection process for the panel of arbitrators. Within thirty
22 (30) week days after approval of this Agreement, MSEA and the Office of the State
23 Employer shall simultaneously exchange the names of ten (10) labor arbitrators (who are
24 members of the National Academy of Arbitrators, or on the American Arbitration
25 Association, the Federal Mediation and Conciliation Service or Michigan Employee
26 Relations Commission Rolls). Each party shall then have the right to strike five names
27 from the other party's list. The remaining names shall be the pool of arbitrators to be used
28 for all grievances. Any arbitrator nominated by both parties shall serve on the panel.
29 Should a selected arbitrator decline to serve on or removes themselves from the panel,
30 the party proposing the name may submit another name of an arbitrator to be considered
31 by the other party.

32 Once the panel is established the names will be listed in alphabetical order. Assignments
33 shall be in a rotational order.

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

38 The Office of the State Employer shall provide copies of the request for arbitration to the
39 affected Department and the Union. Each request for arbitration shall require that the
40 Arbitrator schedule and hold the hearing within one hundred twenty (120) calendar days
41 of receipt of the request for arbitration. The parties shall set aside normal business in
42 order to schedule and hold the hearing within this time frame. By mutual written

ARTICLE 8

1 agreement, the parties may waive the one hundred twenty (120) calendar day time limit.
2 Upon receipt of notice from the Arbitrator that the one hundred twenty (120) calendar day
3 time limit cannot be met, the Office of the State Employer shall notify MSEA and send a
4 second request for arbitration to the next Arbitrator on the list.

5 Before the arbitration hearing, and upon request of either party, the Office of the State
6 Employer shall schedule a meeting with MSEA and the Department to mediate the
7 grievance. A good faith effort shall be made in such discussions to arrive at a fair and
8 equitable resolution to the grievance . Any resolution shall be confirmed in writing when
9 agreed to by the Union and the Office of the State Employer.

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

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

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

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

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

34 The decision of the Arbitrator will be final and binding on all parties to this Agreement,
35 except as otherwise provided in the Civil Service Commission Rules and Regulations.
36 Arbitration decisions shall not be appealed to the Civil Service Commission, except that
37 any person may file with the State Personnel Director a complaint that the Arbitrator's
38 decision has been applied or interpreted to violate or otherwise rescind, limit, or modify a
39 Civil Service Commission Rule or Regulation governing a prohibited subject of
40 bargaining. When the Arbitrator declares a bench decision, such decision shall be
41 rendered in writing within fifteen (15) calendar days from the date of the arbitration
42 hearing. The written decision of the Arbitrator shall be rendered within thirty (30) calendar

1 days from the closing of the record of the hearing. The written decision of the arbitrator
2 shall be communicated to the advocates and the Office of the State Employer in electronic
3 format.

4 **Expedited Arbitration.**

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

20 **C. Time Limits.**

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

25 Grievances not appealed within the designated time limits in Steps One or Two of the
26 grievance procedure will automatically result in the grievance being considered closed.
27 Grievances not answered by the Employer within the designated time limits in any step
28 of the grievance procedure shall be considered automatically appealable and processed
29 to the next step. Where the Employer does not provide the required answer to a grievance
30 within the time limit provided at Steps One or Two, the time limits for filing at the next step
31 shall be extended for ten (10) additional week days. The time limits at any step or for any
32 hearing may be extended by written mutual agreement of the parties involved at that
33 particular step.

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

ARTICLE 8

1 **D. Retroactivity.**

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

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

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

19 **E. Exclusive Procedure.**

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

25 **F. Processing Grievances.**

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

28 When such preparation is not possible, the grievant or group grievance representative(s)
29 and the designated representative will be permitted a reasonable amount of time, not to
30 exceed one (1) hour without pay, for consultation and preparation prior to any scheduled
31 grievance step meeting during their regularly scheduled hours of employment. Overtime
32 is not authorized. Any paid leave provided by the Employer for such union activities is
33 governed by Civil Service Rules and Regulations.

34 One (1) designated Steward and the grievant will be permitted to process a grievance
35 without pay. In a group grievance a Steward or MSEA Representative, and up to two (2)
36 grievants shall be entitled to appear without pay to represent the group. The Steward or
37 MSEA Representative must be employed at one of the work sites represented in the
38 grievance. In group grievances involving more than one Bargaining Unit and/or more than
39 one Department, the group shall be represented by two (2) employee grievants and a
40 MSEA Representative, in accordance with Article 18, and/or attorney. Any paid leave

1 provided by the Employer for such union activities is governed by Civil Service Rules and
2 Regulations.

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

7 **G. Discipline.**

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

14 **H. Documents and Witnesses Required for Arbitration.**

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

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

27 Employees required to testify will be made available without loss of pay; however,
28 whenever possible, they shall be placed on call to minimize time lost from work.
29 Employees who have completed their testimony shall return promptly to work when their
30 testimony is concluded. The intent of the parties is to minimize time lost from work.

31 **I. Grievance Conduct.**

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

36 **J. Civil Service Commission Rule Limitation on the Grievance Procedure.**

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

ARTICLE 9

- 1 None of the following disputes can be adjudicated in a grievance procedure authorized in
2 a Collective Bargaining Agreement, but can only be adjudicated in a Civil Service
3 Commission forum under the exclusive procedures provided for in the Civil Service
4 Commission Rules and Regulations:
- 5 1. A grievance by an employee who is aggrieved by the abolition or creation of a position;
6 assumption of a position; an arbitrary and capricious lateral job change resulting in
7 substantial harm; the application of employment preference or recall rights; the
8 employer's exercise of any other right to assign staff, including scheduling, shift
9 assignment, overtime assignment, or seniority calculation; or the rescission of a
10 probationary appointment.
 - 11 2. A grievance by an employee disciplined or denied the use of sick and annual leave
12 for striking.
 - 13 3. A complaint including, but not limited to, a grievance, technical appeal, or labor
14 relations appeal, against the Civil Service Commission, or an employee of the Civil
15 Service Commission.
 - 16 4. A complaint including, but not limited to, a grievance, technical appeal, or labor
17 relations appeal, arising out of or related to a prohibited subject of bargaining.
 - 18 5. Any matter or dispute in which Civil Service Commission Rules or Regulations provide
19 an exclusive procedure or forum for the resolution of the matter or dispute.

20
21

ARTICLE 9 **DISCIPLINARY ACTION**

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

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

A. Investigation and Representation.

29 Allegations or other assertions of failure of proper employee conduct or performance are
30 not charges, but constitute a basis for appropriate investigation by the Employer. The
31 parties agree that disciplinary action must be supported by timely and accurate
32 investigation. For purposes of this Article, investigation to determine whether disciplinary
33 action should be taken is timely when commenced within twenty (20) week days following
34 the date on which the Employer had reasonable basis to believe that such investigation
35 should be undertaken. The Employer will make reasonable efforts to conclude
36 investigations as soon as practicable.

37 The Employer shall provide notice in writing of the investigative conference/interview, at
38 the beginning of the investigatory conference/interview the designated Union
39 Representative shall be given a copy of any prepared investigation questions to be asked

1 during the conference/interview. This shall in no way limit the questions the Employer
2 may ask during the conference/interview. In the event the investigatory
3 conference/interview is not completed, the Union Representative shall return the copy of
4 the investigation questions. Upon reconvening the investigatory conference/interview the
5 investigation questions will be returned to the Union Representative. The investigation
6 questions will be retained by the Union Representative upon completion of the
7 interview/conference.

8 The employee shall not be subjected to questioning by more than one
9 supervisor/investigator at a time.

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

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

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

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

36 **B. Disciplinary Action and Conference.**

37 1. Whenever an employee is to be formally charged with a violation of any obligation,
38 rule, regulation or policy, or charges are in the process of being prepared, a
39 Disciplinary Conference shall be scheduled and the employee shall be notified in
40 writing forty eight (48) hours prior to the conference of the claimed violation and
41 disciplinary penalty or possible penalty contemplated. Nothing shall prevent the

ARTICLE 9

1 Employer from withholding a penalty determination until after the Disciplinary
2 Conference provided herein has been completed.

3 Whenever it is determined that disciplinary action is appropriate, a Disciplinary
4 Conference shall be held with the employee at which the employee shall be entitled
5 to MSEA representation. The Employer agrees to provide a courtesy copy of the
6 notice of disciplinary conference to the MSEA if the contemplated discipline is a
7 suspension of three (3) days or more, or dismissal. The Representative must be
8 notified and requested by the employee. If representation is not desired by the
9 employee, a statement of waiver of representation will be signed by the employee. A
10 copy of the waiver will be forwarded to the MSEA Central Office. No Disciplinary
11 Conference shall proceed without the presence of a requested Representative or the
12 waiver signed by the employee. The Representative shall be a local Steward, or a
13 MSEA Representative, in accordance with Article 18, so that scheduling of the
14 Disciplinary Conference shall not be delayed. The employee shall be informed in
15 writing, of the nature of the charges against him/her and the reasons that disciplinary
16 action is intended or contemplated. Except in accordance with Sections C.2. and D.
17 of this Article, an employee shall be promptly scheduled for a Disciplinary Conference.
18 The Employer shall provide one copy of all written documents and provide access to
19 any non-written material being used as the basis for determining disciplinary action,
20 at the commencement of the disciplinary conference. If the Employer determines it is
21 appropriate to provide a copy of the non-written material, it shall be provided.
22 Questions by the employee or Representative will be fully and accurately answered
23 at such meeting to the extent possible. Response of the employee, including his/her
24 own explanation of an incident if not previously obtained, or mitigating circumstances,
25 shall be received by the Employer. The employee shall have the right to make a written
26 response to the results of the Disciplinary Conference which shall become a part of
27 the employee's file.

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

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

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

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

- 6 4. Any employee who alleges that disciplinary action is not based upon just cause may
 7 appeal such action in accordance with the grievance procedure. Reassignment of an
 8 employee at the same level, and work location if feasible, incidental to a disciplinary
 9 action upheld or not appealed shall not be prohibited or appealed, provided the
 10 possibility of such reassignment was stated to the employee in the notice of
 11 disciplinary action. However, the Employer retains the option to reassign as part of the
 12 administration of discipline for just cause.
- 13 5. Any performance evaluation, record of counseling, reprimand, or document to which
 14 an employee is entitled under this Agreement shall not be part of the employee's
 15 official record until the employee has been offered or given a copy.

16 **C. Emergency Disciplinary Action.**

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

18 Nothing in this Article shall prohibit the Employer from the imposition of an emergency
 19 disciplinary suspension and/or removal of an employee from the premises in cases
 20 where, in the judgment of the Employer, such action is warranted. As soon as
 21 practicable thereafter, investigation and the Disciplinary Conference procedures
 22 described herein shall be undertaken and completed. An Appointing Authority may
 23 suspend an employee for investigation. The suspension shall be superseded by
 24 disciplinary suspension, dismissal, or reinstatement within seven (7) calendar days
 25 unless extended by the Appointing Authority. Notice of the extension shall be
 26 concurrently served upon MSEA and the employee, stating the reasons therefore. If
 27 disciplinary action is not taken against an employee within the seven (7) days (or
 28 extension), the employee shall receive full pay and benefits for the period of temporary
 29 suspension.

30 2. **Suspension for Criminal Charge.**

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

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

38 Nothing herein shall prevent an employee from grieving the reasonableness of a
 39 suspension under this Subsection, where the employee contends that the charge does
 40 not arise out of the job, or is not related to the job, except that suspension for a felony
 41 charge shall not be appealed. An employee who has been tried and convicted on the

ARTICLE 10

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

17 **D. Resignation in Lieu of Disciplinary Action.**

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

26 **E. Suspension for Investigation.**

27 The Employer may relieve an employee from duty for investigation. A suspension shall
28 be with pay and be superseded by disciplinary suspension or dismissal, or by
29 reinstatement, within seven (7) calendar days or within such extension, as may be
30 approved by the department Personnel Director or his/her designee in writing
31 concurrently to the MSEA Central Office. Where a subsequent disciplinary suspension
32 results, the Employer may count the days of suspension for investigation as part of the
33 penalty.

34 **F. Suspension for Felony Charges.**

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

37 **ARTICLE 10** 38 **COUNSELING AND PERFORMANCE REVIEW**

39 The intent of performance review and counseling is to inform and instruct employees as
40 to requirements of performance and/or conduct.

1 **A. Performance Discussion or Review.**

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

7 **B. Informal Counseling.**

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

13 **C. Formal Counseling.**

- 14 1. When in the judgment of the Employer, formal counseling is necessary, it may be
15 conducted by an appropriate supervisor. Formal counseling may include a review of
16 applicable standards and policies, actions which may be expected if performance or
17 conduct does not improve, and a reasonable time period established for correction
18 and review. A narrative description of formal counseling will be prepared on a record
19 of counseling form, a copy of which will be given to and signed for by the employee
20 and a copy kept in the employee's personnel file. The employee's signature indicates
21 only that the employee has received a copy, shall not indicate that the employee
22 necessarily agrees therewith, and shall so state on the form. Formal counseling is
23 grievable in accordance with Article 8 through Step Two.
- 24 2. An employee shall not have the right to a designated MSEA Representative during
25 counseling.
- 26 3. Formal counseling may not be introduced in a Disciplinary Conference except to
27 demonstrate, if necessary, that an employee knew or knows what is expected of them.
- 28 4. The distinction between informal and formal counseling shall be maintained and a
29 counseling memo, if any, shall be considered formal.

30 **D. Removal of Records.**

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

ARTICLE 11

1 **E. Relationship to Disciplinary Action.**

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

5 **ARTICLE 11**
6 **SENIORITY**

7 **A. Seniority Definitions.**

8 Effective January 1, 2019, seniority definition is a prohibited subject of bargaining and
9 governed by Civil Service Rules and Regulations.

10 For the purposes indicated below, seniority shall consist of the total number of continuous
11 service hours of an employee in the State classified service including military service time
12 earned prior to appointment to the State classified service, and service in any excepted
13 or exempted position in State government which preceded entry into the State classified
14 service. Continuous hours shall be recorded in the Human Resources Management
15 Network (HRMN) continuous service hours counter, except that it shall not include the
16 following:

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

18 Hours in non-career appointments, on duty or non-duty disability retirement, lost time,
19 suspension, leave of absence without pay (except for military leave of absence), or layoff
20 except that school year employees in the Department of Education shall receive
21 continuous service credit for the period of seasonal layoff. Employees off work due to
22 compensable injuries or illness shall continue to accumulate seniority for the full period of
23 absence precisely as though they had been working for purposes of layoff and recall
24 credit for longevity and State contribution for retirement.

25 1. Seniority as defined above shall be used for:

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

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

1 **B. General Application.**

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

5 4. A State classified employee retired or retiring under the provisions of any State of
6 Michigan retirement system who obtains employment in a classified position shall be
7 credited with seniority in accordance with the current applicable Civil Service
8 Commission Rules. Retirement credit shall be earned in accordance with statutory
9 requirements.

10 5. An employee's continuous service record shall be broken and not bridged when the
11 employee separates from the State classified service by means other than layoff,
12 suspension, duty or non-duty disability retirement, or approved leave of absence.

13 **C. Seniority Lists.**

14 The Employer will prepare seniority lists by Department, Agency, or mail code,
15 classification and level showing the seniority of all Unit employees on the payroll as of the
16 end of the pay period preceding the preparation date. The seniority list shall be prepared
17 at the end of the first pay period in October and at the end of the first pay period in April,
18 and will be made available for review by employees. A copy of such lists shall be provided
19 to MSEA.

20 An employee or MSEA shall be obligated to notify the Employer of any error in the current
21 seniority list within fifteen (15) week days after the date such list is made available for
22 review by employees. If no error is reported within this period, the list will stand as
23 prepared and will thereupon become effective for all applications of seniority as
24 specifically provided in this Agreement. For purposes of layoff, seniority shall be
25 continuous service hours as provided herein as of three (3) weeks prior to the date the
26 layoff notices are sent to employees. Any errors in seniority which occur between the
27 finalization of the seniority lists prepared in October or April and three (3) weeks prior to
28 layoff shall be corrected if reported by the employee within fifteen (15) week days of notice
29 of layoff.

30 **ARTICLE 12**
31 **LAYOFF AND RECALL PROCEDURE**

32 **A. Layoff and Recall Information to MSEA.**

33 The Departmental Employer agrees to provide to MSEA, upon request, copies of seniority
34 lists and employment histories, which the Employer uses to complete the layoff process.

35 The Departmental Employer shall provide to MSEA, upon request, copies of recall forms
36 completed by employees.

37 The Departmental Employer agrees to provide to MSEA, upon request, copies of Recall
38 List(s) which were used to recall Bargaining Unit employees.

ARTICLE 13

1 **B. Layoff and Recall.**

2 Layoff and recall is a prohibited subject of bargaining and governed by Civil Service Rules
3 and Regulations.

4 **ARTICLE 13**

5 **ASSIGNMENT AND TRANSFER**

6 Assignment and Transfer are prohibited subjects of bargaining and governed by Civil
7 Service Commission Rules and Regulations.

8 **A. Expense Reimbursement.**

9 Employees who are reassigned with relocation shall receive reimbursement for incurred
10 moving expenses in accordance with Article 37 of this Agreement. In addition, they shall
11 be allowed travel, lodging, and meal allowances in accordance with the State
12 Standardized Travel Regulations. Nothing in this Article shall preclude a Department from
13 paying expenses on a transfer with relocation.

14 **ARTICLE 14**

15 **HOURS OF WORK**

16 **A. Biweekly Work Period.**

17 The work period is defined as work days within the fourteen (14) consecutive calendar
18 days which coincide with current biweekly pay periods.

19 **B. Work Days.**

20 The work day shall consist of an assigned shift within twenty-four (24) consecutive hours
21 commencing at 12:01 a.m.

22 **C. Work Schedules.**

23 Work schedules are defined as an employee's assigned hours, days of the week, days
24 off, and shift rotation.

25 **D. Meal Periods.**

26 Assignment of staff including scheduling of meal periods, is a prohibited subject of
27 bargaining and governed by Civil Service Rules and Regulations. However, an employee
28 may request a meal period.

29 Those employees who receive an unpaid meal period and are required to work or be at
30 their work assignments and are not relieved for such meal periods shall have such time
31 treated as hours worked for the purpose of computing overtime.

1 **E. Rest Periods.**

2 Assignment of staff including scheduling of rest periods, is a prohibited subject of
3 bargaining and governed by Civil Service Rules and Regulations. However, an employee
4 may request a rest period.

5 **F. Wash-Up Time.**

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

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

12 **G. Callback.**

13 Callback is defined as the act of contacting an employee at a time other than regular work
14 schedule and requesting that the employee report for work and be ready and able to
15 perform assigned duties. Employees who are called back or whose callback time is
16 contiguous to their regular working hours and employees who are called back before they
17 have left the Employer's premises will be paid only for those hours worked. Employees
18 who are called back and whose callback hours are not contiguous with their regular
19 working hours will be guaranteed a minimum of three (3) hours compensation. Eligible
20 callback time will be paid at the premium rate. When an employee is on call and is called
21 back to work the employee shall be compensated in cash payment or compensatory time
22 in accordance with the provisions negotiated in secondaries in Article 15, Section E the
23 premium rate for the hours of callback. These provisions do not apply to (1) exempt
24 employees; (2) fruit and vegetable inspectors in the Department of Agriculture, and (3)
25 Permanent-intermittent employees, unless by virtue of the callback the employee works
26 in excess of eight (8) hours in a day or forty (40) hours in a work week.

27 **H. On-Call.**

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

36 **I. Utilization of Leave Credits and Timekeeping.**

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

ARTICLE 15
OVERTIME

A. Definitions.

1. **Exempt Employee.** An exempt employee is one who is not eligible for overtime. Exempt employees are in classifications in Appendix B shown as Code 3.
2. **Eligible Employee.** An eligible employee is one who is eligible for overtime compensation in accordance with Section B of this Article. Eligible employees are in classifications in Appendix A and B shown as Code 1 or Code 2.
3. **Overtime.** Overtime is authorized work time that an eligible employee works in excess of the applicable standard described in Section B of this Article.
4. **Work Time.** Work time is defined as all hours actually spent in pay status including travel time required by and at the direction of the Employer before, during or after the regularly assigned work day, excluding sick leave, annual leave, or union leave.
5. **Work Week.** The work week shall consist of seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 a.m., Sunday.
6. **Regular Rate.** The regular rate of pay is defined as the employee's prescribed rate per hour, including any applicable shift pay, prison ("P" rate) pay, hazard pay, on-call pay and longevity pay.
7. **Overtime Rate.** The overtime rate shall be one and one-half (½) times the regular rate.
8. **Compensatory Time.** Compensatory time is authorized paid time off from work in lieu of overtime pay. Compensatory time is not charged against an employee's annual, sick or other leave bank.

B. Eligibility for Overtime Credit.

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

1. An employee in a classification indicated as Code 1 in Appendices A or B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of (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 2 in Appendix B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of forty (40) hours of work in a work week.
3. An employee in a classification indicated as Code 1 or Code 2 in Appendices A or 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.

- 1 4. The issue of compensating an employee in a classification indicated as Code 1 or
2 Code 2 in Appendices A or B employed at an Agency/Facility in the Department of
3 Health and Human Services hospitals and centers, or Military and Veterans Affairs at
4 the overtime rate for all authorized work time in excess of eight (8) hours of work time
5 in a day or eighty (80) hours of work time in a biweekly work period, shall be a proper
6 subject for secondary negotiations only upon mutual agreement.
- 7 5. Employees designated as law enforcement officers in Appendix B shall be
8 compensated at the overtime rate for all authorized hours of work time in excess of
9 eighty (80) in a biweekly work period.
- 10 6. An eligible employee may receive compensatory time off in accordance with the
11 provisions negotiated in secondaries in Article 15 Section E, at time and one-half (1
12 ½) for overtime hours worked within the pay period in lieu of cash payment for such
13 hours worked.

14 **C. Overtime Compensation.**

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

18 **D. Pyramiding.**

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

23 **E. Compensatory Time.**

24 Current systems of accumulating and using compensatory time shall continue if
25 consistent with this Article. The issues of accumulation and use of compensatory time for
26 any classification covered by this Agreement will be subject to secondary negotiations.

27 When compensatory time credits have been earned by an employee for overtime work or
28 work performed on a holiday, such time shall be used at the convenience of the employee
29 subject to supervisory approval based on criteria applicable to annual leave. However, if
30 the Employer does not permit the employee to use accrued compensatory time credits
31 before the end of the fiscal year in which the credits have been earned, the employee
32 may be paid in cash at the regular rate for the compensatory time credits unused at the
33 end of the fiscal year, except as may be determined in secondary negotiations.

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

ARTICLE 16

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

5 **ARTICLE 16**
6 **LEAVES OF ABSENCE**

7 **A. Eligibility.**

8 1. Employees shall have the right to request a leave of absence without pay in
9 accordance with the provisions of this Article after the successful completion of their
10 initial probationary period.

11 2. Employees may also be eligible for a leave of absence in accordance with provisions
12 of the Family and Medical Leave Act (see Letter of Understanding). Provisions of the
13 Act, that may run concurrent to the provisions of this Article, shall not diminish the
14 provisions of the Article.

15 **B. Request Procedure.**

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

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

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

25 **C. Approval.**

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

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

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

37 1. **Educational Leaves of Absence.** The Employer may approve an individual
38 employee's written request for a full-time educational leave of absence without pay for

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

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

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

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

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

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

ARTICLE 16

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

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

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

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

12 b. If the requested leave of absence is for the purpose of permitting the employee to
13 serve in an elective or appointive office with MSEA, the request shall state what
14 the office is, the term of such office and its expiration date. This leave may cover
15 the period from the initial date of election or appointment through the expiration of
16 the term of office.

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

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

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

37 7. **Maternity/Paternity Leave.** Upon written request an employee shall, after the birth of
38 his/her child, or adoption of an infant under twelve (12) months of age, be granted
39 maternity/paternity leave for up to six (6) months. Maternity leave shall commence
40 immediately following the mother's medical leave or upon adoption of an infant under
41 twelve (12) months of age. Paternity leave shall commence no later than six (6) weeks

1 following delivery or upon adoption of an infant under twelve (12) months of age. The
 2 Employer may grant an extension of such leave upon the request of the employee,
 3 based on operational needs of the Employer.

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

- 5 1. An employee returning from an approved leave of absence of six (6) months or less
 6 (other than waived rights) will be restored to a position in the employee's same
 7 classification and previous work location in the Labor and Trades Bargaining Unit or
 8 work site in the Safety and Regulatory Bargaining Unit.
- 9 2. An employee returning from an approved leave of absence of more than six (6) months
 10 (other than a waived rights) will be restored to a position in the employee's same
 11 classification and previous work location.

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

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

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

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

- 21 1. **Intent.** The parties recognize the positive role parental and other adult involvement in
 22 school and community activities plays in promoting educational and community
 23 success. The parties intend by this Section to foster employee involvement in school
 24 sponsored activities and community programs.
- 25 2. **Leave Credits.** After 1040 hours of satisfactory State service, employees in a
 26 permanent or limited term position shall annually receive eight (8) hours of paid
 27 school/community participation leave to be used in accordance with the provisions of
 28 this Section and the normal requirements for annual leave usage, provided, however,
 29 that such leave may be utilized in increments of one (1) hour if requested. The leave
 30 may be used to cover the employee's absence from their scheduled work day for
 31 reasonable travel to, from and the duration of the eligible activity or event.

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

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

ARTICLE 17

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

7 Employees shall be permitted to use annual leave and other leave credits to
8 participate in school programs and community events in accordance with the normal
9 requirements for the use of such leave. Additionally, in accordance with this
10 Agreement and to the extent that operational considerations permit, an employee
11 may, with supervisory approval, adjust his/her work schedule to allow attendance or
12 participation in school activities and community events while working the regular
13 number of work hours.

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

16
17

ARTICLE 17 **PERSONNEL FILES**

A. General.

18 There shall be only one official personnel file maintained on each employee in the
19 Representational Units covered by this Agreement. Under no circumstances shall an
20 employee's medical file be contained in the employee's personnel file; however, records
21 of personnel actions based upon medical information may be kept in personnel files.
22

B. Access.

23 Access to individual personnel files shall be restricted to authorized management
24 personnel, the employee and/or a designated MSEA Representative when authorized in
25 writing (through mail, e-mail or fax) by the employee. An employee shall have the right,
26 upon request, to review his/her personnel file at reasonable intervals, generally not to
27 exceed two (2) times in a contract year, and may be accompanied by a designated MSEA
28 Representative if the employee so desires. An employee who requests in writing (through
29 mail, e-mail or fax) one or more additional reviews shall state the purpose thereof. File
30 review shall normally take place at the location of the personnel file and during the
31 Employer's normal work hours. If a review during normal work hours would require an
32 employee to take time off from work, the Employer will provide some other reasonable
33 time or place for the review. As an alternative to rearranging the time or place for
34 employee review, employees may designate, in writing (through mail, e-mail or fax) an
35 MSEA Representative to conduct such review. Upon employee request, the Employer
36 shall make and furnish a copy of documents, or parts of documents, to the employee or
37 the designated MSEA Representative. The Employer may charge a reasonable fee for
38 duplicate copies previously furnished to the employee or Union, when requests for such
39 copies become excessive.
40

1 **C. Employee Disagreements.**

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

13 **D. Employee Notification.**

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

19 **E. Non-Employment Related Information.**

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

22 **F. Confidentiality of Records.**

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

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

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

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

ARTICLE 17

1 **G. Expunging Records.**

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

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

19 **H. Confidentiality of Medical Records.**

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

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

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

ARTICLE 18
MSEA REPRESENTATION

A. MSEA Representatives and Jurisdictions.

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

1. **Work Location Definition.** For the purposes of this Article only, a work location is a county or a facility within a county, or in those instances where employees have a geographical area of assignment greater or lesser than a county, the geographical area of assignment shall be considered the work location.
2. At work locations of a Department, MSEA may designate Steward(s) to represent such employees at such work locations.
3. Where no Steward is authorized or designated, or one designated is temporarily not available, MSEA may designate any employee covered by this Agreement to act as a temporary representative, provided that if such employee is employed at another work location or in another Department he or she shall be released for such purpose subject to operational requirements. Such employee may represent employees across departmental lines. Any paid leave provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations.
4. Employees whose unplanned absence would remove service from an area shall not be designated by MSEA as a temporary representative under this Section.
5. The issue and manner of release of department caucus spokespersons to represent a Bargaining Unit member shall be a proper subject of secondary negotiations.

B. Release of MSEA Representatives.

No 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 MSEA Representative, MSEA, at its discretion, may either request an alternate MSEA Representative or have the activity postponed and rescheduled. In making such request, MSEA will provide timely representation so that the activity would not be unreasonably delayed.

C. Union Leave.

If any MSEA 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 MSEA. Such employees may be placed on "Union leave" by the Employer. They shall be relieved of all work duties during the course of such leave; and MSEA shall reimburse the State for all associated

ARTICLE 19

1 employer payroll cost of such employee(s), including wages, taxes, benefits, and
2 retirement contributions. A contract work year is defined as a twelve (12) month period.

3 The request for Union leave and the approval by the Employer and the acceptance by the
4 employee shall constitute an acknowledgment that the employee is to be considered as
5 an employee of the Union during the leave. Should an administrative board or court rule
6 otherwise, MSEA shall indemnify and hold the Employer harmless from any Worker's
7 Compensation claims by that employee arising during or as a result of the Union leave.

8 **ARTICLE 19**
9 **LABOR-MANAGEMENT COMMITTEE MEETINGS**

10 **A. Purpose.**

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

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

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

25 Department or Agency Representatives are encouraged to notify MSEA of administrative
26 changes intended by the Employer, which may significantly affect employees in
27 Represented Units covered by this Agreement and to meet with a MSEA Representative,
28 in accordance with Article 18, upon MSEA's request concerning such change. Failure of
29 the Employer to provide such information shall not prevent the Employer from making
30 such changes; however, such changes shall be proper subjects for future Labor-
31 Management Meetings. Such meetings shall not be considered or used for negotiations,
32 nor shall they be considered or used for a substitute for the grievance procedure.

33 Employees, stewards, MSEA Representatives, supervisors, managers, and department
34 representatives shall, throughout all labor-management proceedings, treat each other
35 with courtesy, and no effort shall be made by either party to harass or intimidate the other
36 party.

37 The timeframe and manner of response to agenda items shall be a proper subject of
38 secondary negotiations.

1 **B. Representation.**

2 MSEA shall designate its Representatives to such meetings in accordance with this
3 Section. The number of MSEA Representatives to participate in such meetings at all
4 levels shall be determined through secondary negotiations.

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

8 **C. Scheduling.**

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

14 **D. Status of MSEA Representatives.**

15 The greater of one designated MSEA Representative or the number of Employer
16 Representatives designated by the appointing authority for the meeting for non statewide
17 committees shall be permitted time off from scheduled work for necessary travel and
18 attendance at such meetings. MSEA may designate a greater number at the cost of the
19 Union for additional number of MSEA Representatives to attend such meetings. Based
20 on operational needs, MSEA member representatives will be authorized for no more than
21 the number of hours in their regularly scheduled work day for each day's session to cover
22 travel time, caucus time, and attendance at the Labor-Management Meeting. Leave shall
23 be allowed for a minimum of one half (1/2) an hour of caucus time prior to the meeting.
24 Travel expenses and or overtime shall not be authorized for attendance at Labor-
25 Management Committee Meetings. Any paid leave provided by the Employer for such
26 union activities, is governed by Civil Service Rules and Regulations.

27 **E. State Employer.**

28 As may be mutually agreed, the State Employer may meet with representatives of MSEA.
29 Discussions at these meetings shall include, but not be limited to, administration of this
30 Agreement.

31
32

ARTICLE 20
WORK RULES

33 In accordance with Article 5 of this Agreement, Management Rights, and in accordance
34 with the Rules of the Michigan Civil Service Commission, the Employer has the unlimited
35 right to make reasonable work rules, including, but not limited to, operational procedures
36 and guidelines, which regulate conduct, safety and health of employees. Additions to or
37 changes in work rules promulgated by the Employer which are generally applicable to
38 employees in these Units shall be provided to MSEA Central Office at least 30 calendar
39 days prior to their effective date in non-emergency situations. Should MSEA wish to
40 discuss such work rules prior to their effective date they shall so request as soon as

ARTICLE 21

1 possible but no later than 10 calendar days prior to their effective date. Work rules
2 promulgated on a local basis shall be discussed locally. Work rules promulgated on a
3 departmental level shall be discussed at the departmental level. It is the intention of the
4 parties that such discussions shall be held in an informal context and shall not require the
5 convening of a Labor-Management Committee Meeting. If after timely notice by the Union
6 such meeting cannot be held prior to the implementation date because of Management's
7 unavailability, the implementation shall be delayed until such meeting can be held. Rule
8 changes established in emergencies shall be promulgated as soon as possible. MSEA
9 shall have the right to timely grieve the reasonableness of a work rule.

10 Work rules shall be discussed at the initiative of either party in Labor-Management
11 Committee Meetings.

12 **ARTICLE 21** 13 **GROOMING AND ATTIRE**

14 The Employer and MSEA agree that employees have an obligation to maintain
15 reasonable grooming and attire standards which bear a reasonable relationship to their
16 work.

17 The Employer will not be arbitrary or capricious when requiring any employee to conform
18 to any standards.

19 The type of grooming or attire standard shall be determined in secondary negotiations.

20 **ARTICLE 22** 21 **HEALTH AND SAFETY**

22 **A. General.**

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

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

33 **B. First Aid Equipment.**

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

1 **C. Buildings.**

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

8 **D. Medical Examinations.**

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

21 **E. Foot Protection.**

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

28 **F. Protective Clothing.**

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

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

39 1. **Department of Health and Human Services (Labor and Trades employees)**

ARTICLE 22

1 The Department shall provide and maintain protective clothing and gear required by
2 the Employer and/or MIOSHA necessary for covered employees to accomplish duties
3 safely and effectively. For Labor and Trades employees, the Employer agrees to
4 provide an annual allowance of \$200.00 to procure seasonal protective clothing. This
5 allowance will be available no later than November 1st of each year.

6 **2. Department of Transportation**

7 The Department shall provide a \$300.00 annual allowance to those employees who
8 are required to wear clothing made of work-cloth material, because of their duties.

9 **3. Department of Military and Veteran Affairs**

10 The Department will also provide seasonal protective clothing for those employees
11 who are from time to time required to perform duties outside or in unheated
12 buildings. Seasonal protective clothing shall consist of triple stitched canvas type
13 coat and pants or coveralls and hood. Any employee who meets the requirements
14 for seasonal protective clothing shall be reimbursed up to the amount of \$300.00
15 (to include sales tax) for the purchase of that clothing.

16 **G. Safety Glasses.**

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

25 **H. Safety Inspection.**

26 Any paid leave provided by the Employer for such union activities, is governed by Civil
27 Service Rules and Regulations.

28 When the Michigan Department of Licensing and Regulatory Affairs, or the Department
29 of Health and Human Services inspects a State facility in which Bargaining Unit members
30 are employed, a designated local MSEA Representative will be notified by the Employer
31 and, consistent with the operational needs of the Employer, be released from work to
32 accompany the Inspector in those parts of the facility where such Unit members are
33 employed. MSEA may designate an employee to accompany an Inspector under the
34 provisions of this Section in the absence of a designated MSEA Representative on the
35 premises. Otherwise there shall be no obligation of the Employer except notification to
36 MSEA. An employee who acts as a designated MSEA Representative for the purposes
37 of this Section shall not be paid for time spent outside the employee's regularly scheduled
38 working hours. Such safety inspections may be requested to MIOSHA by MSEA when
39 there is reason to believe that a health or safety hazard exists in a particular work site.

I. Contagious Diseases.

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

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

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

17 The Employer agrees to provide information to the MSEA as appropriate and in
18 accordance with applicable statutes.

19 The Employer will establish and/or continue a contaminated waste disposal system in
20 accordance with CDC and the Michigan Department of Health and Human Services
21 Guidelines.

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

J. Health and Safety Committee.

28 1. Statewide Committee. A statewide joint committee on health and safety will be
29 established for the greater of two (2) representatives of the Union appointed by the
30 Union or the number of Employer Representatives designated by the Office of State
31 Employer, hereinafter referred to as the State Committee. Each party will make a good
32 faith effort to appoint at least one (1) member who has professional training in
33 industrial hygiene or safety.

34 The Statewide Committee shall meet at least quarterly at mutually agreeable times
35 and places. Agendas will be established in advance. Minutes will be prepared for each
36 meeting and a copy given to the committee members. The charge of this Committee
37 shall be to examine statewide policy issues regarding health and safety as it affects
38 Bargaining Unit employees. The Committee shall also make recommendations
39 pursuant to its findings.

ARTICLE 22

1 2. The Employer agrees that when Health and Safety and Fire and Safety Committees
2 have been established in an Agency, Facility, or Department , the greater of one
3 designated MSEA Representative may be appointed by MSEA or the number of
4 Employer Representatives designated by the appointing authority. The MSEA
5 Representative on such Committee will serve both Bargaining Units while at meetings
6 of the Committee. Such Committee may meet monthly, bimonthly, or quarterly as
7 determined by the committee for the purpose of identifying and correcting unsafe or
8 unhealthy working conditions which may exist. Items to be included on the agenda for
9 such meetings must be submitted at least seven (7) calendar days in advance of
10 scheduled meeting dates. Where no items are timely submitted, no such meetings
11 shall be held. Any paid leave provided by the Employer for such union activities, is
12 governed by Civil Service Rules and Regulations.

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

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

20 **K. Compliance Limitations.**

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

29 **L. Safety Evacuation Plans.**

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

32 **M. Obligation of MSEA and Employees.**

33 MSEA and all employees will cooperate and comply with the objectives and requirements
34 of this Article and with State and Employer Work Rules pertaining to safety and health.

35 **N. Employee Services Referral Program.**

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

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

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

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

10 MSEA agrees to make a good faith effort to have Stewards attend training sessions
11 sponsored by the Civil Service Commission on the Employee Services Referral Program.
12 The Employer agrees that Stewards scheduled for such training shall be permitted time
13 off from regularly scheduled work activities. Any paid leave provided by the Employer for
14 such union activities, is governed by Civil Service Rules and Regulations.

15 **ARTICLE 23**
16 **PROBATIONARY EMPLOYEES**

17 **A. Definition.**

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

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

24 3. An initial or continuing probationary employee who is being given a less than
25 satisfactory service rating shall be entitled, upon request in accordance with Article 9,
26 Section B., to the presence of a Union Representative at the disciplinary conference.

27 **C. Application of Provisions.**

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

31 **ARTICLE 24**
32 **SUPPLEMENTAL EMPLOYMENT**

33 Supplemental employment is permitted under the following conditions:

34 1. That the additional employment must in no way conflict under this Article or under
35 present Civil Service Commission Rules with the employee's hours of State
36 employment, or in quantity or interest conflict in any way with satisfactory and impartial
37 performance of State duties.

ARTICLE 25

- 1 2. That the employee will provide the written notice to the Appointing Authority before
2 engaging in any supplemental employment for the primary purpose of addressing any
3 potential conflict of interest. The Employer will respond to such notice as soon as
4 possible, but no later than ten (10) work days. If the Employer does not respond within
5 the ten (10) work day period, in the event the employee accepts the supplemental
6 employment, the employee shall not be subject to discipline related to the initial
7 acceptance of such supplemental employment. This provision does not waive the
8 Employer's right as described in Section 5 of this Article.
- 9 3. That the employee keep the Appointing Authority informed of contemplated changes
10 in supplemental employment.
- 11 4. The Employer's decision to deny supplemental employment shall not be made in an
12 arbitrary or capricious manner.
- 13 5. Should the Employer determine that an employee's supplemental employment
14 interferes with his/her regular work, exceeds departmental guidelines, or is in violation
15 of this Agreement, he/she will be given a written explanation of the reason for the
16 denial, and reasonable time to promptly terminate his/her supplemental employment
17 before being disciplined, requested to resign State service or involuntarily terminated.
18 In situations of conflict of interest in supplemental employment which violates Civil
19 Service Commission Rules, the supplemental employment will be immediately
20 terminated.
- 21 6. In the event that supplemental employment is denied by the Employer, the employee
22 may file a grievance under the expedited procedure where the employee
23 representative may verbally contact the Step 2 Employer representative, explain the
24 situation, and request an expedited grievance response.
- 25 Every effort will be made to resolve the grievance prior to the date the employment is
26 scheduled to begin including discussion of changes or modifications (if any) that would
27 eliminate the conflict.
- 28 This Article shall not be construed to limit or abridge the Employer's right to take
29 appropriate disciplinary action in response to violation of Civil Service Commission Rules
30 and/or failure to provide prior notification of supplemental employment to the Employer.

31 **ARTICLE 25**
32 **NON-DISCRIMINATION**

- 33 The Employer agrees to continue its policy against all forms of illegal discrimination
34 including discrimination with regard to race, creed, color, national origin, sex, age,
35 disability, height, weight, marital status, religion, political belief or sexual orientation or
36 genetic information that is unrelated to the person's ability to perform the duties of a
37 particular job or position.
- 38 MSEA agrees to continue its policy to admit all persons otherwise eligible to membership
39 and to represent all members without regard to race, creed, color, national origin, sex,
40 age, disability, height, weight, marital status, religion, political belief or sexual orientation

1 or genetic information that is unrelated to the person’s ability to perform the duties of a
2 particular job or position.

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

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

12 **ARTICLE 26**
13 **SEXUAL HARASSMENT**

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

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

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

27 **ARTICLE 27**
28 **SMOKING**

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

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

36 The Employer's obligation under this Article will be consistent with available space and
37 other operational requirements. This Article shall not be subject to the grievance
38 procedure. However, modifications or changes in this area must be reviewed by the

ARTICLE 28

1 Health and Safety Committee prior to implementation. Employees will cooperate with the
2 Employer and with each other to respect each other's right to work in a healthful air
3 environment. Efforts will be made by employees to minimize smoking that causes genuine
4 discomfort to fellow employees or to confine smoking to expressly designated areas. To
5 the extent possible, the Employer will designate a portion of all dining area(s) as a
6 nonsmoking area.

7
8

ARTICLE 28
POLYGRAPH EXAMINATIONS

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

14
15

ARTICLE 29
TRAINING

16 The Employer will endeavor to provide sufficient training to enable employees to
17 effectively deal with circumstances normally met on the job including changes brought
18 about by the introduction of automation, computers or robotics or whenever job
19 responsibilities are significantly altered. Where licensure or certification is required by
20 Civil Service Commission classification specifications, the Employer will provide
21 administrative leave to travel and attend approved training required to maintain such
22 licensure or certification. The Employer's obligation under this Article shall be a proper
23 subject for secondary negotiations.

24 The Employer agrees to provide MSEA with advance notice of plans to introduce
25 automation, computers, or robotics, which have a major impact on the manner in which
26 large groups of employees perform their work responsibilities. Such notice shall be given
27 not less than sixty (60) calendar days prior to the implementation of such changes.

28 The Employer and the Union agree to jointly explore sources for funding for job retraining
29 programs for laid off employees.

30
31

ARTICLE 31
OPERATION OF STATE MOTOR VEHICLES

32 **A. General.**

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

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

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

6 **B. Commercial Drivers License.**

7 The parties agree that under Act 346 of 1988 (Act 300 of 1949) certain employees may
8 be required to obtain and retain a Commercial Driver License (CDL) to continue to perform
9 certain duties for the State.

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

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

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

16 2. The Employer will reimburse, on a one-time basis, the fee for the skills test, if required,
17 provided the skills test is not being required because of the employee's poor driving
18 record. In that case, the employee is responsible for the cost of the skills test. Where
19 a skills test is required, the employee will be permitted to utilize the appropriate State
20 vehicle.

21 3. Employees shall be eligible for one grant of administrative leave to take the test to
22 obtain or renew the CDL. Should the employee fail the test initially, the employee shall
23 complete the necessary requirements on non-work time.

24 4. Employees reassigned to a position requiring a CDL shall be eligible for
25 reimbursement and administrative leave in accordance with paragraphs 1., 2. and 3.
26 of this Section.

27 5. Employees who transfer, promote, bump, or are recalled to a position requiring a CDL
28 are not eligible for reimbursement for obtaining the initial CDL but shall be eligible for
29 reimbursement for renewal.

30 6. Employees who fail to obtain, or retain, a CDL may be subject to removal from their
31 positions. Employees who fail required tests may seek a 90-day extension of their
32 current license, during which the Employer will retain the employee in their current, or
33 equivalent position. The Employer shall not be responsible for any fees associated
34 with such extensions. At the end of the 90-day extension, if the employee fails to pass
35 all required tests, the employee may be reassigned at the Employer's discretion to an
36 available position not requiring a CDL for which the employee is qualified, or, if no
37 position is available the employee will be laid off. Those employees not choosing to
38 extend their license for the 90-day period will be removed from their positions at the
39 expiration of their current license and may be reassigned at the Employer's discretion
40 to an available position not requiring a CDL for which the employee qualifies.

ARTICLE 31

1 7. Employees required to obtain a medical certification of fitness shall have the
2 "Examination to Determine Physical Condition of Drivers" form filed in their medical
3 file. A copy of the "Medical Examiners Certificate" shall be filed in their personnel file.
4 The Employer agrees to pay for the examination and to grant administrative leave for
5 the time necessary to complete the examination.

6 8. If the Employer requires an enhancement on an employee's personal operator's
7 license to conduct his or her assigned duties, then the Employer will reimburse the
8 cost to the employee.

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

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

17 **C. Drug and Alcohol Testing under the Omnibus Transportation Employees**
18 **Testing Act of 1991.**

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

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

31 1. **Self-Identification.**

32 Both the Employer and the Union will encourage employees to seek professional
33 assistance whenever necessary. An employee who voluntarily discloses a problem
34 with use of a controlled substance or alcohol abuse shall not be disciplined for such
35 disclosure, provided the employee discloses the problem prior to being subject to
36 testing under the Act, i.e. (a) has not been selected for random testing, (b) is not in
37 the process of complying with post-accident testing, (c) is not currently being required
38 to submit to reasonable suspicion testing, (d) is not undergoing pre-employment
39 testing for re-placement into the pool, etc. The employee shall be referred to a
40 Substance Abuse Professional (SAP). Employee absences will be covered by

1 available leave credits, or a medical leave of absence in accordance with Article 16,
2 Leaves of Absence, of this Agreement.

3 **2. Education and Training.**

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

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

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

11 **4. Pay Status of Employees.**

12 Time spent at the collection site for an alcohol and/or controlled substance test,
13 including necessary travel time, will be considered as work time. The Employer shall
14 pay for the cost of drug and/or alcohol tests administered under the random, post-
15 accident, and reasonable suspicion testing provisions of the Act or a test required
16 when a current employee enters or re-enters the testing pool, except that the
17 Employer may not be responsible for the cost of any split sample testing related to
18 such tests. See Article 53, Section D.1.

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

24 **5. Availability for Unscheduled Work Assignment.**

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

29 **6. Union Representation.**

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

35 **7. Documentation for Reasonable Suspicion Testing.**

36 The Employer will utilize the form in Appendix K for describing the observations
37 concerning the appearance, behavior, speech or body odors of the employee that
38 were made by the supervisor (and witness, if any), and communicated to the

ARTICLE 31

1 Departmental Drug/Alcohol Testing Coordinator (DATC) or DATC designee, which
2 gave reason for reasonable suspicion testing of the employee.

3 8. **Alternative Duty Assignment.**

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

10 9. **Refusal to Submit to Testing.**

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

14 10. The Employer may impose discipline, up to and including dismissal, for violation of
15 this Article. All discipline for violation of any provision of this Article shall be subject to
16 the provisions of Article 9 regarding discipline.

17 11. **Controlled Substances.**

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

23 For the purposes of this Article, "controlled substances" has the meaning assigned by
24 21 U.S.C. 802 and includes all substances listed on Schedules I through V as they
25 may be revised from time to time (21 CFR 1308).

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

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

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

1
2

ARTICLE 32
WAGE ASSIGNMENTS AND GARNISHMENTS

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

13
14

ARTICLE 33
POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS

15 **A. Position Descriptions.**

16 The duties, tasks, activities, and responsibilities of a position shall be those assigned by
17 the Employer. All or substantially all of such duties shall be reduced to writing and
18 reported on a position description form by the Employer. The position description form
19 shall be regarded as the official position description for the position. As a convenience to
20 the Employer, composite position descriptions may be similarly established by the
21 Employer.

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

28 Upon individual employee request, or when the Employer makes a change requiring Civil
29 Service Commission review, the Employer will provide an employee one (1) copy of the
30 employee's official position description. When the Employer has made changes in an
31 employee's position which are not reflected in the position description, the employee may
32 complete a new position description.

33 **B. Class Specifications.**

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

39 Upon individual employee request, the Employer will provide an employee with a copy of
40 the Civil Service Class Specification, and the employee's Position Description, which will

ARTICLE 35

1 include sub class codes and/or selective position requirements, if applicable for the
2 classification and level to which the employee's position is allocated at the time of such
3 individual request.

4 **C. Journeyperson Certification.**

5 The Employer agrees to accept, and to place in the individual employee's Agency
6 personnel file, any certification(s) from any accredited school, apprenticeship program, or
7 regulatory agency which signifies that the individual employee has satisfactorily
8 completed all the requirements for such certification.

9 **D. Resolution of Classification Disputes.**

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

12 In any dispute between the Employer and an employee regarding the employee's
13 appropriate classification, and upon individual employee request, the Employer will
14 provide an employee with a copy of the Civil Service Class Specification for the
15 classification and the employee's Position Description, which will include sub class codes
16 and/or selective position requirements, if applicable and the level to which the employee's
17 position is allocated at the time of such individual request.

18 **E. Working Out of Class.**

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

21 **ARTICLE 35**
22 **MISCELLANEOUS BENEFITS**

23 **A. Clothing.**

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

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

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

36 In those instances where the Employer requires trainees to appear in uniform at the
37 commencement of training, the Employer will reimburse the trainee for the actual cost of
38 such uniform not to exceed a total of \$40.00 per uniform upon satisfactory completion of

1 the required training program. No reimbursement shall be made for gym shoes, athletic
2 apparel or other clothing not part of a required uniform.

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

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

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

11 1. **Department of Natural Resources**

12 Non-uniform Conservation Officers who routinely conduct covert surveillance will
13 receive a cleaning allowance of \$1,000.00 per fiscal year. The allowance shall be paid
14 in installments of \$250.00 to be paid during the first full pay period following October
15 1, January 1, April 1, and July 1.

16 2. **Department of Environmental Quality**

17 The Department shall provide Conservation officers serving as Environmental
18 Investigators a cleaning allowance of \$1,000.00 per fiscal year effective October 1,
19 2015, with \$250.00 to be paid during the first full pay period following October 1,
20 January 1, April 1 and July 1.

21 **B. Tools and Equipment.**

22 The Employer agrees that when tools and equipment are furnished by the Employer, such
23 tools and equipment shall be in safe operating condition and shall be similarly maintained.
24 When the Employer introduces new tools or equipment, employees shall be provided with
25 adequate training, if necessary, in order to properly operate such tools and equipment.
26 Employees are responsible for reporting to the Employer any unsafe condition or practice
27 and for properly caring for the tools and equipment furnished by the Employer. Employees
28 shall not use such tools and equipment for personal use. Tools and equipment which the
29 Employer requires the employee to use shall be made available to the employee within
30 budgetary limitations and in accordance with current practice, or as provided in secondary
31 agreements in effect on 12/31/85. In the event such equipment is not made available, its
32 use shall not be required.

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

36 Where the Employer issues a weapon to employees to use during the course of their
37 regular assigned duties, the Employer shall also provide a safety device (i.e., a trigger
38 lock or other device which disables the weapon from being accidentally fired) for each
39 Employer issued weapon. In those instances where an employee may be permitted to

ARTICLE 35

1 carry a concealed weapon during work time, upon request, a similar safety device shall
2 also be made available for a minimal fee or at no cost to the employee.

3 **C. Theft, Loss or Damage to Personal Items.**

4 All claims and/or disputes involving theft, loss or damage to personal items shall be
5 resolved exclusively in accordance with the provisions of the State of Michigan
6 Administrative Guide to State Government 0620.07, revised October 19, 2017, or as
7 amended and shall not be subject to the grievance procedure. See Appendix H.

8 **D. Storage Space.**

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

14 **E. Parking.**

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

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

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

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

30 **F. Lounge and/or Eating Areas.**

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

1 eating areas due to operational requirements shall be an appropriate subject for Labor-
2 Management Meetings provided for in Article 19 of this Agreement.

3 **G. Tuition Reimbursement.**

4 Only to the extent that funds have been legislatively appropriated and allocated by the
5 Departments, specifically for tuition reimbursement, the Employer agrees to establish a
6 system of tuition reimbursement for employees. The Employer agrees to notify MSEA
7 upon request of the amount of money allocated by the Department for such purpose and
8 of any changes in such allocation.

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

14 Tuition reimbursement shall not be made unless the course pertains to the employee's
15 current occupation or occupations in the employee's current Bargaining Unit and
16 Department. No employee shall receive reimbursement for more than two courses in any
17 one semester or term.

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

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

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

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

28 **H. Legal Services.**

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

36 No legal services shall be required in connection with prosecution of a criminal suit against
37 an employee. However, when a criminal action is commenced against an officer or
38 employee of a State Agency based upon the conduct of the officer or the employee in the
39 course of employment, the State Agency will pay for, engage, or furnish the services of

ARTICLE 35

1 an attorney to advise the officer or the employee as to the action, and to appear for and
2 represent the officer or the employee in the action, if the Employer has no basis to believe
3 that the alleged conduct occurred outside the course of employment and no basis to
4 believe the alleged conduct was not within the scope of the authority delegated to the
5 officer or the employee. The determination of the officer's or the employee's scope of
6 delegated authority shall be made in the sole judgment of the Appointing Authority, which
7 judgment shall not be subject to appeal.

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

10 **I. Professional Fees and Subscriptions.**

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

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

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

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

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

30 **K. Jury Duty.**

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

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

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

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

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

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

17 An employee requested or subpoenaed to appear before a court as a witness for the
 18 People is entitled to administrative leave (time off with full pay) provided that the employee
 19 certifies in writing the period of time of such appearance and for which such administrative
 20 leave is requested. Employees must reimburse the Department for any witness fees
 21 received, up to the amount of their salary, and for any travel expenses allowed by the
 22 court. Employees will be reimbursed for any travel expenses in accordance with State
 23 Standardized Travel Regulations.

24 If an employee is subpoenaed as a witness or appears in court in any capacity other than
 25 as a witness for the People, he/she will not be considered as being on duty, nor will
 26 administrative leave be granted. Any authorized absence shall be charged to annual
 27 leave and the employee may retain any expenses or monies received from the court.

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

32 In the event the accounting procedures utilized to process employee reimbursement of
 33 jury duty pay when the employee elects to receive administrative leave in lieu of jury duty
 34 pay are amended for non-exclusively represented employees, the parties agree to meet
 35 to review such changes and may, by mutual agreement of the parties, amend these
 36 procedures.

37 **L. Meals Without Charge.**

38 In the Department of Corrections, to facilitate security measures, employees who meet
 39 the criteria listed below will be provided a meal without charge. The meal provided will be

ARTICLE 36

1 from the same menu provided the residents for the main meal of that date. To be eligible,
2 the employee shall be:

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

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

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

9 4. The method of providing the meal, including the accommodation of dietary restrictions
10 shall be a proper subject of secondary negotiations.

11 **M. Temporary Alternative Duty Assignment.**

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

17

18

ARTICLE 36

19

COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY

20 **A. General Emergency.**

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

24 **B. Administrative Determination.**

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

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

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

1 such is the case, these employees shall be compensated in the manner prescribed for
2 employees who work under conditions of declared inaccessibility.

3 **D. Compensation in Situation of Inaccessibility.**

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

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

12 **E. Additional Timekeeping Procedures.**

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

17 When an employee is absent from a scheduled work period, a portion of which is covered
18 by a declaration of closure or inaccessibility, annual leave or compensatory time credits
19 may be used to cover that portion of his/her absence not covered by administrative leave.
20 Employees absent due to sick leave usage or previously scheduled annual leave shall
21 not be entitled to administrative leave during period of closure or inaccessibility. If
22 sufficient credits are not available, the employee shall be placed on lost time.

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

25 **ARTICLE 37**
26 **MOVING EXPENSES**

27 **A. Persons Covered.**

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

34 **B. By Commercial Mover.**

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

ARTICLE 37

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

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

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

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

25 **C. Mobile Homes.**

26 The State will pay the reasonable actual cost for moving a mobile home if it is the
27 employee's domicile, plus a maximum \$1,000 allowance for blocking, unblocking,
28 securing contents or expando units, installing or removal of tires (on wheels) on or off the
29 trailer, removal or replacement of skirting will be paid by the State when accompanied by
30 receipts. "Actual Moving Cost" includes only the transportation cost, escort service when
31 required by a governmental unit, special lighting permits, tolls or surcharges. "Actual
32 Moving Cost" does not include the moving of oil tanks, out-buildings, swing sets, etc. that
33 cannot be dismantled and secured inside the mobile home. Utility connections to existing
34 utilities, within an established mobile home park, shall be reimbursed up to a maximum
35 of \$200.00.

36 Mobile home liability is limited to damage to the unit caused by negligence of the carrier,
37 and to contents up to a value of \$1,500. Additional excess valuation and/or hazard
38 insurance may be purchased from the carrier at the expense of the employee.

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

3 **D. Storage of Household Goods.**

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

6 **E. Temporary Travel Expense.**

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

12 **F. To Secure Housing.**

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

18 **ARTICLE 38**
19 **MOBILITY-CAREER ADVANCEMENT**

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

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

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

32 **ARTICLE 39**
33 **PAID ANNUAL LEAVE**

34 **A. Initial Leave.**

35 Upon hire, each permanent employee shall be credited with an initial annual leave grant
36 of sixteen (16) hours, which shall be immediately available, upon approval of the

ARTICLE 39

1 Employer. The sixteen (16) hours initial grant of annual leave shall not be credited to an
2 employee more than once in a calendar year.

3 **B. Allowance.**

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

8 **ANNUAL LEAVE TABLE**

	<u>Service Credit</u>	<u>Annual Leave</u>
10	0 - 1 yrs. (0-2,079 hrs.)	= 4.0 hrs./80 hrs. serv.
11	1 - 5 yrs. (2,080-10,399 hrs.)	= 4.7 hrs./80 hrs. serv.

12 **C. Additional Allowance.**

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

16 **ADDITIONAL ALLOWANCE TABLE**

	<u>Service Credit</u>	<u>Annual Leave</u>
18	5-10 yrs. (10,400 - 20,799 hrs.)	= 5.3 hrs./80 hrs.serv.
19	10-15 yrs.(20,800 - 31,199 hrs.)	= 5.9 hrs./80 hrs.serv.
20	15-20 yrs.(31,200 - 41,599 hrs.)	= 6.5 hrs./80 hrs.serv.
21	20-25 yrs.(41,600 - 51,999 hrs.)	= 7.1 hrs./80 hrs.serv.
22	25-30 yrs.(52,000 - 62,399 hrs.)	= 7.7 hrs./80 hrs.serv.
23	30-35 yrs.(62,400 - 72,799 hrs.)	= 8.4 hrs./80 hrs.serv.
24	35-40 yrs.(72,800 - 83,199 hrs.)	= 9.0 hrs./80 hrs.serv.
25	40-45 yrs.(83,200 - 93,599 hrs.)	= 9.6 hrs./80 hrs.serv.
26	45-50 yrs.(93,600 - 103,999 hrs.)	= 10.2 hrs./80 hrs.serv.
27	etc.	

28 Solely for the purpose of additional annual leave and longevity compensation, an
29 employee shall be allowed State service credit for: employment in any non-elective
30 excepted or exempted position in a principal Department, the Legislature, or the Supreme
31 Court which immediately preceded entry into the State classified service, or for which a
32 leave of absence was not granted; up to five years of honorable service in the armed
33 forces of the United States subsequent to January 1, 1938, for which a Military Leave of

1 Absence would have been granted had the veteran been a State classified employee at
 2 the time of entrance upon military service. When an employee separates from
 3 employment and subsequently returns, military service previously credited shall not count
 4 as current continuous State service for purposes of requalifying for additional annual
 5 leave or longevity compensation if the employee previously qualified for and received
 6 these benefits.

7 **D. Crediting.**

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

23 **E. Transfer and Payoff.**

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

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

29 **F. Annual Leave Cap.**

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

33 **ANNUAL LEAVE ACCUMULATION SCHEDULE**

34	<u>Years</u>	<u>Accrual</u>	<u>Accumulation Cap</u>	<u>Payoff Cap</u>
35	1 - 5	4.7	296	256
36	5 - 10	5.3	311	271
37	10 - 15	5.9	326	286
38	15 - 20	6.5	341	301

ARTICLE 39

1	20 - 25	7.1	346	306
2	25 - 30	7.7	356	316
3	30 - 35	8.4	356	316
4	etc.			

5 **G. Utilization.**

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

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

13 **H. Banked Leave Time.**

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

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

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

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

28 **I. Scheduling.**

29 Consistent with the operational needs of the Employer, annual leave may be granted at
30 such times during the year as requested by the employee. Annual leave will only be
31 authorized up to the maximum amount of annual leave credits in an employee's account
32 prior to the initial date of the annual leave. Employees may not take annual leave without
33 the Employer's prior approval. Any holiday recognized in this Agreement which occurs
34 during a requested annual leave period will not be charged as annual leave time.

1 **J. Conversion to Sick Leave.**

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

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

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

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

18 **K. Annual Leave Buy Back.**

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

27 **L. Annual Leave Freeze.**

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

32 An employee may elect to freeze annual leave up to the accrued balance during a leave
33 of absence by providing written notice of such intent to the Employer at the
34 commencement of the leave of absence. Payment for annual leave due an employee who
35 fails to return from a leave of absence shall be at the employee's last rate of pay prior to
36 the leave.

37 **M. Voluntary Donation of Annual Leave.**

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

ARTICLE 40

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

4 a. The receiving employee has successfully completed his/her initial probationary
5 period and faces loss of pay/lost time due to serious injury or the prolonged illness
6 of the employee or his/her dependent spouse, child or parent.

7 b. The receiving employee will exhaust all leave credits.

8 c. The receiving employee's absence has been approved.

9 d. An employee may receive a maximum of thirty (30) work days by direct transfer of
10 annual leave from MSEA employees.

11 2. **The Right to Donate Annual Leave Hours.**

12 a. Annual leave donations must be for a minimum of four (4) hours and a maximum
13 of forty (40) hours and donations shall be in whole hour increments.

14 b. Employee donations are irrevocable.

15 3. **Reciprocal Agreement.**

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

19 **ARTICLE 40** 20 **PAID SICK LEAVE**

21 **A. Allowance.**

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

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

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

1 **B. Utilization.**

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

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

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

15 **C. Disability Payment.**

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

22 **D. Accumulation and Payoff.**

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

25 An employee who separates from the State classified service for retirement purposes in
26 accordance with the provisions of a State retirement act shall be paid for fifty percent
27 (50%) of unused accumulated sick leave as of the effective date of separation at the
28 employee's final regular rate of pay, by the Agency from which the employee retires.

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

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

<u>Sick Leave Balance -- Hours</u>	<u>Percentage Paid</u>
37 Less than 104	0
38 104 - 208	10

ARTICLE 40

1	209 - 416	20
2	417 - 624	30
3	625 - 832	40
4	833 or more	50

5 No payoff under this Section shall be made to a new employee hired on or after October
6 1, 1980.

7 **E. Proof.**

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

15 **F. Return to Service.**

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

20 **G. Transfer.**

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

24 **H. Sick Leave for Health Screening.**

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

28 **I. Bereavement Leave.**

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

33 **J. Funeral Leave.**

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

ARTICLE 41

- 1 Mandatory Child Support deductions (when ordered by a court)
- 2 Income Protection Insurance (LTD)
- 3 Time purchase for retirement (in accordance with current practice)
- 4 Vision Care Insurance
- 5 Medical Hospitalization Insurance
- 6 Parking fees (State operated parking lots)
- 7 Flexible Spending Accounts

8 It is understood and agreed that additional authorized deductions may be made by the
9 Employer and shown on the electronic earnings statement as payroll deductions. The
10 parties agree to pursue the possibility of reporting to employees the year ending amount
11 of Union dues/fees paid by employees in these Units. All authorized deductions are
12 subject to sufficient earnings. Nothing provided herein shall prohibit the Employer from
13 making deductions in accordance with court orders of a court of competent jurisdiction or
14 other legal orders served on the Employer.

15 Except as provided in Article 6, Section C, voluntary deductions will be made only upon
16 receipt of a properly authorized voluntary deduction request and in accordance with the
17 priorities established in Article 6, Section A. Voluntary deductions will commence after
18 receipt of an authorization request. Present administrative convenience and practice will
19 prevail. The Employer agrees to effect deductions listed in this Section without
20 administrative cost to the employee or MSEA. Once commenced a deduction authorized
21 by the employee shall continue until the appropriate stop order is received.

22 **E. Michigan Educational Trust.**

23 Parties recognize that the State may offer State employees the opportunity for payroll
24 deduction in conjunction with individual employee's participation in the Michigan
25 Educational Trust (M.E.T.) program. In the event the State initiates a payroll deduction
26 opportunity for M.E.T. participants, members of the Bargaining Unit who are M.E.T.
27 participants will be offered the opportunity to individually initiate enrollment in such State
28 program.

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

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

ARTICLE 42
INCORPORATION OF APPENDICES

The parties agree that the appendices attached hereto are incorporated for reference only, unless otherwise noted in this Agreement.

ARTICLE 43
COMPENSATION

Section A. Wages.

FISCAL YEAR 2019-2020

- a. On October 1, 2019 the base hourly rate in effect at 11:59 p.m. on September 30, 2019, for each step in the Bargaining Units shall be increased by 2%.
- b. At the end of the first full pay period in October 2019, each full-time employee who is on the payroll as of October 6, 2019, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2018, shall be paid a one-time cash payment of 2% of the annualized base hourly rate of pay in effect as of October 6, 2019, 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, 2018, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2018, and two thousand eighty (2080) hours, times 2% of the annualized base hourly rate of pay in effect as of October 6, 2019.

FISCAL YEAR 2020-2021

- c. On October 1, 2020 the base hourly rate in effect at 11:59 p.m. on September 30, 2020, for each step in the Bargaining Unit shall be increased by 2% (two percent).
- d. Effective the first full pay period in April, 2021, the base hourly rate in effect at 11:59 p.m. on April 3, 2021, for each step in the Bargaining Unit shall be increased by 1% (one percent).

FISCAL YEAR 2021-2022

- e. On October 1, 2021 the base hourly rate in effect at 11:59 p.m. on September 30, 2021, for each step in the Bargaining Unit shall be increased by 2% (two percent).
- f. Effective the first full pay period in April, 2022, the base hourly rate in effect at 11:59 p.m. on April 2, 2022, for each step in the Bargaining Unit shall be increased by 1% (one percent).

1 **Section B. Special Pay Premiums.**

2 1. **Heights and Tunnels Premium**

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

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

10 b. **Limitations.** Work performed from safety buckets (aerial equipment) is not
11 considered high structure work.

12 Work in caissons is not considered tunnel work.

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

17 2. **Asbestos Abatement and Removal Premium.** Any Bargaining Unit member
18 regardless of department who performs asbestos abatement or removal will receive
19 \$1.00 per hour for each hour worked, with a minimum of two hours pay per day.

20 **Section C. Group Insurances Enrollment.**

21 New hires will be permitted to enroll in group insurance plans for which they are eligible
22 during their first thirty-one (31) days of employment. Coverage under such plans is
23 effective the first day of the bi-weekly pay period after enrollment.

24 Insurance elections made during the annual open enrollment process are effective the
25 first day of the first full pay period in October, unless otherwise indicated. Effective
26 January 1, 2021 group insurance plan provisions shall be effective on January 1, unless
27 otherwise specified.

28

29 Employee premium share for health, dental and vision insurance shall be as specified in
30 the charts appended to this Agreement. Employees hired on or after January 1, 2000,
31 who are appointed to a position with a regular work schedule consisting of 40 hours or
32 less per bi-weekly pay period shall pay 50% of the premium for health, dental and vision
33 insurance. This shall not apply to an employee appointed to a permanent-intermittent
34 position. Eligibility for enrollment shall be in accordance with current contractual
35 provisions. Employees who have a regular work schedule of 40 hours or less per biweekly
36 pay period who are temporarily placed on a regular work schedule of more than 40 hours
37 per biweekly pay period for a period expected to last six months or more shall be
38 considered as working a regular work schedule of more than 40 hours for the period of
39 the temporary schedule adjustment.

1 Financial incentives for selection of certain lower cost plans or for opting out of coverage
 2 will continue to be offered. The incentive amount and payment schedule will be
 3 determined in conjunction with the annual rate setting process administered by the Civil
 4 Service Commission and the State Personnel Director.

5 Group insurance plan provisions shall be effective at the beginning of the first full pay
 6 period in October, unless otherwise specified. Effective January 1, 2021 group insurance
 7 plan provisions shall be effective on January 1, unless otherwise specified.

8 **Section D. Health Insurance.**

9 The State agrees to continue to offer health plans that are compliant with the requirements
 10 of the Patient Protection and Affordable Care Act (PPACA) and its implementing
 11 regulations. No plan will be offered where the total aggregate cost when calculated in
 12 accordance with the Internal Revenue Service (IRS) regulations would exceed PPACA
 13 excise tax limits. Coverage details, including premium share, deductibles, co-pays and
 14 coinsurance and out-of-pocket maximum (OOPM) amounts and effective dates are
 15 described in Appendix M-2. Plans offered will include:

- 16 • The State Health Plan Preferred Provider Organization (SHP PPO)
- 17 • Health Maintenance Organization(s) (HMOs),
- 18 • A Catastrophic Health Plan
- 19 • Effective January 1, 2021 a State High-Deductible Health Plan with Health Savings
 20 Account

21 In addition to the State Health Plan PPO and HMO options provided in Article 43, Section
 22 D of this agreement, the State High-Deductible Health Plan with Health Savings Accounts
 23 implemented by the Employee Benefits Division of the Michigan Civil Service Commission
 24 will also be offered. Insurance elections made during an annual open enrollment process
 25 are effective on January 1 of the following year, unless otherwise indicated. In 2020, a
 26 one-time short plan year will also be implemented from the first full pay period in October
 27 through December 31, 2020.

28 The aggregate cost for the health insurance plans extending into 2021 (or 2022 or 2023
 29 as applicable) must fall below the federal excise tax thresholds established by the IRS
 30 under PPACA. The aggregate cost which must be counted toward the respective federal
 31 excise tax threshold will be calculated in accordance with IRS guidelines.

32 The Employer agrees to provide notice as soon as administratively feasible, but not later
 33 than July 15 of each year, of the upcoming plan year rates for all health insurance plans.
 34 If the aggregate cost for any one of the health insurance plans offered by the State during
 35 open enrollment for coverage to begin in January of the upcoming plan year exceeds
 36 federal excise tax thresholds established by the IRS, the parties agree that beginning with
 37 the Flexible Spending Account (FSA) enrollment for the upcoming calendar year, the
 38 General Purpose Flexible Spending Account option will be reduced or eliminated to
 39 maintain aggregate cost below the applicable federal excise tax thresholds, unless
 40 prohibited by law, or if doing so would invalidate the plan in whole or in part resulting in
 41 additional costs to the employer and/or employees.

42

ARTICLE 43

1 1. The SHP PPO shall include coverage for the following:

2 **(a) Wellness and Preventive Coverage.**

3 In-network Wellness and Preventive Coverage will continue to be provided as
4 required by the PPACA and as outlined in Appendix M-2.

5 The SHP PPO will continue to offer voluntary care management services for high-
6 risk, medically complex cases designed to work with the covered employee or
7 enrolled dependent, provider and caregivers to ensure a clear understanding of
8 the condition, prognosis and treatment options and help coordinate provider
9 services.

10 **(b) Prescription Drugs.**

11 In order to promote the usage of generic prescription drugs to reduce costs while
12 maintaining the quality of care, the Pharmacy Benefit Manager (PBM) will
13 automatically substitute an approved generic drug for prescriptions written for
14 multi-source brand name drugs, except for a list of narrow therapeutic index
15 agents, e.g., Dilantin. In those instances when a physician prescribes a multi-
16 source brand name drug and indicates on the prescription, "Dispense As Written"
17 or DAW, the brand name drug will be dispensed and the enrollee will pay the
18 applicable preferred or non-preferred brand name co-payment plus the difference
19 in cost between the generic drug and the brand name drug. Brand name drugs are
20 deemed to be non-preferred because of the availability of a generic equivalent or
21 a therapeutically or chemically equivalent brand name drug. Maintenance drugs
22 filled at a participating retail pharmacy will only be approved up to a 34-day supply.

23 The Employer shall continue to offer a mail order prescription drug option for
24 maintenance drugs. At the employee's option, an employee may elect to purchase
25 maintenance prescription drugs filled at up to a 90-day supply through the mail
26 order option.

27 The employee co-pays for drugs at retail and through mail order are listed in
28 Appendix M-2.

29 **(c) Second Surgical Opinions.**

30 An individual will be entitled to a second surgical opinion. If that opinion conflicts
31 with the first opinion the individual will be entitled to a voluntary third surgical
32 opinion. Second and third surgical opinions shall also be subject to applicable
33 copays and deductibles as provided in Appendix M-2.

34 **(d) Home Health Care.**

35 A program of home health care and home care services to reduce the length of
36 hospital stay and admissions shall be available at the employee's option. The
37 service must be prescribed by an attending physician who must certify that the
38 home health care services are being used instead of inpatient hospital care, and
39 that the patient is confined to the home due to illness. Services shall be covered

1 to the extent that they would have been covered if the individual had remained or
2 been confined in the hospital.

3 Home infusion therapy shall be covered as part of the home health care benefit
4 or covered by its separate components (e.g. durable medical equipment and
5 prescription drugs), however a patient shall not be required to be homebound.

6 **(e) Hospice Care.**

7 Hospice care shall be available to terminally ill enrollees. Services must be
8 provided by a participating hospice program, and written statements of prognosis
9 may be required. Covered hospice benefits include physical, occupational and
10 speech language therapy, Home Health Aid services, medical supplies and
11 nursing care. See Appendix M-2 for deductible and co-pay amounts.

12 **(f) Birthing Centers.**

13 Birthing center care shall be available to employees at their option in lieu of
14 hospitalization. Birthing center care is covered under the delivery and nursery care
15 benefits set forth in Appendix M-2.

16 **(g) Hearing Care Program.**

17 The hearing care program will include audiometric exams, hearing aid evaluation
18 tests, hearing aids and fitting subject to the applicable office call fee for the
19 examination and shall be available once every thirty-six (36) months unless
20 significant hearing loss occurs earlier and is certified by a physician. When
21 medically appropriate, binaural hearing aids are a covered benefit. See Appendix
22 M-2.

23 **(h) Weight Reduction.**

24 Employees and covered dependents enrolled in the SHP PPO will be eligible for a
25 lifetime maximum reimbursement of \$300 for non-medical, weight reduction if they
26 meet the following conditions:

27 **(a)** The employee or covered dependent is obese as defined by being more
28 than one hundred (100) pounds overweight or more than fifty percent
29 (50%) over ideal weight and weight loss clinic attendance is prescribed
30 by a licensed physician, or

31 **(b)** The employee or covered dependent is more than fifty (50) pounds
32 overweight or more than twenty-five percent (25%) over ideal weight, has
33 a diagnosed disease for which excess weight is a complicating factor,
34 and weight loss clinic attendance is prescribed by a licensed physician.

35 The \$300 amount will not apply to the SHP PPO deductibles.

36 **(i) Durable Medical Equipment.**

ARTICLE 43

1 Durable medical equipment (DME) and prosthetic and orthotics appliances are
2 covered benefits as outlined in Appendix M-2, Medically necessary orthopedic
3 inserts prescribed by a licensed physician are included as a covered benefit.

4 **(j) Dependent and Long Term Nursing Care.**

5 The parties agree to work cooperatively to provide assistance in identifying and
6 referring employees and dependents to appropriate custodial care facilities and to
7 agencies for custodial care at home.

8 **(k) Smoking Cessation**

9 The SHP PPO shall include a smoking cessation program which shall include
10 smoking cessation counseling.

11 **(l) In-and-out-of-network process.**

12 An employee may be eligible to receive a waiver to allow in-network coverage by
13 out-of-network providers if in-network providers are not available within a standard
14 distance below, or based on the type of services required.

15 Waivers will be available if the Third Party Administrator (TPA) determines access
16 to network providers is not within the standard distance. The standards for the
17 waiver are as follows:

18 Where there are not two (2) primary care physicians within fifteen (15) miles;

19 Where there are not two (2) specialists within twenty (20) miles;

20 Where there is not one (1) hospital within twenty-five (25) miles.

21 Failure to seek services from a PPO provider will result in a Plan member being
22 treated as out-of-network unless the covered member was seeking services as the
23 result of an emergency. If there is not adequate access to a PPO provider,
24 exceptions will be handled on a per case basis. A member is considered to have
25 access to the network based on the type of services required, except as provided
26 above.

27 If a member does not have access to the network, the member will be treated as
28 in-network for all benefits. The member will be responsible for the applicable in-
29 network deductibles, co-payments and coinsurance.

30 If a member does not have access to the network but then additional providers join
31 the network so that the member would now be considered in-network, the member
32 will be notified and given a reasonable amount of time in which to seek care from
33 and in-network provider. Care received from a non-network provider after that
34 grace period will be considered out-of-network and the out-of-network deductibles,
35 co-payments, coinsurance and out-of-pocket maximums will apply. If a member is
36 undergoing a course of treatment at the time he or she becomes in-network, the
37 in-network rules will continue for that course of treatment only pursuant to the PPO
38 Standard Transition Policy. Once the course of treatment has been finished, the

1 member must use an in-network provider or be governed by the out-of-network
 2 rules.

3 **(m) Subrogation.**

4 In the event that a Plan member receives services that are paid by the SHP PPO,
 5 or is eligible to receive future services under the SHP PPO, the SHP PPO shall be
 6 subrogated to the participant’s rights of recovery against and is entitled to receive
 7 all sums recovered from, any third party who is or may be liable to the participant,
 8 whether by suit, settlement, or otherwise, to the extent of recovery for health
 9 related expenses. A participant shall take such action, furnish such information and
 10 assistance, and execute such documents as the SHP may request to facilitate
 11 enforcement of the rights of the SHP and shall take no action prejudicing the rights
 12 and interests of the SHP.

13 **(n) Telemedicine**

14 An optional telemedicine program will be available for health and mental health
 15 services, subject to applicable office visit copays and deductibles. See Appendix
 16 M-2.

17 **(o) Labor Management Healthcare Committee**

18 The parties agree to continue the Labor-Management Committee established to
 19 review the procedures, communication materials which will be provided to
 20 employees, and benefit booklets prior to their distribution. The Committee shall
 21 have the responsibility of reviewing and monitoring the progress of the actual
 22 implementation of the procedures, however, any changes in the specific provisions
 23 as described herein shall be subject to negotiations. Each exclusively recognized
 24 employee organization shall be entitled to designate one (1) representative to
 25 participate in the Labor-Management Committee. The management
 26 representatives to the Committee shall be selected by the Employer. A joint Labor-
 27 Management Committee will also meet to discuss group insurance premiums for
 28 employees working less than full-time. Any proposed agreement shall be subject
 29 to review and approval, rejection, or modification by the Civil Service Commission.

- 30 2. Health Maintenance Organization (HMO).
 31 As an alternative to the State Health Plan, enrollment in HMOs may be offered to
 32 those employees residing in areas where qualified licensed HMOs are in operation.
 33 HMO Coverage information is provided in Appendix M-2.
 34

35 **Section E. Dental Expense Plan.**

- 36 **(a)** The State agrees to continue to offer dental plans. Coverage details, including
 37 premium share, co-pays, annual maximum and separate lifetime orthodontic
 38 maximum and effective dates are described in Appendix M-3. Plans offered will
 39 include:
 40
 - The State Dental Plan Preferred Provider Organization

ARTICLE 43

- 1 • A Dental Maintenance Organization (One or more Dental Maintenance
- 2 Organization(s) shall be explored)
- 3 • A Preventive Dental Plan
- 4

5 **(b) Covered Dental Expenses:** The Dental Expense Plan will pay for incurred claims

6 for employee and/or enrolled dependents at the applicable percentage of either

7 the actual fee or the usual, customary and reasonable fee, whichever is lower, for

8 the dental benefits covered under the Dental Expense Plan.

9 Coverage for the following services under each plan is listed in Appendix M-3.

- 10 **(1) Diagnostic Services:**
- 11 Oral examinations and consultations twice in a fiscal year.
- 12
- 13 **(2) Preventive Services:**
- 14 Prophylaxis - teeth cleaning three (3) times in a fiscal year, four (4) times when
- 15 medically necessary;
- 16 Topical application of fluoride for children up to age 19, twice in a fiscal year;
- 17 Space maintainers for children up to age 14.
- 18 Oral exfoliate cytology (brush biopsy) will be covered when warranted from a
- 19 visual and tactile examination.
- 20
- 21 **(3) Radiographs:**
- 22 Bite-wing x-rays once in a fiscal year, unless special need is shown;
- 23 Full mouth x-rays once in a five (5) year period, unless special need is shown.
- 24
- 25 **(4) Minor Restorative Services (fillings):**
- 26 Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;
- 27 Gold inlay and outlay restorations.
- 28
- 29 **(5) Major Restorative Services:**
- 30 Onlays and crowns when the teeth cannot be restored with another filling
- 31 material.
- 32
- 33
- 34 **(6) Oral Surgery:**
- 35 Extractions, including those provided in conjunction with orthodontic services;
- 36 Cutting procedures; Treatment of fractures and dislocations of the jaw.
- 37
- 38 **(7) Endodontic Services:** Root canal therapy;
- 39 Pulpotomy and pulpectomy services for partial and complete removal of the
- 40 pulp of the tooth;
- 41 Periapical services to treat the root of the tooth.
- 42
- 43 **(8) Periodontic Services:**
- 44 Periodontal surgery to remove diseased gum tissue surrounding the tooth;

1 Adjunctive periodontal services, including provisional splinting to stabilize
 2 teeth, occlusal adjustments to correct the biting surface of a tooth and
 3 periodontal scaling to remove tartar from the root of the tooth;
 4 Treatment of gingivitis and periodontitis-diseases of the gums and gum tissue.
 5

6 **(9) Bonding:**

7 The dental plan covers cosmetic bonding for the eight (8) front teeth of children
 8 between the ages of 8-19 years of age. Cosmetic bonding is a covered benefit
 9 when it is required because of severe tetracycline staining, severe fluorosis,
 10 hereditary opalescent dentin, or ameleogenesis imperfecta.
 11

12 **(10) Prosthodontic Services:**

13 Repair or rebasing of an existing full or partial denture;
 14 Initial installation of fixed bridgework;
 15 Implants;
 16 Initial installation of partial or full removable dentures (including adjustments
 17 for six [6] months following installation);
 18 Construction and replacement of dentures and bridges (replacement of
 19 existing dentures or bridges is payable when five [5] years or more have
 20 elapsed since the date of the initial installation).
 21

22 **(11) Sealants:**

23 Coverage for sealants on permanent molars that are free of any restorations
 24 or decay. Sealant treatment is payable on a per tooth basis. Dependents up
 25 to age 14 are eligible for the sealant application. The benefit is payable for only
 26 one application per tooth within a three (3) year period.
 27

28 **(12) Orthodontic Services:**

29 Minor treatment for tooth guidance;
 30 Minor treatment to control harmful habits;
 31 Interceptive orthodontic treatment;
 32 Comprehensive orthodontic treatment;
 33 Treatment of an atypical or extended skeletal case;
 34 Post-treatment stabilization; Separate lifetime maximum of \$1,500 per each
 35 enrollee; Orthodontic services for dependents up to age 19; for enrolled
 36 employee and spouse, no maximum age. Orthodontic coverage shall be
 37 extended to each dependent up to age 25 if the dependent is a full-time
 38 student at an accredited institution. See Letter of Understanding #45.
 39

40 **(d) Dental At-Point-of-Service PPO**

41 Employees and dependents enrolled in the State Dental Plan may access the
 42 improved benefit levels specified in Appendix M-3 by utilizing dental care providers
 43 that are members of the Point-of-Service PPO.
 44

1 **Section F. Vision Care Insurance.**

2 (a) The State agrees to continue to offer a vision plan. Coverage details for
3 participating and non-participating providers, are described in Appendix M-4.
4 Except for employees appointed to a position with a regular work schedule
5 consisting of 40 hours or less per bi-weekly pay period as provided above, the
6 Employer shall pay one hundred percent (100%) of the applicable premium for
7 employees covered by this Agreement for the Group Vision Plan.

8 (b) Benefits payable for participating providers under the Plan will be as follows:

9 (1) **Examination:** Payable once in any twelve (12) month period with an employee
10 copayment identified in Appendix M-4.

11 (2) **Suitability Exam:** A contact lens suitability exam determines whether you can
12 wear contact lenses. The fee for this exam is included in the allowance for the
13 contact lenses.

14 (3) **Replacement Frequency:** The Plan will cover eyeglass lenses, frames or
15 contact lenses once every twelve (12) months if there is a prescription change.

16 (4) **Eyeglass Lenses:** Lenses are payable once every 24 months with an
17 employee co-payment identified in Appendix M-4 for eyeglass lenses and
18 frames. The standard lens size definition is 60 millimeters in diameter. If a
19 larger lens is selected, the employee must pay for the additional expense
20 attributable to lens size greater than 60 millimeters in diameter.

21 (5) **Special Lenses:** The Plan will cover slab off prism and prism lenses with no
22 additional charge to the employee. Lenticular lenses are payable as defined in
23 item 3 above.

24 (6) **Contact Lenses**

25 **Medically Necessary:** The Plan will cover medically necessary contact lenses
26 once every twelve (12) months with an employee co-payment identified in
27 Appendix M-4. Medically necessary means (a) must correct the member's
28 acuity to 20/70 or better in the better eye or (b) the member has one of the
29 following visual conditions: keratoconus, irregular astigmatism, or irregular
30 corneal curvature.

31 **Not Medically Necessary:** The Plan will pay a maximum allowance identified
32 in Appendix M-4 and the employee shall pay any additional charge of the
33 provider for such contact lenses. The contact lens evaluation is included in the
34 cost of the contact lens allowance. The copayment provision under (3) is not
35 required.

36 (7) **Frames:** The maximum frame allowance is identified in Appendix M-4 and the
37 employee shall pay any additional charge from the provider for the frames.

38 (8) **Lens Options:** The Plan will cover Rose Tint 1 and Rose Tint 2 or
39 Photochromatic tint at no additional charge to the employee

40 (c) Plan payments for out of network providers are identified in Appendix M-4.

41 (d) **Computer Glasses:** Employees who are required to use computers and other
42 digital devices or microfiche readers on a full-time basis shall be eligible for
43 reimbursement for an initial Vision Testing Examination at rates provided herein

1 on regardless of when they were last examined, or on an annual basis in
2 conjunction with a routine eye exam.

3 Such employees who require prescription corrective lenses which are different
4 than those normally used, are eligible for an additional pair of glasses at the benefit
5 level described in Appendix M-4. These lenses and frames are in addition to those
6 provided under the Vision Care Insurance. An employee obtaining glasses for
7 working who does not otherwise wear glasses would not be covered by this
8 provision.

9 **(e) Safety Glasses:** Employees who are required to use safety glasses on a full-time
10 basis, as determined by the departmental employer, and who use prescription
11 eyeglasses shall be eligible for a pair of prescription safety glasses at the benefit
12 level described in Appendix M-4. These lenses and frames are in addition to those
13 provided under the Vision Care Insurance.

14 **Section G. Long Term Disability Insurance.**

15 1. The Employer shall continue the current long term disability (LTD) insurance plan
16 coverage except as provided in G(5) below.

17 2. Part-time and Permanent-intermittent (P.I.) employees who work 40% or more of full-
18 time will be eligible for LTD benefits.

19 Premiums for eligible less-than-full-time employees shall be determined in
20 accordance with the current LTD premium schedule for full time employees. The
21 benefit level for employees who actually utilize the LTD benefit shall be based on the
22 employee's average biweekly hours worked the preceding fiscal year, but the dollar
23 amount of the benefit shall be calculated on the basis of the employee's current hourly
24 rate (the hourly rate in effect at the time the employee actually goes on disability
25 leave).

26 3. The cost of premiums of such Plan shall be shared by the Employer and the employee
27 in accordance with current practice.

28 4. The Employer shall provide a rider to the existing LTD insurance. All employees who
29 are covered by LTD insurance shall automatically be covered by this rider as well. The
30 rider shall provide insurance which will pay directly to the carrier the full amount
31 (100%) of health insurance (or HMO) premiums while such employee is on LTD
32 insurance for a maximum of six (6) months for each covered employee. The Employer
33 agrees to pay the cost of such rider. If not prohibited by the IRS, an employee whose
34 LTD rider has expired may transfer immediately to a State-employee spouse's health
35 plan.

36 5. The monthly benefit level maximum is \$5,000.00.

37 6. The eligibility period for Plan II claimants who remain totally disabled shall be reduced
38 from age 70 to age 65, or for a period of 12 months, whichever is greater.

ARTICLE 43

- 1 7. The benefit period for “mental/nervous” claims shall be limited to 24 months from the
2 beginning of the time a claimant is eligible to receive benefits. This limitation does not
3 apply to mental health claims where the claimant is under in-patient care.
- 4 8. The waiting period for receipt of LTD benefits shall be 14 calendar days or the
5 exhaustion of sick leave credits.
- 6 9. An employee may “freeze” any sick leave accrued during the period when he/she is
7 using up sick leave because of the disability which leads directly to receiving LTD
8 benefits.

9 **Section H. Life Insurance.**

- 10 **a. Employee Life:** The Employer shall provide a State-sponsored group life
11 insurance plan which has a death benefit equal to two (2) times annual salary
12 rounded up to the nearest \$1,000, with a minimum \$10,000 benefit. The Employer
13 shall pay one hundred percent (100%) of the premium for this benefit. Less than
14 full-time employees who are eligible for enrollment in the Plan in accordance with
15 Appendix C shall have their benefit level determined as if they were working full-
16 time in a full-time position.
- 17 **b. Dependent Life:** An employee may enroll legal spouse and/or eligible children in
18 a dependent life insurance plan. Dependent children must be unmarried and
19 between the ages of 14 days and 23 years. The age ceiling under the optional life
20 insurance plan shall not apply to dependents who are documented as being
21 incapacitated by a physical or mental impairment, provided coverage does not
22 terminate for any other reason.
- 23 (1) Employee pays one hundred percent (100%) of premium for optional
24 dependent coverage via payroll deduction.
- 25 (2) Employee may choose between five (5) levels of dependent coverage:
- 26 (a) Level one insures spouse for \$1,500 and children from age 15 days to 23
27 years for \$1,000.
- 28 (b) Level two insures spouse for \$5,000 and children from age 15 days to 23
29 years for \$2,500.
- 30 (c) Level three insures spouse for \$10,000 and children from age 15 days to
31 23 years for \$5,000.
- 32 (d) Level four insures spouse for \$25,000 and children from age 15 days to
33 23 years for \$10,000.
- 34 (e) Level five insures children only from age 15 days to 23 years for \$10,000.
- 35 (f) Level six insures spouse for \$50,000 and children from age 15 days to
36 23 years for \$15,000.
- 37 (g) Level seven insures children from age 15 days to 23 years for \$15,000.

1 **Section I. Accidental Death Insurance.**

2 The State shall provide a State-sponsored Accidental Death Insurance Plan which has a
3 benefit of \$150,000 in case of an employee's accidental death in line of duty.

4 **Section J. Continuation of Group Insurances.**

5 **a. Upon Layoff.**

6 (1) Employees who are laid off, at the time of layoff, may elect to continue
7 enrollment in the SHP PPO (or alternative plan) and life insurance plan by
8 paying the full amount (100%) of the premium. Such enrollment may
9 continue until the employee is recalled or for a period of three (3) years,
10 whichever occurs first. Such employees may also elect to continue
11 enrollment in the Group Dental (or alternative plan) and/or Group Vision
12 Plans by paying the full amount (100%) of the premium. Such enrollment
13 may continue until the employee is recalled or for a period of eighteen (18)
14 months, whichever occurs first. In accordance with Paragraph (2) of this
15 Section, the Employer shall pay the Employer's share of such premiums
16 for two (2) pay periods for employees selecting these options.

17 (2) Employees laid off as a result of a reduction in force may elect to pre-pay
18 their share of premiums, if any, for the SHP PPO (or alternative plan),
19 Group Dental Plan (or alternative plan), Group Vision Plan, and life
20 insurance for two (2) additional pay periods after layoff by having such
21 premiums deducted from their last pay check. The Employer shall pay the
22 Employer's share of premiums for the SHP PPO (or alternative plan),
23 Group Dental Plan (or alternative plan), Group Vision Plan, and life
24 insurance for two (2) pay periods for employees selecting this option.
25 Coverage for the State Health Plan (or alternative plan), Group Dental Plan
26 (or alternative plan), Group Vision Plan, and life insurance shall thereafter
27 continue for these two (2) pay periods. Election of this option shall not affect
28 the laid off employee's eligibility for continued coverage as outlined in
29 Paragraph (1) of this Section.

30 **b. Upon Leave.**

31 Employees who are granted a leave of absence may elect to continue
32 enrollment in the SHP PPO (or alternative plan) at the time the leave begins.
33 Except as may be otherwise provided in the Federal Family and Medical Leave
34 Act, for continuation of health plan benefits, such employees shall be eligible
35 for continued enrollment during the leave of absence by paying the full amount
36 (100%) of the premium. Such employees may also elect, at the time the leave
37 begins, to continue enrollment in the life insurance plan for up to twelve (12)
38 months by paying the full amount (100%) of the premium. Such employees may
39 likewise elect to continue enrollment in the Group Dental Plan (or alternative
40 plan) and/or Group Vision Plan for up to eighteen (18) months by paying the
41 full amount (100%) of the premium.

1 **c. Upon Death.**

2 Health Plan coverage for enrolled dependents will cease the 30th day after a
3 Bargaining Unit member's death unless the covered Bargaining Unit member
4 is eligible for an immediate pension benefit from the State Employees'
5 Retirement System, or unless the dependents elect continued plan coverage
6 in accordance with provisions of the Consolidated Omnibus Budget
7 Reconciliation Act of 1985 (COBRA).

8 **c. Continuation of Life Insurance Coverage in the Event of Total Disability.**

9 Upon presentation of satisfactory evidence of total disability to Civil Service,
10 which is defined as receiving benefits from one of the following:

- 11 (1) The State's Long Term Disability Plan,
- 12 (2) Social Security Disability coverage,
- 13 (3) Workers' Compensation Insurance, or
- 14 (4) The State's Duty or Nonduty Disability Retirement Plan,

15 The employee shall receive life insurance coverage fully paid by the Employer
16 for as long as the employee is totally disabled. All premium payments made by
17 the employee prior to establishing Total Disability shall be reimbursed to the
18 employee. The benefit level is the amount in force on the day the employee
19 becomes totally disabled; however, if the employee is totally disabled on his/her
20 65th birthday, the employee shall be considered retired and the life insurance
21 coverage shall be the same as if the employee had retired.

22 **Section K. Group Insurance Enrollment Upon Limited Term Recall.**

23 All employees covered by this Agreement who accept limited term recall into positions in
24 these Bargaining Units are eligible for enrollment in all group insurance plans in which
25 they were enrolled at the time of layoff. Coverages in such plans shall be the same as the
26 coverage at the time of layoff. Eligibility for other benefits shall be in accordance with
27 Appendix C of the Master Agreement. Such employees shall not be considered as
28 temporary (less than 720 hours) employees.

29 **Section L. Voluntary Benefits**

30 Employees in these Bargaining Units shall be eligible to enroll in a Voluntary Benefits plan
31 established by the Employer. The entire cost of any premiums shall be paid by the
32 employee through payroll deduction or by direct bill as permitted by the specific plan.
33 Benefits offered may include home and auto insurance, voluntary group term life
34 insurance, universal life insurance, and a pre-paid legal plan. Plan offerings will be
35 announced through an annual open enrollment process, and in the event any optional
36 coverage plan is cancelled or withdrawn, employees enrolled in the plan will be sent
37 written notice at least 30 calendar days in advance of the coverage end date.

1 **Section M. Shift Premium Payment.**

2 1. Employees in MSEA Bargaining Units in classes at the levels indicated below are
3 eligible for shift premium of 5% above straight time rates, rounded to the nearest cent:

<u>Bargaining Units</u>	<u>Skill Levels</u>
4 Position Comparison System	1 – 12
5 Labor and Trades	5 – 11
6 Safety and Regulatory	6 – 13

7
8 2. Shift premium shall be paid to eligible employees for each shift where fifty percent
9 (50%) or more of their regularly scheduled shift falls between the hours of 4:00 p.m.
10 and 5:00 a.m.

11 3. Shift premium shall be included as part of the regular rate for computation of the
12 premium for overtime hours worked by eligible employees working regularly
13 scheduled afternoon and night shifts.

14 4. Shift premium shall not be paid for holidays or leave time used.

15 5. The value of shift premium shall not be included in determining the value of fringe
16 benefits which are based on pay rate; all fringe benefits will be based on the straight
17 time pay rates.

18 6. Work requiring reassignment of employees from day shifts to afternoon or night shifts
19 shall be paid shift premium as in the case of regularly assigned afternoon and night
20 shifts.

21 7. When an employee takes the place of an absent worker the employee must be paid
22 shift differential in addition to overtime unless both employees are not eligible for shift
23 differential.

24 **Section N. Hazard Pay.**

25 1. Classes responsible for custody and supervision of inmates in addition to regular
26 duties (formerly designated “P” rate classes) shall receive \$.40 per hour above regular
27 rates.

28 2. Eligibility for “P” rate shall be as follows:

29 a. Is responsible on a regular and recurring basis for the custody or supervision of
30 residents under the jurisdiction of the Department of Corrections, Bureau of
31 Correctional Facilities;

32 b. Is assigned to a position within the security perimeter of an institution within the
33 Bureau of Correctional facilities;

34 c. Is assigned to a work station within a Department of Corrections, Bureau of
35 Correctional Facilities institution which involves regular and recurring contact (25%

ARTICLE 43

- 1 or more of work time) with the Department of Corrections residents. Any disputes
2 arising under this paragraph shall be resolved by the Michigan State Employees
3 Association and the Office of State Employer;
- 4 d. Works in a "covered position" within the meaning of P.A. 351 of 1988, as may be
5 amended;
- 6 e. Is assigned to replace an employee receiving hazard pay within a security
7 perimeter for the period of such replacement, provided s/he replaces the employee
8 for a minimum of a seven (7) hour work day and any consecutive scheduled work.
- 9 3. Positions in departments other than Department of Corrections must supervise
10 residents assigned from Department of Corrections, Bureau of Correctional facilities.
- 11 4. Incidental contact such as passing by a resident porter does not qualify a position for
12 hazard pay.
- 13 5. In addition, those positions eligible for "P" rate which are:
- 14 a. Assigned to close, maximum and administrative segregation work units within the
15 security perimeter of a Department of Corrections, Bureau of Correctional Facilities
16 institution which is designated by the Michigan Corrections Commission as having
17 1) a close, maximum or administrative segregation overall rating, or 2) a close or
18 medium overall rating which would contain an administrative segregation unit; and
- 19 b. Occupied by a Bargaining Unit employee having two (2) years (4,176 hours) or
20 more of continuous service in the Bargaining Unit; shall receive an additional ten
21 cents (\$.10) per hour [for a total of fifty cents (\$.50) per hour].

22 **Section O. Personal Leave Days.**

23 Permanent full-time non-probationary employees shall receive two (2) personal leave
24 days (16 hours) to be used in accordance with normal requirements for annual leave
25 usage. Such leave shall be granted to less-than-full-time, non-probationary permanent
26 employees on a pro-rata basis in accordance with current practice regarding holidays.
27 Such leave grant shall be extended to employees returning from leave of absence on
28 their return. Such leave time shall be granted to persons entering the Bargaining Units
29 (for example, recall from layoff) on a pro-rata basis. However, no employee shall be
30 entitled to more than one grant of personal leave in each fiscal year. Such leave shall be
31 credited to the employee's annual leave balances on each October 1.

32 When an employee has submitted a written request to utilize a personal leave day at least
33 ninety-six hours prior to the beginning of the pay period and when such request has been
34 denied, the employee may present a grievance to the Step One Representative with a
35 request to expedite the grievance. If not expedited to the satisfaction of the Union, the
36 Union may verbally contact the departmental Appointing Authority or his/her designee,
37 explain the situation, and request an expedited answer. At each step, every effort will be
38 made to answer the grievance prior to the date the personal leave is to be taken.

1 **Section P. Longevity.**

2 1. **Eligibility**

3 a. Career employees who separate from State service and return and complete five
4 years (10,400 hours) of full-time continuous service prior to October 1st of any year
5 shall have placed to their credit all previous State classified service earned.

6 b. To be eligible for a full annual longevity payment after the initial payment, a career
7 employee must have completed continuous full-time classified service equal to the
8 service required for original eligibility, plus a minimum of one additional year (2080
9 hours).

10 c. Career employees rendering seasonal, intermittent or other part-time classified
11 service shall, after establishing original eligibility, be entitled to subsequent annual
12 payments on a pro-rata basis for the number of hours in pay status during the
13 longevity year.

14 2. **Payments** – Payment shall be made in accordance with the table of longevity values
15 (See Appendix J) based on length of service as of October 1.

16 a. No active employee shall receive more than the amount scheduled for one annual
17 longevity payment during any twelve month period except in the event of retirement
18 or death.

19 b. **Initial Payments** – Employees qualify for their initial payment by completing an
20 aggregate of five years (10,400 hours) of continuous service prior to October 1.
21 The initial payment shall always be a full payment (no proration).

22 c. **Annual Payments**

23 1. Employees qualify for full annual payment by completing 2,080 hours of
24 continuous service during the longevity year.

25 2. Employees who are in pay status less than 2,080 hours shall receive a pro-rata
26 annual payment based on the number of hours in pay status during the
27 longevity year.

28 d. Payments to employees who become eligible on October 1 of any year shall be
29 made on the pay date following the first full pay period in October; except that pro-
30 rata payments in case of retirement or death shall be made as soon as practicable
31 thereafter.

32 e. **Lost Time Considerations**

33 1. Lost time is not creditable continuous service nor does it count in qualifying for
34 an initial or an annual payment.

35 2. Employees do not earn State service credit in excess of 80 hours in a biweekly
36 pay period. Paid overtime does not offset lost time, except where both occur in
37 the same pay period.

ARTICLE 43

1 f. **Payment to Employees on Leave of Absence Without Pay and Layoff on**
2 **October 1**

3 1. An employee on other than a waived rights leave of absence, who was in pay
4 status less than 2,080 hours during the longevity year, will receive a pro-rata
5 annual payment based on the number of hours in pay status during the
6 longevity year; such payment shall be made on the pay date following the first
7 full pay period in October.

8 2. An employee on a waived rights leave of absence will receive a pro-rata
9 longevity payment upon returning from leave.

10 g. **Payment At Retirement Or Death** – An employee with 10,400 hours of currently
11 continuous service, who separates by reason of retirement or death shall qualify
12 and receive both a terminal and a supplemental payment as follows:

13 1. A terminal payment, which shall be either:

14 a. A full initial longevity payment based upon the total years of both current
15 and prior service, if the employee has not yet received an initial longevity
16 payment; or,

17 b. A pro-rata payment for time worked from the preceding October 1 to the
18 date of separation, if previously qualified. The pro-rata payment is based on
19 hours in pay status since October 1 of the current fiscal year.

20 2. A supplemental payment for all time previously not counted in determining the
21 amount of prior longevity payments, if any.

22 3. **Longevity Overtime** Upon conversion, the regular rate add-on for longevity
23 will be calculated and paid retroactively for overtime worked in the previous
24 fiscal year. This amount will be included in the longevity payment.

25 **Section Q. Holidays.**

26 1. The following are designated holidays:

27 New Year's Day Veteran's Day

28 Martin Luther King Day Thanksgiving Day

29 President's Day Thanksgiving Friday

30 Memorial Day Christmas Eve Day

31 Independence Day Christmas Day

32 Labor Day New Year's Eve Day

33 General Election Day (In Even Numbered Years)

34 2. Eligibility and compensation for holidays shall continue in accordance with current
35 practice. (See Appendix C.)

- 1 3. At the discretion of the Appointing Authority and with the approval of their immediate
 2 supervisor, employees may elect to work Veteran's Day and take an alternate day off
 3 in the same pay period in which the holiday occurs. In the event such approval is
 4 denied, employees shall not have the right to file grievances related thereto.

5 **Section R. Severance Pay.**

6 In recognition of the fact that the deinstitutionalization of the Department of Health and
 7 Human Services hospitals and centers, resident population has resulted and will continue
 8 to result in the layoff of a large number of State employees, and in recognition of the fact
 9 that such layoffs are likely to result in the permanent termination of the employment
 10 relationship, the parties hereby agree to the establishment of severance pay for certain
 11 employees.

12 1. **Definitions.**

13 a. **Layoff** – For purposes of this Section, layoff is defined as the termination of active
 14 State employment solely as a direct result of a reduction in force. Other
 15 separations from active State employment such as leaves of absence, resignation,
 16 suspension or dismissal shall not be considered a layoff under the terms of this
 17 Section.

18 b. **Week's Pay** – Week's pay is defined as an employee's gross pay for forty (40)
 19 hours of work at straight time excluding such things as shift differential and "P" rate
 20 at the time of layoff.

21 c. **Year of Service** – Year of service is defined as 2088 hours recorded in the PPS
 22 Continuous Service Hours Counter (see schedule below).

23 2. **Eligibility.** The provisions of this Section shall apply only to Department of Health and
 24 Human Services hospitals and centers, agency-based employees with more than one
 25 year of service who have been laid off because of a reduction in the resident
 26 population in State institutions. Further, the following employees shall not be eligible
 27 to receive severance pay:

28 a. Employees who are in less than satisfactory employment status.

29 b. Employees with a temporary or limited term appointment having a definite
 30 termination date.

31 3. **Time and Method of Payment.** After an employee has been laid off for six (6) months
 32 in accordance with the provisions of this Section, he/she shall be notified by the
 33 Agency in writing that he/she has the option of accepting a lump sum severance
 34 payment. The employee must notify the Agency in writing of his/her decision to accept
 35 the severance payment. An employee who does not notify the Agency in writing of
 36 his/her decision shall be deemed to have elected to initially reject the payment.

37 If the employee chooses to reject the payment, the employee has the option at any
 38 time within the next six (6) months of accepting the lump sum severance payment. An

ARTICLE 43

1 employee who reaches such decision during the second six (6) month period shall
2 notify the Agency in writing of his/her decision.

3 An employee who has been laid off for twelve (12) months shall be notified by the
4 Agency in writing that he/she must choose either to accept the lump sum severance
5 payment or to reject such payment. By rejecting such payment, the employee shall
6 have no further opportunity to receive severance payment. The employee must notify
7 the Agency in writing of his/her decision within fourteen (14) calendar days of receipt
8 of the Agency's notification. An employee who does not notify the Agency in writing of
9 his/her decision to accept the severance payment shall be deemed to have
10 permanently rejected such payment. If an employee elects to accept the lump sum
11 payment, such payment shall be made by the Agency within sixty (60) calendar days
12 of receipt of the employee's decision.

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

16 a. If the employee is deceased.

17 b. (1) If the employee is hired for any position within the State classified service:

18 • If such employment requires a probationary period, upon successful
19 completion of such period.

20 • If no probationary period is required, upon date of hire.

21 • If a probationary period is required and the employee does not successfully
22 complete such required probationary period and is therefore separated, such
23 time of employment shall be bridged for purposes of the time limits in Sub-
24 section R-3. Above.

25 (2) If the employee is hired for any position outside of the State Classified Civil
26 Service and the initial base hourly rate for that new employment is 75 percent or
27 more of the employee's final base hourly rate of the Bargaining Unit position from
28 which she/he was laid off.

29 c. An employee who refuses recall to or new State employment hiring within a thirty
30 (30) mile radius in the tri-county area of Wayne, Oakland, and Macomb or fifty (50)
31 mile radius outstate of the Agency from which he/she was laid off. The same radius
32 shall apply to an employee who refuses a position with any other department of
33 the State.

34 d. An employee permanently recalled to another job in State government.

35 5. **Effect of Recall.**

36 a. An employee temporarily recalled for sixty (60) calendar days or less shall have
37 such time bridged for purposes of counting the time in accordance with Sub-
38 section R-3. Above.

1 b. An employee permanently [more than sixty (60) calendar days] recalled to a
2 position in this Bargaining Unit and subsequently laid off shall have the same rights
3 as if he/she were laid off for the first time. The time limits listed in Sub-section R-
4 3. Above shall be applied from the date of the most recent layoff.

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

18 7. **Payment.** An employee who elects in writing to receive severance pay shall receive
19 an explanation of the terms of such severance pay. The Office of the State Employer
20 shall develop a form which explains to such employee all the conditions attendant to
21 acceptance of severance pay.

22 The employee and Appointing Authority or designee shall sign this form and the
23 signatures shall be witnessed. No employee is entitled to receive severance pay until
24 and unless he/she has signed the above mentioned form. The employee shall receive
25 a carbon copy of the signed form.

26 The Employer shall deduct from the amount of any severance payment any amount
27 required to be withheld by reason of law or regulation for payment of taxes to any
28 federal, state, county or municipal government. Eligible employees as indicated in
29 Subsections R1-R6 above shall receive severance payment according to the following
30 schedule:

31 a. Employees who have from one (1) through five (5) years of service: One week's
32 pay for every full completed year of service, years 1-5;

33 b. Employees who have more than six (6) full years of service: Two week's pay for
34 every full completed year of service, years 6-10;

35 c. Employees who have more than eleven (11) full years of service: Three week's
36 pay for every full completed year of service from year 11 on. For amounts, see
37 following schedule.

38 Employees who work less than full-time (80 hours per pay period) shall be eligible in
39 accordance with Subsections R1-R6 above, to receive a proportional severance
40 payment in accordance with the following formula:

ARTICLE 43

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

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

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

13 9. **Effective Date.** The provisions of this Section shall apply to employees in the Labor
14 and Trades Unit in the Department of Health and Human Services hospitals and
15 centers, laid off on or after October 1, 1983.

16 **SEVERANCE PAY SCHEDULE**

	<u>Hours</u>	<u>Years</u>	<u>Week's Pay</u>
17			
18	2088 – 4176	1	1
19	4177 – 6264	2	2
20	6265 – 8352	3	3
21	8353 – 10440	4	4
22	10441 – 12528	5	5
23	12529 – 14616	6	7
24	14617 – 16704	7	9
25	16705 – 18792	8	11
26	18793 – 20880	9	13
27	20881 – 22968	10	15
28	22969 – 25056	11	18
29	25057 – 27144	12	21
30	27145 – 29232	13	24
31	29233 – 31320	14	27
32	31321 – 33408	15	30
33	33409 – 35496	16	33
34	35497 – 37584	17	36
35	37585 – 39672	18	39
36	39673 – 41760	19	42
37	41761 – 43848	20	45
38	43849 – 45936	21	48
39	45937 – 48024	22	51
40	48025 – 50112	23	52
41	50113 – 52200	24	52
42	52201 – 54288	25	52
43	Etc.		

1
2 **EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL-TIME EMPLOYEE**

3 Average number of hours worked in previous calendar year: 1980

4 Full-time employee hours: 2088

$$\text{Proportion (or percentage)} \quad \frac{1980}{2088} = 94.8\%$$

5 $.948 \times \$S.P. = \$\text{Gross Amount to be paid}$

6 S.P. = Severance Payment from schedule

7 The employee agrees that employees who are indefinitely laid off shall be eligible for
8 severance payments in accordance with the provisions of this Section during the life of
9 this Agreement, up to the maximum total of \$2.5 million. The provisions of the Sub-section
10 will not apply to Department of Health and Human Services hospitals and centers,
11 employees entitled to severance pay under this section.

12 **Section S. Deferred Compensation.**

13 Employees who are laid off from State employment and who have been enrolled in the
14 State's Deferred Compensation Program shall be provided with a written explanation of
15 their options regarding their contributions made to the Plan. Such written explanation shall
16 fully outline and be only limited by governing IRS Regulation 457 and the State's IRS
17 approved Deferred Compensation Plan.

18 **Section T. Reimbursement Rates – Travel.**

19 Employees shall be entitled to travel reimbursement at the rates and in accordance with
20 the Standardized Travel Regulations and the Department of Technology, Management
21 and Budget Administrative Guide which are in effect on the date(s) of travel, except that
22 meal receipts will not be required.

23 **Section U. A Qualified 401(k) Tax-Sheltered Plan.**

24 The qualified 401(k) Tax-Sheltered Plan currently in effect shall be continued for
25 employees in these Bargaining Units.

26 **Section V. Flexible Compensation Plan.**

27 The Employer shall maintain the current flexible compensation plan for employees in
28 these Bargaining Units. The Employer's share of the cost of parking in State owned lots,
29 health, vision, and dental insurance coverage is deducted from gross pay rather than take
30 home (after-tax) pay. This reduces the amount of state and federal taxes withheld. The
31 gross pay before all the deductions is still used for the computation of retirement, life
32 insurance, and long term disability benefits. The employee automatically makes the
33 election for flexible compensation by enrolling in the health, vision, or dental plans. The
34 premiums for long term disability (LTD) is not deducted before taxes because it would
35 make the LTD benefits entirely taxable instead of being partially tax free as they are now.

ARTICLE 44

1 Effective 1/1/87, federal FICA taxes will also not be deducted from the amount employees
2 pay for health, vision, and dental insurance.

3 Effective October 1, 1989, employees in these Bargaining Units will be eligible to
4 participate in the State of Michigan dependent care and medical spending accounts
5 authorized in accordance with Section 125 of the Internal Revenue Service Code except
6 as provided in the 2015 Letter of Understanding titled "Federal Excise Tax Implications".

7 **Beginning January 1, 2021, the Employer shall offer employees the option of enrolling in
8 either a general-purpose flexible spending account or a limited-purpose flexible spending
9 account, as authorized by federal law for health-care expenses.**

10 **Section W. Safety Shoes.**

11 The allowance paid by the Employer for the purchase of any required safety shoes in
12 accordance with the provisions of Article 22, Section E, shall be the actual cost of such
13 shoes up to a maximum reimbursement of \$100.00. In the alternative, an employee may
14 elect to be reimbursed the actual cost of required safety shoes once in a two-year period,
15 up to a maximum of \$200.00. The applicable period shall be measured from the date of
16 the most recent request for reimbursement.

17 When an employee presents medical evidence of the need for an orthopedic safety shoe
18 the Employer shall reimburse the actual cost of the orthopedic safety shoe not otherwise
19 covered by the health insurance.

20 **Section X. Conservation Officer Per Diem.**

21 Conservation Officers-E, SR-A and SPL-SS shall receive a \$3.00 per diem for emergency
22 response. This shall be paid quarterly in January, April, July, and October. The parties
23 may agree to a biweekly payment when administratively possible.

24 **Section Y. Motor Carrier Officer Per Diem.**

25 Effective June 13, 1986, the per diem previously paid to Motor Carrier Officer 9 and 10
26 was rolled into the base rate. This Section is written solely to document that action.

27 **Section Z. Effective Date.**

28 This Article shall be effective on October 1, 2019 unless otherwise specified.

29 **ARTICLE 44**
30 **PRINTING OF THE AGREEMENT**

31 The Employer and MSEA shall jointly proof this Agreement against the tentative
32 Agreement ratified by the parties and approved by the Civil Service Commission and shall
33 agree upon a common cover color and format prior to final printing and distribution. The
34 Agreement may be printed by the Department of Technology, Management and Budget
35 Print and Graphics Services. The Employer shall be responsible for the cost of its own
36 copies of this Agreement. MSEA shall be responsible for the cost of its own copies and
37 copies to be provided to employees in the Bargaining Unit. A copy of this Agreement shall

1 be available to be consulted by an employee upon request in the office of every supervisor
2 of employees covered by this Agreement.

3 **ARTICLE 45**
4 **UNION INFORMATION TO THE EMPLOYER**

5 MSEA agrees to furnish the following information in writing to the Employer:

- 6 1. A list of Designated Stewards and their respective jurisdictions annually.
- 7 2. A list of the Department Caucus Spokespersons.
- 8 3. A list of State Officers and Regional Directors.
- 9 4. MSEA Constitution.
- 10 5. Current MSEA office(s) mailing addresses and phone numbers.

11 Any changes or additions to the above information shall be forwarded to the Employer by
12 the Union, in writing, as soon as such changes are made.

13 **ARTICLE 46**
14 **NO STRIKE – NO LOCKOUT**

15 **A. No Strike.**

16 The Employer and MSEA recognize their mutual responsibility to provide for uninterrupted
17 services. Therefore, for the duration of this Agreement, neither MSEA, either individually
18 or through its members, nor any employees covered by this Agreement, will authorize,
19 instigate, condone, or take part in any strike, work stoppage, slowdown or other concerted
20 interruption of operations of services by employees, and employees will maintain the full
21 and proper performance of duties in the event of a strike.

22 When the Employer notifies the Union by certified mail that any of the employees in these
23 Representation Units are engaged in any such strike activity, MSEA shall immediately
24 inform such employees that strikes are in violation of this Agreement and contrary to the
25 Civil Service Commission Rules and Regulations.

26 **B. No Lockout.**

27 The Employer agrees that neither it, its officers, agents nor representatives, individually
28 or collectively, will authorize, instigate, or condone, or take part in, any lockout.

29 **ARTICLE 47**
30 **EFFECT OF CIVIL SERVICE COMMISSION RULES, REGULATIONS AND**
31 **COMPENSATION PLAN**

32 The parties recognize that this Agreement is subject to the Rules and Regulations of the
33 Civil Service Commission and the Civil Service Compensation Plan. The parties therefore
34 adopt and incorporate herein such Rules and Regulations (except Rules governing
35 prohibited subjects of bargaining) and the Compensation Plan provided that the subject

ARTICLE 48

1 matter of such Rules, Regulations and Compensation Plan is not covered in this
2 Agreement.

3 Except as otherwise provided in the Civil Service Commission Rules and Regulations, if
4 the subject matter of a proper subject of bargaining is addressed in this Agreement, the
5 provisions of this Agreement shall govern entirely.

6 Except as otherwise provided in the Civil Service Commission Rules and Regulations,
7 where any provision of this Agreement is in conflict with any current Commission Rule or
8 Provision of the Compensation Plan regarding a proper subject of bargaining, the parties
9 will regard Commission approval of this Agreement as an expression of policy by the
10 Commission that the parties are to be governed by the provisions of this Agreement.

11 The parties agree that upon appointment to a different classification series, movement
12 into or within the Bargaining Unit, in those circumstances where the employee does not
13 meet the experience requirements for the journey (experienced) level, the employee's
14 rate of pay shall be maintained at the previous rate of pay until the employee becomes
15 eligible for the experienced level of the new classification series, provided the previous
16 rate of pay does not exceed the maximum of the new experienced level class. In such
17 cases the employee shall be paid at the maximum of the new experienced level class.

18
19

ARTICLE 48 **SEVERABILITY**

20 In the event that any provision of this Agreement at any time after execution shall be
21 declared to be invalid by any court of competent jurisdiction, or abrogated by law, such
22 invalidation of such part or portion of the Agreement shall not invalidate the remaining
23 portions of this Agreement, it being the express intent of the parties that all other
24 provisions not thereby invalidated shall remain in full force and effect. The parties shall
25 promptly enter into collective bargaining negotiations for the purpose of arriving at a
26 mutually satisfactory replacement for such invalidated provision.

27
28

ARTICLE 49 **PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES**

29 A. Permanent-intermittent employees shall be used only for job assignments which are
30 characterized by periodic, irregular or cyclical scheduling. Permanent-intermittent
31 employees shall not be used for the purpose of eroding permanent full-time
32 employment.

33 B. Permanent-intermittent and part-time employees are entitled to all benefits in
34 accordance with Appendix C.

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

- 1 D. Any bargainable issues arising out of the employment of Permanent-intermittent and
2 part-time employees shall be discussed in Labor-Management Meetings.
- 3 E. The Employer agrees to provide a minimum call-in guarantee of two (2) hours for
4 Permanent-intermittent employees who are scheduled to work or called in to work in
5 accordance with departmental practice and who after arriving at the work site, are
6 advised that they are not needed, or work less than two (2) hours.
- 7 F. Permanent-intermittent and part-time employees who work an assigned shift and who,
8 after returning home, are called back to work will be paid in accordance with the call
9 back provisions as outlined in Article 14, Section H.

10
11

ARTICLE 50
SECONDARY NEGOTIATIONS

12 The parties acknowledge and agree that no secondary negotiations may take place
13 except as specifically authorized by an Article of this Agreement. The parties agree to
14 extend the life of secondary agreements and Letters of Understanding relative to the
15 administration thereof until such time as new secondary agreements have been
16 negotiated and approved by the Civil Service Commission. An extension of a secondary
17 agreement requires the approval of the Civil Service Commission. It is understood and
18 agreed that no provision of a secondary agreement may take precedence over any
19 provision of this (primary) Agreement. Thus, if a conflict arises between a provision of this
20 Agreement and a provision of a secondary agreement the provisions of this primary
21 Agreement rather than the secondary shall prevail.

22 The parties shall conclude negotiations on secondary agreements no later than three
23 months after Civil Service Commission approval of this primary Agreement. Should the
24 parties fail to agree on items properly referred to secondary negotiations within three
25 months after the primary Agreement was approved by the Civil Service Commission, the
26 outstanding items will be submitted to Impasse in a manner provided in the Civil Service
27 Commission Rules and Regulations.

28 Prior to the actual signing of a complete tentative secondary agreement(s) by the
29 Departments and the MSEA departmental caucus Spokesperson, the Office of State
30 Employer and the MSEA President shall have 10 work days from receipt of the Agreement
31 to concurrently review and approve or disapprove the tentative Agreement. Thereafter,
32 any signing of tentative Agreements shall not require further review or approval of the
33 Office of State Employer or MSEA.

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

36
37

ARTICLE 51
LABOR-MANAGEMENT COUNCIL

38 A Labor-Management Council composed of the President of MSEA or his/her designee,
39 the Director of the Office of the State Employer or his/her designee, and four (4) members
40 selected by the MSEA and four (4) members selected by the Office of the State Employer

ARTICLE 52

1 has been established. The Parties may mutually agree upon a greater number of
2 members. This Council shall meet on an as-needed basis to examine and attempt to
3 resolve issues of interdepartmental impact and/or statewide concerns.

4 This Council will seek the advice and assistance of the Federal Mediation and Conciliation
5 Service (FMCS) to assist in resolving disputes.

6 **ARTICLE 52**
7 **INTEGRITY OF THE BARGAINING UNIT**

8 A. The Employer recognizes that the integrity of the Bargaining Units is of significant
9 concern to MSEA.

10 B. The Employer may continue to utilize job training programs, such as the programs
11 listed below, provided the primary purpose of such programs shall be to supplement
12 ongoing activities or to provide training opportunities.

- 13 • Student Work Experience
- 14 • CETA Program Employees
- 15 • Patient/Employee Programs
- 16 • Seasonal Recreation Programs
- 17 • Volunteer Programs
- 18 • WIN/GA Experience Programs
- 19 • Prisoner/Employee Programs & etc.

20 The Employer will provide MSEA with information which permits the Association to
21 monitor the implementation of such programs, if not already provided.

22 C. The Employer recognizes its obligation to utilize Bargaining Unit members in
23 accordance with the merit principles of the Civil Service Commission. The Employer
24 reserves the right to use contractual service where necessary or desirable to provide
25 cost-effective, efficient services to the public.

26 The Employer agrees to make reasonable efforts (not involving a delay in
27 implementation) to avoid or minimize the impact of such sub-contracting upon
28 Bargaining Unit employees.

29 Whenever the Employer intends to contract out, sub-contract services or renew such
30 contracted services, including preauthorized contractual services, the Employer shall,
31 as early as possible, but at least fifteen (15) calendar days prior to the implementation
32 of the contract, sub-contract or contractual services renewal, give written notice of its
33 intent to MSEA. When a contract in excess of \$250,000 is to be submitted to Civil
34 Service notice shall be provided to MSEA at least forty (40) calendar days prior to the
35 implementation of the contract. Notice shall consist of a copy of the request made to
36 Civil Service unless such a request is not required, in which case, a copy of the

1 contract will be provided. The Employer will indicate on the CS-138 form the date that
 2 notice of the sub-contract was provided to the Union. The notice shall include such
 3 matters as:

- 4 1. The nature of the work to be performed or the service to be provided;
- 5 2. The proposed duration and cost of such sub-contracting;
- 6 3. The rationale for such sub-contracting unless pre-authorized.
- 7 4. The Civil Service standard.
- 8 5. The cost analysis when Standard D of the Civil Service Rule 7-3 is the Standard
 9 Listed on the CS-138. The Employer shall, upon written request, meet and confer
 10 with the Union over the impact of the proposed contractual services, including
 11 preauthorized contractual services, upon the Bargaining Units.

12 D. MSEA may propose alternatives to sub-contracting. Such meeting shall occur within
 13 ten (10) calendar days [fifteen (15) calendar days in the case of a contract in excess
 14 of \$250,000] from the date of notice to MSEA. Such discussions shall not serve to
 15 delay implementation of the Employer's decisions or preclude MSEA from challenging
 16 the contractual personal service request. Upon the request of MSEA, in a good faith
 17 effort to reduce subcontracting, the Employer will meet with MSEA to discuss utilizing
 18 shared services with the state employees and/or to avoid duplicated contract services.

19 E. The Employer shall also provide MSEA, upon written request, information necessary
 20 to monitor the implementation, including costs, of the contract or sub-contract. If the
 21 volume of the information requested under this Section would place an unreasonable
 22 burden on the Employer, the parties will meet to attempt to identify alternative
 23 mechanisms for providing such information.

24 **ARTICLE 53**
 25 **DRUG AND ALCOHOL TESTING**

26 **A. Definitions.**

27 As used in this article:

- 28 1. ***Alcohol test*** means a chemical or breath test administered for the purpose of
 29 determining the presence or absence of alcohol in a person's body.
- 30 2. ***Drug*** means a controlled substance or a controlled substance analogue listed in
 31 Schedule 1 or Schedule 2 of Part 72 of the Michigan Public Health Code, Act No. 368
 32 of the Public Acts of 1978, being Sections 333.7201, et seq., of the Michigan Compiled
 33 Laws, as may be amended from time to time.
- 34 3. ***Drug test*** means a chemical test administered for the purpose of determining the
 35 presence or absence of a drug or metabolites in a person's bodily fluids.
- 36 4. ***Random selection basis*** means a mechanism for selecting test-designated
 37 employees for drug tests and alcohol tests that (1) results in an equal probability that

ARTICLE 53

- 1 any employee from a group of employees subject to the selection mechanism will be
2 selected and (2) does not give the Employer discretion to waive the selection of any
3 employee selected under the mechanism.
- 4 5. **Reasonable suspicion** means a belief, drawn from specific objective facts and
5 reasonable inferences drawn from those facts in light of experience, that an employee
6 is using or may have used drugs or alcohol in violation of a departmental work rule or
7 a Civil Service Commission Rule or Regulation. By way of example only, reasonable
8 suspicion may be based upon any of the following:
- 9 a. Observable phenomena, such as direct observation of drug or alcohol use or the
10 physical symptoms or manifestations of being impaired by, or under the influence
11 of, a drug or alcohol.
- 12 b. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a
13 credible source.
- 14 c. Evidence that an individual has tampered with a drug test or alcohol test during
15 employment with the State of Michigan.
- 16 d. Evidence that an employee is involved in the use, possession, sale, solicitation, or
17 transfer of drugs or alcohol while on duty, while on the Employer's premises, or
18 while operating the Employer's vehicle, machinery, or equipment.
- 19 6. **Rehabilitation program** means an established program to identify, assess, treat, and
20 resolve employee drug or alcohol abuse.
- 21 7. **Test-designated employee** means an employee who occupies a test-designated
22 position.
- 23 8. **Test-designated position** means any of the following:
- 24 a. A safety-sensitive position in which the incumbent is required to possess a valid
25 commercial driver's license or to operate a commercial motor vehicle, an
26 emergency vehicle, or dangerous equipment or machinery.
- 27 b. A position in which the incumbent possesses law enforcement powers or is
28 required or permitted to carry a firearm while on duty.
- 29 c. A position in which the incumbent, on a regular basis, provides direct health care
30 services to persons in the care or custody of the State or one of its political
31 subdivisions.
- 32 d. A position in which the incumbent has regular unsupervised access to and direct
33 contact with prisoners, probationers, or parolees.
- 34 e. A position in which the incumbent has unsupervised access to controlled
35 substances.
- 36 f. A position in which the incumbent is responsible for handling or using hazardous
37 or explosive materials.

1 g. Another position agreed to in secondary negotiations.

2 **B. Prohibited Activities.**

3 An employee shall not do any of the following:

4 1. Consume alcohol while on duty, except as specified in the position description and
5 department policy for liquor control agents.

6 2. Consume drugs while on duty, except pursuant to a lawful prescription issued to the
7 employee.

8 3. Report to duty or be on duty with a prohibited level of alcohol or drugs present in the
9 employee's bodily fluids.

10 4. Refuse to submit to a required drug test or alcohol test.

11 5. Interfere with any testing procedure or tamper with any test sample.

12 **C. Testing Employees.**

13 The Employer may require an employee, as a condition of continued employment, to
14 submit to a drug test or an alcohol test, as provided in this Article.

15 1. **Tests Authorized.**

16 a. **Reasonable suspicion testing.** An employee shall be required to submit to a drug
17 test or an alcohol test if there is reasonable suspicion that the employee has
18 violated this Article. In such situations the Employer will arrange appropriate
19 transportation to the testing site and then to their residence.

20 b. **Pre-appointment testing.** An employee not occupying a test-designated position
21 shall submit to a drug test if the employee is selected for a test-designated position.
22 The parties agree that in the Department of State Police, Motor Carrier Officer
23 recruits shall be subject to a six panel drug test once during recruit school.

24 c. **Follow-up testing.** An employee shall submit to an unscheduled follow-up drug
25 test or alcohol test if, within the previous 24-month period, the employee voluntarily
26 disclosed drug or alcohol problems, entered into or completed a rehabilitation
27 program for drug or alcohol abuse, failed or refused a pre-appointment drug test,
28 or was disciplined for violating this rule.

29 d. **Random selection testing.** A test-designated employee shall submit to a drug
30 test and an alcohol test if the employee has been selected for testing on a random
31 selection basis.

32 The Office of the State Employer will provide data on testing percentages annually
33 upon request by the MSEA.

34 e. **Post-incident testing.** A test-designated employee shall submit to a drug test or
35 an alcohol test if there is evidence that the test-designated employee may have
36 caused or contributed to an on-duty accident or incident resulting in death, or

ARTICLE 53

1 serious personal injury requiring immediate medical treatment, that arises out of
2 any of the following:

- 3 (1) The operation of a motor vehicle.
- 4 (2) The discharge of a firearm.
- 5 (3) A physical altercation.
- 6 (4) The provision of direct health care services.
- 7 (5) The handling of dangerous or hazardous materials.

8 **2. Limitations On Certain Tests.**

- 9 a. **Test Selection.** An employee subject to testing under this rule may be required to
10 submit only to a drug test, only to an alcohol test, or to both tests. However, pre-
11 appointment testing shall be limited to drug testing.
- 12 b. **Limitations On Follow-Up Testing.** The Employer may require an employee who
13 is subject to follow-up testing to submit to no more than six unscheduled drug or
14 alcohol tests within any twelve-month period.
- 15 c. **Limitations On Random Selection Testing.** The number of drug tests conducted
16 in any one year on a random selection basis shall not exceed five percent (5%) of
17 the number of all test-designated positions. The number of alcohol tests conducted
18 in any one year on a random selection basis shall not exceed five percent (5%) of
19 the number of all test-designated positions.

20 The parties will review drug testing data on an annual basis and should there be a
21 significant increase in positive drug and alcohol tests in the preceding year, the
22 Employer reserves the right to increase the random selection basis up to 10%.
23 Should the percent increase occur and there is a further significant increase in
24 positive drug and alcohol tests during the next or subsequent annual review, the
25 Employer reserves the right to increase random selection basis to 15% of the
26 number of all tests designated positions.

- 27 d. **Limitations On Reasonable Suspicion Testing.** Before an employee is subject
28 to reasonable suspicion testing, a trained supervisor must document the basis for
29 the reasonable suspicion. In addition, an employee shall not be subject to a
30 reasonable suspicion test until the Employer-designated drug and alcohol testing
31 coordinator (DATC), or the DATC's designee, has given express, individualized,
32 approval to conduct the test.

33 **D. Drug and Alcohol Testing Protocols.**

- 34 1. **Drug Testing Protocol.** The Employer will adopt the current "Mandatory Guidelines
35 for Federal Workplace Drug Testing Programs," as amended, issued by the U.S.
36 Department of Health and Human Services (the "HHS Drug Guidelines") as the
37 protocol for drug testing under this Article. If an employee tests positive for prohibited
38 drugs on the initial test but the results of the split sample test are negative, the

1 employee shall then be reimbursed for the cost paid by the employee for said split
2 sample test.

3 2. **Alcohol Testing Protocol.** The Employer will adopt the alcohol testing provisions of
4 the current "Procedures for Transportation Workplace Drug and Alcohol Testing
5 Programs," as amended, issued by the U.S. Department of Transportation (the "DOT
6 Alcohol Guidelines") as the protocol for alcohol testing under this Article.

7 3. **Changes In Protocol.** During the term of this agreement, the parties may agree to
8 amend the protocols without the further approval of the Civil Service Commission to
9 include any final changes to the HHS Drug Guidelines or the DOT Alcohol Guidelines
10 that are published in the Federal Register and become effective. If the parties agree
11 to adopt any such final changes, the parties shall notify the State Personnel Director
12 in writing of the changes and their effective date. Any other change in the protocols
13 requires the approval of the Civil Service Commission.

14 **E. Prohibited Levels of Drugs and Alcohol.**

15 1. **Prohibited Levels of Drugs.** It is a violation of this Article for an employee to test
16 positive for any drug under the HHS Drug Guidelines at the time the employee reports
17 to duty or while on duty. A positive test result shall constitute just cause for the
18 Employer to discipline the employee.

19 2. **Prohibited Levels of Alcohol.** It is a violation of this Article for an employee to report
20 to duty or to be on duty with a breath alcohol concentration equal to or greater than
21 **0.02**. A confirmatory test result equal to or greater than **0.02** shall constitute just cause
22 for the Employer to discipline the employee.

23 **F. Penalties.**

24 1. The Employer may impose discipline, up to and including dismissal, for violation of
25 this Article. All discipline for violation of any provision of this Article shall be subject to
26 the provisions of Article 9 regarding discipline.

27 2. An employee selected for a test-designated position shall not serve in the test-
28 designated position until the employee has submitted to and passed a pre-
29 appointment drug test. If the employee fails or refuses to submit to the drug test,
30 interferes with a test procedure, or tampers with a test sample, the employee shall not
31 be appointed, promoted, reassigned, recalled, transferred, or otherwise placed in the
32 test-designated position. The Civil Service Commission shall also remove the
33 employee from all employment lists for test-designated positions and shall disqualify
34 the employee from any test-designated position for a period of three years. In addition,
35 if the employee interferes with a test procedure or tampers with a test sample, the
36 employee may also be disciplined by the Employer as provided in subsection (1). An
37 employee's qualification for appointment in the classified service is a prohibited
38 subject of bargaining and any complaint regarding action by the Civil Service
39 Commission shall be brought only in a Civil Service Commission technical appeal
40 proceeding.

1 **G. Self-reporting.**

- 2 1. **Reporting.** An employee who voluntarily discloses to the Employer a problem with
3 controlled substances or alcohol shall not be disciplined for such disclosure if, and
4 only if, the problem is disclosed before the occurrence of any of the following:
- 5 a. For reasonable suspicion testing, before the occurrence of an event that gives rise
6 to reasonable suspicion that the employee has violated this rule.
- 7 b. For pre-appointment testing, follow-up testing, and random selection testing,
8 before the employee is selected to submit to a drug test or alcohol test.
- 9 c. For post-incident testing, before the occurrence of any accident that results in post-
10 accident testing.
- 11 2. **Employer Action.** After receiving notice, the Employer shall permit the employee an
12 immediate leave of absence to obtain medical treatment or to participate in a
13 rehabilitation program. In addition, the Employer shall remove the employee from the
14 duties of a test-designated position until the employee submits to and passes a follow-
15 up drug test or alcohol test. The Employer may require the employee to submit to
16 further follow-up testing as a condition of continuing or returning to work.
- 17 3. **Limitation.** An employee may take advantage of the provisions of Article G(1) no
18 more often than two times while employed in the classified service. An employee
19 making a report is not excused from any subsequent drug or alcohol test or from
20 otherwise complying in full with this Article. An employee making a report remains
21 subject to all drug and alcohol testing requirements after making a report and may be
22 disciplined as the result of any subsequent drug or alcohol test, including a follow-up
23 test.

24 **H. Union Representation.**

25 If an employee is directed to submit to a reasonable suspicion drug or alcohol test, the
26 employee may confer with an available MSEA representative in person (if available on
27 site) or by telephone. However, such contact shall not unreasonably delay the testing
28 process.

29 **I. Identification of Test-designated Positions.**

30 Each Appointing Authority shall first nominate classes of positions, subclasses of
31 positions, or individual positions to be test-designated. The State Employer shall review
32 the nominations and shall designate as test-designated positions all the classes,
33 subclasses, or individual positions that meet one or more of the requirements of Section
34 A(8) of this Article. The designation by the State Employer shall not be limited by or to the
35 nominations or recommendations of the Appointing Authority. The Appointing Authority
36 shall give written notice of designation to each test-designated employee and to the
37 MSEA at least fourteen (14) days before implementing the testing provisions of this rule.

38 The MSEA may file a grievance contesting the designation of a particular position.
39 However, an employee occupying a position designated as a test-designated position

1 who is given notice of the designation shall be subject to testing as provided in this Article
2 until a final and binding determination is made that the employee is not occupying a test-
3 designated position.

4 **J. Coordination of Rule and Federal Regulations.**

5 The provisions of this Article are also applicable to employees subject to mandatory
6 Federal regulations governing drug or alcohol testing. However, in any circumstance in
7 which (1) it is not possible to comply with both this rule and the Federal regulation or (2)
8 compliance with this rule is an obstacle to the accomplishment and execution of any
9 requirement of the Federal regulation, the employee shall be subject only to the provision
10 of the Federal regulation.

11 **ARTICLE 54**
12 **TERMINATION OF AGREEMENT**

13 This Agreement shall be effective upon approval by the Civil Service Commission and
14 shall continue in full force and effect until midnight, December 31, 2021 for all provisions
15 except Wages (Article 43, Section A) and Group Insurances (Article 43, Section C-L and
16 V, Appendices M-2, M-3, and M-4, LOU #36 and 39).

17 Wages (Article 43, Section A) and Group Insurances (Article 43, Section C-L and V,
18 Appendices M-2, M-3, and M-4, LOU #36 and 39) are effective October 1, 2019 through
19 September 30, 2020. Either party may give written notice to the other of its intention to
20 negotiate Wages (Article 43, Section A) and Group Insurances (Article 43, Section C-L
21 and V, Appendices M-2, M-3, and M-4) for Fiscal Years 2021 and 2022 no later than May
22 1, 2019.

23 In witness whereof, the parties hereto have set their hands:

24 **MICHIGAN STATE EMPLOYEES**
25 **ASSOCIATION**

STATE OF MICHIGAN
Office of the State Employer

26 **MSEA Bargaining Team**

Michael Martindell
Jacinda Bingoff
Ramon Jandron
Keith Lounsbery
Steve Richardson
Steve Cooper

State of Michigan Bargaining Team

Cheryl Schmittiel, Director
Valerie S. Hill, Chief Negotiator
Dale Lehman, Department of Natural Resources
Michele Owens, Department of Health and Human Services
Noelle Rouse, Department of Military and Veteran Affairs
Amanda Satkowski, Licensing and Regulatory Affairs
Emily Zimmer, Michigan State Police

27

APPENDIX A

1
2
3
4

APPENDIX A
LABOR AND TRADES UNIT—A31—Ref: Article 3 - Recognition

All of the classifications in the Labor and Trades Unit are eligible (CODE 1) for overtime pay.

HRMN POSITION	POSITION CODE	GRADE
Aircraft Mechanic-E	AIRCMCHE	9
Aircraft Mechanic-E	AIRCMCHE	E10
Aircraft Mechanic-A	AIRCMCHA	11
Automotive Body Repairer-E	AUTORPRE	8
Automotive Body Repairer-E	AUTORPRE	E9
Automotive Body Repairer-A	AUTORPRA	10
Automotive Mechanic-E	AUTOMCHE	8
Automotive Mechanic-E	AUTOMCHE	E9
Automotive Mechanic-A	AUTOMCHA	10
Bridge Operator-E	BRDGOPRE	6
Bridge Operator-E	BRDGOPRE	7
Bridge Operator-E	BRDGOPRE	E8
Bridge Operator-A	BRDGOPRA	9
Bridge Worker-E	BRDGWKRE	6
Bridge Worker-E	BRDGWKRE	7
Bridge Worker-E	BRDGWKRE	E8
Bridge Worker-A	BRDGWKRA	9
Building Trades Crew Leader	BLDTRLDR	E10
Carpenter-E	CARPNTRE	8
Carpenter-E	CARPNTRE	E9
Carpenter-A	CARPNTRA	10
Central Control Operator-E	CENTOPRE	8
Central Control Operator-E	CENTOPRE	E9
Central Control Operator-A	CENTOPRA	10
Communications Network Installer-E	COMNINRE	8
Communications Network Installer-E	COMNINRE	E9
Communications Network Installer-A	COMNINRA	10
Electrician Licensed-E	ELECTRNE	E9
Electrician Licensed-A	ELECTRNA	10
Electrician Master Licensed-E	ELECLICE	E10
Electrician Master Licensed-A	ELECLICA	11
Equipment Operator-E	EQUOPRE	7
Equipment Operator-E	EQUOPRE	E8
Equipment Operator-A	EQUOPRA	9
Groundskeeper-E	GROUNKPR	E8
Heavy Equipment Mechanic – E	HYEQMCHE	9
Heavy Equipment Mechanic – E	HYEQMCHE	E10
Heavy Equipment Mechanic – A	HYEQMCHA	11

Industries Production Leader-E	INDPLDRE	8
Industries Production Leader-E	INDPLDRE	9
Industries Production Leader-E	INDPLDRE	E10
Janitor-E	JANITORE	E5
Janitor-A	JANITORA	6
Laborer-E	LABORERE	5
Laborer-E	LABORERE	E6
Locksmith-E	LOCKSMTE	8
Locksmith-E	LOCKSMTE	E9
Locksmith-A	LOCKSMTA	10
Machinist-E	MACHNSTE	E9
Machinist-A	MACHNSTA	10
Maintenance Mechanic-E	MAINMCHE	8
Maintenance Mechanic-E	MAINMCHE	E9
Maintenance Mechanic-A	MAINMCHA	10
Mason-Plasterer-E	MASNPLSE	8
Mason-Plasterer-E	MASNPLSE	E9
Mason-Plasterer-A	MASNPLSA	10
Microfilm Machine Operator-E	MCFLOPRE	5
Microfilm Machine Operator-E	MCFLOPRE	E6
Microfilm Machine Operator-A	MCFLOPRA	7
Motor Vehicle Operator-E	MOTVOPRE	E6
Motor Vehicle Operator-A	MOTVOPRA	7
Motor Vehicle Operator-2A	MOTVOP2A	8
Painter-E	PAINTERE	8
Painter-E	PAINTERE	E9
Painter-A	PAINTERA	10
Plumber-E	PLUMBERE	8
Plumber-E	PLUMBERE	E9
Plumber-A	PLUMBERA	10
Plumber Licensed-E	PLUMLICE	E10
Plumber Licensed-A	PLUMLICA	11
Power Plant Operator-E	PWPLOPRE	8
Power Plant Operator-E	PWPLOPRE	E9
Power Plant Operator-A	PWPLOPRA	10
Refrigeration Mechanic-E	REFRMCHE	8
Refrigeration Mechanic-E	REFRMCHE	E9
Refrigeration Mechanic-A	REFRMCHA	10
Refrigeration Mechanic Licensed-E	REFRLICE	E10
Refrigeration Mechanic Licensed-A	REFRLICA	11
Reproduction Machines Operator-E	RPMAOPRE	5

Reproduction Machines Operator-E	RPMAOPRE	E6
Reproduction Machines Operator-A	RPMAOPRA	7
Reproduction Machines Operator-2A	RPMOPR2A	8
Reproduction Machine Repairer-E	RPMARPRE	E9
Reproduction Machine Repairer-A	RPMARPRA	10
Reproduction Machine Supervisor IV - Frozen		
Steeplejack-E	STPLJCKE	8
Steeplejack-E	STPLJCKE	E9
Steeplejack-A	STPLJCKA	10
Storekeeper-E	STORKPRE	5
Storekeeper-E	STORKPRE	E6
Storekeeper-A	STORKPRA	7
Storekeeper-2A	STRKPR2A	8
Television Equipment Repairer	TELERPR	E9
Trades Helper	TRADEHLP	E6
Transportation Maintenance Worker-E	TRMTWKRE	6
Transportation Maintenance Worker-E	TRMTWKRE	7
Transportation Maintenance Worker-E	TRMTWKRE	E8
Transportation Maintenance Worker-A	TRMTWKRA	9
Wastewater Treatment Plant Operator-E	WSTPOPRE	8
Wastewater Treatment Plant Operator-E	WSTPOPRE	E9
Wastewater Treatment Plant Operator-A	WSTPOPRA	10
Welder-E	WELDERE	E9
Welder-A	WELDERA	10
Wildlife Assistant-E	WLDLASTE	6
Wildlife Assistant-E	WLDLASTE	7
Wildlife Assistant-E	WLDLASTE	E8
Wildlife Assistant-A	WLDLASTA	9

1 Some employees in the following class may be included depending upon specific duties
2 of the position.

State Worker	STATEWKR	4
--------------	----------	---

3
4

1
2
3

APPENDIX B
SAFETY AND REGULATORY UNIT B—A02—Ref: Article 3 – Recognition

HRMN POSITION	POS CODE	GRADE	CODE
Animal Health Inspector-A	ANIHISPA	11	2
Animal Health Inspector-E	ANIHISPE	9	2
Animal Health Inspector-E	ANIHISPE	8	2
Animal Health Inspector-E	ANIHISPE	E10	2
Attorney General Investigator-E	ATGNINUE	9	2
Attorney General Investigator-E	ATGNINVE	10	2
Attorney General Investigator-E	ATGNINVE	E11	2
Attorney General Investigator-A	ATGNINVA	12	2
Boiler Inspector - E	BOLRISPE	10	2
Boiler Inspector - E	BOLRISPE	E11	2
Boiler Inspector - A	BOLRISPA	12	2
Bridge Safety Officer - E	BRSFOFRE	6	1
Bridge Safety Officer - E	BRSFOFRE	E7	1
Bridge Safety Officer - A	BRSFOFRA	8	1
Building Code Inspector – E	BLCDISPE	E11	2
Building Code Inspector – A	BLCDISPA	12	2
Child Support Specialist - E	CHISPSPE	9	2
Child Support Specialist - E	CHISPSPE	10	2
Child Support Specialist - E	CHISPSPE	P11	2
Child Support Specialist – A	CHISPSPA	12	2
Conservation Officer (RCRT) - E	CNVOFRE	10	*
Conservation Officer -E	CNSVOFRE	10	*
Conservation Officer -E	CNSVOFRE	E11	*
Conservation Officer -SR-A	CNSVOFRA	12	*
Conservation Officer -SPL-SS	CNVOFRSS	13	*
Electrical Inspector - E	ELCTISPE	E11	2
Electrical Inspector - A	ELCTISPA	12	2
Elevator Inspector - E	ELEVISPE	E11	2
Elevator Inspector - A	ELEVISPA	12	2
Fire Crash Rescue Officer - E	FRCROFRE	8	**
Fire Crash Rescue Officer - E	FRCROFRE	E9	**
Fire Crash Rescue Officer - LW-A	FRCROFRA	10	**
Fire Safety Inspector - E	FIRSISPE	9	1
Fire Safety Inspector - E	FIRSISPE	E10	1
Fire Safety Inspector - A	FIRSISPA	11	1
Fire Safety Officer - E	FRSFOFRE	6	1
Fire Safety Officer - E	FRSFOFRE	E7	1
Fire Safety Officer -A	FRSFOFRA	8	1
Forest Fire Officer - E	FFIROFRE	7	1

APPENDIX B

Forest Fire Officer - E	FFIROFRE	8	1
Forest Fire Officer - E	FFIROFRE	E9	1
Forest Fire Officer - A	FFIROFRA	10	1
Fruit/Vegetable Inspector - E	FRVGISPE	6	2
Fruit/Vegetable Inspector – E	FRVGISPE	8	2
Fruit/Vegetable Inspector - E	FRVGISPE	9	2
Fruit/Vegetable Inspector - E	FRVGISPE	E10	2
Hazardous Mtrls Storage Insp - E	HAZMISPE	9	2
Hazardous Mtrls Storage Insp - E	HAZMISPE	E10	2
Hazardous Mtrls Storage Insp - A	HAZMISPA	11	2
Lift/Ride Inspector	LFRDISPE	E11	2
Lift/Ride Inspector – A	LFRDISPA	12	2
Mechanical Code Inspector - E	MECOISPE	E11	2
Mechanical Code Inspector - A	MECOISPA	12	2
Motor Carrier Investigator	MCINVGTR	11	1
Motor Carrier Officer - RE	MCOFCREC	9	1
Motor Carrier Officer - E	MCOFFCRE	9	1
Motor Carrier Officer - E	MCOFFCRE	E10	1
Park & Recreation Ranger - E	PRKRNGRE	6	1
Park & Recreation Ranger - E	PRKRNGRE	7	1
Park & Recreation Ranger - E	PRKRNGRE	E8	1
Park & Recreation Ranger - LW-A	PRKRNGRA	9	1
Plant/Apiary Aide	PLAPYADE	E7	2
Plumbing Inspector - E	PLUMISPE	E11	2
Plumbing Inspector - A	PLUMISPA	12	2
Railroad Safety Inspector - E	RSFYISPE	10	2
Railroad Safety Inspector - E	RSFYISPE	E11	2
Regulation Agent – E	REGLAGTE	9	2
Regulation Agent – E	REGLAGTE	10	2
Regulation Agent – E	REGLAGTE	P11	2
Regulation Agent – A	REGLAGTA	12	2
State Properties Sec. Off. – E	PRSCOFRE	7	1
State Properties Sec. Off. – E	PRSCOFRE	E8	1
State Properties Sec. Off. – A	PRSCOFRA	9	1
Vehicle Safety Inspector - E	VESFISPE	9	2
Vehicle Safety Inspector - E	VESFISPE	E10	2
Weights/Measures Inspector - E	WEMEISPE	9	2
Weights/Measures Inspector - E	WEMEISPE	E10	2
Weights/Measures Inspector - A	WEMEISPA	11	2
Weights Measures Inspector-S	WEMISPSS	12	2
Workplace Safety Representative – E	WORSREPE	9	2
Workplace Safety Representative - E	WORSREPE	10	2

Workplace Safety Representative – E	WORSREPE	P11	2
Workplace Safety Representative – A	WORSREPA	12	2

1 Some employees in the following classes may be included and others excluded
2 depending upon specific duties of the position.

State Worker	STATEWKR	4	1
State Transitional Professional – E	STATPRFE	9	1

3
4 *Employees in these classes are law enforcement.

5 **See Letter of Understanding #14 Fire/Crash Rescue Officers.

6 Eligibility for overtime compensation for employees in the classifications listed shall be in
7 accordance with the code indicated above which is defined in Article 15, Section B.

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

11

APPENDIX C
Employee Benefits Eligibility Chart

Definition of Appointment Duration

Definitions:

- 1. **Permanent** Appointment is expected to last indefinitely.
- 2. **Limited Term** Appointment has a specific expiration date.
- 3. **Temporary** Appointment is expected to last less than **(Non-Career)** 720 hours and has a specific expiration date.

Definition of Appointment Type

Definitions:

- 1. **Full-Time** The regular work schedule consists of 80 hours per biweekly pay period.
- 2. **Part-Time (Hourly)** The regular work schedule consists of less than 80 hour per biweekly pay period. (Usually set hours)
- 3. **Intermittent** Scheduled work hours are based on the needs of the Employer. The schedule may vary between 0-80 hours per biweekly pay period.
- 4. **Seasonal** Regular work schedule is normally for specific parts of the year. Scheduled work hours are based on the needs of the Employer.

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 credits may be restored upon separation and rehire within the same calendar year.

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Annual Leave A. Less than 2080 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. 2080 hours or more of continuous service, but less than 10,400 hours.	Credit 4.7 hours of annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.
C. 10,400 hours or more of continuous service.	See table, Article 39, for annual leave accrual rates.	Not Eligible.

1
2 **NOTE:** Credit, use and payment is permitted after completion of 80 hours in pay status.
3

Benefit	Permanent/ Limited-Term	Temporary (Non-Career)
Sick Leave	Credit 4 hours of sick leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.

4
5 **NOTE:** 1. Credit and use permitted next pay period.
6 2. Payment for unused credits at 50% of regular rate, upon retirement or death
7 only (except for employees hired on or after 10-1-80).
8 3. Unused credits restored to a separated permanent employee who returns
9 within three years by permanent appointment, except if separated by
10 retirement. Sick leave balances are placed to the credit of a laid off employee
11 upon recall to permanent employment in the State classified service.
12 4. An employee who returns by a temporary (non-career) appointment may not
13 use credits previously earned.
14

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Step Increase	Upon completion of required 1040 or 2080 hours of satisfactory service.	Not Eligible.

15

Permanent / Limited Term				
Benefit	Full-Time	Part-Time percent %	Hourly / Permanent-Intermittent	Seasonal
Paid Holidays Note: Temporary (Non-career) are not eligible for paid holidays.	Full holiday pay.	Pay in proportion to percentage assigned to position, or full pay if scheduled to work all non-holiday hours in pay period (see Article 49)	Pay in proportion to average hours in pay status for previous six pay periods, if applicable, or full pay if scheduled to work all non-holiday hours in pay period. (see Article 49)	Full holiday pay during season.

APPENDIX C

1

Benefit	Full-Time, Part-Time, Hourly, Permanent-intermittent, and Seasonal	Temporary (Non-Career)
Status NOTE: Status not granted unless/until certified from employment list.	Status granted at end of biweekly work period in which 2080 hours of satisfactory service completed (except for classes for which a longer probationary period is prescribed by the Civil Service Commission Rules or Regulations).	Not Eligible.
Longevity	Commencing at 10,400 hours of currently continuous service prior to October 1 st of any year. Paid annually in October.	Not Eligible.

2

Permanent / Limited Term				
State Sponsored Insurance	Full-Time	Part-Time	Hourly / Permanent-Intermittent	Seasonal
Health	Eligible.	Eligible.	Eligible.	Eligible.
Life	Eligible.	Eligible if working 40% or more of full time.	Eligible if working 40% or more of full time.	Eligible if working 40% or more of full time.
Long Term Disability	Eligible.	Same as Life.	Same as Life.	Eligible if working full time.
Dental	Eligible.	Same as Life.	Same as Life. *	Same as LTD. *
Vision	Eligible.	Same as Life.	Same as Life.	Same as Dental.

3 **NOTE: Temporary (Non-Career)** is not eligible for Health, Life, Long Term Disability,
4 Dental or Vision Insurances.

5

6 *Exceptions for Permanent-intermittent and Seasonal eligibility for dental benefits:

7 A. No more than two consecutive pay periods without being on the payroll – dropped
8 after third.

9 B. For seasonals, must have at least eight months of cumulative employment per
10 year.

Permanent / Limited Term		
Benefit	Full-Time, Part-Time, Hourly, Permanent-intermittent, Seasonal	Temporary (Non-Career)
Accidental Duty Death	Eligible.	Eligible.
Deferred Compensation	Eligible to enroll in next quarterly open enrollment following date of appointment.	Not Eligible.

11

12

13

APPENDIX H

State of Michigan

Administrative Guide to State Government

0620.07 Submission of Claims by State Employees to the Finance and Claims Committee of the State Administrative Board

Issued: January 13, 2014

Revised: October 19, 2017

PURPOSE

To communicate procedures for filing and resolution of claims by state employees to the Finance and Claims Committee (F&C) of the State Administrative Board (Ad Board).

APPLICATION

Executive Branch Departments and Sub-units (Agency)

CONTACT AGENCY

Department of Technology, Management and Budget
(DTMB) State Administrative Board (Ad Board)

Telephone: 517-388-5773 Claims Technician
517-388-5850 Secretary of Ad
Board

Fax: 517-335-0046 DTMB Central Procurement

SUMMARY

The Claims Technician processes claims for personal property losses submitted by state employees for Ad Board approval and prepares the claims portion of the agenda for the meetings of the F&C.

APPLICABLE FORMS

DTMB-1104 Claim Against the State of Michigan for Personal Losses Less than
\$1,000. (Claim Form)

PROCEDURES

Claims Against the State by State Employees

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- The Ad Board has discretionary authority, upon the advice of the Attorney General, to decide claims for property loss/damage or personal injury against the state, its departments/agencies, officers, or colleges and universities in an amount less than \$1,000 (see MCL 600.6419 and 600.6420).
 - The Ad Board has delegated authority to Agency directors to consider, deny, or approve employee claims for damages or loss (together “loss”) less than \$500 except for claims relating to eyeglasses, automobiles, jewelry over \$50, and cash over \$100. Agency directors must submit a monthly report of claims paid or denied under this delegated authority. Claims by state employees require:
 - Submittal of a claim within 365 days of the date of loss.
 - A detailed description of the loss or damage. If additional space is needed, the employee may attach an additional sheet using 8-1/2” x 11” blank paper.
 - The loss occurred in the course of the employee’s employment, or the loss occurred by reason of an action, inaction, property defect, or maintenance condition attributable to the state of Michigan.
 - The employee’s action or inaction was not a contributing factor to the loss.
 - The personal property was reasonable for the employee to have at work.
 - An Agency incident report or police report must be provided with the claim.
 - A repair estimate or receipt and/or proof of insurance deductible must be provided.
 - Claims for theft of money require that the money was taken from the employee by force or threat of force and a police report must be provided.
 - Employee must not have been reimbursed for the loss from another source.
 - Claims by insurers under subrogation rights are reduced by any payments to the insured on the same claim.
 - Personal property loss reimbursements are based on the present value and not replacement cost. Claims are subject to the following depreciation requirements:
 - Depreciation is calculated with a 20% straight-line depreciation rate per year starting with year two and continuing until a residual

- 1 balance of 10% remains.
- 2 ○ Automobile, eyeglasses, precious metal jewelry, and cash claims
- 3 are not subject to depreciation.
- 4 ○ If the employee cannot provide a receipt or proof of the original
- 5 purchase amount to assist in the determination of the present value
- 6 of the item(s), the residual value may be calculated using the
- 7 average cost of comparable item(s).
- 8 ○ Claims for disposable or perishable property such as food will not be
- 9 considered without a receipt that shows purchase within 7 days of
- 10 loss.
- 11 ● In addition:
- 12 ○ Automobile property loss claims that occur when an employee uses
- 13 a personal automobile while on state business require that the
- 14 employee is in compliance with his/her Agency requirements for
- 15 using a personal automobile instead of a state automobile.
- 16 ○ Automobile property loss claims that occur while an employee's
- 17 automobile is operated or parked on state-owned or leased
- 18 property requires that the loss occurred while the automobile was
- 19 being properly operated or parked at state-owned or leased
- 20 property and state action or inaction contributed to the loss or
- 21 damage.

Processing Claims

State Employee/Claimant

- Submits the Claim Form with all pertinent documents to the Claims Technician or to the Finance Division or Human Resources Division of the appropriate Agency.
- The Claim Form must be completed in full, signed by the employee and notarized.

Claims Technician

- Assigns a claim number and records the claim in the claims database.
- Saves an electronic scanned copy of the claim documents.
- Sends a receipt to the employee or returns the claim to the employee for proper completion.
- Forwards the claim file to the applicable Agency for investigation and recommendation for payment or denial.

Agency

- Transmits a copy of the claim to the Agency personnel assigned to

1 investigate claims or to supervisory personnel with personal knowledge
2 of the incident leading to the claim for an investigative report.

- 3 • Prepares a report for the Agency’s principal executive officer or the
4 designee so a recommendation for approval or denial of the claim can
5 be prepared for the Ad Board.
- 6 • Sends the claim and Agency recommendation to the Ad Board with an
7 unstapled, one-sided copy of the claim, documentation, and
8 recommendation. Claims may be submitted to the Ad Board
9 electronically.

10 **Claims Technician:**

- 12 • Places the claim information and Agency recommendation on the
13 F&C Agenda.
- 14 • Logs the recommendation, F&C date, and Ad Board date in the
15 claims database.
- 16 • Places the claim recommendation on the F&C Agenda. Prepares the
17 proposed claim decision letter.
- 18 • Prepares and forwards the claim section of the F&C Agenda to the
19 ad Board Secretary for F&C action.

20 **Ad Board Secretary**

- 22 • Prepares and forwards F&C Agenda to the F&C Committee for review
23 of the agenda and recommendations.
- 24 • After the F&C meeting, prepares the F&C meeting Report and
25 forwards the F&C Report and the F&C Agenda containing the claim
26 recommendations to the Ad Board for final approval.

27 **Claims Technician:**

- 29 • Prepares the Claim Decision letter.
- 30 • After the Ad Board meeting, notifies the Agency and the employee of
31 the Ad Board’s decision by letter.

32 **Agency**

- 34 • Distributes signed claim decision letter to pertinent Agency
35 representatives for informational purposes and/or payment
36 processing.
- 37 • Is responsible for timely payment to the employee of awarded claims.

38 ***

39
40

1
2

APPENDIX J
Longevity Compensation Plan Schedule of Payments

YEARS OF SERVICE	EQUIVALENT HOURS OF SERVICE *	ANNUAL PAYMENTS
5	10,400	\$260
6	12,480	
7	14,560	
8	16,640	
9	18,720	\$300
10	20,800	
11	22,880	
12	24,960	
13	27,040	\$370
14	29,120	
15	31,200	
16	33,280	
17	35,360	\$480
18	37,440	
19	39,520	
20	41,600	
21	43,680	\$610
22	45,760	
23	47,840	
24	49,920	
25	52,000	\$790
26	54,080	
27	56,160	
28	58,240	
29 & Over	60,320 & Over	\$1040

3 * Eligibility for payment at any bracket will occur upon completion of the equivalent hours
4 of service indicated for the bracket by October 1. The impact of the longevity payment on
5 the regular hourly rate for purposes of overtime compensation shall be computed and
6 paid as part of the longevity payment.

7
8

1
2

APPENDIX K
SUPERVISOR'S REPORT OF REASONABLE SUSPICION

Employee Name: _____ Classification: _____
Department: _____ Agency _____
Date of Observation: _____ Time: _____ am/pm
Location: _____ Employee in test-designated position? Yes No

OBSERVATIONS:

Check **ALL** that apply:

BEHAVIOR

- stumbling, unsteady gait
- drowsy, sleepy, lethargic
- agitated, anxious, restless
- hostile, belligerent
- irritable, moody
- depressed, withdrawn
- unresponsive, distracted
- clumsy, uncoordinated
- tremors, shakes
- flu-like illness complaints
- suspicious, paranoid
- hyperactive, fidgety
- inappropriate, uninhibited behavior
- possessing, dispensing, or using controlled substance or alcohol

APPEARANCE

- flushed complexion
- excessive sweating
- cold, clammy sweats
- eyes:
 - bloodshot
 - tearing, watery
 - dilated (large) pupils
 - constricted (pinpoint) pupils
 - unfocused, blank stare
- unkempt grooming
- disheveled clothing

SPEECH

- slurred, thick
- incoherent
- exaggerated enunciation
- loud, boisterous
- rapid, pressured
- excessively talkative
- nonsensical, silly
- cursing, verbal abusiveness
- inappropriate verbal response to questions or instructions

BODY ODORS

- alcohol
- marijuana

SUMMARY (circumstances, employee response, supervisor actions, other observations): _____

The observations, as documented above, were made of the named employee.

Supervisor Name (printed or typed) _____	Signature _____	Date _____
Additional Witness: (optional)		
Witness Name (printed or typed) _____	Signature _____	Date _____

Contacted DATC/DER _____ on _____ at _____.
(name) (date) (time)

DATC/DER Test Determination:

- Reasonable Suspicion Alcohol Breath Test
- Reasonable Suspicion Drug Urine Test
- No Test Required

Employee transported to collection site by: _____
Time transported _____ am/pm Collection Site: _____

OSE 09/2013

3
4

APPENDIX L
Article 31

PHYSICIAN STATEMENT

DATE: _____

My patient, _____, is currently taking prescription medication which contains a controlled substance as defined by Schedules I through V in 21 U.S.C. 802 as revised.

After review of the effects of this (these) medication(s) at the dosage and intervals prescribed and being informed by the patient of his/her work responsibilities related to the performance of any safety related functions, it is my professional opinion that the prescribed medication

DOES _____ **DOES NOT** _____ (check appropriate response)

adversely affect my patient's ability to safely operate a commercial motor vehicle or perform other safety sensitive functions.

Signed by Prescribing Physician _____
Physician's Name Printed or Typed _____

PHYSICIAN'S NOTE REGARDING P.R.N. OR OFF-DUTY MEDICATIONS:

1
2
3

APPENDIX M-2
HEALTH INSURANCE BENEFIT CHART

Preventive Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100%
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100%
Pap smear screening – laboratory services only ¹	Covered 100% 1 per year	Not Covered	Covered 100%
Well-baby and child care	Covered 100%	Not Covered	Covered 100%
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100%
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening ¹	Covered 100%	Not Covered	Covered 100%
Flexible sigmoidoscopy ¹	Covered 100%	Not Covered	Covered 100%
Prostate specific antigen screening ¹	Covered 100% one per year	Not Covered	Covered 100%
Mammography, annual standard film or digital mammography screening ¹	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100%

¹ Patient Protection and Affordable Care Act (PPACA) guidelines apply

4
5

Physician Office Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits	Covered, \$20 co-pay	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Telemedicine	Covered, \$10 co-pay	Not Covered	Covered, \$10 co-pay

1
2

3
4

5
6

7
8
9

Emergency Medical Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Hospital emergency room for medical emergency or accidental injury	Covered, \$200 co-pay if not admitted		Covered, \$200 co-pay if not admitted
Ambulance services – medically necessary	Covered, 90% after deductible		Covered, 100% after deductible

Diagnostic Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" 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% after deductible
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

Maternity Services Includes care by a certified nurse midwife (State Health Plan PPO only)	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Prenatal care	Covered 100%	Covered 80% after deductible	Covered 100%
Postnatal care	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

APPENDIX M-2

Hospital Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" 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% after deductible Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Self-donated blood storage prior to surgery	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

1
2

Alternatives to Hospital Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100% after deductible
Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State		Covered 100% after deductible
Home health care	Covered 90% after deductible, unlimited visits		Check with your HMO

3

Surgical Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Male Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Female Voluntary sterilization	Covered 100%	Covered 80% after deductible	Covered 100%

4
5

Human Organ and Tissue Transplants	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" 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% after deductible in designated facilities
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% after deductible in designated facilities

Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% after deductible subject to medical criteria
--------------------------	---	------------------------------	---

1

Other Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Allergy testing and therapy (non-injection)	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible.
Allergy injections	Covered 90% after deductible	Covered 80% after deductible	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%
Autism-Spectrum Disorder Applied Behavioral Analysis (ABA) treatment	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible
Chiropractic/spinal manipulation	Covered, \$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
Durable medical equipment	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
Prosthetic and orthotic appliances	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
On-line Tobacco Cessation counseling	No charge	Not covered	Covered, check with your HMO
Private duty nursing	Covered 80% after deductible		Check with your HMO
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	Covered, \$20 co-pay	Covered 80% after deductible	Check with your HMO
Hearing aids ²	Covered	Not covered	Check with your HMO

2
3
4
5

APPENDIX M-2

Mental Health/Substance Abuse	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Mental Health Benefits - Inpatient	Covered 100% up to 365 days per year ³	Covered 50% up to 365 days per year	Check with your HMO; Inpatient services subject to deductible.
Mental Health Benefits – Outpatient, including Telemedicine	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% ⁴ Halfway House 100%	Covered 50% ⁴ Halfway House 50%	Check with your HMO; Inpatient services subject to deductible.
Alcohol & Chemical Dependency Benefits - Outpatient	\$3,500 per calendar year ⁵ 90% of network rates 10% co-pay	\$3,500 per calendar year ⁵ 50% of network rates	Check with your HMO

² Deluxe hearing aids are covered at the same rate as basic hearing aids with the member paying the remainder. Discount hearing aids are offered through the SHP PPO.

³ Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

⁴ 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.

⁵ Through December 31, 2020, \$3,500 per calendar year limitation pertains to services for chemical dependency only. Effective January 1, 2021, the \$3,500 cap is removed.

Prescription Drugs

Prescription medications for the State Health Plan PPO are carved out and administered by a Pharmacy Benefit Manager (PBM).

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 the Civil Service Commission Employee Benefits Division website at <http://www.michigan.gov/employeebenefits> and select Benefit Plan Administrators.

The chart below shows the SHP and HMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

1
2
3
4
5
6
7
8
9
10
11
12
13

14
15
16
17
18

Outpatient Physical, Speech, Occupational and Massage Therapy Combined maximum of 90 visits per calendar year.	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Covered, \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient massage therapy* – facility and clinic setting and a chiropractor's office	Covered 90% after deductible	Covered 80% after deductible	Not covered

*Effective January 1, 2021, massage therapy performed by a massage therapist must be supervised by a chiropractor and be part of a formal course of physical therapy. Massage therapy is provided as part of a formal course of physical therapy treatment and when billed alone is not a covered benefit.

1
2
3
4
5

Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Deductible ⁶	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family ⁷
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. MHSA at 50%	None
Annual out-of-pocket dollar maximums ⁸	\$2,000 per member and \$4,000 per family	\$3,000 per member \$6,000 per family	\$2,000 per member and \$4,000 per family

⁶ Deductible amounts for the SHP – PPO are effective January 1, 2015 and renew annually on a calendar year basis. Deductible amounts for the HMOs are effective October 12, 2014 and renew annually each October with the start of the new plan year. Effective January 1, 2021, deductible amounts and out-of-pocket dollar maximums for the SHP-PPO and HMOs renew annually on a calendar year basis.

⁷ It is the intent of the parties that employees will pay no more HMO deductible for the combined fifteen (15) month period between October 4, 2020 to December 31, 2021, than the employee would have paid for one (1) plan year.

⁸ Beginning October 12, 2014, in-network deductibles, in-network fixed dollar co-payments and in-network co-insurance all apply toward the out-of-pocket annual limit. In addition, in HMOs, prescription drug co-payments also apply toward the annual out-of-pocket limit. Beginning with the October 2015 plan year, prescription drug co-payments in the SHP PPO also apply to the annual out-of-pocket limit.

6
7
8
9
10
11
12
13
14
15
16
17

APPENDIX M-2

Premium Sharing	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15%	85% ⁹

1
2
3 ⁹ 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.

1
2

Appendix M-3 Dental Chart

Covered Services	State Dental Plan*		DMO Plan	Preventive Dental Plan**
	PPO	Premier		
Diagnostic Exams and Consultations (2 per year)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Teeth Cleaning (3 per year, 4 if medically necessary)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Topical Fluoride (Under age 19)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Space Maintainers (Under age 14)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Brush Biopsy	Covered 100%	Covered 100%	N/A	Covered 100%
Radiographs	Covered 100%	Covered 90%	Covered 100%	Covered 100%
Occlusal Guard (once every 5 years)	Covered 100%	Covered 90%	Not covered	Not Covered
Minor Restoratives	Covered 100%	Covered 90%	Covered 100%	Not Covered
Major Restoratives ¹	Covered 90%	Covered 90%	Covered 100%	Not Covered
Oral Surgery	Covered 90%	Covered 90%	Covered 100%	Not Covered
Extractions	Covered 100%	Covered 90%	Covered 100%	Not Covered
Endodontics	Covered 100%	Covered 90%	Covered 100%	Not Covered
Periodontics	Covered 100%	Covered 90%	Covered 100%	Not Covered
Cosmetic Bonding (ages 8-19)	Covered 100%	Covered 90%	Not Covered	Not Covered
Prosthodontics	Covered 70%	Covered 50%	Covered 100%	Not Covered
Prosthodontics Repair	Covered 100%	Covered 50%	Covered 100%	Not Covered
Sealants (Under age 14)	Covered 70%	Covered 50%	Covered 100%	Not Covered
Orthodontics (Up to age 19)	Covered 75%	Covered 60%	Covered 100%	Not Covered
Orthodontics (19 and over)	Covered 75%	Covered 60%	\$1,250 co-pay	Not Covered

3
4
5
6
7

Appendix M-3 Dental Chart

Benefit Maximums	State Dental Plan*		DMO Plan	Preventive Dental Plan
	PPO	Premier		
Annual Maximums	See maximums below	See maximums below	None	None
Lifetime Orthodontics	\$1,500	\$1,500	None	N/A

The State Dental Plan benefit maximums:

- Current maximum \$1,500
- Effective October 1, 2020 through December 31, 2020, the maximum will be \$1,000;
- Effective January 1, 2021 through December 31, 2021, the maximum will be \$1,500;
- Effective January 1, 2022 through December 31, 2022, the maximum will be \$2,000.

Premium Sharing	State Dental Plan*		DMO Plan		Preventive Dental Plan	
	Employee	State	Employee	State	Employee	State
Premium***	5%	95%	0%	100%	0%	100%

Dental Comparison Chart

This benefit summary is a brief explanation only. All plan provisions (including exclusions and limitations) are subject to the specific terms of the State and Preventive Dental Plans and the Group Dental Services Agreement

¹Fixed bridge abutment crowns may be paid at the Major Restorative benefit level if payment for a (single) crown could be made due to the condition of the tooth being restored.

*If you have the State Dental Plan as your dental coverage, the level of coverage is based upon the provider you choose. To verify that a Dentist is a Participating Dentist, contact the third party administrator.

**If you are enrolled in another group dental plan (non-State) and opt to enroll in either the preventive Dental Plan or Waive Dental benefits you will receive a lump-sum rebate established in conjunction with the annual rate-setting process.

***See Article 43 Section C for premium sharing for less than full time employees.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

18
19
20

1
2

Appendix M-4 Vision Chart

Vision Testing Exam	Participating Providers	Non-Participating Providers
Routine Eye Exam	100% of Third Party Administrator (TPA) Approved Amount Minus \$5.00 co-pay	Reimbursement up to \$34. Minus \$5.00 co-pay (member responsible for any difference)
	Once every 12 months	
Eyeglass Lenses (Glass, plastic, or prism up to 60 mm)	Participating Providers	Non-Participating Providers
Replacement Schedule	Members may obtain one pair of corrective lenses once every 24 months, or once every 12 months if prescription has changed. Members may obtain either eyeglasses or contact lenses but not both.	
Single Vision	100% of TPA Approved Amount Minus \$7.50 co-pay	Reimbursement up to maximum of \$17 minus \$7.50 co-pay (member responsible for any cost exceeding the difference)
Bifocal (includes blended)	100% of TPA Approved Amount Minus \$7.50 co-pay	Reimbursement up to maximum of \$30 minus \$7.50 co-pay (member responsible for any cost exceeding the difference)
Trifocal	100% of TPA Approved Amount Minus \$7.50 co-pay	Reimbursement up to maximum of \$43 minus \$7.50 co-pay (member responsible for any difference)
Special Lenses	100% of TPA Approved Amount Minus \$7.50 co-pay	Not covered
Polycarbonate Lenses ¹	100% of TPA approved amount minus \$7.50 co-pay	Not covered
Progressive Lens (Standard)	100% of TPA Approved Amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$30 minus \$7.50 co-pay (member responsible for cost exceeding the difference)
Rose Tint #1 and #2 or Photochromatic Tint	100% of TPA Approved Amount minus \$7.50 co-pay	Not covered

Frames	Participating Providers	Non-Participating Providers
Eyeglass Frames	\$150 Allowance is applied toward frames (member responsible for any cost exceeding the allowance) Minus \$7.50 co-pay (one co-pay applies to both frames and lenses)	Up to \$38.25 Allowance (member responsible for any cost exceeding the allowance) minus \$7.50 co-pay (one co-pay applies to both frames and lenses).
	Once every 24 months, or once every 12 months if prescription has changed	

¹ Polycarbonate lenses are a covered benefit effective October 4, 2020, and will apply to all regular glasses, computer glasses and safety eye wear.

Appendix M-4 Vision Chart

Contact Lenses	Participating Providers	Non-Participating Providers
Medically Necessary	100% of the TPA approved amount Includes contact lens fitting and suitability exam Minus \$7.50 co-pay	Maximum of \$210 Allowance per pair, Minus \$7.50 co-pay (member responsible for any cost exceeding the allowance).
Cosmetic; not medically necessary	Up to \$130 Allowance (member responsible for any cost exceeding the allowance). Includes contact lens fitting and suitability exam, No co-pay	Maximum of \$100 Allowance (member responsible for any cost exceeding the allowance) No co-pay

1
2

VDT/CRT or Computer Glasses	Participating Providers	Non-Participating Providers
Per pair of glasses	Once every 24 months, or once every 12 months if prescription has changed. Only covered if prescription is in addition to, and different from prescribed everyday eyewear.	
Eye Exam	Initial eye exam covered if within 12 months of routine eye exam, and is not subject to co-pay. Subsequent evaluation included with routine eye exam.	
Single Vision, Plastic	100% of TPA Approved Amount	Up to \$17 Allowance, (member responsible for any cost exceeding the allowance)
Bifocal (includes blended)	100% of TPA Approved Amount	Up to \$30 Allowance, (member responsible for any cost exceeding the allowance)
Trifocal	100% of TPA Approved Amount	Up to \$43 Allowance, (member responsible for any cost exceeding the allowance)
Progressive Lens (Standard)	100% of TPA Approved Amount	Up to \$30 Allowance (member responsible for any cost exceeding the allowance)
Special Lenses	100% of TPA Approved Amount	Not covered
Rose Tint #1 and #2	100% of TPA Approved Amount	Not covered
Eyeglass Frames	\$150 Allowance (member responsible for any cost exceeding the allowance)	Up to 38.25 Allowance (member responsible for any cost exceeding the allowance)

3

Safety Eye-wear	Participating Providers	Non-Participating Providers
Replacement Schedule	Members may obtain one pair of corrective lenses once every 24 months, or once every 12 months if prescription has changed. Members may obtain either eyeglasses or contact lenses but not both.	
Single Vision	100% of TPA Approved Amount	Not covered

Appendix M-4 Vision Chart

Bifocal (includes blended)	100% of TPA Approved Amount	Not covered
Trifocal	100% of TPA Approved Amount	Not covered
Special Lenses	100% of TPA Approved Amount	Not covered
Progressive Lenses (Standard)	100% of TPA Approved Amount	Not covered
Eyeglass Frames	Up to \$65 Allowance (member responsible for any cost exceeding the allowance)	Not covered
Rose Tint #1 and #2	100% of TPA Approved Amount	Not covered

1

Lasik	Participating Providers	Non-participating Providers
Lasik ²	\$1,000.00 Lifetime reimbursement for active employees only	

2

² Reimbursement for Lasik is effective October 4, 2020 for procedures performed on or after the effective date and available for active employees only (spouses/dependents are not eligible).

LETTER OF UNDERSTANDING #4

1 **LETTER OF UNDERSTANDING #4**
2 **Article 22—Health and Safety**

3 The Employer and MSEA agree to reopen this Article for negotiation if MIOSHA and the
4 Division of Occupational Health are eliminated or significantly reduced by legislative
5 action.

6
7 **LETTER OF UNDERSTANDING #5**
8 **Article 22, Section I—Contagious Diseases**

9 During the 1995 negotiations, the parties discussed their concerns regarding Bargaining
10 Unit members performing re-construction work in existing laboratories of the Department
11 of Health and Human Services where they may be exposed to unknown contaminants.
12 Therefore, prior to re-construction work in existing laboratories being performed by
13 Bargaining Unit members, the Union will be notified by the Department of Health and
14 Human Services.

15 **LETTER OF UNDERSTANDING #7**
16 **Article 43, Section A**

17 Effective October 1, 2005, a new base step will be added to each level of each pay range
18 which shall be the current based step minus the difference between the current base step
19 and the first step. In the event that the creation of such a new base step results in an
20 employee employed in these Bargaining Units on January 1, 2005 being placed at a lower
21 pay rate upon promotion that they would have received under the pay range structure in
22 place on September 30, 2005, the Employer will utilize provisions of Civil Service
23 Commission Regulation 5.01 Section 3.d.a(3) to grant an additional step.

24 **LETTER OF UNDERSTANDING #8**
25 **Implementation of the Family and Medical Leave Act**

26 Except as otherwise provided by specific further agreement between the undersigned
27 exclusive representative and the Office of the State Employer, the following provisions
28 reflect the parties' agreement on implementation of the rights and obligations of
29 employees and the Employer under the terms of the Family and Medical Leave Act
30 ("FMLA" or "Act") as may be amended and its implementing Regulations as may be
31 amended which took effect on April 6, 1995, for the Labor & Trades and Safety &
32 Regulatory Bargaining Units.

33 When an employee takes leave which meets the criteria of FMLA leave, the employee
34 may request to designate the leave as FMLA leave or the Employer may designate such
35 leave as FMLA leave. This applies when the employee requests an unpaid leave or is
36 using applicable leave credits.

37 1. Employee Rights. Rights provided to employees under the terms of the Collective
38 Bargaining Agreement are not intended to be diminished by this Letter of

- 1 Understanding. Contractually guaranteed leaves of absence shall not be reduced by
2 virtue of implementation of the provisions of the Act.
- 3 2. Employer Rights. The rights vested in the Employer under the Act must be exercised
4 in accordance with the Act unless modified by the provisions of the applicable
5 Collective Bargaining Agreement.
- 6 3. Computation of the "twelve month period". The parties agree that an eligible employee
7 is entitled to a total of twelve (12) work weeks of FMLA leave during the twelve (12)
8 month period beginning on the first date the employee's parental, family care, or
9 medical leave is taken; the next twelve (12) month period begins the first time leave
10 is taken after completion of any twelve (12) month period.
- 11 4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits
12 or without pay for a total of twelve (12) work weeks during a twelve (12) month period
13 for one or more of the following reasons:
- 14 a. Because of the birth of a son or daughter of the employee and in order to care for
15 such son or daughter (parental leave);
- 16 b. Because of the placement of a son or daughter with the employee for adoption or
17 foster care (parental leave);
- 18 c. In order to care for the spouse, son, daughter, or parent of the employee, if such
19 spouse, son, daughter or parent has a serious health condition as defined in the
20 Act (family care leave);
- 21 d. Because of a serious health condition, as defined in the Act, that makes the
22 employee unable to perform the functions of the position of the employee (medical
23 leave).
- 24 5. Information to the Employer. In accordance with the Act, the employee, or the
25 employee's spokesperson if the employee is unable to do so personally, shall provide
26 information for qualifying purposes to the Employer.
- 27 6. Department of Labor Final Regulations and Court Decisions. The parties recognize
28 that the U.S. Department of Labor has issued its final regulations implementing the
29 Act effective January 16, 2009. However, the Employer may make changes
30 necessitated by any amendments to the Act and regulations or subsequent court
31 decisions. The Employer shall provide timely notice to the Union and opportunity for
32 the Union to discuss the planned changes. Such discussions shall not serve to delay
33 implementation of any changes mandated by law.
- 34 7. Complaints. Employee complaints alleging that the Employer has violated rights
35 conferred upon the employee by the FMLA may be taken to the Appointing Authority,
36 its designated representative or to the U.S. Department of Labor. However, complaints
37 involving the application or interpretation of the FMLA or its Regulations shall not be
38 grievable under the Collective Bargaining Agreement.

LETTER OF UNDERSTANDING #8

- 1 8. Eligible Employee. For purposes of FMLA family care leave, eligible employees are
2 those employees who have been employed by the Employer for at least twelve (12)
3 months and have worked at least 1,250 hours in the previous twelve (12) months. An
4 employee's eligibility for contractual leaves of absence remain unaffected by this
5 Letter of Understanding, however, such leaves will count towards the employee's
6 FMLA leave entitlement after the employee has been employed by the Employer for
7 at least twelve (12) months and has worked 1,250 hours during the previous twelve
8 (12) month period. Where the term "employee" is used in this Letter of Understanding,
9 it means, "eligible employee". For purposes of FMLA leave eligibility "employed by the
10 Employer" means "employed by the State of Michigan."
- 11 9. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled
12 under the Act to a combined total of twelve (12) work weeks of FMLA leave during a
13 twelve (12) month period.
- 14 10. General Provisions.
- 15 a. Time off from work for a qualifying purpose under the Act ("FMLA leave") will count
16 towards the employee's unpaid leave of absence guarantees as provided in the
17 Collective Bargaining Agreement. Time off for family care leave will be as provided
18 under the Act.
- 19 b. Employees may request and shall be allowed to use accrued annual or personal
20 leave to substitute for any unpaid FMLA leave.
- 21 c. The Employer may designate a Leave of Absence under Plan C of the Voluntary
22 Work Schedule Adjustment Program (VWSAP) as an FMLA leave if the employee
23 provides information to the Employer that the leave is for a qualifying purpose
24 under the Act, prior to the end of the leave. A Plan A reduced work schedule under
25 the VWSAP may be designated by the Employer as an FMLA leave, if the
26 employee provides information to the Employer that the leave is for a qualifying
27 purpose under the Act.
- 28 d. Employees may request to use accrued sick leave to substitute for unpaid FMLA
29 leave for the employee's own serious health condition or serious health condition
30 of the employee's spouse, child, or parent.
- 31 e. The Employer may temporarily reassign an employee to an alternative position
32 when it is necessary to accommodate an intermittent leave or reduced work
33 schedule in accordance with the Act. Upon completion of an FMLA leave,
34 employees shall be returned to their original positions in accordance with the Act.
- 35 f. Second or third medical opinions, at the Employer's expense, may be required
36 from health care providers where the leave is designated as counting against an
37 employee's FMLA leave entitlement in accordance with the Act.
- 38 g. Return to work from an FMLA leave will be in accordance with the provisions of
39 the Act and the Collective Bargaining Agreement.

- 1 11. Insurance Continuation. Health Plan benefits will continue in accordance with the Act.
2 However, contractual Health Plan benefits are not intended to be diminished by this
3 provision.
- 4 12. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave during
5 a twelve (12) month period, granted pursuant to the Collective Bargaining Agreement,
6 may count towards an eligible employee's FMLA leave entitlement.
- 7 13. Annual Leave. When an employee elects to use annual or personal leave, and it is
8 determined, based on information provided to the Employer by that employee or that
9 employee's spokesperson if the employee is unable to do so personally (in
10 accordance with the Act), that the time is for a qualifying purpose under the Act, the
11 Employer may designate the time as FMLA leave and it will be counted against the
12 employee's twelve (12) work week FMLA leave entitlement if the time is either:
- 13 a. To substitute for an unpaid intermittent or reduced work schedule; or
14 b. When the absence from work is intended to be for five (5) or more work days.
- 15 14. Sick Leave. An employee may elect or the Employer may require the employee to use
16 sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act.
17 Contractual requirements that an employee exhaust sick leave before a personal
18 medical leave commences shall continue.
- 19 In addition, an employee will be required to exhaust sick leave credits down to eighty
20 (80) hours before a FMLA family care leave commences. If it is determined, based on
21 information provided to the Employer by that employee or that employee's
22 spokesperson if the employee is unable to do so personally (in accordance with the
23 Act), that the time is for a qualifying purpose under the Act, the Employer may
24 designate the time as FMLA leave and it will be counted against the employee's twelve
25 (12) work week FMLA leave entitlement if the time is either:
- 26 a. To substitute for an unpaid intermittent or reduced work schedule; or
27 b. When the absence from work is intended to be for five or more work days.
- 28 Annual leave or personal leave used in lieu of sick leave may be likewise counted.
- 29 15. Parental Leave. Except as specifically provided herein, contractual parental leave
30 guarantees are unaffected by implementation of FMLA. An employee's entitlement to
31 parental leave will expire and must conclude within twelve (12) months after the birth,
32 adoption, or foster care placement of a child. However, in accordance with the Act, an
33 eligible employee is only entitled to up to a total of twelve (12) work weeks of leave for
34 foster care placement of a child. Up to twelve (12) work weeks of leave will be counted
35 towards the FMLA leave entitlement. An employee may elect to substitute annual or
36 personal leave for any portion of the unpaid parental leave. Intermittent or reduced
37 work schedules may only be taken with the Employer's approval.
- 38 16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a light duty
39 assignment in lieu of continuing on FMLA leave, the employee's right to restoration to

LETTER OF UNDERSTANDING #9

1 the same or an equivalent position, is available until twelve (12) weeks have passed
2 within the twelve (12) month period including all FMLA leave taken and the period of
3 light duty.

4 **LETTER OF UNDERSTANDING #9**
5 **State Worker 4**

6 The parties agree that employees assigned to the State Worker 4 classification in the
7 Labor and Trades and Safety and Regulatory Bargaining Units will be paid in the range
8 NERE 098P of the Compensation Plan. Issues related to State Worker 4 Compensation
9 in the Department of Natural Resources are a proper subject of discussion at
10 Departmental Labor/Management Meetings.

11 Employees in the Bargaining Units classified as State Worker 4 will be paid within the
12 range as determined by the departmental Employer. These rates are not to be
13 considered as steps in a pay range, and State Worker 4's do not advance through a pay
14 range based on hours of service. Any negotiated across the board pay increase will not
15 be applied to these pay rates unless mutually agreed otherwise. State Worker 4's are
16 temporary (non-career) employees and are not normally eligible for any benefits, as
17 listed in Appendix C. Should any State Worker 4 exceed 1040 hours of work in a
18 calendar year, the parties will meet to address the issue of employee benefits.
19

20 **LETTER OF UNDERSTANDING #11**
21 **Voluntary Work Schedule Adjustment Program—Michigan State Employees**
22 **Association**

23 **Plan A – Reduction of Hours**

24 A.1. **Insurances.**

25 All State-sponsored group insurance programs, including long term disability, in which the
26 employee is enrolled shall continue without change in coverages, benefits or premiums.

27 A.2. **Leave Accruals and Service Credit.**

28 Annual leave and sick leave accruals shall continue as if the employee had worked or
29 was in approved paid leave status for eighty (80) hours per pay period for the duration of
30 the Agreement. State service credit shall remain at eighty (80) hours per pay period for
31 purposes of longevity compensation, pay step increases, employment preference,
32 holiday pay, and hours until rating. Employees shall incur no break in service due to
33 participating in Plan A.

34 **Plan C - Leave of Absence.**

35 C.1. **Insurances.**

36 All State-sponsored group insurance programs with the exception of Long Term Disability
37 (LTD) insurance, in which the employee is enrolled shall be continued without change in
38 coverage, benefits, or premiums for the duration of the leave of absence, by the employee

1 pre-paying the employee's share of the premiums for the entire period of the leave of
2 absence. LTD coverage will not continue during the leave of absence, but will be
3 automatically reinstated immediately upon termination of the leave of absence. If an
4 employee is enrolled in the LTD insurance program at the time the leave of absence is
5 initiated and becomes eligible for disability benefits under LTD during the leave of
6 absence, and is unable to report to work on the agreed-upon termination date for the
7 leave of absence, the return-to-work date shall become the date established for the
8 disability, with the commencement of sick leave and LTD benefits when the sick leave or
9 waiting period is exhausted, whichever occurs later.

10 C2. Leave Accruals.

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

14 C.3. Service Credit.

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

17 **LETTER OF UNDERSTANDING #12**
18 **Human Resources Management Network (HRMN)**

19 During negotiations in 2001 the parties reviewed changes in terminology that resulted
20 from the implementation of the new payroll-personnel system, HRMN. The parties have
21 elected to continue to use terminology that existed prior to the implementation of HRMN
22 even though that same terminology is not utilized in HRMN. The parties agree that the
23 HRMN terminology does not alter the meaning of the contract language unless
24 specifically agreed otherwise.

25 An example of this are the terms "transfer, reassignment, and demotion" which are called
26 "job change" in HRMN. The HRMN history record will show each of these transactions as
27 a job change, however they will continue to have the same contractual meaning they had
28 prior to the implementation of HRMN.

29 **LETTER OF UNDERSTANDING #13**
30 **Pre-Tax Deduction for Parking**
31 **Qualified Transportation Fringe Benefits**

32 The Qualified Transportation Fringe Benefits Program is regulated by the Internal
33 Revenue Service (IRS), and is offered to State of Michigan employees to enable them to
34 use pre-tax dollars to pay for eligible parking expenses and MichiVan ridership fees.
35 Eligible parking expenses include those incurred in a non-State owned or leased parking
36 lot/ramp and metered parking. Eligible MichiVan expenses include ridership and parking
37 fees. Employees can enroll by calling MI HR Service Center or logging on to MI HR Self-
38 Service.

LETTER OF UNDERSTANDING #14
Fire/Crash Rescue Officers

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

This Letter of Understanding sets forth certain conditions of employment for permanent full-time Fire/Crash Rescue Officers, in classification codes 4091402, 4091403 and 4091404, employed in the Michigan Department of Military and Veterans Affairs National Guard bases.

The parties recognize that because the employees covered by this Letter of Understanding permanently work a minimum of a 106-hour pay period, certain equitable changes should be made in the granting and/or accumulation of fringe benefits so as to neither advantage nor disadvantage these employees when compared to other Bargaining Unit employees who work the traditional 80 hours per pay period. Such changes are based upon a recognized standard of a minimum 106 hours per pay period. In recognition of this, the parties agree as follows:

1. LTD Premiums and Benefits – Based on their hours worked, employees included in this Letter of Understanding will receive proportional consideration for premiums and benefits as employees on an 80-hour standard.
2. Completed Pay Period – Under this Letter of Understanding a pay period shall be a completed pay period if, a) an employee works their regularly scheduled hours, or b) those regularly scheduled hours are covered by approved leave time.
3. Paid Sick Leave – Employees covered by this letter shall be credited with 7.0 hours of paid sick leave for every completed pay period. Paid service in excess of a completed pay period will not be counted toward sick leave accumulation.

4. Paid Annual Leave:

Initial Leave Grant – Upon hire, each permanent employee shall be credited with an initial annual leave grant of twenty point eight (20.8) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The twenty point eight hours (20.8) initial grant of annual leave shall not be credited to an employee more than once in a calendar year.

Allowance –Subject to the applicable payoff cap below.

Annual Leave shall be earned for each completed pay period as scheduled according to the following:

ANNUAL LEAVE ACCUMULATION SCHEDULE			
<u>Years</u>	<u>Accrual</u>	<u>Accumulation/Payoff</u>	
0-1	5.3 hours per pay period	396	344
1- 5 years	6.1 hours per pay period	396	344
5-10 years	6.9 hours per pay period	416	364

LETTER OF UNDERSTANDING #14

10-15 years	7.7 hours per pay period	435	383
15-20 years	8.5 hours per pay period	455	403
20-25 years	9.2 hours per pay period	461	409
25-30 years	10.0 hours per pay period	474	422
30-35 years	10.9 hours per pay period	474	422
35-40 years	11.7 hours per pay period	474	422
40-45 years	12.5 hours per pay period	474	422
45-50 years	13.3 hours per pay period		422
Etc.			

1 Paid service in excess of a completed pay period will not be counted toward annual
 2 leave accumulation. The cap on annual leave accumulation shall be 474 in
 3 accordance with the schedule above. No annual leave in excess of 240 hours shall be
 4 included in final average compensation for the purpose of calculating retirement
 5 benefits.

6 Personal Leave Grant – Permanent full-time non-Probationary employees shall
 7 receive two days of personal leave which shall equate to thirty-two (32) hours of
 8 personal leave to be used in accordance with normal requirements for annual leave
 9 usage.

10 5. Seniority Hours – Seniority for permissible purposes shall be earned in accordance
 11 with the provisions of Article 11, Section A. of the primary Agreement. This provision
 12 shall be applied retroactively such that the seniority of Fire Crash Rescue Officers
 13 shall equate to their continuous service hours as recorded in the continuous service
 14 hours counter.

15 If the employee moves from a position that is based on a 106 hour standard to any
 16 other position that is based on an 80 hour standard, the Employer shall convert
 17 seniority hours of Service in accordance with the 80 hour standard prior to such move.
 18 Annual and sick leave accumulations will remain as earned, however, upon placement
 19 into the new position, the biweekly annual leave accrual will be based on the
 20 appropriate step in the annual leave accumulation schedule equivalent to years of
 21 service. Sick leave accrual will revert to the current 80 hour accumulation standard.

22 6. Continuous Service Hours – Employees will be credited with 80 continuous service
 23 hours for every completed pay period.

24 7. Probationary Service Ratings – Probationary service ratings shall be issued in
 25 accordance with current practice for 80 hour employees.

26 8. Hours to Step – For the purpose of crediting time toward scheduled step increases, a
 27 maximum of 80 hours will be credited to each employee each pay period in which a
 28 minimum of 80 hours of paid service is completed.

29 9. Overtime Compensation – Employees shall be compensated at the overtime rate for
 30 hours worked in excess of 106 in a 14-day work period or hours worked outside, of
 31 the employee’s regular schedule. The work period is defined as 14 consecutive
 32 calendar days.

LETTER OF UNDERSTANDING #16

- 1 10. Holiday Pay – Employees shall receive 5.2 hours of compensatory time or cash
2 payment per pay period in lieu of holiday pay. In even years for election day,
3 employees shall receive 5.6 hours of compensatory time or cash payment per pay
4 period in lieu of holiday pay. Requests to receive cash payment shall be submitted in
5 writing annually, no later than August 15th, and shall become effective the first full pay
6 period in October.
- 7 11. Temporary Military Leave of Absence – Employees shall be paid the difference
8 between the gross military pay received and their regular rate of gross pay up to the
9 amount the employee would normally receive based on the work schedule for that pay
10 period. To be eligible for such payment, employees shall provide to the Employer a
11 copy of their military pay record for such period of time.
- 12 12. Shift Differential – Will not be paid to employees.
- 13 13. Longevity – Eligibility and payment shall be in accordance with the current standard
14 and schedule for 80 hour employees in accordance with the primary Agreement.
- 15 14. Lost Time – Hours which are regularly scheduled but not worked in a pay period and
16 not covered by authorized Leave shall be considered lost time.
- 17 For Seniority Hours for permissible purposes.- Lost time will be reflected on an hour-
18 for-hour basis.
- 19 For Continued Service: For each 1.3 hours (or fraction thereof) of lost time, 1 hour (or
20 appropriate fraction thereof) of lost time will be deducted from the employee’s 80 hour
21 counter, longevity counter, hours to step, service rating hours, and annual leave
22 probation hours for that pay period.
- 23 15. Retirement – In accordance with State Employees Retirement Act.

24 **LETTER OF UNDERSTANDING #16**
25 **Motor Carrier Compensation**

26 The parties have discussed the impact of the eighteen month probationary period on the
27 compensation of Motor Carrier Officers. It is the intent of the parties to maintain the same
28 pay progression that existed prior to the implementation of the eighteen month
29 probationary period. The parties therefore agree to have the end of one year step in
30 schedule A02-009 be equal to the end of one year step in schedule A02-009 E10. The
31 parties further agree that a Motor Carrier Officer 09 will receive no additional increase
32 based on their reallocation to the Motor Carrier Officer E10 level after 18 months of
33 satisfactory service. Thereafter, progression through the schedule will continue in
34 accordance with current practice.

35 **LETTER OF UNDERSTANDING #17**
36 **Motor Carrier and State Property Security Officer Recruit School**

37 The nature of training of Motor Carrier Officer (RCRT) 9's and State Property Security
38 Officer 7's at the Michigan State Police Academy mandates the scheduling of at least

1 twenty-four (24) hours per week in overtime. It is therefore agreed that the compensation
2 paid to a Motor Carrier Officer (RCRT) 9 and State Property Security Officer (RCRT) 7
3 while in recruit school shall include base wages plus compensation for overtime at the
4 rate of time and one-half (1 ½) as provided in this Agreement. The overtime earned prior
5 to the completion of recruit school shall not be less than twenty-four hours times the
6 number of weeks of recruit school, or the Employer agrees to pay the difference between
7 overtime worked and the aforementioned amount. In the event that a Motor Carrier Officer
8 (RCRT) 9 or State Property Security Officer (RCRT) 7 leaves employment prior to
9 completion of recruit school, the overtime payment shall equal twenty-four hours times
10 the number of weeks actually in attendance at the recruit school. Only completed weeks
11 shall be counted in its computation.

12
13

LETTER OF UNDERSTANDING #18
Banked Leave Time Program FY 2005

14 **1. Eligibility.**

15 Permanent and limited-term, full-time, part-time, seasonal, and intermittent,
16 probationary and non-probationary employees shall be required to participate in the
17 Banked Leave Time Program (Program) known as Part B hours under the State's
18 Annual and Sick Leave Program. Non-career employees are not eligible to participate
19 in the Program.

20 **2. Definitions and Description of Program.**

21 An eligible employee shall work a regular work schedule, but receive pay for a reduced
22 number of hours. The employee's base pay shall be reduced by four (4) hours per pay
23 period for full-time employees and by a pro-rata number of hours for less than full-time
24 employees. The employee will be credited with a like number of Banked Leave Time
25 (BLT) hours for each biweekly pay period.

26 **3. Hours Eligible for Conversion to Program.**

27 The number of BLT hours for which the employee receives credit shall be accumulated
28 and reported periodically to participating employees. During the term of the Program,
29 an employee shall not be able to accumulate in excess of 188 BLT hours.
30 Accumulated BLT hours shall not be counted against the employee's regular annual
31 leave cap, known as Part A hours under the Annual and Sick Leave Program. The
32 employee shall be eligible to use the accumulated BLT hours in a subsequent pay
33 period in the same manner as regular annual leave, pursuant to Article 39.

34 **4. Timing of Conversion of Unused Program Hours.**

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

LETTER OF UNDERSTANDING #19

1 a projected contribution would exceed the maximum amount allowable under Section
2 415 of the Internal Revenue Code (when combined with other projected contributions
3 that count against such limit), the State shall first make a contribution to the
4 employee's account within the State of Michigan 401(k) plan up to the maximum
5 allowed, and then make the additional contribution to the employee's account within
6 the State of Michigan 457 plan.

7 **5. Insurances, Leave Accruals and Service Credits.**

8 Retirement service credits, overtime compensation, longevity compensation, step
9 increases, continuous service hours, holiday pay, annual and sick leave accruals will
10 continue as if the employee had received pay for the BLT hours. Premiums, coverage
11 and benefit levels for insurance programs (including LTD) in which the employee is
12 enrolled will not be changed as a result of participation in the Program. Employees
13 shall incur no break in service due to participation in the Program. Subject to legislative
14 approval, the Program is not intended to have an effect on the Final Average
15 Compensation calculations under the State's Defined Benefit Plan nor the salary used
16 for Employer contribution calculations under the State's Defined Contribution Plan.

17 **6. Relationship to Plan A and Plan C.**

18 Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

19 **7. Term.**

20 The Program shall be effective beginning with the first full pay period in January 2005,
21 and continuing through the end of the pay period beginning October 9, 2005. The pay
22 reduction and accrual provisions of the Program shall be in effect through the pay
23 period ending October 22, 2005. There shall be no further BLT for the remaining term
24 of the contract.

25

26 **LETTER OF UNDERSTANDING #19**
27 **Firearm Storage**

28 In order to promote the safe handling and storage of firearms, the departmental Employer
29 shall reimburse employees, required to carry a firearm in the course of their duties, for
30 costs related to securing and storing a department issued firearm. This one time
31 reimbursement shall be for actual costs and shall not exceed \$100.00.

32 **LETTER OF UNDERSTANDING #20**
33 **Article 8—Grievance Arbitration Tracking System**

34 The Employer agrees to develop access to an arbitration listing and indexing system
35 which would permit the parties to review cases previously decided between the parties
36 for their potential value in resolving existing disputes. The cost (if any) of developing such
37 access will be shared equally between the parties. In the event that a new arbitration

1 listing and indexing system is developed, the Employer and MSEA shall meet to discuss
2 the union's access.

3 **LETTER OF UNDERSTANDING #21**
4 **Article 22, Section F—Foot Protection**

5 During the **2011** negotiations, the parties agreed that in the Department of Natural
6 Resources, the subject of seasonal and protective foot wear shall be a proper subject of
7 secondary negotiations.

8

9 **LETTER OF UNDERSTANDING #22**
10 **Article 35, Section A – Clothing Between the MSEA and the Michigan Department**
11 **of State Police**

12 The Michigan State Employees Association (MSEA) and the Michigan Department of
13 State Police (MSP) understand and agree to the following:

- 14 1. For the purpose of requiring uniform boots, the Department will reimburse on an
15 annual/bi-annual basis for summer boots.
- 16 2. The Department will reimburse for summer boots up to a maximum of one hundred
17 dollars (\$100) every year or up to two hundred dollars (\$200) every two years.
- 18 3. Employees will be required to purchase boots according to the most current Division
19 specifications.
- 20 4. Beginning May 15, 2006, employees may provide a receipt in accordance with
21 Division procedure to request reimbursement.
- 22 5. The Division will continue to provide all weather boots to Motor Carrier Officers.

23 **LETTER OF UNDERSTANDING #22A**
24 **Article 35, Section A – Clothing Between the MSEA and the Michigan Department**
25 **of State Police**

26 The Michigan State Employees Association (MSEA) and the Michigan Department of
27 State Police (MSP) understand and agree to the following:

- 28 1. The Department will reimburse State Properties Security Officers on an annual/bi-
29 annual basis for the purchase of footwear that is conducive to walking patrol.
- 30 2. The Department will reimburse the employee for the purchase up to a maximum
31 of one hundred dollars (\$100.00) every year up to two hundred dollars (\$200.00)
32 every two years.
- 33 3. Employees desiring to make a purchase will be required to follow Official Order 23
34 guidelines when making their selection.

LETTER OF UNDERSTANDING #23

1 4. Beginning October 1, 2008 employees may provide a receipt in accordance with
2 MSP procedure to request reimbursement.

3 5. The Department will continue to provide all employees with all-weather footwear.
4

5 **LETTER OF UNDERSTANDING #23**
6 **Between Michigan State Employees Association and State of Michigan, Office of**
7 **the State Employer—Article 43 Section D**

8 During negotiations in 2004, the parties agreed to implement the Disease Management
9 Program known as Blue Health Connection and a PPO network for durable medical
10 equipment and prosthetic and orthotic appliances effective October 1, 2005. Both of these
11 programs will result in improved benefits for employees and a cost savings to the State
12 Health Plan. The parties therefore agree to request Civil Service Commission approval to
13 implement these provisions effective April 10, 2005 or as soon as administratively feasible
14 thereafter.

15 During negotiations in 2015, the parties discussed the Blue Health Connection name
16 change which is now known as Complex Chronic Condition Management.

17 **LETTER OF UNDERSTANDING #25**
18 **Motor Carrier, Capital Security and Conservation Officers**

19 The MSEA and the Office of the State Employer and the applicable Department agree to
20 meet following the effective date of this Agreement upon request of either party to discuss
21 related to the recruitment and retention of officers in these classifications. The committee
22 review will include but not be limited to, training practices as well as compensation issues.
23 Findings which involve mandatory subjects of bargaining may be shared during
24 negotiations for the next Agreement.

25

26 **LETTER OF UNDERSTANDING #27**
27 **Between MSEA and State of Michigan, Office of the State Employer—Article 39—**
28 **Annual Leave Donation**

29 The parties agree that having a uniform process for donation and receipt of annual leave
30 across State government would increase efficiency and understanding of the procedure.

31 Following approval of this Agreement, the parties agree to address this issue in the
32 Labor/Management Health Care Committee forum(s) to attempt to remove
33 inconsistencies in the processes and draft a uniform procedure.

34 Proper subjects to be addressed at this meeting include, but are not limited to:

35 Conditions under which leave can be received and

36 Conditions under which leave can be donated, and

1 The procedure for making such a request.
2 Any changes that would modify the Collective Bargaining Agreement would be
3 implemented in a separate Letter of Understanding that would be submitted to the Civil
4 Service Commission for approval.

5

6 **LETTER OF UNDERSTANDING #28**
7 **HAND WRITING ANALYSIS**

8 The parties agree that, in the event the Employer determines handwriting analysis is
9 appropriate, it shall be performed by an individual who possesses the education, training,
10 experience and/or certification necessary to be recognized by a court as an expert
11 witness in the specialty area of handwriting analysis.

12

13 **LETTER OF UNDERSTANDING #29**
14 **Joint Healthcare Committee**

15 During the 2011 negotiations, the parties discussed the mutual goal of designing and
16 implementing health care plans, including ancillary plans, that effectively manage costs
17 and that work to keep members healthy. To that end, the Employer and the Unions will
18 convene a Joint Healthcare Committee (the "Committee") whose charges will include, but
19 not be limited to:

- 20 a. Analysis of current plan performance identifying opportunities for improvement;
- 21 b. Investigate potential savings opportunities from re-contracting pharmacy or other
22 carrier contracts;
- 23 c. Review the current specialty pharmacy program and identify best-in-class specialty
24 programs to use as a benchmark;
- 25 d. Analyze current HMO plans to determine if they are a cost-effective means of
26 providing high quality health care;
- 27 e. Investigate impact on outcomes and costs of Value Based Benefit Designs;
- 28 f. Identify opportunities for cost-containment programs and carve out programs;
- 29 g. Investigate opportunities to save costs by modifying or otherwise limiting medical,
30 professional and pharmacy networks;
- 31 h. Review current chronic care management programs to determine effectiveness as
32 well as ongoing member compliance;
- 33 i. Investigate work place health and wellness programs and make recommendations
34 with the goal of educating and motivating employees toward improved health and
35 wellbeing;

LETTER OF UNDERSTANDING #33

1 j. Make recommendations to increase voluntary participation in health and wellness
2 screenings and benefits included in current health plans;

3 k. Identify educational opportunities relative to facility and professional provider quality
4 data, as well as designated centers of excellence.

5 As mutually agreed by the parties, independent subject matter experts and consultants
6 may be called upon to assist the Committee in carrying out their charges.

7 Within 30 days of the effective date of the Agreement, each union shall appoint a
8 representative to serve on the Committee and the Employer shall designate up to four
9 representatives. The Committee will be jointly chaired by a representative designated by
10 OSE and a representative designated by the Unions.

11 Monthly meetings of the Committee shall be scheduled with the first being held no later
12 than 45 days following the effective date of the Agreement.

13 LETTER OF UNDERSTANDING #33

14 Article 6

15 Union Dues and Fees

16 During 2013 Negotiations, the parties recognized that the MSEA has challenged the
17 application of Public Act 349 of 2012, the public sector "Right to Work" Law, to employees
18 in the classified service. The parties also recognized that the MSEA and others have
19 challenged the overall legality of Public Act 349.

20 This contract amends Article 6 consistent with Public Act 349, with the express
21 understanding that the MSEA maintains its challenges to the Act, as set forth in the
22 pending International Union v Green, Court of Appeals No: 31478, (Application for Leave
23 to Appeal to Supreme Court filed September 11, 2013).

24 LETTER OF UNDERSTANDING #35

25 Federal Excise Tax Implications

26 The aggregate cost for the SHP PPO and HMO's extending into 2018 must fall below the
27 federal excise tax thresholds established by the IRS under PPACA. The aggregate cost
28 which must be counted toward the applicable 2018 federal excise tax threshold will be
29 calculated in accordance with IRS guidelines.

30 The parties agree to meet to convene the Joint Health Care Committee no less than
31 monthly. The Committee shall jointly share the most recent information available, subject
32 to change, including total premiums (employer and employee share) and employee pre-
33 tax medical Flexible Spending Account (FSA) contributions in the aggregate cost.

34 The Committee shall also discuss various plans to maintain health care costs.
35 Discussions shall include updates on the IRS regulations relative to the excise tax as well
36 as all options to stay below the threshold.

37 Current deductibles and out of pocket maximums, as well as other plan provisions will
38 also be discussed. Additionally, the parties will consider other options to maintain costs
39 prior to plan design changes and/or reductions to the medical spending accounts.

1 It is the intent of the parties that the Joint Health Care Committee will utilize all options to
2 avoid the excise tax. However, in the event such collaboration does not result in avoiding
3 the excise tax, the parties will negotiate the terms of the health insurance plan with an
4 end result that will provide the costs stay below the excise tax threshold.

5 The employer agrees to provide notice as soon as administratively feasible, but not later
6 than July 13, 2017, of the SHP PPO rates and HMO rates for FY 18. If the aggregate cost
7 for any one of the health insurance plans offered by the State for enrollment (the SHP
8 PPO or any HMO's) extending into 2018 exceeds federal excise tax thresholds
9 established by the IRS, the parties agree that beginning with the Flexible Spending
10 Account (FSA) enrollment for calendar year 2018, the medical spending account option
11 under Article 43, Section V will be reduced or eliminated to maintain aggregate cost below
12 the applicable 2018 federal excise tax thresholds, unless prohibited by law, or if doing so
13 would invalidate the plan in whole or in part resulting in additional costs to the employer
14 and/or employees.

15

16
17

LETTER OF UNDERSTANDING #36
Wellness

18 During the 2015 negotiations, the parties discussed a number of issues relative to health
19 care cost containment, including the impact of the excise tax contained within the Patient
20 Protection and Affordable Care Act, PPACA.

21 These negotiations included discussing programs designed to target wellness in a
22 manner that would be beneficial to the workers and could result in decreased costs to the
23 group insurance program.

24 It is the intent of the parties to begin immediate discussions within the Joint Health Care
25 Committee on the wellness concepts and identified during those negotiations.

26
27
28

LETTER OF UNDERSTANDING #39
Other Eligible Adult Individual-Health Insurance
Article 43 Sections D, E, F, H & L

29 Where the employee does not have a spouse eligible for enrollment in the State Health
30 Plan, the plan shall be amended to allow a participating employee to enroll one other
31 eligible adult individual, as set forth below:

32 To be eligible, the individual must meet the following criteria:

- 33 1. Be at least 18 years of age.
- 34 2. Not be a member of the employee's immediate family as defined as employee's
35 spouse, children, parents, grandparents or foster parents, grandchildren, parents-in-
36 law, brothers, sisters, aunts, uncles, or cousins.

Letter of Understanding #40

1 3. Have jointly shared the same regular and permanent residence for at least 12
2 continuous months, and continues to share a common residence with the employee
3 other than as a tenant, boarder, renter, or employee.

4 Dependents and children of another eligible adult individual may enroll under the same
5 conditions that apply to dependents and children of employees.

6 In order to establish that the criteria have been met, the Employer will require the
7 employee and other eligible adult individual to sign an affidavit setting forth the facts that
8 constitute compliance with those requirements.

9 FOR THE UNION

FOR THE EMPLOYER

10

11

12

Letter of Understanding #40
Union Use of State's E-mail System Pilot Program

13 Where access to the State's e-mail system is otherwise available, the Employer agrees
14 to a pilot program that permits use of the State's existing e-mail system by the Michigan
15 State Employees Association (Union) office staff for transmitting legitimate union
16 business to bargaining unit employees. Any use of the State's e-mail system by a
17 bargaining unit employee to review any such union materials transmitted must take place
18 on non-work time only, e.g. breaks and lunch.

19 All legitimate union business transmitted through the state's e-mail system must be clearly
20 identified as a union communication in the subject line, and must be of a reasonable size,
21 volume, and frequency. The Employer shall have no liability to the Union or an employee
22 for the delivery or security of such transmittals.

23 The State's e-mail system is not private and may be monitored at any time. No partisan
24 political, or profane materials, or materials related to union elections, or materials
25 defamatory or detrimental to the State, to the Union, or to an individual employee, may
26 be transmitted through the State's e-mail system. The Employer reserves the right to
27 block any and all such material. The Union will be notified of blocked material.

28 Use of the State's email system not expressly authorized in this Letter of Understanding
29 constitutes a violation absent specific written agreement of the Office of the State
30 Employer. At the Office of the State Employer's request, any email transmitted by the
31 Union through the State's e-mail system will be forwarded by the Union to the Office of
32 the State Employer.

33 In the event the Office of the State Employer determines the Union's use of the State's e-
34 mail system violates provisions of this Letter of Understanding, prompt steps must be
35 taken by the Union to correct the violation. In the event of a repeat violation, the Office of
36 the State Employer reserves the right, in its sole discretion, to cancel the program.

37 The program will continue through December 31, 2021 unless the Office of the State
38 Employer cancels the pilot program as provided above.

1 FOR THE UNION

FOR THE EMPLOYER

2 _____

3 Michigan State Employees Association

Office of the State Employer

4
5 _____

6 Date

Date

7
8

9 **LETTER OF UNDERSTANDING #41**
10 **State Integrated Governmental Management Application (SIGMA)**

11
12 During negotiations in 2018 the parties discussed the implementation of the State
13 Integrated Governmental Management Application SIGMA. SIGMA was introduced on
14 October 1, 2017.

15 Both parties recognize some difficulties encountered by employees in the usage of
16 SIGMA. It is the intent of the parties to address concerns related to SIGMA through
17 discussions. Upon request of either party, a meeting will be scheduled to address
18 identified concerns.

19

20 **LETTER OF UNDERSTANDING #42**
21 **Article 4, Section B.2, Information Provided to MSEA**

22 The parties agree to explore the possibility of providing an employees' personal telephone
23 number with the employee's consent.

24 **LETTER OF UNDERSTANDING #44**

25 In the event the Civil Service Commission Rule on Prohibited Subjects of Bargaining is
26 amended, the parties agree to reopen negotiations on the impact of the rule change if
27 requested by the Union, and subject to such restrictions as the Civil Service Commission
28 may establish.

29 This letter of Understanding is in effect through December 31, 2021.

30 **LETTER OF UNDERSTANDING #45**
31 **Dental and Vision Insurance Coverage**
32 **for Adult Children under Age 26**

33 To the extent that federal law now requires the offering of health insurance coverage to
34 adult children under age 26, the State will offer dental and vision insurance coverage to
35 adult children under the same standards that it offers health insurance and without regard
36 to student enrollment. If federal law requiring the offering of health insurance to adult
37 children changes, this Letter of Understanding will expire.

INDEX		
Article		Page
401(K)	39	70
	43	98
	LOU #18, BLT	147
457	18	148
	39	70
	43	98
Administrative Errors	08	20
Administrative Leave	07	13
	29	52
	31	53
	35	62
	36	64, 65
Adverse Impact	05	10
	32	57
	38	67
Alcohol Test	31	54
	53	104
Alcohol Testing	31	54
	53	104
Allegations	09	22
alternative delivery sites		80
Alternative Delivery Sites		80
Annual Leave	07	12
	08	22
	11	28
	15	32, 33
	16	34, 37
	18	41
	35	62
	36	65
	39	67, 68, 69, 72
	40	72
	43	91
	App. C	117
	LOU #08, FMLA	141

INDEX

	LOU #14, Fire/Crash Rescue Officers.....	144
	LOU #18, BLT	147
	LOU #27, Art. 39	150
Annual Leave Cap		
	07	12
	15	33
	39	69, 70
Appointment		
	04	4
	11	28
	16	36
	43	94
	47	101
	53	106, 108
	App. C	117
	LOU #14, Fire/Creash Officers	144
Appointment Duration		
	03	3
	App. C	117
Apprenticeship		
	33	58
Arbitration		
	08	15
	09	26
	17	39, 40
	LOU #20, Art. 8	148
Assignment		
	07	12
	13	30
	14	30
	18	41
	31	55, 56
	32	57
	35	64
	LOU #08, FMLA	141
Attendance		
	04	6, 8
	07	12
	16	37
	17	38
	19	43
	22	48
	40	73, 74
	LOU #17, Recruit School.....	147
Attire		

	21	44
Back Wages	08	20
Banked Leave Time Program	LOU #18 FY2005	147
Bereavement Leave	40	74
Biweekly Work Period	14	30
	15	33
	36	65
	39	68, 69
	40	72
	App. C	119
Bulletin Boards	04	4
Buy Back	15	32, 33
	39	71
Caissons	43	77
Callback	14	31
Charges of Misconduct	09	23
Chief Steward	18	41
Civil Service Commission	01	1
	02	1, 2
	06	11
	08	18, 21
	16	36
	20	43
	41	75
	44	99
	47	100
	50	102
	52	103
	53	108
	54	110
	LOU #23, Art. 43, Sec. D	150
	LOU #27, Art. 39	151
Classification Specification	29	52
	38	67

INDEX

Classified Service	09	26	
	11	28	
	26	51	
	39	68	
	40	73	
	43	92, 95, 96	
	53	108, 109	
	App. C	118	
	LOU #33, Art. 6	152	
COBRA			89
Community Participation Leave	16	37	
Compensatory Time	14	31	
	15	32, 33	
	36	65	
	LOU #14, Fire/Crash Rescue Officers	146	
Complaint	08	14, 16, 22	
	17	39, 40	
	53	108	
	LOU #08, FMLA	139	
Condition of Employment	05	9	
	08	14	
	31	54	
	35	58, 61	
	38	67	
Confidentiality	04	7	
	17	39, 40	
	22	47	
Conflict of Interest	24	50	
Conflicting Rules	02	1	
Contagious Disease	22	47	
	40	73	
	LOU #05, Art 22, Sec. I	138	
Contaminated Waste	22	47	
continuation of group insurances			88–89
Continuous Service	04	4	

	11	28, 29
	16	35, 36
	39	68
	43	77, 91, 92, 93, 94
	App. C	117
	LOU #14, Fire/Crash Rescue Officers	145
	LOU #18, BLT FY2005	148
Contract Interpretation		
	08	16
Contractual Service		
	52	103
Controlled Substance		
	31	52, 56
	53	104, 109
	App. L	126
Counseling		
	08	15, 16
	09	25
	10	26, 27
	17	40
	22	49
	31	54
Court Reporter		
	08	18
Covered Position		
	43	91
Death		
	39	70, 71
	40	73, 74
	43	88, 92
	53	106
	App. C	118
	LOU #18, BLT	147
Deductible		
	App M-2	127
Deferred Compensation		
	06	11
	41	75
	43	98
	App. C	119
Deinstitutionalization		
	43	94
Deluxe hearing aids		131
Dental		
	App M-3	133
Dental Benefits		

INDEX

	App. C	119
dependent and long term nursing care		81
Diagnosis	16	35
Disability Management	35	64
Disability Retirement	11	28, 29
Discharge	08	16, 21
	09	22
Disciplinary Action	08	21
	09	22
	10	27, 28
	17	39, 40
	24	50
	31	54
	32	57
	40	74
Disciplinary Conference	09	23, 25
	10	27
	23	49
Disciplinary Grievances	08	16
Disclosure	08	16
	17	39
	31	54
	53	109
Discrimination	25	50
Disease Management Program	LOU #23, Art. 43, Sec. D.....	150
Dismissal	08	16
	09	24, 25, 26
	09	25
	31	56
	40	74
	43	94
	53	108
Drug Test	31	55
	53	104, 106, 107, 108, 109

Dues Deduction		
	04	4
	06	11
durable medical equipment		80, 81
Eating Areas		
	35	60
Educational Leaves of Absence		
	16	34
Effective Date		
	02	1
	03	3
	04	4
	07	13
	08	16
	18	41
	20	43
	37	67
	40	73
	43	97, 99
	53	108
	LOU #25, Motor Carrier, Capitol Security	150
	LOU #29, Joint Healthcare Comm.....	152
Emergency		
	05	9
	07	13
	09	23, 25
	16	34
	20	43
	22	44
	31	52
	36	64, 65
	39	71
	43	99
	53	105
	App M-2.....	127
Emergency Suspension		
	9	25
Employee Lounge		
	35	60
Essential Job Duties		
	16	35
Essential Services		
	36	64
Evacuation Plan		
	22	48

INDEX

Exclusive Representative	01	1	
	03	2	
	04	8	
	LOU #08, FMLA	138	
Exclusive Representatives	39	72	
Expedited Arbitration	08	19	
family and medical leave act			88
Federal Excise Tax			152
Felony	09	26	
Final and Binding	08	18	
	53	110	
Fitness	09	23	
	16	35	
	17	40	
	31	54	
	38	67	
	40	74	
Flexible Compensation Plan	43	98	
FMLA	15	33	
	LOU #08, FMLA	138	
Follow-Up Testing	53	107	
Foot Protection	22	45	
	LOU#21, Art. 22, Sec. F	149	
Formal Counseling	08	16	
	10	27	
	17	40	
Freeze Annual Leave	39	71	
Garnishments	32	57	
generic drugs			79
Generic Drugs	M-2	131	

Good Faith	047
	059
	1533
	1637
	2247, 49
	4175
	52104
Grievance	043, 5
	0713
	0814, 16, 21
	0925
	1739
	2248
	2450
	4391, 94
	53109
	LOU #20, Art. 8148
Grievance Conference	0814
Grievance Procedure	0821
	1841
	1942
	2248
	2751
	3560
Grievance Settlement	0817
Grievant(s)	048
	0713
	0814, 15, 16, 20
Grooming	2144
Group Grievance	045
	0815
group insurances	77–89
Guidelines	048
	2043
	2247
	2450
	3564

INDEX

	53	107, 108
Gynecological Examination	22	45
Hand Writing Analysis	LOU #28	151
Handicapped Parking	35	60
Hazard Pay	155	32
	43	77, 90
Hazardous Work Conditions	43	77
Hazards	22	44, 45
Health and Safety	19	42
	22	44, 45, 47
	27	52
	LOU #04, Art. 22	138
Health Insurance	22	45
	LOU #39, Art. 43	153
Health Plan	App M-2.....	127
	LOU #23, Art. 43, Sec. D.....	150
	LOU #29, Joint Healthcare Comm.....	151
	LOU #39, Art. 43	153
	LOU#08, FMLA	141
Health Screening	40	74
hearing care program		80
High Structures	43	77
Holiday	08	14
	15	33
	39	70
	43	90, 93
	49	101
	App C	118
	LOU #11, VWSAP	142
	LOU #14, Fire/Crash Rescue Officers.....	146
	LOU #18, BLT FY2005.....	148
Home health care		80
Home health Care	M-2	129

hospice		80
Hospice		
	M-2	129
Immediate Family	40	73, 74
Immediate Supervisor	07	12, 13
	16	34
	43	94
Impasse	01	1
	50	102
Initial Annual Leave	39	67
	App C	117
	LOU #14, Fire/Crash Rescue Officers	144
Initial Appointment	App C	117
Insurance Premiums	06	11
Investigation	09	22, 26
	10	27
Investigatory Interview	09	23
Job Duties	16	35
	22	45, 47
Job Performance	22	48
	32	57
Joint Health Care Committee		153
Joint Healthcare Committee	LOU #29	151
Jury Duty	35	62
Just Cause	05	9
	08	14, 21
	09	22
	22	49
	53	108
Labor-Management	04	7
	07	13
	19	42, 43

INDEX

	20	44
	33	57
	35	58, 60, 61, 64
	49	101
	51	102
Lack of Funds		
	05	10
	22	48
Lack of Work		
	05	10
Layoff		
	04	4
	06	11
	11	28
	12	29
	15	34
	39	71
	43	93, 94
Leave of Absence		
	04	4
	06	11
	11	28
	16	34
	17	40
	31	55
	35	62
	39	68
	53	109
	LOU #08, FMLA	140
	LOU #11, VWSAP	142
	LOU #14, Fire/Creash Rescue Officers	146
Legal Services		
	35	61
Less Than Satisfactory		
	08	15, 16
	09	23
	22	48
	23	49
	43	94
Licensure		
	29	52
Lie Detector Test		
	28	52
life insurance		87-88
Life Insurance		
	41	75

Light Duty Assignment	LOU #8, FMLA	141	
limited term			89
Limited-Term	03	3	
	16	37	
	43	94	
	App C	117, 118	
	LOU #18, BLT	147	
Lockout	46	100	
Long Term Disability	08	20	
	39	71	
	App C	119	
	LOU #11, VWSAP	142	
Longevity	11	28	
	15	32	
	39	68	
	43	92, 93	
	App C	119	
	App J	124	
	LOU #11, VWSAP	142	
	LOU #14, Fire/Crash Rescue Officers.....	146	
	LOU #14, Fire/Crash Rescue Officers.....	146	
	LOU #18, BLT	148	
Lost Time	07	12	
	11	28	
	36	65	
	39	70	
	40	72	
	43	92	
	LOU #14, Fire/Crash Rescue Officers.....	146	
Mail System	04	5	
Management Rights	20	43	
	22	49	
Mandatory Subjects of Bargaining	02	1	
	LOU #25, Motor Carrier, Capital.....	150	
Mangement Rights	05	9	
Maternity/Paternity Leave			

INDEX

	16	36	
Meal Period	14	30, 31	
Meal Without Charge	35	63	
Mediate			18
Medical Certification	16	35	
	31	54	
	40	74	
Medical Examination	22	45	
	31	54	
Medical Leave of Absence	16	35	
	17	40	
	31	55	
	39	71	
Medical Spending Account	43	99	
Medical Verification	39	71	
	40	74	
Meeting Rooms	04	6	
Membership Dues	04	4	
	06	11	
	41	76	
Modified Work Schedule	15	32	
Moving Expense	13	30	
	37	65	
MSEA Officers	04	9	
	07	13	
Mutual Waiver	08	15	
Mutually Accepted Past Practice	08	14	
Office Space	04	7	
	35	60	
On-call	35	62	

On-Call	08	21
	14	31
Open Enrollment	App C	119
Operational	04	6
	08	14
	16	34, 38
	18	41
	19	43
	22	46
	27	51
	35	60
	39	70
Operational Procedures	20	43
Orientation	04	8
	25	50
Orthopedic Safety Shoe	44	99
Out-Of-Pocket	LOU #13, Parking Deduction.....	143
Overtime	08	20
	15	32, 33
	19	43
	36	65
	43	93
	App A	111
	App B	116
	App J	124
	LOU #14, Fire/Crash Rescue Officers.....	145
	LOU #17, Motor Carrier, Capital.....	147
	LOU \$18, BLT	148
Parental Leave	LOU #08, FMLA	141
Parking	35	60
	41	76
	43	98
	LOU #13,Pre-Tax Deduction for Parking.....	143
Past Practice	08	14
Pay Period		

INDEX

	04	4
	06	11
	07	12, 13
	11	28
	14	30
	15	33
	39	68, 71
	40	72
	41	75
	43	91, 92, 93, 94, 101
	App C	117
	LOU #14, Fire/Crash Rescue Officers	144
	LOU #18, BLT	147
Payroll Deductions		
	39	70
	41	75
Payroll Errors		
	41	75
Performance Evaluation		
	09	25
Performance Review		
	10	26
Periodic, Irregular Or Cyclical Scheduling		
	49	101
Permanent		
	16	37
	39	67, 68, 71
	40	72, 74
	43	91, 94
	49	101, 102
	App C	117, 118, 119
	LOU #14, Fire/Crash Rescue Officers	145
	LOU #18, BLT FY2005	147
Permanent-Intermittent		
	49	101
	App C	118, 119
personal leave		
	LOU #08, FMLA	140
Personal Leave		
	43	91
	LOU #08, FMLA	141
	LOU #11, VWSAP	143
	LOU #14, Fire/Crash Rescue Officers	145
Personnel File		
	10	27
	17	38

	31	54	
Pharmacy Benefit Manager (PBM)	M-2	131	79
Physician Statement	31	56	
	App L.....	126	
Picketing	04	8, 9	
Political Activity	04	3	
Political Literature	04	5	
Polygraph Examinations	28	52	
Position Description	33	57, 58	
	53	106	
Post-Accident	31	54	
Post-incident testing	53	106	
Preauthorized Contractual Services	52	103	
Pregnancy	16	35	
prescription drug program			79
Prescription Drug Program	M-2	131	
Pressurized Tunnels	43	77	
Probationary Employee	08	15	
	23	49	
	LOU #18, BLT	147	
Professional Organization	35	62	
Prognosis	16	35	
Progressive Discipline	08	15	
Prohibited Subject Of Bargaining	08	22	
	33	58	
	53	108	
Promotion	LOU #7, Art. 43, Sec. A.....	138	

INDEX

Proper Subject Of Bargaining	47	101
Protective Clothing	22	45
Protocol For Alcohol Testing	53	108
Protocol For Drug Testing	53	107
Qualified	31	53
	39	69
	43	98
	LOU #13,Pre-Tax Deduction for Parking	143
Questionnaire	09	23
Random Selection	53	107
Ratification	01	1
Reasonable Suspicion	31	55
	53	107
	App K	125
Reassignment	09	25
	37	67
	43	90
	LOU #12, HRMN	143
Recall	04	4
	06	11
	11	28
	12	29
	39	71
	43	95
	53	108
	App C	118
Record Of Counseling	09	25
	10	27
Register	03	3
	53	108
Regular Rate Of Pay	15	32
	40	73

Rehabilitation	17	40
	53	105
Reinstatement	06	11
	09	25, 26
	39	69
Relocation	35	60
	37	65
Reprimand	08	15
	09	22
	17	40
resignation	43	94
Resignation	09	26
Retirement	04	4
	11	29
	39	69, 70
	40	73
	41	73
	43	92, 93, 97
	App C	118
	LOU #14, Fire/Crash Rescue Officers.....	146
	LOU #18, BLT FY2005.....	148
Retroactivity	08	20
Right To Assign	33	57
Right To Know	22	47
Safety And Health	05	10
	20	43
	22	44
Safety Buckets	43	77
Safety Glasses	22	46
Safety Inspections	22	46
Safety Sensitive	31	54, 56

INDEX

	App L.....	126
Safety Shoes	22.....	45
	43.....	99
Scaffolding	43.....	77
Seasonal Layoff	06.....	11
	11.....	28
Secondary Negotiations	04.....	4, 5, 7
	09.....	24
	14.....	31
	15.....	33
	19.....	42, 43
	22.....	45, 47, 48
	29.....	52
	35.....	58, 59, 64
	50.....	102
	53.....	105
	LOU #21, Art. 22, Sec. F.....	149
Seniority	11.....	28, 29
	LOU #14, Fire/Crash Rescue Officers.....	145, 146
Seniority List	11.....	29
	12.....	29
Service Credit	07.....	12
	11.....	28
	39.....	68
	43.....	93
	LOU #11, VWSAP.....	142, 143
	LOU #18, BLT.....	148
Service Rating	08.....	15, 16, 17
	09.....	23
	10.....	27
	17.....	40
	23.....	49
	LOU #14, Fire/Crash Rescue Officers.....	145
Settlement	08.....	18, 20
Severance	43.....	94, 98
Sexual Harassment		

	26	51
Shift Change	35	63
	43	90
	LOU #14, Fire/Crash Rescue Officers.....	146
Shift Premium	43	90
Sick leave	40	72
Sick Leave		118
	15	32
	16	35
	31	54
	36	65
	39	71
	40	72, 73, 74
	43	87
	App C	118
	LOU #08, FMLA	140, 141
	LOU #11, VWSAP	142
	LOU #14, Fire/Crash Rescue Officers.....	144
	LOU #18, BLT	147
	LOU #18, BLT FY2005.....	147
Smoking	27	51
Smoking Cessation		81
Split Sample	31	55
	53	107
state health plan		77–89
state health plan deductible		80–82
state-sponsored insurance		87
Step One	08	14, 16, 20
	43	91
Steward	04	6
	07	13
	08	14, 16, 20, 21
	09	24
	18	41
	19	42
	22	49
	45	100
Storage Space	35	60

INDEX

Strike	08	17	
	46	100	
Sub-Class Codes	03	2	
subrogation			82
Subscriptions	35	62	
Supervisory Classifications	03	2	
Supplemental Employment	08	20	
	24	49	
Suspension	04	8	
	08	16	
	09	23, 25, 26	
	11	28, 29	
	39	70	
	43	94	
Telephone Directory	04	6	
Temporary	05	9	
	09	25	
	16	35	
	31	56	
	35	64	
	37	67	
	40	73	
	43	94	
	App C	117, 118, 119	
	LOU #14, Fire/Crash Rescue Officers	146	
	LOU #9, State Worker 4	142	
Temporary Assignment	31	56	
Temporary Disability	16	35	
	35	64	
	40	73	
Temporary Representative	18	41	
Test-Designated Employee	53	104	
<i>Test-Designated Position</i>	53	105	

Testing Pool	31	55
Theft	35	60
Time Limits	08	19
Time Off Without Loss Of Pay	07	13
Timekeeping	14	31
	36	65
Timely	08	15, 17, 19
	09	22
	18	41
	20	44
	22	48
	LOU #08	139
Tools and Equipment	35	59
Training	03	3
	07	12
	22	44, 47, 49
	29	52
	31	55
	35	59
	52	103
	LOU #17, Motor Carrier & State Prop. Off	146
	LOU #25, MC, CS Officers	150
	LOU #28, Handwriting Analysis	151
Transfer	04	4
	05	9
	06	11
	13	30
	15	34
	31	53
	35	62
	38	67
	39	69
	40	74
	43	86
	53	105
	LOU #12, HRMN	143
Travel Expense		

INDEX

	19	43
	35	63
	37	67
Tuition Reimbursement	35	61
Twelve Month Period	43	92
	LOU #08, FMLA	140
Unauthorized Absence	09	24
Unemployment Compensation	08	20
Uniform	35	58
	LOU #22, State Police	149
	LOU #27, Art. 39, AL Donation	150
Unsafe Or Unhealthful Conditions	22	48
Unused Annual Leave	39	69
Vision	App M-4	135
Vision Care Insurance	43	85–86
Voluntary Change Of Schedule	07	14
Wage Assignments	32	57
Wages	02	1
	05	9
	08	20
	17	147
	18	42
	26	51
	41	75
	43	77
Waived Rights Leave Of Absence	16	36
	43	93
Waiver Of Representation	09	24
Wash-Up	14	31
wellness and preventive coverage		79
Witness		

	07	13
	08	21
	09	24
	31	55
	35	63
	43	96
	54	110
	LOU #28, Handwriting Analysis.....	151
Work Day		
	07	12, 13
	14	30
	15	32
	16	37
	19	43
	24	50
	35	63
	39	72
	43	91
	50	102
	LOU #08, FMLA	141
Work Force		
	05	10
Work Location		
	08	15
	09	25
	16	37
	17	39
	18	41
	22	48
	33	57
	36	64
Work Period		
	14	30
	15	33
	36	65
	39	68
	40	72
	App C	119
	LOU #14, Fire/Crash Rescue Officers.....	145
Work Rules		
	05	10
	20	43
	22	48
	25	51
Work Schedules		
	07	12

INDEX

	14	30
	LOU #08, FMLA	141
Work Shift		
	26	51
Work Time		
	04	9
	15	32
	31	53
	35	60
	43	91
Work Units		
	43	91
Work Week		
	15	32
	LOU #08, FMLA	139
Work Week, LOU#08, FMLA		140
Workers Compensation		
	08	20
Work-Related Problems		
	22	48
Written Reprimands		
	08	15
	17	40

