

Labor Agreement

Between



**Michigan Public Employees, SEIU Local 517-M
Scientific and Engineering bargaining unit**

AND



The State of Michigan

Effective:

**January 1, 2016
through
December 31, 2018**

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Article 1

PREAMBLE

- A. This Agreement, entered into this October 12, 2015 by and between the Office of the State Employer on behalf of the State of Michigan and its principal Departments and Agencies covered by this Agreement (hereinafter referred to as "Management," or "Employer") and the Michigan Public Employees, SEIU Local 517M, Scientific And Engineering Unit (hereinafter referred to as "SEIU" or "Union"), shall be effective January 1, 2016 when it was approved by the Civil Service Commission.
- B. All non-economic provisions contained in this Agreement will be effective according to their terms upon approval by the Civil Service Commission. Economic provisions of this Agreement shall become effective on the date specified in the particular Article. No provisions of this Agreement shall apply retroactively unless so specified in the particular Article.
- C. As used throughout this agreement, the term "day" shall mean the days of the week, Monday through Friday, exclusive of paid holidays.

Article 2

PURPOSE AND INTENT

- A. It is the purpose of this Agreement to express the negotiated agreements of the parties with respect to the wages, hours and terms and conditions of employment of the unit employees covered by this Agreement; to recognize the continuing responsibility of the State 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.
- B. The parties recognize that they are subject to the rules, regulations, and compensation plan of the Michigan Civil Service Commission. The parties therefore adopt and incorporate herein such rules (excluding rules governing prohibited subjects of bargaining), regulations and compensation plan in effect on the date that this Agreement is approved by the Civil Service Commission, provided that the subject matter of such rules, regulations, and compensation plan is not covered in this Agreement. Upon approval by the Civil Service Commission, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting rules, regulations and interpretive letters of the Civil Service Commission and the state personnel director pertaining to wages, hours, and terms and conditions of employment (but excluding Civil Service rules and regulations governing prohibited subjects of bargaining) and (2) conflicting rules, regulations, practices, policies and agreements of or within Departments/Agencies pertaining to terms and conditions of employment.
- C. If, during its terms, 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 Office of the State Employer and the Union, and approval by the Civil Service Commission.
- D. No individual unit employee or group of unit employees, acting without the specific authorization of the Union, may alter, amend or modify any provisions hereof. No individual Department or Agency of State Government, or group of such Departments or Agencies, acting without the specific authorization of the State Employer, may alter, amend, or otherwise modify any provision of this Agreement.
- E. The Employer agrees that, in accordance with the Civil Service Rules and Regulations, terms and conditions of employment which are mandatory topics of bargaining which are in effect on the effective date of this Agreement will continue in effect throughout the life of this Agreement under the conditions upon which they were previously granted, unless otherwise provided for or abridged by this Agreement, or unless altered by mutual agreement between the Office of the State Employer and the Union through negotiations, and approved by the Civil Service Commission.

- F. This Agreement, including its supplements and exhibits attached hereto (if any) concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union and the Employer acknowledge and agree that the bargaining process, under which this Agreement has been negotiated, is the exclusive process for affecting terms and conditions of employment at both primary and secondary levels, and such terms and conditions shall not be addressed under the conference procedure of the Civil Service Rules and Regulations. The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties hereto, and supersedes all prior Agreements, and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term, provided that Article 2, Section E, shall not be impaired. All negotiable terms and conditions of employment not covered by this Agreement shall not be impaired. Nothing shall preclude the parties from meeting during the life of this Agreement and negotiating any mandatory topic of bargaining or other mutually agreeable subject.
- G. If any provision of this Agreement or application thereof is found to be unlawful by a court of competent jurisdiction or by the Michigan Civil Service Commission, then that provision shall be null and void, but all other provisions shall remain in full force and effect. The parties agree in these cases to meet and negotiate those provisions which have been declared null and void.

Article 3

RECOGNITION

The State recognizes the Union as the exclusive representative of the Scientific and Engineering Bargaining Unit. This agreement covers all employees in the Unit currently consisting of the classifications contained in Appendix A. All supervisory, confidential, or managerial employees, and employees assigned to other Bargaining Units, are specifically excluded from the Scientific and Engineering Unit.

- A. The Union agrees to fully and fairly represent all unit employees included in the Bargaining Unit without regard to membership or non-membership in, or the participation or nonparticipation in the activities of, the Union.
- B. Nothing in this Agreement shall preclude the Union from representing new classifications which may be established and included in the Scientific and Engineering Bargaining Unit by the state personnel director. Nothing contained herein shall operate to preclude a challenge to the continued inclusion of existing classifications when a change in job assignments occurs.
- C. Nothing in this Agreement shall preclude the parties from agreeing to add to or otherwise amend Appendix A.

Article 4

DUES DEDUCTION AND VOLUNTARY REPRESENTATION FEE

- A. For the duration of this Agreement, the provisions of this Article shall be deemed valid to the extent permitted by the Michigan Civil Service Rules and Regulations.
- B. Dues Deduction. Upon receipt of a unit employee's completed and signed Authorization for Payroll Deductions of Membership Dues form as provided by the Union and subject to the provisions of paragraph C (1) below, the Employer will deduct those dues required as a condition of maintaining membership in the Union in good standing.
- C. The authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the Employer. New authorization cards must be submitted by the 9th day of any pay period for deduction to be made the following pay period.
 - 1. Deduction will be made only when the unit employee is due sufficient biweekly earnings to cover the dues amount after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal Income Tax; State Income Tax; local and/or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled unit employee's share of insurance premiums.
 - 2. Membership dues shall be uniform in amount, and shall be as certified in writing by the authorized representative of the Union to the Employer. Such authorizations of employees transferred from one (1) Agency or Department to another and within these Bargaining Units shall automatically remain in effect. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not automatically remain on payroll deduction, except as provided by the Civil Service Rules and Regulations. Employees recalled from layoff of less than 180 days or returning from a leave of absence shall resume payroll deduction of dues or voluntary representation fees, commencing the first pay period of work.
- D. No unit employee shall be required as a condition of continued employment with the State to join the Union.
- E. Voluntary Representation Fee Deduction. Any unit employee may choose to pay a Voluntary Representation Fee to the Union.
 - 1. Such Voluntary Representation Fee shall be fulfilled by the unit employee signing, dating, and submitting to the Employer an Authorization for Voluntary Representation Fee Payroll Deduction form as supplied by the Union.
 - 2. This section shall not take effect until the Union notifies the Employer of the amount of the Voluntary Representation Fee to be deducted. Such notification may be made on or after the effective date of this Agreement.

- F. Revocation. Nothing in this Article shall prohibit a unit employee from terminating any dues deduction authorization at any time by furnishing written notice of such revocation to the Employer. The Employer shall forward such notice of revocation to the Union within fourteen (14) calendar days of receipt.
- G. Remittance and Accounting. Dues and Voluntary Representation Fees deducted for any biweekly pay period shall be remitted to the designated Financial Officer of the Local Union with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made and the amount deducted, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Financial Officer of the Local Union an alphabetical listing, by Department and Agency, identifying those active employees who have valid dues or Voluntary Representation Fee deduction authorizations on file with the Employer for whom no deduction of dues or Voluntary Representation Fees were made. Upon Union request, the Employer shall recoup lost dues or Voluntary Representation Fees where such amounts were not deducted in accordance with this Article.

Upon written request, the Employer shall provide the Union a list of those unit employees who have active dues or Voluntary Representation Fee deduction authorizations on file.

- H. The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this Unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred between agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit, or who have made any changes in Union deductions. This report shall include the employee's name, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).
- I. The Employer will provide a biweekly demographic report to the Union in electronic form, containing the following information for each employee in the Bargaining Unit: the employee's name, identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (department/agency), TKU, union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, unit code and hourly rate.

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

- J. Requests for information not provided in sections H and I above shall be made by the Union to the Office of the State Employer. The Union will pay the full cost of all reports provided by the State pursuant to this Agreement.

- K. Except as required by the Civil Service Rules and Regulations, the Employer agrees and shall cause its designated agents not to illegally aid, promote, or finance any other labor or employee organization which purports to represent members of this Bargaining Unit, or make any agreements which undermine the Union with any such group or organization. Nothing contained herein shall be construed to prevent any representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, except that as to matters presented by such organizations which are mandatory subjects of negotiations, any changes or modifications shall be made only after negotiations with the Union.

- L. Student Assistants who possess a Bachelors Degree and are performing Bargaining Unit work will be assigned to the Scientific and Engineering Bargaining Unit. They will be covered by all Articles of this Agreement except Articles 11, 12, 13, 15A, 18, 20, 21, 22, 23, 24, 25 and 28.

Article 5

SECONDARY BARGAINING AND WORK RULES

A. Secondary Bargaining.

1. There will be no Secondary Negotiations, as defined by the Civil Service Rules and Regulations, on any issue unless specifically so delegated by the express written terms of this Agreement.
2. In the event any Secondary Negotiations are authorized by the parties any resulting agreements will take effect only upon ratifications by the Union, and approval by the State Employer and the Civil Service Commission.
3. Administrative leave for Secondary Negotiations shall be discussed at the departmental level. Under no circumstances shall a department which is not a party to the Secondary Negotiations be required to grant administrative leave to a unit employee representing the Union in Secondary Negotiations.
4. Secondary Negotiations Timetable. The parties shall meet to negotiate secondary agreements after Civil Service Commission approval of this Agreement. These negotiations shall continue, with regular meetings as mutually agreed, for no longer than ninety (90) calendar days after Civil Service approval of this agreement and may include mediation as agreed to by the parties or required by the Civil Service Rules and Regulations. Should the parties fail to agree on items properly referred to Secondary Negotiations, the outstanding items may be submitted to Impasse in accordance with Civil Service Rules and Regulations.
5. Continuation of Current Agreements. Secondary Agreements in effect on the effective date of this Agreement shall remain in effect if approved by the Civil Service Commission.
6. Department of Transportation.

The parties agree that the issue of MDOT lunch periods and schedule II employees shall be a proper subject for secondary negotiations.

B. Secondary Agreements.

1. Department of Health and Human Services – Shift Assignments. [See Appendix D]
2. Department of State Police.
 - a. Controlled Substance Testing. The legislature provided in Section 21 of Act No. 216 of the Public Acts of 1986 that:

“The Department of State Police shall develop a plan for a controlled substance testing program for all present and future department employees.

The plan shall include guidelines which the department would follow if the department implemented such a program."

Accordingly, the Union and the Department of State Police agreed to bargain in Secondary Negotiations over the identity of safety sensitive positions that would be subject to the Department's controlled substance testing program. In recognition of that Agreement, the normal work day for the unit employees in the State Police Forensic laboratories includes a one half (1/2) hour paid lunch upon Civil Service Commission ratification of the Secondary Agreement. The Secondary agreement reached by the Parties has subsequently been replaced by Article 35, Drug and Alcohol Testing.

3. Health and Safety Agreements.

- a. Department of Agriculture and Rural Development [See Appendix C]
- b. Department of Natural Resources [See Appendix C]
- c. Department of Health and Human Services [See Appendix C]
- d. Department of State Police [See Appendix C]
- e. Department of Environmental Quality [See Appendix C]

C. Work Rules.

Management reserves the right to establish and enforce work rules it deems necessary based on reasonable business necessity.

- 1. Any work rule which is inconsistent with the specific written terms of this Agreement shall be null and void.
- 2. The Appointing Authority will provide copies of written work rules to the Union as soon as practicable.
 - a. The Union shall be provided a copy of the proposed work rule ten (10) days prior to its intended implementation date.
 - b. The Union shall be entitled to offer any comments or suggested modification it desires to the rule prior to its implementation.
 - c. Provisions of paragraphs 1 and 2 of this Section shall not be applicable during periods of emergency, provided, however, that the Union shall be advised by the Employer of the reason for the emergency.
- 3. Nothing in this Agreement shall operate to preclude any operating unit of the Employer from establishing work rules, provided the provisions of this Article have been observed.
- 4. Unit employees are required to comply with all work rules.

5. Management reserves the right to amend or alter any work rule, and agrees that prior to implementation of any such amendments, it will implement the provisions of paragraph C.2. above.

D. Violence in the Workplace.

1. The parties agree that violence in the work place is an issue of mutual concern. Therefore the parties agree that the Employer may, after notice to the employee and the Union, require the employee to undergo a psychiatric or psychological evaluation when there is a reasonable basis, based on objective and verifiable evidence, that the employee poses a threat to others in the work place or to citizens with whom the employee works.
2. In the event that any witness(s) statement is utilized to establish such objective and verifiable evidence, the identity of the witness(s) shall be kept confidential throughout any ensuing investigation. If the investigation culminates in a disciplinary action, the identity of the witness(s) shall be revealed.
3. The psychiatrist or psychologist administering the evaluation will be chosen by the Appointing Authority. The evaluation shall address the issues of whether the employee poses a threat to others in the work place and/or steps the Employer should take to minimize or eliminate such threats. All costs of the psychiatric or psychological evaluation shall be paid by the Employer. Only the findings or recommendations regarding whether the employee poses a threat to others in the work place or steps the Employer should take to minimize or eliminate such threats, shall be provided to the Employer and the employee. The Union shall be informed if the employee executes a written consent for release of medical information to the Union.
4. In the event that discipline is imposed, reference to such evaluation may be made in the record of disciplinary action placed in the employee's personnel file. In no event shall the findings be placed in the employee's personnel file. The Employer shall not release or make public the findings unless the employee files a grievance protesting the disciplinary action. In that event, the findings or recommendations may be introduced by the Employer in support of the disciplinary action. Findings and recommendations shall be retained in accordance with Article 7, Section M.

Article 6

LABOR-MANAGEMENT CONFERENCES

- A. The parties agree that meetings may be desirable for the purpose of discussing problems which may arise out of the operation of this Agreement and other issues of concern to either party.
- B. These meetings will not be used to circumvent the grievance procedure.
- C. Either party may request that a conference be scheduled. Such meetings shall be conducted at mutually agreed times and places.
- D. Administrative leave for unit employees to attend such conferences will be provided only for that number of unit employees mutually agreed upon between the Employer and the Union.
- E. Subject to the provisions of Article 2, Section C, any understandings or agreements arising out of any conference provided under this Article shall be reduced to writing.
- F. In the event the Union identifies concerns over any specific incident(s) of conduct in the workplace by management, supervisory staff, and/or bargaining unit employees, which are not otherwise addressed through agency work rules, Civil Service Rules and Regulations, or this Agreement, the Union may request a meeting with the Office of the State Employer to review and attempt to resolve the concerns.

Article 7

DISCIPLINARY PROCEDURE AND PERSONNEL FILES

- A. The Employer reserves the right to reprimand in writing, suspend, discharge or take other appropriate disciplinary/corrective action against a unit employee for just cause.
- B. Allegations or other assertions of unacceptable unit employee conduct, by supervisors or members of the public or other unit employees, are not charges, but constitute a basis for investigation by the Employer.
- C. The Employer is solely responsible for conducting investigations into wrong-doing of unit employees, and that such investigation is management's sole prerogative. The parties agree that disciplinary action must be supported by timely and accurate investigation. For purposes of this Article, investigation to determine whether disciplinary action should be taken is timely when commenced within twenty (20) days following the date on which the Employer had reasonable basis to believe that such investigation should be undertaken. Scheduling the investigative interview(s) with a unit employee may take place any time during an investigation.
- D. A unit employee is required to give prompt and accurate answers, to the extent possible, to any and all questions related to the issue under investigation put to him/her by the Employer.
- E. A unit employee shall have the right to a Union representative only as provided in subsections 1 and 2 below. There shall be no other exceptions to this rule. It shall not be the policy of the Employer to take disciplinary action in the course of an investigation unless, in the Employer's judgment, an emergency suspension or removal from the premises is warranted.
 - 1. At any disciplinary conference as provided in this Article, the unit employee shall be entitled to a designated Union representative.
 - 2. In any investigatory interview with a unit employee who is the subject of an investigation, the unit employee shall have the right to a designated Union representative.
- F. The parties recognize that supervisors periodically review work performance with unit employees. Such discussions are not investigations and are the prerogative and responsibility of the Employer. A unit employee shall not have the right to a designated Union representative during such performance review.
- G. Whenever a unit employee is to be disciplined in accordance with the provisions of this Article, a disciplinary conference shall be scheduled, and the unit employee shall be notified in writing of the claimed violation and the possibility that a disciplinary penalty may be imposed.

- H. At any disciplinary conference at which the unit employee is entitled to Union representation, the representative must be notified and requested by the unit employee. The representative shall be a Union staff employee or designee. Scheduling of a disciplinary conference shall not be unnecessarily delayed due to the right of representation.
1. The unit employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Except in accordance with Sections H.3 and I of this Article, a unit employee shall be promptly scheduled for a disciplinary conference. The unit employee shall have the right to make a written response to the results of the disciplinary conference which shall become a part of the unit employee's personnel file.
 2. The unit employee shall be given and shall sign for a copy of the written notice of charges and disciplinary action. The notice shall advise the unit employee of the right of appeal. The unit employee's signature indicates only that the unit employee has received a copy and is aware of the contents of the notice, but shall not indicate the unit employee's agreement with the contents. Notice shall be served personally on the unit employee, or sent to the unit employee by certified mail, return receipt requested. If the unit employee has received and signed for a written letter of reprimand, no notice is required.
 3. In the case of a unit employee dismissed for unauthorized absence, or who is physically unavailable (except for an approved leave of absence), a disciplinary conference need not be held; however, notice of disciplinary action shall be given as provided in paragraph H.2 above.
- I. Nothing in this Article shall prohibit the Employer from imposing an emergency disciplinary suspension and/or removal of a unit employee from the premises for investigation or in cases where, in the judgment of the Employer, such action is warranted. As soon as practicable thereafter, investigation and the disciplinary conference procedures described herein shall be undertaken and completed. The Employer may suspend an employee for investigation. The suspension shall be superseded by disciplinary suspension, dismissal, or reinstatement within fourteen (14) calendar days. If the investigation is not completed at the end of fourteen (14) days, the suspension shall be extended with pay until the investigation and disciplinary conference procedures are completed. Should a subsequent disciplinary suspension result, the days of suspension for investigation may be included as part of the penalty.
- J. A unit employee may be immediately suspended for any conduct whether on or off the job which results in one or more of the following: a) An indictment by a grand jury, or b) Prosecution on any charge punishable by one year or more imprisonment, or c) Prosecution on any charge, regardless of the punishment, that relates to theft, dishonesty or the performance of the unit employee's official duties.
1. A unit employee shall not be suspended upon issuance of a bench warrant for failure to obey an order of a court.

2. A unit employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service without the necessity of further charges being brought.
 3. The record from any trial or hearing may be introduced by the Employer in any grievance proceeding, including arbitration.
 4. A unit employee whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing, and made whole if previously suspended in connection therewith, unless disciplinary charges, if not previously brought, are filed within three (3) days of receipt of official notice by the Appointing Authority of the results of the case, and appropriate action in accordance with this Agreement is taken against such unit employee.
 5. Nothing provided herein shall prevent the Employer from disciplining a unit employee for just cause at any time irrespective of criminal or civil actions taken against a unit employee or irrespective of their outcome.
 6. Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this subsection, where the employee contends that the charge does not arise out of the job or is not related to the job.
- K. Dismissal shall be effective on the date of the notice. A unit employee who is dismissed shall not accrue any further leave or benefits subsequent to the date of the notice.
- L. Where a decision is made to permit a unit employee to resign in lieu of dismissal, the parties agree that the resignation and all matters related thereto shall not be subject to the grievance procedure.
- M. There shall be only one official personnel file maintained on each unit employee. Under no circumstances will a unit employee's medical file be contained in the official personnel file; however, records of personnel actions based upon medical information may be kept in the personnel file.
- N. A unit employee shall be entitled to attach a written response to any written record of discipline or any written counseling record which is to be placed in the permanent personnel file, provided such attachment is provided to the Appointing Authority within ten (10) days of the date of the written disciplinary/counseling record.
- O. Upon a unit employee's written request, records of disciplinary actions issued subsequent to the execution of this Agreement shall be removed from the official personnel file twenty-four (24) months following the date on which the action was taken, provided that no new disciplinary action has occurred during such twenty-four (24) month period. Upon a unit employee's written request, written reprimands and formal counseling memoranda/records shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimands and/or counseling memoranda/records have been issued during such twelve (12) month period.

Records removed under this Section shall be sealed and shall only be opened in the event that such records are needed to provide a defense for the Employer's actions in Civil Rights litigation. Upon written request, a unit employee, on non-work time, or his/her designated Union representative, shall be permitted to be present when such record is sealed, provided such request is included in the employee's original written request for the removal of documents under this Section. The unit employee, or designated Union representative, shall have ten (10) working days from the date of the written request to be present for the sealing of the record. In such event the unit employee or designated Union representative does not appear within ten (10) working days, then the Employer shall seal the record, noting the unit employee, or designated Union representative, did not appear for the sealing of the record. The employee shall be notified within five (5) days after a sealed record is opened. These sealed records shall not be used for the purpose of initiating discipline against an employee.

For purposes of computing time for expunging records under this Section only, time spent on an unpaid leave of absence shall not be counted.

- P. Paragraph O above shall not apply to records pertaining to disciplinary action arising out of unit employee violations of prohibited practices as defined in the Civil Service Rules and Regulations.

Article 8

EMPLOYEE COUNSELING

- A. Informal Counseling. Informal counseling may be undertaken when, in the discretion of the Employer, it is deemed necessary to improve performance, instruct the unit employee and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be recorded in the unit employee's personnel file. Informal counseling shall not be subject to the grievance procedure.
- B. Formal Counseling. When, in the judgment of the Employer, formal counseling is necessary, it may be conducted by the immediate supervisor. When practicable under the circumstances, the employee will receive advance notice that formal counseling will be issued. Formal counseling may include a review of applicable standards and policies, actions which are expected to be taken by the unit employee to improve performance and/or conduct, and a reasonable time period established for correction and review.
1. A narrative description of formal counseling will be prepared, on a record of counseling form, a copy of which shall be given to the unit employee, and a copy kept in the unit employee's personnel file.
 2. The unit employee shall be required to sign for receipt of the record of counseling, but signature indicates only awareness of the existence of the record, not specific agreement with the contents.
 3. The unit employee shall have no right to be represented during formal counseling.
 4. Formal counseling is not grievable beyond Step 2 of the grievance procedure.
- C. There shall be no requirement that the use of either informal or formal counseling shall be a condition precedent to the Employer's use of disciplinary action.

Article 9

GRIEVANCE PROCEDURE

- A. A grievance is a written complaint alleging a violation of a specific term or provision of this Agreement.
- B. Nothing in this Agreement shall prevent a unit employee from informally discussing a problem with the immediate supervisor prior to the filing of a written grievance as provided by the terms of this Article. All written grievances must be filed within ten (10) days of the occurrence of the alleged violation, or within ten (10) days from the date the Grievant should have known of the alleged violation.
- C. Suspensions without pay and dismissal cases may be filed at Step 2 of this Article.
- D. Step 1: Immediate Supervisor. A unit employee will file a written grievance with the immediate supervisor. Written grievances must be filed on a Scientific and Engineering Unit Grievance Form. If not serving as the Step 1 Official, the immediate Supervisor will provide the grievance to the Step 1 Official designated by the Employer. The Step 1 Official may establish a meeting with the Grievant and a Union representative, if requested by the Grievant, to discuss the matter. The immediate supervisor or other Step 1 Official will respond to the Grievant in writing within ten (10) days of receipt of the written grievance or within ten (10) days of the meeting with the Grievant if such meeting is held. A Step 1 grievance response, other than a denial, requires the review and final approval of the department/agency personnel office and the union staff representative.
- E. Step 2: Department/Agency Personnel Office. If the matter is not resolved at Step 1, the Grievant may appeal the grievance to Step 2 of the procedure by filing an appeal from Step 1 to the Department/Agency Personnel Office within ten (10) days from the date of the Step 1 answer.
 - 1. Management may establish a meeting for the Grievant and a Union representative, if requested by the Grievant or the Union, within ten (10) days following receipt of the appeal at Step 2.
 - 2. Management will provide a written response to the Grievant within ten (10) days following receipt of the Step 2 appeal, or within ten (10) days of a meeting with the Grievant, if such meeting is held. Both management and the union agree to come to the Step 2 meeting fully prepared to effectively address the issues to facilitate a thorough Step 2 response within the time frame allotted. Nothing precludes the parties from holding a mutually agreed to follow up meeting as necessary. In the event the Union identifies concerns regarding the lack of Step 2 grievance responses received within the time frame allotted, the Union may request a meeting with the Office of the State Employer to review and attempt to resolve the concerns.

- a. An initial service rating, reprimand, suspension or dismissal of an initial probationary employee (2,080 Hours) is not appealable beyond Step 2 of the grievance procedure.
- b. An annual rating is not appealable beyond Step 2 of the grievance procedure, unless the Annual Rating results in delaying reallocation of the employee's position.

F. Step 3: Arbitration.

1. Conventional Arbitration. If the matter is not resolved at Step 2, the Union may within ten (10) days of receipt of the Step 2 answer, appeal the grievance to arbitration by filing written notice with the Office of the State Employer and the affected Department. Within 10 days of the receipt of the Union's notice the Office of the State Employer shall request arbitration in accordance with the procedures specified herein. The Office of the State Employer shall provide copies of the request for arbitration to the affected Department and the Union. Before the arbitration hearing, the Office of the State Employer may schedule a meeting with the Union and the Department to review the grievance. An effort shall be made in such discussions to arrive at a fair and equitable grievance settlement. Any settlement shall be confirmed in writing when agreed to by the Union and the Office of the State Employer.

- a. During the negotiation of this Agreement the parties mutually agreed upon a panel of arbitrators which will hear all grievances appealed to arbitration. The Arbitrators on this panel are as specified below:

Samuel McCargo 1984

Michael Long 2001

Kathryn VanDagens 2001

Benjamin Wolkinson 2012

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- b. The Arbitrators designated above shall serve on a rotating basis.
- c. During January of each year the Union has the right to remove one Arbitrator from the panel and the Office of the State Employer has the right to remove one Arbitrator from the panel. The Union and the Office of the State Employer will mutually agree upon the replacement Arbitrator(s).
- d. Each request for arbitration shall require that the Arbitrator schedule and hold the hearing within sixty (60) days of receipt of the request for arbitration. The parties shall set aside normal business in order to schedule and hold the

hearing within this time frame. By mutual written agreement, the parties may waive the sixty (60) day time limit. Upon receipt of notice from the Arbitrator that the sixty (60) day time limit cannot be met, the Office of the State Employer shall send a second request for arbitration to the next Arbitrator on the list.

- e. The Arbitrator will conduct the hearing in accordance with the Commercial Arbitration Rules and Mediation Procedures of the Rules of the American Arbitration Association (AAA), except as otherwise provided for in this Agreement. Expenses for the Arbitrator shall be borne equally by the parties; however, each party shall be responsible for the costs of its own representatives and witnesses. Any cancellation or rescheduling fees shall be the responsibility of the requesting party. In the event that both parties mutually request a cancellation or rescheduling, any associated costs shall be borne equally.
- f. The Arbitrator's authority will be confined to the specific written provisions of this Agreement. The Arbitrator shall have no authority to add to, subtract from, modify, ignore, or otherwise amend any term of this Agreement and Civil Service Rules and Regulations. The authority of the Arbitrator shall remain subject to and subordinate to the limitations and restrictions on subject matters and personal jurisdiction in the Civil Service Rules and Regulations.
- g. Employees who can give relevant and material testimony, which is not duplicative, shall be subject to subpoena by the Arbitrator.
- h. Except as provided in the Civil Service Rules and Regulations, the Arbitrator's ruling will be binding on both parties.

2. Expedited Arbitration.

- a. An expedited arbitration system shall be used for all appeals to arbitration that involve the involuntary separation of an employee from state employment.
- b. All provisions of section G1, above, shall apply to expedited arbitration unless modified herein. The Arbitrator selected shall be requested to hear the case within forty-five (45) calendar days of being assigned the case. By mutual written agreement, the parties may waive the forty-five (45) day time limit. Upon receipt of notice from the Arbitrator that the forty-five (45) day time limit cannot be met, the Office of the State Employer shall send a second request for arbitration to the next Arbitrator on the list.
- c. Briefs, if any, shall be filed simultaneously by the parties within fourteen (14) calendar days of the last day of the arbitration hearing.
- d. The decision of the Arbitrator shall be rendered within fourteen (14) calendar days of the closing of the record. By mutual agreement, the Arbitrator may issue a bench decision.

- e. Transcript costs, if any, shall be paid by the party requesting the transcript unless the parties agree to share the costs and have a copy prepared for each party by the reporter.
- G. In the event that management does not respond to a grievance within specified time limits, the grievance may be advanced to the next step. Failure of the Grievant or Union to comply with the specified time limits contained herein will automatically terminate the grievance and preclude further processing.
- H. Time limits may be extended only upon mutual written agreement of the parties. The parties may mutually agree to bypass any step of this procedure for the purpose of expediting the processing of any grievance.
- I. Only the Union may advance a grievance to arbitration. No individual unit employee or group of unit employees shall have the right to advance any grievance to arbitration without the express authorization of the Union.
- J. There shall be no grievance filed which alleges a fact situation substantially similar to that alleged in any unfair labor practice charge filed by the Union against the Employer.
- K. Exclusive Procedure. The grievance procedure contained herein shall be exclusive and shall replace any other grievance procedure for the adjustment of any disputes arising out of the administration of this Agreement for all grievances permitted under Civil Service Rules and Regulations. The grievance procedure set out above shall not be used for the adjustment of any dispute for which the Civil Service Rules or Regulations require the exclusive use of a Civil Service forum or procedure.
- L. Prohibition of "Self-Help". Unit employees will fully and faithfully perform the responsibilities of their position while pursuing redress of grievances, shall comply with all supervisory/administrative orders and/or instructions, and shall have no right to resort to "self-help" in lieu of filing and processing a grievance. The only exception to this provision shall be circumstances where compliance with a supervisory or other administrative instruction, direction, or order would, based on clearly objective criteria, immediately endanger the unit employee's health or physical safety, or where compliance would require the commission of immoral conduct or the violation of any statute.
- M. Grievance Preparation Time. Whenever possible, the Grievant and Union representative shall utilize non-work time to consult and prepare. Where such arrangement cannot be made, the Grievant and one (1) designated Union representative may utilize up to one-half (1/2) hour without loss of pay, for consultation and preparation immediately prior to any scheduled grievance meeting with management. Overtime is not authorized. The Employer is not obligated to compensate any unit employee for grievance processing outside of their regularly scheduled work hours.
- N. Grievance Committee Leave Bank. The Employer agrees to establish an administrative leave bank of two hundred (200) hours per calendar year to be used

by the Union Grievance Committee. The Committee members shall be designated to the Office of the State Employer annually. The bank shall be used for working on the resolution of grievances. The Committee member must submit a written request to his/her supervisor at least two (2) weeks in advance. The request shall indicate the number of hours being requested. When such notice cannot be given, the release of the Committee member shall be contingent upon the operational needs of the Department, but shall not unreasonably be denied.

- O. Grievance Leave Time. Unit employees who are required to participate in any grievance meeting with management, including arbitration, as Grievant or as required witnesses, shall be released from work without loss of pay for the period of time required to participate in such meeting, including travel time, during their regularly scheduled hours of employment. Upon completion of the unit employee's participation in the meeting, he/she shall return to his/her work site and resume normal assigned duties.
- P. Grievance Representation. Unit employees shall be limited in their right to grievance representation during Steps One and Two to a Union staff employee or a designated representative who is also a unit employee. This precludes the use of attorneys or any other individuals who do not satisfy the criteria contained herein. This shall not prevent the Union from retaining outside counsel or any other outside individual to represent a Grievant's claim in an arbitration hearing conducted pursuant to Step 3 of the grievance procedure.

Article 10

UNION RIGHTS

- A. Intra-Agency Mail. The Union will have the right to use the State's intra-agency mail distribution services for legitimate union business. The Union agrees that the intra-agency mail service will not be used for other purposes. No partisan political literature nor materials defamatory to the Employer or the State of Michigan shall be mailed through the intra-agency mail system.

- B. Bulletin Boards. The Employer agrees to furnish space and install bulletin boards of mutually-agreed size, shape, and composition, for exclusive use of the Union.
 - 1. The Union shall bear the full cost of purchasing the bulletin boards, and shall be responsible for their maintenance after installation.
 - 2. All posted materials shall be signed and dated by the Union Executive Director or designee, and shall relate only to the matters indicated below:
 - a. Union recreational/social affairs;
 - b. Union appointments;
 - c. Union election information;
 - d. Union meetings;
 - e. Rulings or policies of the Union;
 - f. Committee reports;
 - g. Copies of official communications to the Employer;
 - h. Union newsletter;
 - i. Any other material authorized by the Employer or designee and the Executive Director of the Union or designee.
 - 3. No partisan political literature nor materials defamatory to the Employer or the State of Michigan shall be posted.
 - 4. The bulletin boards shall be maintained by the President, Executive Director, or designee of the Union, and shall be for the sole and exclusive use of the Union.
 - 5. The Employer will notify the Union of any posted materials which violate provisions of this Article. The Union will immediately cause such materials to be removed.

- C. Use of State Buildings. The Union shall have the right to use State buildings and conference rooms for union meetings, subject to prior approval of the agency involved. Union meetings on State premises shall be governed by the Employer's

operational and security considerations and shall be confined to the approved locations.

- D. Time Off for Union Business. Upon written request and with prior approval of Management, properly designated Union representatives shall be allowed time off without pay for legitimate Union business.
- E. Annual Leave Buy-Back. A unit employee may elect to use annual leave credits, deferred hours, or compensatory time, to conduct Union business. Only the unit employee may purchase back from the State the total cost to the State of such credits subject to the following:
1. Unit employees shall be permitted annual leave, deferred hours, or compensatory time for absence from work for Union activity up to a maximum of their accrued credits.
 2. The unit employee may reimburse expended credits used in the previous calendar year by cash payment to the appropriate State authority.
 3. The parties agree that "buy back" will not take place more than four (4) times per year.
 4. The parties agree that the unit employee's other benefits will not be adversely affected by the implementation of this Article.
 5. Use of annual leave credits, deferred hours, or compensatory time is subject to the same approval requirements as for any other use of such time.
- F. Administrative Leave. The Employer agrees to permit, pursuant to the following conditions, the use of Employer-paid time for the conduct of Union business and for certain training functions:
1. Executive Officers, Directors and duly authorized Union employees may collectively use administrative leave from an administrative leave bank to conduct Union business or attend Union training. This administrative leave bank shall be calculated on the basis of one hour per employee of the bargaining unit on the payroll during the first full pay period of October in each year. Such Administrative Leave which is not used may be carried forward to other years to cover absences from regularly scheduled work activities authorized by this section. The Union shall designate to the Employer in writing the names of its Executive Officers, Directors and duly authorized Union employees entitled to utilize the hours in this administrative leave bank. Administrative leave will be granted only in blocks of one (1) or more hours, not to exceed forty (40) hours per employee in any pay period. The unit employee and the immediate supervisor(s) will mutually agree on the scheduling of this time so as to minimize the disruption of work schedules. In addition, the Union will normally make a written request for release of the unit employees seven (7) calendar days in advance. The Union will send the request to the Appointing Authority or designee and the Office of the State Employer. The request will include:

- a. Unit employee name;
 - b. Unit employee department;
 - c. Dates for release;
 - d. Number of bank hours to be used and,
 - e. Whether the leave is for Union business or training.
2. The Department may deny the request if operational needs preclude release. The Union may change the designation of the Executive Officers or Directors and duly authorized members by providing seven (7) days notice to the Office of State Employer.
 3. Up to 250 hours of the administrative leave bank will be available for stewards to use in order to represent bargaining unit employees from other departments during investigative interviews, disciplinary conferences and grievance meetings where no steward is authorized or designated within the employee's department or a steward from another department is located closer to the employee to be represented. There is no requirement for a written request for release from the union when a designated steward uses leave from the bank for this purpose. Requests for time will be made to the immediate supervisor with as much advance notice as possible and subject to approval based on operational needs. The time will be promptly reported to the department, the Office of the State Employer and the Union. In the event that the Employer or the Union raises concerns regarding this use of the administrative leave bank by stewards, the parties agree to meet to resolve the concerns.
- G. Stewards. The Union may designate up to twenty-one (21) stewards, with no more than 1% of the unit employees in any department so designated with the following exceptions that may be exercised by the Union, as long as the total does not exceed twenty-one (21) stewards: 1) Any department with bargaining unit employees may have a minimum of one (1) steward; 2) the 1% of the unit employees may be rounded up to the next whole number, and 3) the Department of Environmental Quality may have 1%, rounded up, plus one additional steward. Subject to operational needs, stewards are entitled to use time off without loss of pay to represent unit employees within their department during investigative interviews, disciplinary conferences, and grievance meetings with Management. Where no steward is authorized or designated within the department, or a steward from another department is located closer to the employee to be represented, the union may designate a steward from another department to represent the employee. In the sole discretion of the Union, the steward may be released on administrative leave in accordance with Section F.3 above, otherwise, the steward shall be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave.
- H. Access to Union Representatives. Employees shall have reasonable access to a union representative to consult about the rights and obligations provided for in this

agreement, but such access should be confined to the non-work time of the employee and the representative and, in any case, such discussions shall not be held in such a place or manner, or for a duration, so as to disrupt the operations of the Employer.

- I. Union Information Packet. The Employer agrees to furnish all new employees in the Scientific and Engineering Unit a packet of informational materials to be supplied to the Employer by the Union. The Employer retains the right to review the material supplied and to refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference or materials defamatory or detrimental to the Employer.
- J. Presentation. During a planned orientation of new Bargaining Unit employees, one Union representative and/or staff representative shall be given an opportunity to speak briefly about the Union and its rights and obligations as an exclusive representative. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or detrimental to the Employer shall be contained in the presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

The Union representative making the presentation shall be a designated Union representative at the work location premises at which the presentation is made.

- K. MIOSHA Inspection. Effective October 1, 1990, when the Michigan Department of Consumer & Industry Services (MIOSHA), or the United States Department of Labor (OSHA), inspects state facilities in which bargaining unit employees are employed, a Union representative shall be released from work without loss of pay to accompany the inspector in those parts of the facility where bargaining unit employees are employed. Release of the Union representative shall be consistent with the operational needs of the Employer.
- L. Job Interviews. Union employees are entitled to administrative leave, and reasonable travel time for job interview(s) conducted within an employee's current department. In the event the amount of administrative leave necessary for the job interview and reasonable travel time would exceed 8 hours, the amount of travel time considered reasonable will be predetermined by the Employer. Travel expenses are not authorized.

Article 11

SENIORITY

- A. Definition. Seniority shall be defined to mean a unit employee's total number of continuous service hours in the state classified service. Hours paid in excess of eighty (80) in a biweekly pay period shall not be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay, or layoff. For transfers or layoff and recall, the definition of seniority shall not include military service time earned prior to appointment to the state classified service, or service in any excepted or exempted position as provided for in Civil Service Rules dated May 1983, Sections 2-1 and 2-2 in state government which preceded entry into the state classified service, or service granted in accordance with Civil Service Rule 2-16, Assumptions.
- B. Annual Leave. If a unit employee leaves the state classified service and later is rehired, he/she shall accrue annual leave at the same rate as a new hire. However, once a rehired unit employee has been in continuous pay status for five (5) years, all previous state classified service time shall be credited for annual leave accrual.
- C. Military Service Time or Time in Excepted or Exempted Positions. Up to five (5) years of military service hours and/or time spent in any position specified in Civil Service Commission rules dated May 1983 earned prior to entry into the state classified service shall be counted as continuous service hours for determining eligibility for annual leave accruals and, for military service only, longevity pay.
- D. Break in Service. A unit employee's continuous service hours shall be broken and not bridged when the unit employee leaves state classified employment for reasons other than layoff, suspension, lost time, or approved leave of absence. A unit employee who leaves the state classified service because of layoff, suspension, lost time, or approved leave of absence shall have continuous service hours bridged for the time of such absence but only for a period of absence up to five (5) years. A break in service is any period of continuous absence, for one of the reasons cited in this paragraph, of more than five (5) years.
- E. Seniority Ties. Ties in seniority shall first be resolved by considering the total continuous service hours in the unit employee's current class series. Ties which cannot be resolved on this basis shall be resolved by considering the total continuous service hours served at the current level. If ties still remain, they shall be resolved by adding the last four (4) digits of the unit employee's identification number, with the lowest sum indicating the greatest seniority.
- F. Seniority Lists. Seniority lists, utilizing the definition of seniority contained in paragraph A above, shall be prepared at the end of the first pay period in October and at the end of the first pay period in April showing the continuous service hours of all unit employees in a department on the payroll on the preparation date. An electronic copy of the seniority list shall be provided to the Union.

1. The list prepared in October shall be in effect from November 15 through May 14; the list prepared in April shall be in effect from May 15 through November 14.
 2. Each unit employee's seniority for each of the six (6) months periods shall be that which is indicated on the appropriate list.
 3. Unit employees shall notify the Appointing Authority of any error in such seniority list within fifteen (15) days of the date unit employees are notified that the list is electronically available for review. If no error is reported within the fifteen (15) days, the list will stand as prepared and shall thereupon become effective. Any error reported shall be corrected promptly; however, errors reported more than fifteen (15) days after the list is made available for review shall not be effective until the next seniority list is prepared.
 4. When a layoff is being implemented, the Appointing Authority shall update such seniority lists no more than six (6) weeks prior to the effective date of the layoff. The updated list shall be used to determine the layoff and bumping rights of unit employees scheduled for layoff.
- G. Probationary Employees. Initial probationary unit employees shall not be granted, and shall not exercise, any seniority rights. Upon successful completion of the initial probationary period (2,080 Hours), such unit employees shall receive credit for the hours accumulated during the probationary period.
- H. MDOT Civil Engineer and Construction Tech Co-op. After three consecutive years of service in a Scientific and Engineering Bargaining Unit position within MDOT, a unit employee who had previous employment in the MDOT Civil Engineer and Construction Technician Co-op Program, shall have that time credited as continuous service hours for purposes of longevity and annual leave accruals only. The employee must have been classified as a Construction Aide and must self-identify within 90 days of CSC approval of this Agreement or within 90 days of meeting the three year eligibility requirement.
- I. Superseniority. Superseniority protection from layoff and bumping shall be granted for a total of thirty (30) unit employees who must be members of either the Union's elected Executive Officers, the negotiating team or stewards duly designated by the Union. In no event shall more than twelve (12) unit employees in any one Department be granted superseniority.
1. Under no circumstances shall a steward, Executive Officer or negotiating team member be entitled to layoff protection unless the Union has provided the departmental Employer with written notice of superseniority status at least thirty (30) days prior to the issuance of a layoff notice.

Such superseniority protection shall exist only while the affected unit employee actually holds such office.

Article 12

LAYOFF AND RECALL

- A. The Union recognizes the exclusive right of the Employer to lay off Bargaining Unit employees for such reasons as lack of funds, lack of work, administrative efficiency, including the right to determine the positions to be abolished or to remain vacant, the extent, effective date and length of such layoffs.
1. An Executive Order reducing Departmental spending and/or wage and salary appropriations, shall be conclusive as to the Employer's right to layoff unit employees.
 2. Instructions by the State Budget Director to Departments and Agencies to reduce spending in preparation for lapses of spending authorizations necessary to balance the state's budget shall be treated, for purposes of this Article and Agreement, as conclusive as to the Employer's right to layoff unit employees.
 3. Nothing in this Article or Agreement shall preclude the parties from mutually agreeing to any other alternative(s) to indefinite layoffs of unit employees. Paragraph P of this Article contains an alternative to indefinite layoff which may be invoked by the Employer.
 4. No Arbitrator may attach any conditions to the use of indefinite layoffs or options provided herein which are not expressly provided in the language of this Article.
- B. Definition. "Layoff from employment" shall be the term applied to a unit employee who is out of a job by virtue of being laid off or bumped, and who has exhausted or has no bumping rights.
- C. Layoff, bumping and recall of unit employees shall be exclusively governed by the procedures set forth in this Article and this Agreement. However, such procedures shall not apply to temporary layoffs, which shall be governed in accordance with the Section so entitled.
- D. Limited Term Employee. The expiration of a limited term appointment shall not be considered a layoff for purposes of this Article. A unit employee with status acquired in a limited term appointment, and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department and in the same class as that from which the unit employee was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a layoff list. This subsection shall not apply in the case of a continuing state unit employee who accepted an appointment to a limited term position at any level; in this situation the employee may exercise employment preference at the end of the limited-term appointment. Employment preference begins at the last classification level at which the employee achieved status in an indefinite appointment before accepting the limited-term appointment. Employment preference may be exercised only within the principal

department or autonomous agency that appointed the employee to the limited term appointment.

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

- E. Notice to the Union. The Employer will, when indefinite or temporary layoffs are being planned, inform the Union as soon as practicable and, upon written request, discuss the impact of such layoff on unit employees.
1. The Employer shall furnish the Union written notice of the name, class title, current assignment location, and seniority of unit employees holding positions scheduled for abolishment.
 2. It is recognized that unit employee choices and ultimate bumping rights preclude the Employer from providing information beyond what is required herein.
 3. When a reduction in force is implemented, the Union shall be entitled to request and receive a copy of all bumping and layoff notices that are sent to affected Bargaining Unit employees.
- F. List to the Union. When layoffs and bumping are completed the Union shall be entitled to request and receive a completed list of bumps and layoffs from employment.
- G. Voluntary Layoffs. When the Employer elects to reduce the work force, unit employees within the affected classifications and layoff unit may request, in writing, preferential and layoff out of line seniority. Such voluntary layoff shall be for at least ninety (90) days. After this period, the laid-off unit employee's name shall be placed on recall lists in accordance with the provisions of this Article.
- H. General Layoff Provisions. The Employer, in its sole discretion, shall determine those positions which are to be abolished or remain vacant. Layoff units and bumping procedures shall be defined for all bargaining unit positions within a Department/Agency as described in this Article.
1. Definition. Seniority for purposes of layoff, bumping, and recall shall be as defined in Article 11, paragraph A.
 2. Excluded Employees. Excluded managerial, supervisory, confidential and eligible non-exclusively represented employees as defined by the Civil Service Rules and Regulations shall be permitted to bump back into the Bargaining Unit under procedures outlined in this Article. Seniority of excluded managerial, supervisory, confidential and eligible non-exclusively represented employees for purposes of bumping into the Bargaining Unit shall be computed as follows:
 - a. For bumping purposes, all excluded managerial, supervisory, confidential and eligible non-exclusively represented employees who moved from the rank and file of this Bargaining Unit to an excluded managerial, supervisory,

confidential and eligible non-exclusively represented position prior to November 4, 1982 shall retain all continuous service hours for purposes of seniority earned up to November 4, 1982 plus not more than one thousand forty (1040) hours earned in such excluded managerial, supervisory, confidential and eligible non-exclusively represented position subsequent to November 4, 1982.

- b. For bumping purposes, all excluded managerial, supervisory, confidential and eligible non-exclusively represented employees who move from the rank and file of this Bargaining Unit to an excluded managerial, supervisory, confidential and eligible non-exclusively represented position after November 4, 1982 shall retain all continuous service hours for purposes of seniority earned up to the effective date of such appointment and thereafter up to 1040 hours earned in such excluded managerial, supervisory, confidential and eligible non-exclusively represented position.
 - c. Seniority of unit employees who have earned time in an excluded managerial, supervisory, confidential and eligible non-exclusively represented position but are in the Bargaining Unit at the time of layoff shall be limited to their time in the Bargaining Unit.
 - d. Excluded managerial, supervisory, confidential and eligible non-exclusively represented employees who have bumping rights into the Bargaining Unit shall exercise bumping rights in the same manner as unit employees. Specifically, an excluded managerial, supervisory, confidential and eligible non-exclusively represented employee shall be permitted to bump to a lower level in a class series if such employee has attained Civil Service status in a higher level in that class series.
 - e. Excluded managerial, supervisory, confidential and eligible non-exclusively represented employees who bump into the Bargaining Unit, are subsequently promoted to an excluded managerial, supervisory, confidential and eligible non-exclusively represented position and then are again affected by a reduction in force which will result in their bumping back into the Bargaining Unit shall have their seniority calculated as the total continuous service hours up to the most recent date such excluded managerial, supervisory, confidential and eligible non-exclusively represented employee moved to the excluded managerial, supervisory, confidential and eligible non-exclusively represented position plus not more than one thousand forty (1040) hours earned in the most recent appointment to such excluded managerial, supervisory, confidential and eligible non-exclusively represented position.
3. Out of Line Seniority. The Employer may lay off and recall out-of-line seniority (1) because of Department of Civil Service approved Selective Certification or (2) to maintain a Department/Agency affirmative action program which is currently in effect and approved by the Employer in accordance with directives or orders of the Governor, is in accordance with applicable law, and has been approved in advance by the state personnel director.

4. Under no circumstances will unit employees have bumping rights into any other bargaining unit unless specifically so provided by a reciprocal agreement with the exclusive representative. There shall be no bumping into the bargaining unit except as provided herein.
5. The Employer shall make every effort to hire qualified laid-off unit employees for vacancies which the Employer intends to fill prior to filling a vacancy with a candidate from outside of the department subject to the following provisions:
 - a. Laid-off unit employees must receive a qualification review from the Civil Service Commission staff to determine which position(s) they qualify for;
 - b. Laid-off unit employees must respond to a vacancy posting for which they qualify and notify the department of their laid-off status and proof of qualification review;
 - c. Such unit employee must not be working in another position in the bargaining unit;
 - d. Such unit employee must be willing to accept an appointment at the available location;
 - e. This procedure shall only be utilized in those cases where there are no recall lists for a particular class and level and no qualified candidate is available through the State of Michigan hiring priority initiative dated June 30, 2004.
6. Probationary employees. Initial probationary unit employees shall not be granted, and shall not exercise any seniority rights. Upon successful completion of the initial probationary period (2,080 hours), such unit employees shall receive credit for the hours accumulated during the probationary period.
7. No permanent employee shall be laid off until all bargaining unit Limited Term appointments in the same classification and affected division/program/funding source, and all bargaining unit non-career appointments in the affected division/program/funding source are terminated.
8. Reassignments to avoid layoffs. If the employer plans to reassign bargaining unit employees to avoid the necessity of layoffs, at least ten days prior to any such reassignments, the employer shall publish a list of positions within the affected division(s) into which employees will be reassigned for the review of the affected employees. A copy of the list will be sent to the union within three days of publication. Interested affected bargaining unit employees in the affected division shall have five days to submit their names for consideration. The employer will take any responses into consideration if such reassignments take place.
- I. Layoff and Bumping Procedure. When the Employer determines there is to be a layoff, the Employer shall first identify those positions within a Layoff Unit which are to be abolished or remain vacant. The Departmental/Agency Employer will then construct any resulting bumping chain(s) in accordance with Section I(5) of this

article. If an employee chooses to accept layoff rather than exercise bumping rights, the remainder of the affected bumping chain will not be implemented; however, the Departmental/Agency Employer shall not be required to recalculate any bumping chain(s).

1. Definition of Least Senior. For purposes of this Article, the least senior position is defined as either a vacant position which the Employer intends to fill; or in the absence of such vacancy, the position occupied by the least senior unit employee.
2. Notice to Employees. Unit employees occupying positions to be abolished or bumped shall be given written notice of layoff or bump not less than ten (10) days prior to the effective date of layoff or bump. The unit employee noticed for layoff or bump shall, within five (5) days of receipt of notification, inform the Departmental/Agency Employer in writing of his/her irrevocable decision to accept layoff or exercise bumping rights in accordance with Sections I.3.-5. of this Article. The Departmental/Agency Employer shall thereafter complete the bumping process. This provision also applies to unit employees occupying seasonal positions to be abolished when the position was of an indefinite duration.
3. Departmental Layoff Units.
 - a. Department of Agriculture and Rural Development: County.
 - b. Department of Health and Human Services: Agency except for Central Office Agency which shall be one layoff unit, and shall have the layoff subunit of the Martin Luther King Boulevard complex laboratory. (See Appendix E-3)
 - c. Department of Licensing and Regulatory Affairs: County. Ingham, Eaton, Clinton counties shall be considered one county. Wayne, Oakland, Macomb counties shall be considered one county.
 - d. Department of Corrections:
 - (1) Corrections Facility Administration - All buildings of an institution which constitute a facility.
 - (2) Field Operations Administration - All buildings within a county.
 - e. Department of Environmental Quality: District (See Appendix F)
 - f.. Department of Technology, Management and Budget: County except that Ingham and Eaton Counties shall be one Layoff Unit.
 - g. Department of Military and Veterans Affairs:
 - (1) Zone 1 - Area of the state north of a line between Bay City and Shelby (M-20) to include the Upper Peninsula.

- (2) Zone 2 - Area of the state south of a line between Bay City and Shelby (M-20).
 - h. Department of Natural Resources: District (See Appendix F)
 - i. Department of State: By county by organizational unit as follows:
 - (1) Office of the Secretary of State
 - (2) Office of Hearings and Legislation
 - (3) Office of Driver and Vehicle Administration
 - (4) Bureau of Automotive Regulation
 - (5) Bureau of Department Services
 - (6) Bureau of State Services
 - j. Department of State Police: County, except for Ingham and Eaton counties shall be one Layoff Unit, and the combined Wayne, Oakland and Macomb Counties shall be one Layoff Unit.
 - k. Department of Transportation:
 - (1) Subunit - A division within a bureau within a layoff unit.
 - (2) Layoff Unit - Region, except for Lansing which includes the Secondary Complex and the Bureau of Aeronautics which shall be one layoff unit.
 - l. Department of Treasury: Statewide
4. General Conditions. The following general conditions shall apply to layoffs in all Departments/Agencies of the Employer:
- a. Unit employees exercising bumping rights must meet the requirements of Section H.3.
 - b. Level is defined as the position comparison equivalent level as determined by the Civil Service Commission.
 - c. A unit employee who has exhausted all his/her bumping rights and does not have sufficient seniority to retain a position, shall be laid off.
 - d. The provisions for bumping shall not permit a unit employee to bump to a higher level unless specifically provided for otherwise in Section D of this Article.
 - e. As a result of bumping downward a unit employee shall not earn more than the maximum rate of the lower class bumped into or more than the rate previously earned in a higher class from which the unit employee bumped. When a unit employee bumps downward, he/she shall be paid at the step in

the lower pay range which is the nearest to his/her previous pay without a pay increase.

- f. For purposes of Article 12, a unit employee shall be considered to be eligible to bump if he/she has completed the initial probationary period (2,080 hours) and 1040 hours in a class and level; and will be deemed eligible to bump to lower levels within the same class series. When the unit employee is in a Specialist classification, the unit employee is also deemed eligible to bump into the corresponding lower level class series, e.g., an Environmental Quality Specialist 13 is eligible to bump into the Environmental Quality Analyst class series. In addition, a unit employee who has served satisfactorily in another class shall be considered eligible to bump in that previous class and level as well as successively lower levels in that class series.
 - g. Positions in a class series which contain automatic level changes shall be considered to be in the same class and level.
5. Bumping Sequence by Department. These provisions shall apply to all unit employees in all Departments. A unit employee shall have the right to bump into a former class series in a layoff unit at or below any level in which the unit employees had satisfactorily completed 1040 hours. The unit employee may exercise this right if he/she cannot bump down into a least senior position in the current class series or if, when bumping into a former class series he/she would receive a higher rate of pay than he/she would receive if such rights were not exercised. If a bump to a former class series within the layoff unit is not possible, a unit employee shall be able to exercise such right statewide in those departments where statewide bumping is an option in accordance with the bumping sequences specified in this Section 3.

When constructing bumping sequences, the Employer will begin with the employee with the highest seniority whose position is scheduled to be abolished.

a. Department of Agriculture and Rural Development:

- (1) A unit employee shall bump into the least senior position in his/her current class-level within the layoff unit.
- (2) If (1) is unavailable, a unit employee shall have the option of bumping to the least senior position within his/her current class and level in any contiguous county or bumping into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (3) If (1) and (2) are unavailable, a unit employee shall have the option of bumping to the least senior position within his/her current class and level statewide or bumping into the least senior position at successively lower levels within his/her current class series within any contiguous county.

(4) If (1), (2) and (3) are unavailable, a unit employee shall bump to the least senior position at successively lower levels within his/her current class series statewide.

b. Department of Health and Human Services:

(1) A unit employee shall bump to the least senior position in his/her current class/level within the layoff unit.

(i) A unit employee in the central office layoff unit shall bump into the least senior position in his/her current class and level within the subunit.

(ii) If (i) is unavailable, a unit employee within the central office layoff unit shall bump into the least senior position at successively lower levels within his/her current class series within the layoff subunit.

(iii) If (ii) is unavailable, a unit employee within the central office layoff unit shall have the option of bumping into the least senior position within his/her current class and level in the other layoff subunit.

(iv) If (iii) is unavailable, a unit employee within the central office layoff unit, shall bump into the least senior position, within his/her current class series at successively lower levels in the other layoff subunit.

(2) If (1) is unavailable, a unit employee shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(3) There is no bumping beyond the layoff unit.

c. Department of Licensing and Regulatory Affairs:

(1) For purposes of this section, employment types shall be:

Permanent full time

Permanent less than full time

Employees currently in permanent less than full time positions begin the bumping sequence at step 1. Employees currently in permanent full-time positions begin the bumping sequence at step 3.

Employees shall bump into the least senior position in their classification beginning with the layoff unit in the following successive order:

Step	Employment type	Level	Geographic area
1	Less than full time	Current level	Layoff unit
2	Less than full time	Successively lower levels	Layoff unit

3	Full time	Current level	Layoff unit
4	Full time	Successively lower levels	Layoff unit
5	Full time	Current level	Statewide
6	Full time	Successively lower levels	Statewide
7	Less than full time	Current level	Layoff unit
8	Less than full time	Successively lower levels	Layoff unit

The employer is under no obligation to change the employment type of a position bumped into by the employee of a different employment type.

For example, if an employee with a job share employment type bumps into a full time position, the employer is under no obligation to change the full time position to job share.

d. Department of Corrections:

- (1) A unit employee shall bump into the least senior position in his/her current class and level within the layoff unit.
- (2) If (1) is unavailable, a unit employee shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (3) If (2) is unavailable, a unit employee shall bump into the least senior position in his/her current class and level, and thereafter, successively lower levels statewide.

e. Department of Environmental Quality:

- (1) For purposes of this section, employment types shall be:
 - (i) permanent full time
 - (ii) permanent less than full time
- (2) Geographic bumping tiers for unit employees in the DEQ shall occur in the following successive order:
 - district-wide
 - region-wide
 - state-wide

For the purposes of layoff and bumping only, the regions are designated by the following DEQ districts as shown on the district map:

- Region 1 - Upper Peninsula District
- Region 2 - Cadillac, Saginaw Bay Districts

Region 3 - Grand Rapids, Kalamazoo, Lansing, Southeast Michigan, Jackson Districts.

Employees currently in permanent less than full time positions begin the following bumping sequence at step 1. Employees currently in permanent full-time positions begin the following bumping sequence at step 3.

Employees shall bump into the least senior position in their classification beginning with the layoff unit in the following successive order:

Step	Level	Employment Type	Geographic
1	Current Level	Less than Full Time	Layoff Unit
2	Successively Lower Levels	Less than Full Time	Layoff Unit
3	Current Level	Full Time	Layoff Unit
4	Successively Lower Levels	Full Time	Layoff Unit
5	Current Level	Full Time	Region Wide
6	Successively Lower Levels	Full Time	Region Wide
7	Current Level	Full Time	State Wide
8	Successively Lower Levels	Full Time	State Wide
9	Current Level	Less than Full Time	Layoff Unit
10	Successively Lower Levels	Less than Full Time	Layoff Unit

The employer is under no obligation to change the employment type of a position bumped into by the employee of a different employment type.

For example, if an employee with a job share employment type bumps into a full time position, the employer is under no obligation to change the full time position to job share.

f. Department of Technology, Management and Budget:

- (1) A unit employee shall bump into the least senior position in his/her current class and level within the layoff unit.
- (2) If (1) is unavailable, a unit employee shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(3) If (2) is unavailable, a unit employee shall bump into the least senior position in his/her current class and level, and thereafter, successively lower levels statewide.

g. Department of Military and Veterans Affairs:

(1) A unit employee shall bump to the least senior position in his/her current class/level within the layoff unit.

(2) If (1) is unavailable, a unit employee shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(3) There is no bumping beyond the layoff unit.

h. Department of Natural Resources: [see Appendix F]

(1) For purposes of this section, employment types shall be:

- a. permanent full time
- b. permanent less than full time

(2) Geographic bumping tiers for unit employees in the DNR shall occur in the following successive order:

- a. district-wide
- b. region-wide
- c. state-wide

Employees currently in permanent less than full time positions begin the following bumping sequence at Step 1. Employees currently in permanent full-time positions begin the following bumping sequence at Step 3.

Employees shall bump into the least senior position in their classification beginning with the layoff unit in the following successive order:

Step	Level	Employment Type	Geographic
1	Current Level	Less than Full Time	Layoff Unit
2	Successively Lower Levels	Less than Full Time	Layoff Unit
3	Current Level	Full Time	Layoff Unit
4	Successively Lower Levels	Full Time	Layoff Unit
5	Current Level	Full Time	Region Wide

6	Successively Lower Levels	Full Time	Region Wide
7	Current Level	Full Time	State Wide
8	Successively Lower Levels	Full Time	State Wide
9	Current Level	Less than Full Time	Layoff Unit
10	Successively Lower Levels	Less than Full Time	Layoff Unit

The employer is under no obligation to change the employment type of a position bumped into by the employee of a different employment type.

For example, if an employee with a job share employment type bumps into a full time position, the employer is under no obligation to change the full time position to job share.

i. Department of State:

- (1) A unit employee shall bump into the least senior position in his/her current class-level within the layoff unit.
- (2) If (1) is unavailable, a unit employee shall have the option of bumping to the least senior position within his/her current class and level statewide or bumping into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (3) If (1) and (2) are unavailable, a unit employee shall bump to the least senior position at successively lower levels within his/her current class series statewide.

j. Department of State Police:

- (1) A unit employee shall bump into the least senior position in his/her current class/level within the Layoff Unit. In addition, when there is more than one work unit within the layoff unit, the employee may also have the same bumping option within his/her work unit.
- (2) If (1) is unavailable, the unit employee shall have the option of bumping to the least senior position within his/her current class and level statewide or bumping into a least senior position at successively lower levels within his/her current class series within the layoff unit. In addition, when there is more than one work unit within the layoff unit, the unit employee may also have the same bumping option within his/her work unit.
- (3) If (2) is unavailable, the unit employee shall have the option of bumping into a least senior position at successively lower levels within his/her current class series statewide.

Work unit is defined as a facility or building or a group of offices within a building to which bargaining unit employees regularly report for work.

The parties agree that where a position requires court testimony as an expert witness as an element of the job, the unit employee must possess the education, experience and training to be recognized by a court as an expert witness in the specialty area of the position.

k. Department of Transportation:

- (1) A unit employee shall bump into the least senior position in his/her current class and level within the subunit.
- (2) If (1) is unavailable, a unit employee shall bump into the least senior position in his/her current class and level within the layoff unit.
- (3) If (1) and (2) are unavailable, a unit employee shall have the option of bumping into the least senior position within his/her current class and level statewide or bumping into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (4) If (3) is unavailable a unit employee shall bump into the least senior position, within his/her current class series at successively lower levels statewide.

l. Department of Treasury:

- (1) A unit employee shall bump into the least senior position in his/her current class and level statewide.
- (2) If (1) is unavailable, a unit employee shall bump into the least senior position, within his/her current class series at successively lower levels statewide.

J. Recall Lists: Definitions. For purposes of this Article the following definitions apply:

1. The Primary Class is the class and level from which a unit employee is initially laid off or bumped.
2. The Secondary Class is a class and level in the Bargaining Unit, other than the primary class, in which the unit employee has achieved Civil Service status or has satisfactorily completed the required probationary period (2,080 hours), and any lower level class in that class series.
3. A Layoff Unit Recall List is a list of each layoff unit, by class and level, of each unit employee who has been laid off or bumped from a position in that Layoff Unit, and for which he/she is eligible under subsections 1 and 2 hereinabove, and has requested recall to such class and level.
4. A Departmental Recall List is a list by class and level, and by Layoff Unit of each unit employee who has been laid off or bumped from a position in that

Department, and for which he/she is eligible under subsections 1 and 2 hereinabove and has requested recall to such class, level, and layoff unit.

5. A Statewide Recall List is a list by class and level, and by county of each unit employee who has been laid off or bumped from a position in the state classified service, and for which he/she is both eligible under subsections 1 and 2 hereinabove and has requested recall to such class, level, and county.

K. Construction of Lists.

1. Primary Class. Each unit employee who is laid off from state employment, or who bumps to a lower level within his/her class series, or to a former class series, shall have the right to have his/her name placed upon the Layoff Unit Recall List for the class and level from which he/she has been laid off or bumped (Primary Class). [See Appendix E for Recall Request Forms.]
2. Secondary Class. In addition, such unit employee shall have the right, upon written request to his/her Appointing Authority, to have his/her name placed upon the Layoff Unit Recall List for a Secondary Class, if eligible.
3. Departmental Recall List. Such unit employee shall also have the right, upon written request as above, to have his/her name placed on the Departmental Recall List for the Primary and Secondary Classes for which he/she is eligible, for each Layoff Unit in the Department at which he/she will accept recall.
4. Statewide Recall List. Such unit employee upon written request to his/her Appointing Authority as provided above, shall have the right to have his/her name placed on the Statewide Recall List for the Primary and Secondary Class for which he/she is eligible, for each county to which recall would be accepted.
5. Addition/Deletion. A unit employee may add or delete his/her name from any Recall List without penalty at any time prior to being recalled, by giving written notice of such request to his/her Appointing Authority. Similarly, without penalty, a unit employee may also add or delete a Layoff Unit or county to which he/she had requested recall prior to being recalled.

L. Recall from Layoff. The provisions of this Section shall be applied subject to the exceptions listed in Section H(3) above of this Article. Notice of recall shall be sent to the unit employee at his/her last known address by registered or certified mail.

1. The Employer shall recall the most senior unit employee who is on the Layoff Unit Recall List for such classification and level prior to filling a vacancy with a candidate from outside of the department.
2. If no unit employee is on such layoff unit recall list, the Employer shall recall the most senior unit employee from the Departmental Recall List for the class and level who has designated the Layoff Unit in which the vacancy exists as one to which he/she will accept recall.

3. If no unit employee is on such Departmental Recall List, the Employer shall recall one (1) of the three (3) most senior unit employees from the Statewide Recall List for the class and level who have designated the county in which the vacancy exists as one to which he/she will accept recall.
 4. The unit employee's right to recall shall exist for a period of up to five (5) years from the date of layoff.
 5. Forensic Scientist 12 positions in the Department of State Police require court testimony as an expert witness as an element of the job. The unit employee must possess the education, experience and training to be recognized by a court as an expert witness in the specialty area of the position.
- M. Removal of Name From Recall Lists. If a unit employee fails to respond within ten (10) calendar days from the date of mailing of the recall notice his/her name shall be removed from recall lists. In addition, his/her name shall be removed from recall lists as provided below:
1. A unit employee who refuses recall to employment in his/her Layoff Unit in his/her Primary Class shall be removed from all recall lists as a voluntary resignation.
 2. A unit employee who accepts recall to employment in his/her Layoff Unit and his/her Primary Class shall be removed from all recall lists.
 3. A unit employee who refuses or accepts recall to a Secondary Class on the Layoff Unit recall list shall be removed from all lists for such Secondary Class.
 4. A unit employee who refuses or accepts recall to a Primary or Secondary Class on a Departmental Recall List shall be removed from the list(s) for such class except at the Layoff Unit from which he/she was laid off.
 5. A unit employee who refuses or accepts recall to a Primary or Secondary Class on a Statewide Recall List shall be removed from such list.
 6. In the event a recall notice as provided in Section L above is returned to the Employer as not received or as refused by the unit employee, that unit employee shall be deemed to have refused to accept recall.
 7. A unit employee who failed to respond to a recall notice and who subsequently was removed from recall lists, may, within thirty (30) calendar days of such removal, request reinstatement on all appropriate recall lists in writing. After establishment of valid reasons for the failure to respond, the unit employee shall be reinstated on all appropriate recall lists, but shall have only future recall rights.
- N. Temporary Recall. In accordance with the provisions of this Article, unit employees may designate agreement in writing to be recalled by Department/Agency Layoff Unit on a temporary basis when laid off. Temporary recall shall also be on the basis of seniority. A unit employee who fails or refuses to accept temporary recall to a layoff unit previously designated shall be removed from that list. Removal from a

Temporary Recall List shall be effected when a unit employee refuses temporary recall, but shall not affect the unit employee's place on a Permanent Recall List.

- O. Layoff and Recall Information to the Union. The departmental Employer agrees to provide copies of relevant portions of seniority lists which the Employer uses to complete the layoff process. The departmental Employer further agrees to provide to the Union, upon written request, copies of any recall list(s) which were used to recall unit employees.
- P. Temporary Layoffs. Application of temporary layoffs. Temporary layoff may be invoked by the Employer under paragraph A above.
 - 1. Application.
 - a. Temporary layoff shall not exceed six (6) days per fiscal year.
 - b. Unit employees shall be laid off by inverse seniority order within the affected layoff unit(s) or; in a circumstance where not all work sites in a layoff unit are involved, by inverse seniority order within the work site; however, where the Employer determines to temporarily lay off all of the unit employees in a Layoff Unit, it may do so provided that:
 - (1) The cumulative period does not exceed six (6) days per Fiscal Year; and
 - (2) All unit employees in the Layoff Unit shall be laid off in approximately equal numbers for an equal number of days.
 - c. Waiver. A unit employee who is temporarily laid off shall not be entitled to any leave balance payoffs, to bump to any other position, nor to be placed on any recall list or be recalled to any position other than the one from which the unit employee was temporarily laid off. The maximum advance notice possible under the circumstances shall be provided.
 - d. The Employer will continue to pay its share of the premium for group insurance programs for any unit employee placed on temporary layoff, provided the unit employee prepays his/her share of the premium. Accumulated annual leave and sick leave balances will be frozen during the period of the temporary layoff.
 - 2. Seniority. An employee who is temporarily laid off pursuant to this Section will not lose continuous service hours for purposes of seniority and fringe benefit accrual. A temporarily laid off employee will not be paid.
 - 3. Notice Requirements. The parties agree that notwithstanding the notice requirements contained in Article 12, the temporary layoff notice requirements are as follows:
 - a. Notice to the Union. The Employer will give the Union at least (14) calendar days written notice of the date or dates on which the Employer plans to implement temporary layoffs of all or some bargaining unit employees.

- b. Notice to Employees. The Department or Agency will give written notice to the employees to be laid off at least fourteen (14) calendar days before the first day of layoff. The Department or Agency will give the Union concurrent notice of employee names and, to the extent feasible, work location.
- c. Exempted Work Location Notice. If a work location is completely exempted from temporary layoff, the Department or Agency will post a notice so stating at least seven (7) calendar days before the first day of layoff.

Q. Benefit Continuation During Layoff.

- 1. Unit employees laid off as a result of a reduction in force may elect to prepay their share of premiums for medical, dental, vision and life insurance for two (2) additional pay periods after layoff by having such premiums deducted from their final pay checks. The State will pay the state's share of the premium for medical, dental, vision and life insurance for these two (2) pay periods for unit employees electing this option. Election of this option shall not affect the laid off unit employee's eligibility for health and life insurance coverage for twelve (12) months subsequent to layoff by directly paying the entire premium, as per current practice for the remaining eleven (11) months of the one (1) year period.
- 2. Unit employees who are laid off, at the time of layoff, may elect to continue enrollment in the Group Basic and Major Medical Plan (or alternative plan) by paying the full amount (100%) of the premium. Such enrollment may continue until the unit employee is recalled or for a period of three (3) years, whichever occurs first. Such unit employees may also elect to continue enrollment in the Group Dental and/or Group Vision plans by paying the full amount (100%) of the premium. Such enrollment may continue until the unit employee is recalled or for a period of eighteen (18) months, whichever occurs first. In accordance with paragraph 1 of this Section, the Employer shall pay the Employer's share of such premiums for two (2) pay periods for unit employees selecting these options.

R. Annual Leave.

- 1. Laid off unit employees who are rehired from layoff to a permanent position in a different Department/Agency may elect to buy back up to eighty (80) hours of accrued annual leave which had been paid off. Unit employees recalled to the Department/Agency from which they were laid off may elect to buy back any portion of annual leave up to the amount paid off. Unit employees electing this option shall buy back annual leave at the returning rate of pay. Such payment shall be made to the Department/Agency making the original payoff. Such option may be exercised only once per recall, and must be exercised during the first thirteen (13) pay periods of the recall/rehire.
- 2. A unit employee separated by reason of layoff may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the unit employee elects to be paid off for the balance or until the unit

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employee's recall rights expire, whichever occurs first. Payoff shall be at the unit employee's last rate of pay.

Article 13

TRANSFER

A. Definitions.

1. Transfer. A change of assignment of a unit employee at the unit employee's request or initiative.
2. Assignment. The particular position at or from a particular work location (or work site) as determined by the Employer.
3. Reassignment. A permanent change of a unit employee's assignment made by the Appointing Authority at the Appointing Authority's initiative. In the event a unit employee is reassigned and refuses reassignment, they are permitted to place their name on a recall for the county from which they were reassigned.
4. Vacancy. A permanent position which the Appointing Authority is seeking to fill. A position from which a unit employee has been laid off is not a vacancy.

B. Right of Assignment. The Appointing Authority shall have the right and responsibility to assign and reassign unit employees in accordance with departmental needs.

C. Transfer. In order to enable unit employees to be considered for vacancies the Appointing Authority intends to fill, the Appointing Authority shall establish vacancy transfer lists in accordance with the provisions specified below.

1. Transfer List. Unit employees shall be entitled to have their names placed on the vacancy transfer list. Such written requests may be submitted to the appropriate Human Resource Office on a continuing basis. Requests received by the 20th of a month shall become effective on the 1st of the following month. All such requests must be made in accordance with departmental procedures. The list compiled as a result of the requests received shall expire at the end of the calendar year.
2. Transfer lists shall be maintained by county or division within a county, if applicable. Unit employees may make themselves available for transfer to up to five (5) counties, and may include a different division within the county in which they currently work. If a unit employee declines a transfer to a county which he/she has requested after being interviewed for a position, the Appointing Authority may remove such unit employee from the transfer list for that county. A unit employee may at any time remove his/her name from a transfer list by written notice to the Appointing Authority.
3. When the Appointing Authority intends to fill a permanent vacancy, it is agreed that the Employer will select one of the three most senior journey level members from the transfer list to fill the initial vacancy. An initial vacancy is defined as a newly established position or a vacant position where the prior incumbent was separated or promoted. If less than three names appear on the list then the

Employer may supplement the list. If less than three names appear on the transfer list, then those remaining employees will be guaranteed an interview. If more than three names appear on the transfer list and one or more employee(s) voluntarily removes his/her name from consideration, or is not considered as provided in Section C(4) below, the Employer will select one of the three most senior journey level members remaining on the list. This process is only for vacancies at the journey level, with the exception of the Departments listed and set forth below, and only refers to the initial vacancy. The parties agree that in the Department of State Police this process is only for vacancies at the 12 level.

In the Department of State Police, the parties further agree that where a position requires court testimony as an expert witness as an element of the job, the unit employee must possess the education, experience and training to be recognized by a court as an expert witness in the specialty area of the position.

In the Department of Agriculture and Rural Development the parties agree that this process is also available for employees at the 12 level to transfer to a 12 level vacancy in the same classification, in the same program and in the same division of the department.

In the Department of Health and Human Services, the parties agree that this process is also available for Pharmacists at the 12 level to transfer to a vacancy at the 12 level in the same department.

In the Department of Corrections, the parties agree that this process is also available for Pharmacists at the 12 level to transfer to a vacancy at the 12 level in the same department.

In the Department of Environmental Quality, the parties agree that this process is also available for employees at the 12 level to transfer to a vacancy at the 12 level as specifically stated below:

Air Quality Division – same classification within the division;

Office of Environmental Assistance – senior worker to senior worker in the same classification within the division;

Water Resources Division – Geologists within the division;

Office of Oil, Gas, and Minerals – Geologists within the division; and,

Remediation and Redevelopment Division -- in the same classification within field operations within the division; transfer is not available to 12 level Toxicologists.

In the Department of Licensing and Regulatory Affairs, the parties agree that this process is available for employees at the 12 level to transfer to a 12 level vacancy in the same classification within the MIOSHA program or within the same division of the department.

In the Department of Technology, Management and Budget, the parties agree that this process is also available for Building Construction Project superintendents at the 12 level to transfer to a vacancy at the 12 level in the same department.

In the Department of Military and Veterans Affairs, the parties agree that this process is also available for employees at the 12 level to transfer to a vacancy at the 12 level in the same classification, and in the same program area of the department.

In the Department of Natural Resources, the parties agree that this process is only available for employees at the 12 level to transfer to a vacancy at the 12 level as specifically stated below:

Licensed Land Surveyors within the same division;

Landscape Designers within the same division;

Senior Worker Fisheries Biologists in the same program area within the same division; and,

Foresters in the forest resource management program areas may transfer within the disciplines in this section.

In the Department of Transportation, the parties agree that this process is only available for employees at the 12 level to transfer to a vacancy at the 12 level as specifically stated below:

Architects in the same support (program) area and within the same division; and,

Licensed Land Surveyors and Transportation Engineers in the same specialty (program) area.

4. Exceptions. The Employer shall not be required to consider any of the following employees for transfer from a transfer list:
 - a. An initial or continuing probationary employee;
 - b. An employee with a less than satisfactory interim rating in effect;
 - c. An employee who has transferred from a transfer list within the last 6 months.
5. Hardship Transfers. Hardship transfers to another county may be granted, if certified by the Union, if a legitimate hardship exists and if the transfer would not impair the operational effectiveness of the Department. For purposes of this Section, hardship means the health condition of the employee or a member of employee's immediate family, as defined in Article 22-B.1, requiring the employee's presence in another county for an extended period of time. There must be an existing vacancy which the Department intends to fill to which the

employee is being transferred. Relocation expenses are not paid for hardship transfers.

All hardship transfer requests shall be in writing and set forth the circumstances of the request. The Union agrees that approval or disapproval of hardship requests shall not be grievable beyond Step 2 of the grievance procedure.

6. The Appointing Authority shall not pay relocation expenses when the Appointing Authority fills the vacancy from the transfer list.
 7. The provisions of this Section shall apply only to transfers between positions at the unit employee's current class and level and positions within the unit employee's current Department.
 8. Upon request of either party, the parties agree to meet and resolve any issues that arise.
- D. Reassignments to Avoid Layoffs. If the Employer plans to reassign Bargaining Unit employees to avoid the necessity of layoffs, at least ten days prior to any such reassignments, the Employer shall publish a list of positions within the affected division(s) into which employees will be reassigned for the review of the affected employees. A copy of the list will be sent to the Union within three days of publication. Interested affected Bargaining Unit employees in the affected division shall have five days to submit their names for consideration. The Employer will take any responses into consideration if such reassignments take place.

Article 14

NON-DISCRIMINATION

- A. The Employer agrees to continue its policy of opposing all forms of illegal discrimination based on race, color, national origin, sex, age, height, weight, marital status, religion, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. In addition, the Employer agrees not to discriminate on the basis of sexual orientation.
- B. The Union agrees to continue its policy of admitting all unit employees otherwise eligible for membership and to represent all members without regard to race, color, national origin, sex, sexual orientation, age, height, weight, marital status, religion, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.
- C. There shall be no discrimination, interference, restraint, or coercion by the Union against any unit employee because of membership or non-membership in, the payment or non-payment of any monies to, or the participation or non-participation in the activities of, the Union, or because of any activity permissible under either the Civil Service Rules and Regulations or this Agreement.

Article 15 – A

EDUCATION AND PROFESSIONAL DEVELOPMENT

- A. Purpose. To establish procedures for reimbursement of unit employees for the costs associated with continuing education through voluntary participation in job related courses.
- B. Application. The provisions of this Article shall apply to all unit employees on a first come, first served basis in accordance with the terms specified herein.
- C. Funds. The provisions of this Article shall be subject to the availability of departmental funds. Upon request, the Union shall be entitled to receive information regarding specific departmental tuition reimbursement programs/policies. In addition to receiving such written information, the Union may request a labor-management meeting with the Appointing Authority's designated representative(s) to review such materials.
- D. Requirements and Procedures.
 - 1. Full-time employees are eligible to apply for reimbursement if they have attained status, worked in a permanent position with the Department for at least six (6) months and are in satisfactory performance standing prior to the course starting date. Applicants must maintain assignment to a permanent position and be on the payroll at the completion of the course in order to qualify for reimbursement.
 - 2. Application for reimbursement shall directly relate to the improvement, change, or college degree in a field of work which is job related or in preparation for a potential promotion which benefits the Department.
 - 3. Accredited schools, institutes, academies, community colleges, colleges, and universities shall be considered as approved educational centers. Correspondence schools and "mail order" institutions will not be considered acceptable institutions for purposes of reimbursement.
 - 4. Partial (50%) reimbursement may be provided for accredited job-related courses properly pre-authorized for reimbursement upon receipt of written verification of successful course completion with a minimum grade of C or its equivalent. Such reimbursement shall be applicable to expenditures for tuition, books and lab fees. Verification of successful course completion shall be an authentic copy of the grade report. Such verification must be submitted within thirty (30) days of completion of the course. Incomplete courses and/or deferred grades will not qualify for reimbursements for tuition, books or lab fees.
 - 5. No reimbursement will be made for travel, meals, lodging, or other miscellaneous fees or expenses.
 - 6. No unit employee shall receive reimbursement for more than two (2) courses in any one (1) semester or term.

7. For unit employees receiving tuition payments, stipends or education grants from any other government agency or government source or from any scholarship source, reimbursement under this Article will be limited to that portion of the tuition which exceeds the amount of such payments, stipends or grants. Prior to receipt of any reimbursement under this article, employees are required to disclose to the employer reimbursement from all sources of funding for costs associated with the same course, regardless of when payment is, or will be, received. The combination of payment from tuition reimbursement (Article 15-A) and the Professional Development Fund (Article 15-B) shall not exceed 100% of the costs associated with the course.

E. Educational Release Time.

1. Unit employee initiated educational release time may be granted by the Appointing Authority for course attendance during the unit employee's normal work hours subject to the following provisions:
 - a. The course is not otherwise available;
 - b. The course and unit employee qualify under paragraph D;
 - c. The supervisor has determined that course attendance will not interfere unduly with work assignments and their timely and satisfactory completion;
 - d. Such release time must be authorized by the appropriate Bureau Director and Department Personnel Officer.
2. Development of Adjusted Work Schedule:
 - a. Estimated travel time must accompany course attendance time and be included in total educational release time requested;
 - b. Adjusted schedule must indicate how release time is to be made up:
 - (1) Schedule developed must provide for minimal interference with on-going work assignments.
 - (2) Schedule developed must ensure that make up time is scheduled in productively efficient segments.
 - (3) A complete eighty (80) hour pay period must be actually accounted for in each biweekly period.
 - (4) Schedule must be approved by immediate supervisor.
 - c. The unit employee will be responsible for all expenses and course attendance time, inclusive of travel expenses and time, except as possibly reimbursed under paragraph D.

d. Emergency work situations requiring the unit employee's presence at work or court attendance requirements shall in all cases take precedence over class attendance.

F. Conference Attendance. Effective October 1, 1996, unit employees shall be entitled to up to four (4) days administrative leave of absence within any two consecutive fiscal years subject to the following conditions:

1. The conference must be directly related to the unit employee's professional development and must directly relate to the unit employee's employment with the state.
2. Prior approval of the unit employee's immediate supervisor shall be required. Operational needs and scheduling requirements may preclude attendance.
3. The Employer shall not be obligated to pay any fees, expenses, or any other costs associated with attendance at such conference.
4. It is understood that the four days is not to be construed as a limitation of conference attendance for Bargaining Unit employees, but rather a minimum number of days available for conferences or training in addition to those conferences or training sessions that the Department has authorized members to attend.
5. Provisions of this Section do not apply to attendance at functions related to any aspect of the Union's exclusive representation function, and shall not apply to any conference which the unit employee is required by the Employer to attend.

The decision of the Employer to grant or deny attendance at any conference shall not be precedential.

Article 15 – B

PROFESSIONAL DEVELOPMENT FUND

- A. Amount. The amounts for the listed fiscal years are as follows:
1. Effective October 1, 2014, or as soon thereafter as administratively feasible, the Employer shall add \$125,000 to the Professional Development Fund to be administered jointly by the Union and the Employer.
 2. Effective October 1, 2015, or as soon thereafter as administratively feasible, the Employer shall add \$150,000 to the Professional Development Fund to be jointly administered by the Union and the Employer.
 3. Money not used in any given fiscal year will carry over to the next fiscal year.
- B. Eligibility. The following conditions shall apply to eligibility for reimbursement from the fund.
1. The employee must have successfully completed his/her first 1,040 hours of state service and must be in satisfactory performance status prior to receiving approval from the fund.
 2. The employee shall notify the supervisor and request leave to attend the conference, training or seminar prior to the time that he/she requests Union approval for reimbursement from the Professional Development Fund. Such leave requests shall not be unreasonably denied.
 3. Operational needs of the Employer may preclude leave approval. However, if such approval has been granted and the employee has expended funds in reliance upon the leave approval, and the leave approval is subsequently rescinded, the Department shall reimburse the employee for the amount the employee has expended.
 4. The Department is under no obligation to approve administrative leave.
 5. The employee will comply with all DTMB requirements for filing reimbursement requests. Reimbursements from the PDF are subject to the provisions of the Standardized Travel Regulations (STR), unless otherwise agreed by the Union and the Employer, and the Internal Revenue Code. Reimbursement from the tuition reimbursement program of the PDF is available only to employees who agree to continue employment with the State of Michigan for a minimum of one year after completion of the event being reimbursed. Courses or training submitted for reimbursement shall directly lead to improvement, change, or a college degree in a field of work, which is job related or leads to preparation for a potential promotion which benefits the department.
 6. Tuition reimbursement from the PDF shall not exceed 100% of the costs associated with the course when combined with tuition reimbursement under Article 15A.

7. Failure to comply with any of the provisions of the PDF may be cause for forfeiture of the employee's previous approval.
- C. The following conditions shall apply to the joint administration of the PDF by the Union and the Employer:
1. The Union and the Employer agree that processing requests for reimbursement is a priority. The Employer agrees to process PDF requests as they are received from the Union. By doing so, a completed request will not take any longer than eight working days to submit to the Department of Technology, Management and Budget. If a situation occurs that will cause the Employer to miss the eight day time frame, the Employer will formally notify the Union in writing of the reason for the delay.
 2. This Article is not affected by Executive Directive 2003-17 that restricted travel by state employees.

Article 16

PROFESSIONAL FEES AND SUBSCRIPTIONS

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

Any such professional journals shall be sent to the employee at the employee's work address, shall be shared with employees at the work site and shall be considered the property of the Employer. In the event that the subscribing employee leaves his/her position, such subscription shall become the property of the Employer.

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

- C. Unit employees who maintain a license or professional certificate will be eligible for reimbursement of the attendant fees under the following conditions:

1. The license or professional certificate is required by the state for continued state employment.
2. The Appointing Authority has a specific written policy which prohibits the employee from engaging in outside employment (including self-employment for a fee) in activities requiring the possession of a license or professional certificate for which the state reimburses the employee.
3. The Appointing Authority may reimburse qualified unit employees upon documentation of the criteria specified in Sections A and B.
4. Reimbursements shall be processed in accordance with Department of Technology, Management and Budget, Office of Accounting Procedures.

Article 17

TRAVEL EXPENSE REIMBURSEMENT

- A. Travel Expense Reimbursement. In accordance with the Standardized Travel Regulations issued by the Civil Service Commission and the Department of Technology, Management and Budget, and the general procedures of the Vehicle and Travel Services, except as expressly provided otherwise in this Article, unit employees shall be entitled to travel reimbursements with supporting receipts, for actual expenses incurred up to the maximum allowed at the rates in effect on the date(s) of the travel.
- B. Exceptions. Exceptions to the travel rates may be granted by the Civil Service Commission or the Department of Technology, Management and Budget, Vehicle and Travel Services, in accordance with the Standardized Travel Regulations. Lodging costs in excess of the maximum state rate will be reimbursed by the Employer as long as the hotel reservation was secured through the Employer contracted travel agency.

In those situations where the Department has not secured the lodging, employees shall make a reasonable effort to secure lodging at the rates specified in this Agreement. However, if an employee has not been able to secure lodging at the specified rate, such an employee may request reimbursement for the actual amount. Departments shall not unreasonably deny such reimbursement requests nor shall Departments unreasonably delay processing the reimbursement.

The parties agree to work cooperatively to insure that the exception provision is appropriately applied when the circumstances justify an exception.

- C. MDOT Employees. Effective October 1, 1988 all MDOT employees will be covered by the Standardized Travel Regulations and reimbursement rates except as provided herein.

Article 18

RELOCATION EXPENSE REIMBURSEMENT

- A. Involuntary Reassignment. Employees who meet all the criteria listed in paragraph A.1-3., who demonstrate their intent to move their residence closer to the new work location as a direct result of the reassignment, shall be eligible for the relocation benefits provided in subsections B through G below.

If the employee moves prior to the effective date of reassignment, but after they are given official notice of the reassignment, and they are otherwise eligible for relocation expenses, they shall receive reimbursement for relocation expenses, as provided in Subsections C, D, F and G below, after they begin working at the new work location. Such employees are not eligible for temporary travel expense in Subsection B below. In the event the reassignment to the new work location is cancelled for any reason, no relocation expense reimbursement will be made and no relocation benefits will be paid.

1. Satisfactorily completed his/her first 1,040 hours of state service;
 2. Have commenced their first work assignment and thereafter are involuntarily reassigned to a new work location more than twenty-five (25) miles away; and
 3. Agree to continue employment at the new work location for a minimum of one (1) calendar year after reassignment.
- B. Temporary Travel Expense. From the effective date of reassignment, the reassigned employee will be allowed meal and lodging expense reimbursement at rates in effect pursuant to Article 17, for up to sixty (60) calendar days at the new work location or until such time as the employee changes residence, whichever is less. In case of hardship in securing or occupying a new residence the Employer may, at its full discretion and as determined on an individual case by case basis, grant an extension of up to sixty (60) calendar days, but in no case shall the total period exceed one hundred eighty (180) days. Employees returning to their residence at the prior work location during the sixty (60) day period (or its extension) will be reimbursed for the lesser of:
1. The total of breakfast, lunch and dinner during those days; or
 2. Mileage charges for a personal car used in such commuting for the actual mileage between the points at the approved private car rate.
- C. Travel Expenses to Secure Housing. A reassigned employee and one (1) additional family member shall be allowed up to three (3) round trips to a new official work location for the purpose of securing housing. Travel, lodging and meals costs will be reimbursed up to a maximum of nine (9) days in accordance with the rates in effect pursuant to Article 17 of this Agreement. Reimbursement will occur only after the eligible employee has begun work at their new work location.

- D. Leave Time for Moving. An eligible employee shall be allowed two (2) days off without loss of pay for completing the move. This Section shall not be construed to relieve the employee from any responsibility to report for work punctually and in a condition ready for work. An eligible employee who elects to relocate their residence prior to beginning work at the new work location, in accordance with Section A above, and who chooses to complete the move during regularly scheduled work time, shall be required to take annual leave. Reinstatement of up to two (2) days of annual leave will occur only after the eligible employee has begun work at their new work location.
- E. Required Housing. Unit employees who are moving into required housing will ordinarily not qualify for house hunting expenses or temporary living expenses at the new work station as outlined in subsections B and C above. If there are extenuating circumstances which arise requiring these expenses, such expenses may be reimbursed upon approval of the Appointing Authority.
- F. Moving of Household Goods.
1. The Employer will pay the transportation charges for normal household goods up to a maximum of fourteen thousand (14,000) pounds for a move. Charges for weight in excess of fourteen thousand (14,000) pounds must be paid directly to the mover by the employee.
 - a. Household Goods: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable food-stuffs subject to spoilage, building materials, fuel or other similar non-household good items.
 - b. Packing: The Employer will pay up to eight hundred dollars (\$800) for packing and/or unpacking breakables. In addition to the above packing allowances, the Employer will pay the following accessorial charges which are required to facilitate the move: appliance services; piano or organ handling charges; flight, elevator, or distance carrying charges; extra labor charges required to handle heavy items, e.g. pianos, organs, freezers, pool tables, etc. Arrangements for paying any additional packing requirements must be made and paid for by the employee only.
 - c. Insurance: The carrier will provide insurance against damage up to sixty cents (\$.60) per pound for the total weight of the shipment. The Employer will reimburse the employee for insurance costs not to exceed an additional sixty-five cents (\$.65) per pound of the total weight of the shipment.
 - d. Enroute Charges: Charges for stopping in transit to load or unload goods and the cost of additional mileage involved to effect a stop in transit shall be paid

by the employee. Extra labor required to expedite a shipment at the request of the employee shall be paid by the employee.

- e. Mobile Homes: The Employer will pay the actual reasonable cost for moving a mobile home if it is the employee's domicile, plus a maximum of one thousand dollars (\$1,000) allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the mobile home, and removal or replacement of skirting will be paid by the Employer when accompanied by receipts. Actual moving costs include only the transportation cost, escort services when required by a governmental unit, special lighting permits, tolls and/or surcharges, but excludes moving of fuel tanks, out buildings, swing sets, etc., that are not secured inside the mobile home.

Utility connections to existing utilities within an established mobile home park, up to \$200, when accompanied by receipts. ("utility connections" means connecting to existing electrical power, gas and water.)

Mobile home liability is limited to damage to the unit caused by the negligence of the carrier, and to contents up to a value of one thousand five hundred dollars (1,500). Additional excess valuation and/or hazard insurance may be purchased from the carrier at the expense of the employee.

The repair or replacement of equipment of the mobile home i.e., tire, axles, bearings, lights, etc., are the responsibility of the employee.

- 2. Truck or Trailer. In lieu of a common carrier, the Employer will reimburse the employee for reasonable truck or trailer rental charges, tolls and required surcharges incurred by the employee where the employee moves himself/herself.
- G. Storage of Household Goods. The Employer will reimburse the employee for storage of household goods, as described in subsection F.1.a. above, for a period not in excess of sixty (60) days in connection with the reimbursable move, at either origin or destination, but only when housing is not readily available.

Article 19

HOURS OF WORK AND OVERTIME

- A. Biweekly Work Period. The work period is defined as eighty (80) hours of work normally performed on ten (10) week days within the fourteen (14) consecutive calendar days which coincide with biweekly pay periods.
- B. Work Day. The work day shall consist of twenty-four (24) consecutive hours commencing at 12:01 a.m.
- C. Work Shift. The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined:

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

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

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

- D. Meal Periods. Work schedules may provide for the work shift to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. This shall not preclude work schedules which provide for an eight (8) hour work day, inclusive of a meal period. The Employer may reasonably schedule meal periods to meet operational requirements.

Wherever the department's objective of teamwork will not be unreasonably disrupted by a one-half hour lunch period, if requested by a Scientific and Engineering Unit employee, a one-half hour lunch period shall be scheduled. In all other cases, where operationally feasible, a Scientific and Engineering Unit employee's request to be scheduled for a one-half hour lunch period will not be unreasonably denied. Denial of the request, or termination of approval, shall not be grievable.

- E. No Guarantee or Limitation. This Article is intended to be construed only as a basis for scheduling, and shall not be construed as a guarantee or limitation on the number of hours scheduled to be worked per day or per work period.

- F. Overtime.

- 1. Eligible Unit Employees. (Cash Paid)

Unit employees at the 9 (IV) and 10 (V) levels or below the 10 position comparison equivalent level shall be eligible for cash compensation for overtime hours worked.

- a. Overtime hours must be authorized by the Appointing Authority.
 - b. Authorized overtime payment shall be paid to eligible employees for time worked in excess of forty (40) hours in a work week. "Time worked" for

purposes of calculating overtime payment does not include sick leave or annual leave (with the exception of annual leave buy back).

- c. Premium payment shall not be duplicated (pyramided) for the same hours worked. If a unit employee works on a holiday, overtime compensation for the first eight (8) hours worked on the holiday is due and payable only after forty (40) hours worked in a work week.
- d. By mutual agreement between the unit employee and the Appointing Authority, unit employees at the 9 (IV) and 10 (V) level may earn compensatory time at the rate of time and one-half (1 1/2) for authorized overtime hours worked or be paid time and one-half (1 1/2) their hourly rate. Time worked for purposes of calculating time and one-half (1 1/2) compensatory time or one and one-half their hourly rate does not include sick leave or annual leave (with the exception of annual leave buy back). If the Appointing Authority does not permit the unit employee to use accrued compensatory time credits before the end of the fiscal year in which credits have been earned, at the Appointing Authority's option, the unit employee may be paid in cash at the regular rate for the compensatory time credits unused at the end of the fiscal year.

2. Ineligible Unit Employees. (Compensatory Time)

Unit employees at the 11 (VI) benchmark level and above, or at the 11 position comparison level and above are not normally eligible for cash compensation for overtime hours worked. Such unit employees shall be eligible for compensatory time in accordance with the following provisions:

- a. Such ineligible unit employees shall be eligible to accumulate and liquidate on a straight time basis, compensatory time for all authorized hours worked in excess of eight (8) hours per day and eighty (80) hours per pay period. If the Employer schedules employees to work outside of the employees' normal work schedule of 8 hours per day, or the applicable number of hours per day pursuant to an approved alternate work schedule where available, the Employer will not require employees to adjust their hours to remain within 80 hours that pay period.
- b. A balance of no more than one hundred fifty (150) hours of authorized compensatory overtime can be carried, except for unit employees in the Department of Transportation.
- c. Compensatory time must be used before annual leave unless the employee is near the cap and would lose accrued annual leave.
- d. The value of compensatory time is for equivalent time off only. Under no circumstances shall payment be made for unused compensatory time.
- e. In the Departments of Natural Resources and Transportation current practice of accumulating compensatory time shall remain in effect.

3. Exception for Cash Payment to Ineligible Unit Employees.

At the sole discretion of the Appointing Authority, ineligible unit employees may receive cash payment for overtime hours only on an exception basis, in accordance with the following:

- a. Cash Payment Determination. The Appointing Authority determines that because of the nature of the work load in a particular departmental unit the payment of cash for overtime hours worked is necessary.
- b. Notice to Union. If such a determination is made, the Appointing Authority shall provide a notice to the Union with a copy to the Office of the State Employer and the Civil Service Commission. The notice will include the reasons for exceptions, the names of affected unit employees, and the expected duration of the exception.
- c. Calculation for Cash Payment. If the exception is made to pay ineligible unit employees for overtime, such unit employees shall be paid as follows for all hours worked in excess of eight (8) hours per day and eighty (80) hours per pay period:
 - (1) If their hourly rate, times one and one-half, is less than or equal to the premium overtime rate.

Established each year by the Civil Service Commission, the unit employee will be paid time and one half (1 1/2) their hourly rate for overtime.
 - (2) If their hourly rate, times one and one-half, is greater than the premium overtime rate established each year by the Civil Service Commission, they will be paid the premium rate or straight time, whichever is greater.
 - (3) As long as the premium payment of overtime rate established each year by the Civil Service Commission is equal to or greater than the maximum rate for the Transportation Engineer 12, times one and one-half, the parties agree to be governed by the Civil Service Commission established rate.
 - (4) If the maximum rate for the Transportation Engineer 12, times one and one-half, exceeds the premium rate established by the Civil Service Commission, the new rate shall be subject to negotiation by the parties.
 - (5) Premium payment shall not be duplicated (pyramided) for the same hours worked.
 - (6) "Hours worked in excess of eight (8) hours per day and eighty (80) hours per pay period" for purposes of calculating cash overtime payment for ineligible unit employees does not include sick leave or annual leave (with the exception of annual leave buy back).

4. DEQ-PEAS. Employees who are designated by the Department of Environmental Quality as responsible for responding to the Pollution Emergency Alerting System (PEAS) shall receive cash payment in accordance with F.3(b) and (c) above for each emergency response which is not contiguous to the employee's regularly scheduled hours. At the beginning of each fiscal year, the employee may designate whether PEAS response compensation in accordance with this section will be made in cash or compensatory time.

G. Alternate Work Schedules.

Bargaining unit employees may request an alternate work schedule subject to the following provisions:

1. An alternate work schedule is any work schedule requested by an employee, other than a standard Monday through Friday, 8:00 a.m. to 5:00 p.m. schedule with a one (1) hour lunch period. The Appointing Authority may determine that work schedules of five 8-hour days a week other than 8:00 a.m. through 5:00 p.m. require only immediate supervisor approval and/or an alternate work schedule request form need not be completed for this option.
2. The primary purpose for providing alternate work schedules is to provide flexible work hours which will mutually benefit departmental program activities and employees' individual preferences. Operational needs, and maintaining efficiency, productivity, and cost savings for the department shall be considered in determining the benefit to the department program activities. More specifically, the determination shall be based on criteria such as, but not limited to, the following:
 - Ability to provide sufficient program staffing during all hours of operation and emergencies. (Note: the Appointing Authority may determine that each unit shall provide for coverage on specific days and during specific times such as Monday through Friday 8:00 a.m. to 5:00 p.m.);
 - Accessibility to other staff and the public;
 - Availability of individual staff to meet program and workload needs;
 - Maintenance of program productivity and efficiency levels at no increase in cost;
 - Effects on the ability to meet specific program requirements;
 - Ability to provide full supervision where circumstances warrant as determined by the appointing authority;
 - Facilities and operational circumstances;
 - Performance and attendance; and,
 - Accumulation of overtime or compensatory time.

3. Management shall have the discretion within the parameters of this section to approve or deny an adjusted work schedule, or to rescind previous approval with two pay periods notice. Rescission of an alternate work schedule shall not be grievable; however, rescission must be based upon one or more of the criteria listed in G(2) above.

In order to avoid rescinding approval of an alternate work schedule, employees may agree to temporarily modify their alternate work schedule to meet operational needs.

4. The alternate work schedule shall include a lunch period which may be either ½ hour or 1 hour as approved by supervision. This does not preclude an employee on occasion foregoing a lunch period with supervisory approval.
5. Options. Exempt employees (“Y” code) may apply for the schedule options below:

1. Four 9-hour days and one 4-hour day each week.
2. Alternating weeks consisting of five 8-hour days one week and four 9-hour days and one 4-hour day in the second week.
3. Eight 9-hour days and one 8-hour day.
4. Four 10-hour days.
5. A flexible eighty hour pay period (work schedule adjusted within each pay period).

Denial of requests for an alternate work schedule of either four 10-hour days or a flexible eighty hour pay period shall not be grievable, but will, however, be based on one or more of the criteria outlined in G(2) above and will be handled on a case-by-case basis.

Non-exempt employees (“N” code) may apply for schedule options below:

1. Four 9-hour days and one 4-hour day each week.
2. Alternating weeks consisting of five 8-hour days one week and four 9-hour days and one 4-hour day in the second week.

In addition, the Appointing Authority may make available four 10-hour days per calendar week, or a forty (40) hour work week (work schedule adjusted within each week).

6. Leave usage. Absences shall be covered with appropriate leave credits in an amount equal to the employee’s scheduled work hours for that day.
7. Holidays. When a recognized holiday falls on a day when the employee is scheduled to work more than eight hours, the difference between the eight hours holiday time and the scheduled time may be made up by annual or

compensatory leave, or the employee may go back to a normal 8 hours per day, 5 day work week during that week or pay period. If the holiday falls on the employee's scheduled day off resulting from the alternate work schedule, the scheduled day off will be rescheduled.

8. Training. Schedules of employees required to participate in training may be modified by supervision to a standard work period consisting of eight hours a day, 5 days a week.

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

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and Appointing Authority, based upon whether such participation would adversely impact upon the Department's operations and/or budget. In all other cases, once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

Plan A. Biweekly Scheduled Hours Reduction.

1. Eligibility.

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

2. Definition.

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

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

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

3. Insurances.

All State-Sponsored Group Insurance Programs, including Long Term Disability Insurance, in which the employee is enrolled shall continue without change in coverages, benefits or premiums.

4. Leave Accruals and Service Credit.

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

Plan C. Leave of Absence.

1. Eligibility.

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

2. Definition.

With the approval of the supervisor and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will be counted against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

3. Insurances.

All state-sponsored group insurance programs with the exception of Long Term Disability (LTD) insurance, in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence. LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is

unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

4. Leave Accruals.

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

5. Service Credit.

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

Article 20

PAID HOLIDAYS

A. Designated Holidays. For the following holidays, permanent and limited term full time unit employees shall be allowed eight (8) hours paid absence from work. Permanent and limited term unit employees who work less than full time shall be allowed paid absence from work in proportion to their average hours in pay status for the previous six (6) pay periods:

Day	Observance
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Election Day	(General Election Day In Even Numbered Years)
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

Paid Personal Leave Days credited on October 1, of each year (to be used in same manner as annual leave Article 21, Section F).

B. Observance.

1. Holiday observance shall be in accordance with the schedule in Section A except as follows:
 - a. A holiday that falls on Saturday shall be observed on the preceding Friday. A holiday that falls on Sunday shall be observed on the following Monday.
 - b. When Christmas Eve or New Year's Eve falls on Friday, the holiday shall be observed on the preceding Thursday. When Christmas Eve or New Year's Eve falls on Sunday, the holiday shall be observed on the preceding Friday.
2. Equivalent provisions for time off for holidays falling outside the scheduled work week shall be made for unit employees working other than a Monday through Friday schedule.

C. Eligibility.

1. Permanent and limited term unit employees, regardless of their work schedule, qualify for paid holiday absence by being in full pay status on:

- a. Their last scheduled work day immediately preceding the holiday and their first scheduled workday following the holiday when both days fall within the same biweekly work period; or,
- b. Their last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or when the holiday occurs or is observed on the last day of the month in which the employee is retiring; or,
- c. Their first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period.
 - (1) A newly hired unit employee shall not qualify for paid holiday absence for a holiday occurring or observed on the first scheduled work day(s) of the initial biweekly work period.
 - (2) A continuing unit employee returning from layoff or leave of absence, whose first scheduled workday is the day after a holiday, shall qualify for paid holiday absence for the holiday.
- d. The holiday itself, as demonstrated by actually working on the holiday.

D. Work on a Holiday.

1. The Employer may require unit employees to work on a paid holiday. The Employer specifically reserves the sole discretion to schedule or not schedule unit employees on a paid holiday.
2. If it is determined that bargaining unit work is necessary for any contract holiday, the Employer shall first seek qualified volunteers from the affected work unit from among the employees who normally perform the work. When the Employer schedules bargaining unit employees to work on a holiday and there are not enough volunteers to work a specific day, assignments are made to bargaining unit employees, who normally perform the work in the affected work unit, based on inverse seniority. Once the least senior bargaining unit employee has worked a holiday, they will not be assigned to work a holiday again until all bargaining unit employees, who normally perform the work in the affected work unit, have been assigned a holiday on an inverse seniority basis.

In the Department of Environmental Quality, work on a holiday will continue in accordance with current practice.

3. Payment for work on a holiday shall be in accordance with Article 19, "Hours of Work and Overtime".
4. A unit employee required to work on a holiday, may upon mutual agreement with the Appointing Authority, take another day in the same biweekly work period as a holiday.

Article 21

PAID ANNUAL LEAVE

- A. Initial Leave. Upon hire, each unit employee in a permanent or limited term position shall be credited with an initial annual leave grant of sixteen (16) hours which shall be immediately available, upon approval of the Appointing Authority, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to a unit employee more than once in a calendar year.
- B. Accrual. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted for purposes of annual leave accrual. A unit employee in a permanent or limited term position shall be entitled to annual leave with pay for each eighty (80) hours of paid service or to a pro-rated amount if paid service is less than eighty (80) hours in the pay period as follows:

ANNUAL LEAVE ACCRUAL TABLE		
Service Credit	=	Annual Leave
0-1 years (0-2,079 hours)	=	4.0 hours/80 hours service
1-4 years (2,080-10,399 hours)	=	4.7 hours/80 hours service

Additional Accrual. Unit employees in a permanent or limited term position who have completed five years (10,400 hours) of currently continuous service shall earn annual leave with pay in accordance with their total classified service including military leave, subsequent to January 1, 1938 as follows:

ADDITIONAL ACCRUAL TABLE		
Service Credit	=	Annual Leave
5-9 years (10,400 - 20,799 hours)	=	5.3 hours/80 hours service
10-14 years (20,800 - 31,199 hours)	=	5.9 hours/80 hours service
15-19 years (31,200 - 41,599 hours)	=	6.5 hours/80 hours service
20-24 years (41,600 - 51,999 hours)	=	7.1 hours/80 hours service
25-29 years (52,000 - 62,399 hours)	=	7.7 hours/80 hours service
30-34 years (62,400 - 72,799 hours)	=	8.4 hours/80 hours service
35-39 years (72,800 - 83,199 hours)	=	9.0 hours/80 hours service
40-44 years (83,200 - 93,599 hours)	=	9.6 hours/80 hours service
45-50 years (93,600 - 103,999 hours)	=	10.2 hours/80 hours service

- C. Additional Credit. Solely for the purpose of additional annual leave, a unit employee shall be allowed state service credit for:
1. Employment in any excepted or exempted position as provided for in Civil Service Rules and Regulations dated May, 1983, Sections 2-1 and 2-2 in state government which preceded entry into the state classified service;

2. Up to five (5) years of honorable service in the armed forces of the United States subsequent to January 1, 1938, for which a military leave of absence would have been granted had the veteran been a state classified employee at the time of entrance upon military service. When a unit employee separates from employment and subsequently returns, military service previously credited shall not count as current continuous state service for purposes of requalifying for additional annual leave or longevity compensation if the unit employee previously qualified for and received these benefits.

D. Crediting.

1. Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.
2. When paid service does not total eighty (80) hours in a biweekly work period, the employee shall be credited with a pro-rated amount of leave for that work period based on the number of hours in pay status divided by eighty (80) hours multiplied by the applicable accrual rate.
3. No annual leave shall be authorized, credited or accumulated in excess of the schedule below except that a unit employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with full back benefits by an arbitrator under Article 9, shall be permitted annual leave accumulation in excess of the schedule below. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or forfeited. If the unit employee separates from employment, for any reason during that one year grace period, the unit employee or beneficiary shall be paid for no more than the maximum as indicated below of unused credited annual leave.

E. Utilization. An employee may charge absence to annual leave with the approval of the Employer. Annual leave shall not be credited or used in anticipation of future leave credits. The Employer shall respond to a request for annual leave in a timely manner, which is normally within ten (10) days of receipt of the request. If the Employer denies a request for annual leave, they must state in writing the specific reason why the leave was denied.

F. Final Average Compensation. No annual leave in excess of two hundred forty (240) hours shall be included in final average compensation for purposes of calculating the level of retirement benefits.

G. Annual Leave Cap. The cap on annual leave accumulation shall be in accordance with the schedule below.

H. Transfer And Payoff. Employees who voluntarily transfer from one state department to another shall be paid off at their current base rate of pay for their unused annual leave subject to the applicable cap below. However, the employee may elect, in

writing, to transfer up to eighty (80) hours of accumulated annual leave. Annual leave in excess of eighty (80) hours, if any, up to the maximum allowed in accordance with the applicable accumulation cap may be transferred with the approval of the appointing authority to whose service the employee transfers.

Employees who separate shall be paid at their current hourly rate for the balance of their unused annual leave subject to the applicable cap below.

ANNUAL LEAVE ACCUMULATION CAP		
Service Years	Accumulation Cap	Payoff Cap
1 – 4	296	256
5 – 9	311	271
10 – 14	326	286
15 – 19	341	301
20 – 24	346	306
25 – 50	356	316

- I. Banked Leave Time. Accumulated Banked Leave Time (BLT) may be used by an employee in the same manner as regular annual leave. Accumulated BLT hours shall not be counted against the employee’s regular annual leave cap, known as Part A hours. Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted. The employee must exhaust all BLT hours prior to being considered for any annual leave donation.

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

- J. Personal Leave Day. After the unit employee completes his/her first 1,040 hours of state service, he/she shall be entitled to two (2) personal leave days to be used in accordance with normal requirements for annual leave usage. These leave days shall be credited to annual leave balances on October 1, 1988, and thereafter on each ensuing October 1.

K. Annual Leave Bank Donations.

- 1. Right to Receive Annual Leave Donations. Except as otherwise provided in this Article, annual leave credits may be transferred to other employees under the following conditions:
 - a. The receiving employee has successfully completed his/her first 1,040 hours of state service and faces financial hardship due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child or parent.

- b. The receiving employee has exhausted all leave credits.
- c. The receiving employee's absence has been approved.
- d. An employee may receive a maximum donation of thirty (30) work days by direct transfer of annual leave per calendar year. The right to donate hours and receive hours through direct transfer is not limited to employees in this bargaining unit where reciprocal agreements exist with other exclusive representatives or provided for in the Civil Service Rules and Regulations for Non-Exclusively Represented Employees.
- e. An employee in this Bargaining Unit may receive a maximum of thirty (30) work days per calendar year from the leave bank provided in this Section. The thirty (30) work day maximum will be reduced by any hours received through direct transfer.
- f. If the receiving employee returns to work with unused donated hours, those hours shall be transferred to the leave bank.

2. The Right to Donate Annual Leave Hours.

- a. Annual leave donations must be for a minimum of one (1) hour and a maximum of forty (40) hours annually and donations shall be in whole hour increments.
- b. Employee donations are irrevocable.
- c. The Office of the State Employer shall review requests and determine eligibility to receive hours from the Union leave bank or through a direct transfer of annual leave on an hour for hour basis.
- d. Donations to the Union leave bank may occur at any time. Employee base hours shall be converted to their monetary equivalent and deposited in Union central leave bank.
- e. A direct transfer of annual leave may occur at any time. Direct transfers shall be on an hour for hour basis.

L. School/Community Participation Leave.

- 1. Intent. The parties recognize the positive role adult involvement in school and community activities plays in promoting educational and community success. The parties intend by this Section to foster employee involvement in school sponsored activities and community programs.
- 2. Leave Credits. After 1040 hours of satisfactory state service, employees in a permanent or limited term position shall annually receive eight (8) hours of paid school participation leave to be used in accordance with the provisions of this section and the normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested. The leave may be used to cover employees absence from their scheduled work day

for reasonable travel to and from, and the duration of, the school or community activity.

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

3. Use Of School/Community Leave. Employees may use the leave to participate in any school sponsored activity including but not limited to, tutoring, field trips, classroom programs, school committees, including preschool programs.

The use of the leave is intended for active participation in school sponsored secular activities by employees and not for mere attendance at school programs. The school sponsored secular activities may take place before, during, or after school.

The leave may also be used for active participation in any structured secular community activity sponsored by a governmental agency, or a non-profit community organization or agency, and not for mere attendance at community events. For example, employees may use the leave to participate in community activities such as serving as a volunteer docent for the State of Michigan museum, making deliveries for meals on wheels, and construction work for habitat for humanity.

To request school/community participation leave, employees shall complete a school/community participation leave form provided by the employer.

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

Article 22

PAID SICK LEAVE

- A. Allowance. Every unit employee in a permanent or limited term position shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service or to a prorated amount if paid service is less than eighty (80) hours in the pay period. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted.
1. Sick leave shall be credited at the end of the biweekly work period. Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned. The prorated amount shall be based on the number of hours in pay status divided by eighty (80) hours multiplied by four (4) hours.
 2. Sick leave shall not be allowed in advance of being earned. If a unit employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In the absence of sick and annual leave credits, payroll deduction (lost time) for the time lost shall be made for the work period in which the absence occurred. The unit employee may elect not to use annual leave to cover such absence.
- B. Utilization. Sick leave may be utilized by a unit employee with the approval of the Appointing Authority for the following reasons:
1. In the event of illness, injury, temporary disability, or exposure to contagious disease endangering others, or for illness or injury in the immediate family, which necessitates absence from work. "Immediate family" in such cases means the unit employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any persons for whose financial or physical care the unit employee is principally responsible.
 2. Sick leave may be used for absence caused by the attendance at the funeral of a relative, or person for whose financial or physical care the unit employee has been principally responsible.
 3. Sick leave may also be used for an appointment with a doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
 4. A unit employee may also use sick leave for a health screening appointment at an authorized Employer operated Health Screening Unit.
- C. Disability Payment. In case of a work incapacitating injury or illness for which a unit employee is or may be eligible for work disability benefits under the Michigan Workers' Disability Compensation law, such unit employee, with the approval of the Appointing Authority, may be allowed salary payment which, with the work disability

benefit, and any other statutory benefit, equals two-thirds (2/3) of the base salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the unit employee's base salary or wage.

D. Pay for Accumulated Sick Leave.

(Employees Initially Hired Before 10/1/80).

1. A unit employee who separates from the state classified service for retirement purposes in accordance with the provisions of a State Retirement Act shall be paid for fifty percent (50%) of unused accumulated sick leave as of the effective date of separation, at the unit employee's final base rate of pay.
2. Upon separation from the state classified service for any reason other than retirement or death, the unit employee shall be paid for a percentage of unused accumulated sick leave in accordance with the following table of values. Payment shall be made at the unit employee's final base rate of pay.

<u>Sick Leave Hours</u>	<u>Percentage Paid</u>
Less than 104	0
104 - 208	10
209 - 416	20
417 - 624	30
625 - 832	40
833 or more	50

3. No payoff under this Section shall be made to any unit employee initially appointed to the state classified service on or after October 1, 1980.

- E. Proof. All requests for use of sick leave shall be certified by the unit employee as to its purpose. The Appointing Authority may require that a unit employee, at the Appointing Authority's cost, present medical certification of physical or mental fitness to continue working.
- F. Return to Service. Previous unused sick leave allowance shall be placed to the credit of a laid off unit employee upon return to permanent employment within five (5) years of such layoff. A separated unit employee who received payment for unused accumulated sick leave under this Section and who returns to service shall not be credited with any previous sick leave allowance.
- G. Transfer. Any unit employee who transfers, or who is reassigned without a break in service from one principal Department to another shall be credited with any unused accumulated sick leave balance by the principal Department to which transferred or reassigned.

Article 23

UNPAID LEAVE

- A. Eligibility. Unit employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the successful completion of their probationary period (2,080 hours), except as otherwise provided in Section E below.
- B. Request Procedure. Any request for a leave of absence without pay shall be submitted in writing by the unit employee to the unit employee's immediate supervisor at least, except under emergency circumstances, thirty (30) calendar days in advance of the proposed commencement date for the leave. A request for a medical leave of absence may be submitted directly to the Appointing Authority. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor shall consult with the Appointing Authority and furnish a written response within twenty (20) calendar days of the request. If a request for a medical leave of absence is submitted directly to the Appointing Authority, a written response will be furnished by the Appointing Authority within twenty (20) calendar days of the request.

- C. Approval. Except as otherwise provided in this Agreement, unit employees may be granted a leave of absence without pay at the discretion of the Appointing Authority for a period up to six (6) months. The Appointing Authority shall consider its operational needs, the unit employee's length of service, performance record and leave of absence history in reviewing requests for a leave of absence. Appointing Authority determinations under this Section shall not be arbitrary, discriminatory or capricious. Only under bona fide mitigating circumstances may a leave of absence be extended beyond six (6) months. A unit employee may elect to carry a balance of annual leave not to exceed eighty (80) hours during a leave of absence. An annual leave balance in excess of eighty (80) hours up to a maximum of two hundred forty (240) hours may be carried with the written approval of the Appointing Authority. Such leave balances shall be made available to the unit employee upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

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

- D. Educational Leave of Absence. The Appointing Authority may approve an individual unit employee's written request for a full-time educational leave of absence without pay for an initial period of time up to one (1) year if the unit employee fulfills the following criteria.

To qualify for such an educational leave, the unit employee must be admitted as a full-time student as determined by the established requirements of the educational

institution relating to full-time status. Before the leave of absence can become effective, a curriculum plan and proof of enrollment must be submitted by the unit employee to his/her Appointing Authority. At the request of the Appointing Authority, the unit employee shall provide evidence of continuous successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such education shall be directly related to the unit employee's field of employment. Such unit employee may return early from such a leave upon approval by the Appointing Authority. The Appointing Authority shall approve or deny the request for leave of absence without undue delay. Any denial shall include written explanation of the denial, if requested by the unit employee.

E. Medical Leave of Absence.

1. Approval. Upon completion of the equivalent of at least six (6) months of full-time employment, and depletion of accrued sick leave credits, a unit employee upon request may be granted a leave of absence for a period of up to six (6) months upon providing required medical information for personal illness, injury or temporary disability necessitating his/her absence from work, if that unit employee is in satisfactory employment status. The unit employee's request shall include a written statement from the unit employee's physician indicating the specific diagnosis and prognosis necessitating the unit employee's absence from work and the expected return to work date.

A request to extend a medical leave of absence for an additional six (6) months may be granted at the sole discretion of the Appointing Authority. The Appointing Authority, in considering requests for extension, will consider verifiable medical information that the unit employee can return to work at the end of the extension period with the ability to fully perform the job.

The Appointing Authority reserves the right to have the unit employee examined by a physician selected and paid by the Appointing Authority for the unit employee's initial request, extension and/or return to work.

2. Medical Layoff. When a unit employee with five (5) or more years of continuous service is denied a medical leave of absence or an extension, at the unit employee's request, a medical layoff shall be entered into the unit employee's employment history rather than a separation for denial of medical leave. The appointing authority shall notify the unit employee in writing of his/her departmental recall rights in accordance with Article 12, Section L(1) and (2) upon providing medical certification within two (2) years from the date of denial of the medical leave of absence or its extension, that the unit employee is able to return to his/her regular job responsibilities. If the unit employee is unable to return to work at the end of the two (2) year period, the unit employee will resign or request a waived rights leave of absence.

This option may only be exercised once in a career. Unit employees recalled under this provision shall not have such time treated as a break in service.

- F. Military Leave. Whenever a unit employee enters into the active military service of the United States, the unit employee shall be granted a military leave of absence as provided under Civil Service Rules and Regulations, as amended throughout the term of this Agreement, and applicable statutes.

- G. Waived Rights Leave of Absence. An employee who terminates State employment may be granted a waived rights leave of absence of up to one year. This type of leave of absence is granted to protect the employee's continuous service, seniority, and any benefits connected with length of service. Unit employees do not have the right to return to State service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the unit employee's Appointing Authority in writing. A unit employee granted a waived rights leave of absence may not carry any annual leave balance during such leave.

- H. Layoff. Employees on a leave of absence who would be laid off if they were in active employment status shall not be exempt from layoff by virtue of being on a leave of absence.

- I. Maternity/Paternity Leave. Upon written request, a unit employee shall, after the birth of his/her child, or adoption of a child, be granted maternity/paternity leave for up to six (6) months. Maternity/paternity leave may begin upon conclusion of any paid sick leave to which the parent is entitled under Article 22 of this Agreement; however, such leave must conclude for each parent within twelve months after the birth or adoption of the child. In those instances where both parents are covered by this provision, maternity/paternity leaves may be taken either concurrently or consecutively. The Employer may grant an extension of such leave upon request of the employee based on operational needs of the Employer.

Upon the birth of their child, or adoption of a newborn or special needs child, an employee may certify the need to use up to two (2) weeks of sick leave prior to the beginning of a maternity/paternity leave. The Employer shall consider requests for annual leave immediately prior or subsequent to maternity/paternity leaves in the same manner as requests for annual leave at other times.

- J. Benefit Continuation. Unit employees who are granted a leave of absence may elect to continue enrollment in the Group Basic and Major Medical Plan (or alternative plan) at the time the leave begins. Such unit employees shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. This provision shall be administered in conjunction with the LTD provisions of Article 24, Section E. Such unit employees may likewise elect to continue enrollment in the Group Dental Plan and/or Group Vision Plan for up to eighteen (18) months by paying the full amount of the premium.

- K. Family and Medical Leave Act Implementation. Except as otherwise provided by specific further agreement between the Union and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights

and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "Act"), as may be amended and its implementing Regulations ("FMLA" or "Act") which takes effect for the Scientific and Engineering bargaining unit on February 5, 1994.

1. Employee Rights. Rights provided to employees under the terms of the collective bargaining agreement are not intended to be diminished by this Section. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.
2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the applicable collective bargaining agreement.
3. Computation of the "Twelve Month Period". The parties agree that an eligible employee is entitled to a total of twelve work weeks of FMLA leave during the twelve month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve month period begins the first time leave is taken after completion of any twelve month period.
4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve work weeks during a twelve month period for one or more of the following reasons:
 - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter ("parental leave");
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care ("parental leave");
 - c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act ("family care leave");
 - d. Because of a serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee ("medical leave").
 - e. Because of certain military family leaves related to a qualifying exigency resulting from a call to active military duty, and care needs resulting from serious injury or illness incurred during active duty.
5. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U.S. Department of Labor has issued its revised final regulations implementing the Act effective January 16, 2009. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the Union and opportunity for the Union to meet to discuss the planned

changes. Such discussions shall not serve to delay implementation of any changes mandated by law.

6. Complaints. Employee complaints alleging that the Employer has violated rights conferred upon the employee by the FMLA are not grievances under the collective bargaining agreement(s) between the Union and the Employer. Any such complaints may be filed by an employee directly with the employee's Appointing Authority. The Union may, but is not obligated to, assist the employee in resolving the employee's complaint with the employee's Appointing Authority. Complaints involving the application or interpretation of the FMLA or its Regulations shall not be subject to arbitration under the collective bargaining agreement(s) between the undersigned Union and the Employer.

7. Eligible Employee. For purposes of FMLA Family Care Leave, eligible employees are those employees who have been employed by the Employer for at least twelve months and have worked at least 1,250 hours in the previous twelve months. An employee's eligibility for contractual leaves of absence remain unaffected by this Section, however, such leaves will count towards the employee's FMLA leave entitlement after the employee has been employed by the Employer for at least 12 months and has worked 1,250 hours during the previous twelve month period. Where the term "employee" is used in this Section, it means, "eligible employee". For purposes of FMLA leave eligibility "employed by the Employer" means "employed by the State of Michigan".

8. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled under the Act to a combined total of twelve work weeks of FMLA leave during a twelve month period.

9. General Provisions.
 - a. Time off from work for a qualifying purpose under the Act ("FMLA leave") will count towards the employee's unpaid leave of absence guaranteed as provided by an applicable collective bargaining agreement. Time off for family care leave will be as provided under the Act.

 - b. Employees may request and shall be allowed to use accrued annual, personal leave, compensatory time, and banked leave time to substitute for any unpaid FMLA leave.

 - c. The Employer may designate a Leave of Absence under Plan C of the Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA leave if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act, prior to the end of the leave. A Plan A reduced work schedule under the VWSAP may be designated by the Employer as an FMLA leave if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act.

- d. Employees may request to use accrued sick leave to substitute for unpaid FMLA leave for the employee's own serious health condition or serious health condition of the employee's spouse, child, or parent.
 - e. The Employer may temporarily reassign an employee to an alternative position at the same classification and level in accordance with the Collective Bargaining Agreement when it is necessary to accommodate an intermittent leave or reduced work schedule in accordance with the Act. Such temporary reassignment may occur when the intermittent leave or reduced work schedule is intended to last longer than a total of ten workdays, whether consecutive or cumulative. Whenever possible, the Employer shall make reasonable efforts to reassign employees within their current work location. For purposes of Layoff and Recall, employees shall be considered to be in the layoff unit applicable to the employee's permanent position. Upon completion of an FMLA leave, employees shall be returned to their original positions in accordance with the Act.
 - f. Second or third medical opinions, at the Employer's expense, may be required from health care providers where the leave is designated as counting against an employee's FMLA leave entitlement in accordance with the Act.
 - g. Return to work from an FMLA leave will be in accordance with the provisions of the Act and the collective bargaining agreement.
10. Insurance Continuation. Health Plan benefits will continue in accordance with the Act.
11. Medical Leave. Up to twelve work weeks of paid or unpaid medical leave during a twelve month period, granted pursuant to the collective bargaining agreement, may count towards an eligible employee's FMLA leave entitlement.
12. Annual Leave. When an employee requests to use annual or personal leave, and it is determined, based on information provided to the Employer by the employee or the employee's spokesperson (in the event the employee is incapacitated or otherwise designates a point of contact) that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's 12 work week FMLA leave entitlement if the time is either:
- a. To substitute for an unpaid intermittent or reduced work schedule; or
 - b. When the absence from work is intended to be for five or more work days.
13. Sick Leave. An employee may request to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that employees exhaust sick leave before a medical leave commences shall continue. In addition, employees will be required to exhaust sick leave credits down to 80 hours before a FMLA Family Care leave commences. If it is determined, based on information provided to the Employer by the employee or the employee's

spokesperson (in the event the employee is incapacitated or otherwise designates a point of contact) that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's 12 work week FMLA leave entitlement if the time is either:

- a. To substitute for an unpaid intermittent or reduced work schedule; or
- b. When the absence from work is intended to be for five or more work days. Annual leave or personal leave used in lieu of sick leave may be likewise counted.

14. Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. An employee's entitlement to parental leave will expire and must conclude within twelve months after the birth, adoption, or foster care placement of a child. However, in accordance with the Act, an eligible employee is only entitled to twelve work weeks of leave for foster care placement of a child. Contractual parental leave extensions beyond twelve months shall be administered as provided in an applicable collective bargaining agreement. Up to twelve work weeks of leave will be counted towards the FMLA leave entitlement. An employee may request to substitute annual or personal leave for any portion of the unpaid parental leave. Intermittent or reduced work schedules may only be taken with the Employer's approval.

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

A leave of absence with pay to provide disaster or emergency relief assistance may be granted to a bargaining unit employee who is skilled in emergency relief assistance and certified as a disaster services volunteer by the American Red Cross if the President or Governor has declared the disaster, and the American Red Cross has requested the services of the employee. The Governor must approve the paid leave of absence as provided in MCL 30.411a if the services are to be rendered outside this state; the Employer must approve the paid leave of absence if the services are to be rendered inside this state.

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

Article 24

FRINGE BENEFITS AND INSURANCES

Group Insurances.

Section A. Enrollment

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

Insurance elections made during the annual open enrollment process are effective the first day of the first full pay period in October, unless otherwise indicated.

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

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

Group insurance plan provisions shall be effective at the beginning of the first full pay period in October, unless otherwise specified.

Section B. Health Insurance

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

- The State Health Plan Preferred Provider Organization (SHP PPO)
- Health Maintenance Organization(s) (HMOs),

- A Catastrophic Health Plan

The aggregate cost for the SHP PPO and HMO's extending into 2020 must fall below the federal excise tax thresholds established by the IRS under PPACA. The aggregate cost which must be counted toward the applicable 2020 federal excise tax threshold will be calculated in accordance with IRS guidelines.

The Employer agrees to provide notice as soon as administratively feasible, but not later than July 15, 2019, of the SHP PPO rates and HMO rates for FY 20. If the aggregate cost for any one of the health insurance plans offered by the State for enrollment (the SHP PPO or any HMO's) extending into 2020 exceeds federal excise tax thresholds established by the IRS, the parties agree that beginning with the Flexible Spending Account (FSA) enrollment for calendar year 2020, the medical spending account option will be reduced or eliminated to maintain aggregate cost below the applicable 2020 federal excise tax thresholds, unless prohibited by law, or if doing so would invalidate the plan in whole or in part resulting in additional costs to the Employer and/or employees.

The SHP PPO shall include coverage for the following:

(1) Wellness and Preventive Coverage.

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

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

(2) Prescription Drugs.

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

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

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

(3) Second Surgical Opinions.

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

(4) Home Health Care.

A program of home health care and home care services to reduce the length of hospital stay and admissions shall be available at the employee's option. The service must be prescribed by an attending physician who must certify that the home health care services are being used instead of inpatient hospital care, and that the patient is confined to the home due to illness. Services shall be covered to the extent that they would have been covered if the individual had remained or been confined in the hospital.

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

(5) Hospice Care.

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

(6) Birthing Centers.

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

(7) Hearing Care Program.

The hearing care program will include audiometric exams, hearing aid evaluation tests, hearing aids and fitting subject to the applicable office call fee for the examination and shall be available once every thirty-six (36) months unless significant hearing loss occurs earlier and is certified by a

physician. When medically appropriate, binaural hearing aids are a covered benefit. See Appendix K-2.

(8) Weight Reduction

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

- (a) The employee or covered dependent is obese as defined by being more than one hundred (100) pounds overweight or more than fifty percent (50%) over ideal weight and weight loss clinic attendance is prescribed by a licensed physician, or
- (b) The employee or covered dependent is more than fifty (50) pounds overweight or more than twenty-five percent (25%) over ideal weight, has a diagnosed disease for which excess weight is a complicating factor, and weight loss clinic attendance is prescribed by a licensed physician.

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

(9) Durable Medical Equipment.

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

(10) Dependent and Long Term Nursing Care.

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

(11) Smoking Cessation.

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

(12) In-and-out-of-network process.

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

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

- Where there are not two (2) primary care physicians within fifteen (15) miles;
- Where there are not two (2) specialists within twenty (20) miles;
- Where there is not one (1) hospital within twenty-five (25) miles.

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

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

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

(13) Subrogation.

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

(14) Telemedicine.

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

Health Maintenance Organization (HMO).

As an alternative to the State Health Plan, enrollment in HMOs may be offered to those employees residing in areas where qualified licensed HMOs are in operation. HMO Coverage information is provided in Appendix K-2.

Section C. Dental Expense Plan.

(a) The State agrees to continue to offer dental plans. Coverage details, including premium share, co-pays, annual maximum and separate lifetime orthodontic maximum and effective dates are described in Appendix K-3. Plans offered will include:

- The State Dental Plan Preferred Provider Organization
- A Dental Maintenance Organization (More Dental Maintenance Organizations shall be explored)
- A Preventive Dental Plan

(b) Covered Dental Expenses: The Dental Expense Plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the Dental Expense Plan.

Coverage for the following services under each plan is listed in Appendix K-3

(1) Diagnostic Services:

Oral examinations and consultations twice in a fiscal year.

(2) Preventive Services:

Prophylaxis - teeth cleaning three (3) times in a fiscal year, four (4) times when medically necessary;

Topical application of fluoride for children up to age 19, twice in a fiscal year;

Space maintainers for children up to age 14.

Oral exfoliate cytology (brush biopsy) will be covered when warranted from a visual and tactile examination.

(3) Radiographs:

Bite-wing x-rays once in a fiscal year, unless special need is shown;

Full mouth x-rays once in a five (5) year period, unless special need is shown.

(4) Minor Restorative Services (fillings):

Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;

Gold inlay and outlay restorations.

(5) Major Restorative Services:

Onlays and crowns when the teeth cannot be restored with another filling material.

(6) Oral Surgery:

Extractions, including those provided in conjunction with orthodontic services;
Cutting procedures; Treatment of fractures and dislocations of the jaw.

(7) Endodontic Services: Root canal therapy;

Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth;

Periapical services to treat the root of the tooth.

(8) Periodontic Services:

Periodontal surgery to remove diseased gum tissue surrounding the tooth;

Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth and periodontal scaling to remove tartar from the root of the tooth;

Treatment of gingivitis and periodontitis-diseases of the gums and gum tissue.

(9) Bonding:

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

(10) Prosthodontic Services:

Repair or rebasing of an existing full or partial denture;

Initial installation of fixed bridgework;

Implants;

Initial installation of partial or full removable dentures (including adjustments for six [6] months following installation);

Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when five [5] years or more have elapsed since the date of the initial installation).

(11) Sealants:

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

(12) Orthodontic Services:

Minor treatment for tooth guidance;

Minor treatment to control harmful habits;

Interceptive orthodontic treatment;

Comprehensive orthodontic treatment;

Treatment of an atypical or extended skeletal case;

Post-treatment stabilization; Separate lifetime maximum of \$1,500 per each enrollee; Orthodontic services for dependents up to age 19; for enrolled employee and spouse, no maximum age. Orthodontic coverage shall be extended to each dependent up to age 25 if the dependent is a full-time student at an accredited institution.

(c) Dental At-Point-of-Service PPO

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

Section D. Vision Care Insurance.

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

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

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

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

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

(4) Eyeglass Lenses: Lenses are payable once every twelve (12) or twenty-four (24) months with an employee co-payment identified in Appendix K-4 for eyeglass lenses and frames. The standard lens size definition is 60 millimeters in diameter. If a larger lens is selected, the employee must pay for the additional expense attributable to lens size greater than 60 millimeters in diameter.

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

(6) Contact Lenses

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

Not Medically Necessary: The Plan will pay a maximum allowance identified in Appendix K-4 and the employee shall pay any additional charge of the provider for such contact lenses. The contact lens evaluation is included in the cost of the contact lens allowance.

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

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

(c) Plan payments for out of network providers are identified in Appendix K-4:

(d) Computer Glasses: Employees who are required to use computers and other digital devices or microfiche readers on a full-time basis shall be eligible for reimbursement for an initial Vision Testing Examination at rates provided herein on regardless of when they were last examined, or on an annual basis in conjunction with a routine eye exam.

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

(e) Safety Glasses: Employees who are required to use safety glasses on a full-time basis, as determined by the departmental employer, and who use prescription eyeglasses shall be eligible for a pair of prescription safety glasses at the benefit

level described in Appendix K-4. These lenses and frames are in addition to those provided under the Vision Care Insurance.

Section E. Long Term Disability Insurance.

Long Term Disability (LTD) shall continue to be provided under current practices. There shall not be a waiting/qualifying period for a recurrence of the same disability within a 90 calendar day period.

Effective October 1, 2005, the eligibility period for Plan II claimants who remain totally disabled shall be reduced from age 70 to age 65, or for a period of 12 months, whichever is greater.

Additionally, the benefit period for “mental/nervous” claims shall be limited to twenty-four (24) months from the beginning of the time a claimant is eligible to receive benefits. This limitation does not apply to mental health claims where the claimant is under in-patient care. These changes shall only apply to new claims made after September 30, 2005.

Effective October 1, 2002, the monthly maximum benefit will increase to \$5,000 for disabilities beginning after September 30, 2002.

- A. The Employer shall provide a rider to the existing LTD insurance program. All employees who are enrolled in the LTD insurance program shall be automatically covered by this rider. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of Health Insurance (or HMO) premiums while such employee is on LTD insurance for a maximum of six months for each covered employee. The Employer shall pay 100% of the cost of the premium for such rider. If not prohibited by the IRS, an employee whose LTD rider has expired may transfer immediately to a State-employee spouse’s health plan.
- B. Part-time and permanent-intermittent employees who work 40% or more of full time will be eligible for LTD benefits. Premiums for eligible less than full time employees shall be determined in accordance with the current LTD premium schedule for full time employees. The benefit level for employees who actually utilize the LTD benefit shall be based on the employee’s average biweekly hours worked the preceding fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the employee’s current hourly rate (the hourly rate in effect at the time the employee actually goes on disability leave). Eligibility for coverage shall be the first October 1 following completion of 12 months of employment or at subsequent open enrollment periods which may be established from time to time.
- C. An employee may “freeze” any sick leave accrued during the period when he/she is using up sick leave because of the disability which leads directly to receiving LTD benefits.

Section F. Life Insurance.

- (a) Employee Life:** The Employer shall provide a State-sponsored group life insurance plan which has a death benefit equal to two (2) times annual salary rounded up to the nearest \$1,000, with a minimum \$10,000 benefit. The Employer shall pay one hundred percent (100%) of the premium for this benefit. Less than full-time employees who are working 40% or more of full-time shall have their benefit level determined as if they were working full-time in a full-time position.
- (b) Dependent Life:** An employee may enroll legal spouse and/or eligible children in a dependent life insurance plan. Dependent children must be unmarried and between the ages of 14 days and 23 years. The age ceiling under the optional life insurance plan shall not apply to dependents who are documented as being incapacitated by a physical or mental impairment, provided coverage does not terminate for any other reason.

 - (1)** Employee pays one hundred percent (100%) of premium for optional dependent coverage via payroll deduction.
 - (2)** Employee may choose between seven (7) levels of dependent coverage:

 - (a)** Level one insures spouse for \$1,500 and children from age 15 days to 23 years for \$1,000.
 - (b)** Level two insures spouse for \$5,000 and children from age 15 days to 23 years for \$2,500.
 - (c)** Level three insures spouse for \$10,000 and children from age 15 days to 23 years for \$5,000.
 - (d)** Level four insures spouse for \$25,000 and children from age 15 days to 23 years for \$10,000.
 - (e)** Level five insures children only from age 15 days to 23 years for \$10,000.
 - (f)** Level six insures spouse for \$50,000 and children from age 15 days to 23 years for \$15,000.
 - (g)** Level seven insures children from age 15 days to 23 years for \$15,000.
- (c) Accidental Death Insurance:** The State shall provide a State-sponsored Accidental Death Insurance Plan which has a benefit of \$100,000 in case of an employee's accidental death in line of duty.

Section G. Continuation of Group Insurances.

(a) Upon Layoff.

- (1)** Employees who are laid off, at the time of layoff, may elect to continue enrollment in the SHP PPO (or alternative plan) and life insurance plan by paying the full amount (100%) of the premium. Such enrollment may continue until the

employee is recalled or for a period of three (3) years, whichever occurs first. Such employees may also elect to continue enrollment in the Group Dental (or alternative plan) and/or Group Vision Plans by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of eighteen (18) months, whichever occurs first. In accordance with Paragraph (2) of this Section, the Employer shall pay the Employer's share of such premiums for two (2) pay periods for employees selecting these options.

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

(b) Upon Leave.

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

(c) Continuation of Life Insurance Coverage in the Event of Total Disability.

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

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

The employee shall receive life insurance coverage fully paid by the Employer for as long as the employee is totally disabled. All premium payments made by the employee prior to establishing Total Disability shall be reimbursed to the employee.

The benefit level is the amount in force on the day the employee becomes totally disabled; however, if the employee is totally disabled on his/her 65th birthday, the employee shall be considered retired and the life insurance coverage shall be the same as if the employee had retired.

(d) Group Insurance Enrollment Upon Limited Term Recall.

All employees covered by this Agreement who accept limited term recall into positions in these Bargaining Units are eligible for enrollment in all group insurance plans in which they were enrolled at the time of layoff. Coverages in such plans shall be the same as the coverage at the time of layoff. Such employees shall not be considered as temporary (less than 720 hours) employees.

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

Section H. Group Auto and Homeowners Plan.

Employees in these Bargaining Units shall, upon completion of a successful bidding process, be eligible for enrollment in a group auto and homeowners plan with the employee to pay the entire cost of any premiums.

Section I. Voluntary Benefits.

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

Section J. Flexible Spending Accounts (FSAs).

Employees are eligible to participate in Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Service (IRS) Code except as provided in the 2015 Letter of Understanding titled "Federal Excise Tax Implications".

Section K. Labor Management Healthcare Committee.

The Union shall be entitled to continue to participate in statewide Labor Management Healthcare Committee meetings.

Article 24, Appendix K-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 mammography screening (covers digital mammography up to the standard film rate) ¹	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100%

¹ American Cancer Society guidelines apply

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 and telemedicine ²	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

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

² Telemedicine benefit is available effective beginning the first full pay period in October 2016.

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

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

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%

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

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			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

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 ³	Covered	Not covered	Check with your HMO

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 ⁴	Covered 50% up to 365 days per year	Check with your HMO; Inpatient services subject to deductible.
Mental Health Benefits – Outpatient, including Telemedicine ²	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% ⁵ Halfway House 100%	Covered 50% ⁵ Halfway House 50%	Check with your HMO; Inpatient services subject to deductible.
Alcohol & Chemical Dependency Benefits - Outpatient	\$3,500 per calendar year 90% of network rates 10% co-pay ⁶	\$3,500 per calendar year 50% of network rates ⁶	Check with your HMO

² Telemedicine benefit is available effective beginning the first full pay period in October 2016.

³ 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.

⁴ Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

⁵ 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.

⁶ \$3,500 per calendar year limitation pertains to services for chemical dependency only.

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

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Outpatient Physical, Speech, and Occupational 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

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 ⁷	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family
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

⁷ 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.

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.

Premium Sharing	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15%	85% ⁹

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.

Article 24, Appendix K-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

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Benefit Maximums	State Dental Plan*		DMO Plan	Preventive Dental Plan
	PPO	Premier		
Annual (12 months beginning on Oct. 1 st)	\$1,500	\$1,500	None	None
Lifetime Orthodontics	\$1,500	\$1,500	None	N/A

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 24, Section A, for premium sharing for less than full time employees.

Article 24, Appendix K-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 a 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 a 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 a maximum of \$43 minus \$7.50 co-pay (member responsible for any cost exceeding the difference).
Special lenses	100% of TPA approved amount minus \$7.50 co-pay	Not covered
Progressive lenses (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 any cost exceeding the difference).
Rose Tint #1 and #2 or Photochromatic Tint	100% of TPA approved amount minus \$7.50 co-pay	Not covered

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Frames	Participating Providers	Non-participating Providers
Eyeglass frames	\$100 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.		

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

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).

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VDT/CRT or Computer Glasses	Participating Providers	Non-participating Providers
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 to #2	100% of TPA approved amount	Not covered
Eyeglass frames	\$100 allowance (member responsible for any cost exceeding the allowance).	Up to \$38.25 allowance (member responsible for any cost exceeding the allowance).

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
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

Article 25

COMPENSATION

A. Rates of Compensation.

1. Fiscal Year 2016-2017.

- a. On October 1, 2016 the base hourly rate in effect at 11:59 p.m. on September 30, 2016, for each step in the Bargaining Units shall be increased by 1% (one percent).
- b. At the end of the first full pay period in October, 2016, each full-time employee who is on the payroll as of October 2, 2016, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2015, shall be paid a one-time cash payment of 1.5% of the annualized base hourly rate of pay in effect as of October 2, 2016, 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, 2015, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2015, and two thousand eighty (2080) hours, times 1.5% of the annualized base hourly rate of pay in effect as of October 2, 2016.

At the end of the first full pay period in October, 2016, or the first subsequent pay period in Fiscal Year 2016-17 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2016, and who was either: 1) on the payroll on October 1, 2015, 2) on furlough on October 1, 2015, 3) on seasonal layoff on October 1, 2015, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2015, and September 30, 2016, shall be paid a one-time cash payment which shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2015, and September 30, 2016, and two thousand eighty (2080) hours, times 1.5% of the annualized base hourly rate of pay in effect as of October 2, 2016

2. Fiscal Year 2017-2018.

On October 1, 2017, the base hourly rate in effect at 11:59 p.m. on September 30, 2017, for all steps in the pay ranges for all bargaining unit classifications shall be increased by three percent (3%).

3. Fiscal Year 2018-2019.

On October 1, 2018, the base hourly rate in effect at 11:59 p.m. on September 30, 2018, for all steps in the pay ranges for all bargaining unit classifications shall be increased by two percent (2%).

4. Rates Of Compensation.

Effective October 1, 2005, a new base step will be added to each level of each pay range which shall be the current base step minus the difference between the current base step and the first step. In the event that the creation of such a new base step results in an employee employed in this bargaining unit on January 1, 2005 being placed at a lower pay rate upon promotion than they would have received under the pay range structure in place on September 30, 2005, the Employer will utilize provisions of Civil Service Regulation 5.01 Section 3.d.3.a(3) to grant an additional step.

B. Longevity.

[See Appendix G]

C. Standby Pay. Any unit employee who is required in writing by the Employer to standby for recall to duty shall receive one (1) hour's pay for each five (5) hours of time spent on standby.

D. Call-Back Pay. Call-back is defined as the act of contacting an employee and requesting that the employee report for work and be ready and able to perform assigned duties at a time other than his/her regular work schedule. Call-back pay shall not be paid to employees whose call-back time is contiguous to their regularly scheduled hours.

In accordance with the provisions of this Article, call-back pay shall be paid as follows:

1. Employees at the 9 (IV) and 10 (V) levels shall be eligible for a minimum of two (2) hours call-back pay in the event such employees are called back to work.
2. Employees at the 11 (VI) level and above shall be eligible for a minimum of three (3) hours compensatory time in the event such employees are called back to work.

If an employee has been placed on standby as provided by this Agreement, and is called back during that time, standby pay shall cease at the point in time the employee is called back.

E. Shift Differential. Employees shall be paid a shift differential of five percent (5%) per hour above their base rate for all hours worked in a day if fifty percent (50%) or more of their regular schedule for that day falls between 4:00 pm and 5:00 am.

- F. Heights And Tunnels Premium. All unit employees shall be eligible for \$1.00 per hour premium for each hour worked for a minimum of four (4) hours per day, for work in:
1. High structures in excess of forty (40) feet, requiring the use of scaffolding or safety harnesses; work performed from "safety buckets" (aerial equipment) is not considered high structure work.
 2. Pressurized tunnels (new construction or reconstruction); work in "caissons" is not considered tunnel work.
- G. P-Rate. Eligibility for P-rate shall be in accordance with Bureau of Classification Procedure 13 in effect on the date this Agreement is approved by the Civil Service Commission.

An employee working in a "covered position" within the meaning of P.A. 302 of 1977, as amended is eligible for P-Rate. This provision shall become effective immediately upon approval of this Agreement by the Civil Service Commission.

- H. Jury And Witness Duty/Fees. An employee is entitled to administrative leave (time off with full pay) while serving on jury duty. To be eligible for administrative leave, the employee must reimburse the Employer any compensation received, excluding travel/meal reimbursement. The employee may elect to use annual leave, accrued compensatory time, or lost time and keep the compensation paid by the court. Upon being notified of jury duty, an employee shall provide notice to the Employer and thereafter advise the Employer of the jury duty schedule on a daily basis. When not selected for actual service, and only on call, the employee shall report for work as scheduled. To receive administrative leave, the employee must:
1. Provide a copy of the jury duty summons to his/her supervisor;
 2. Notify the supervisor of the jury duty schedule on a daily basis at or before the beginning of the employee's scheduled work day;
 3. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested;
 4. Submit the jury duty pay stub as soon as it is received together with a payment equal to the jury duty pay, in accordance with departmental procedures.

An employee requested or subpoenaed to appear before a court as a witness for the people is entitled to administrative leave (time off with full pay) provided that the employee certifies in writing the period of time of such appearance and for which such administrative leave is requested. Employees must reimburse the department for any witness fees received, up to the amount of their salary, and for any travel expenses allowed by the court. Employees will be reimbursed for any travel expenses in accordance with state standardized travel regulations.

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

will administrative leave be granted. Any authorized absence shall be charged to annual leave and the employee may retain any expenses or monies received from the court. If any court appearance is required as a result of conduct occurring in the course of employment where the employee had a reasonable basis for believing the alleged conduct was within the scope of his/her authority, the employee will be considered as being on duty.

- I. Pharmacists. Effective October 1, 1996 all pay rates applicable to Pharmacist classes in the bargaining unit shall be increased by \$1.00 per hour prior to implementation of the 1.0% general increase previously agreed.

Pharmacists shall be paid an additional 10 percent at all steps in the pay ranges effective October 1, 2005, prior to any across the board increase.

Additionally, effective October 1, 2005 an optional signing bonus may be paid to attract eligible pharmacists who possess skills that are in high market demand. A one-time lump sum bonus of up to \$2,500 may, at the employer's option, be paid to new hires. Current employees are not eligible for the bonus. The bonus will only be paid to secure a commitment from a highly qualified candidate and when filling hard-to-fill positions. The employee must agree to pay back the entire bonus including tax withholding thereon, if the employee leaves the department within one year of the appointment. Payback remittances are owed and payable in full within 30 calendar days of the termination date. Such remittance shall be taken as a negative gross pay adjustment from the employee's final pay warrant, if possible. The signing bonus is paid as a gross pay adjustment with the employee's first pay warrant.

Pharmacists with five (5) or more years of service as of November 1, 2006, will receive a one-time retention bonus. Such payment will be the gross sum of \$1,500 made on the first pay date in December 2006.

- J. Toxicologists. Effective October 1, 1996 Toxicologist classes shall be placed in the following pay ranges:

Level	Old Range	New Range
9	730	732
10	733	734
P11	735	737
12	738	741
Spl 12	738	741
Spl 13	742	744
Spl 14	745	746
Spl 15	746	747

If additional levels within the Toxicologist class series are created, the parties agree to meet to determine the appropriate pay range with the intent being to assign any

new Toxicologist levels to the pay ranges currently in use for the Epidemiologist class at the same level.

K. Forensic Scientists.

Effective October 1, 2005, forensic scientists shall be paid the gross sum of \$500 per year as a clothing/cleaning allowance. Such payment shall be made on the first pay date in December.

L. Effectuated Pay Rate Changes. The parties agree that pay rate changes as an employee moves from entry to intermediate to journey level classifications shall be as defined in the Civil Service Compensation Plan, Procedure 1, VI, except that historical patterns shall continue to apply notwithstanding the impact of lump sum or other general pay adjustments that have the effect of altering the historical pattern.

M. Severance Pay / Department of Health and Human Services. In recognition of the fact that the de-institutionalization of the Department of Health and Human Services resident population in hospitals and centers has resulted and will continue to result in the layoff of a large number of state employees, and in recognition of the fact that such layoffs are likely to result in the permanent termination of the employment relationship the parties hereby agree to the establishment of severance pay for certain unit employees. The severance pay shall be administered in accordance with the provisions of the Civil Service Compensation Plan and these provisions are incorporated into this Agreement by reference in their entirety.

Article 26

COMPENSATION UNDER CONDITIONS OF GENERAL EMERGENCY

- A. General Emergency. Conditions of general emergency include, but are not necessarily limited to, severe or unusual weather, civil disturbance, loss of utilities, physical plant failures, or similar occurrences. Such conditions may be widespread or limited to specific work locations.
- B. Administrative Determination. When conditions in an affected area or specific location warrant, state facilities may be ordered closed or, if closure is not possible because of the necessity to continue services, a facility may be declared inaccessible. The decision to close a state facility or to declare it inaccessible shall be at the full discretion of the Governor or his designated representative.
- C. Compensation in Situation of Closure. When a state facility is closed by the Governor or his designated representative, affected unit employees shall be authorized administrative leave for the period of the general emergency, or seven (7) calendar days whichever is less, to cover their normally scheduled hours of work during the period of closure. This provision shall not apply to employees who can be temporarily reassigned to another facility or are able to perform appropriate job responsibilities away from the facility.

Individual unit employees working at facilities ordered closed may still be required to work to perform essential services during the period of closure. When such is the case, the unit employee shall be compensated in the manner prescribed for employees who work under conditions of declared inaccessibility.

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

A unit employee who works at a state facility during the declared period of inaccessibility shall be paid his/her regular salary and, if overtime work is required, in accordance with the overtime provisions of this Agreement. In addition, such employees shall also be granted compensatory time off equal to the number of hours worked during the period of declared inaccessibility. Compensatory time shall not accrue at the premium rate.

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

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

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

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

Article 27

DEFERRED COMPENSATION

- A. Deferred Compensation I (Qualified 457 Tax Sheltered Plan). The Employer agrees to continue the Deferred Compensation I (457 Plan I) for bargaining unit employees.
- B. Deferred Compensation II (Qualified 401(k) Tax Sheltered Plan). The parties agree that all provisions and benefits of the "Michigan State Employee Deferred Compensation Plan II" (401-K PLAN II) shall continue for bargaining unit employees.
- C. Roth 401(k) Plan. The parties agree the provisions and benefits of the Roth 401(k) plan shall continue for bargaining unit employees.

Article 28

FLEXIBLE COMPENSATION PLAN

Employees in this bargaining unit shall be eligible for a pre-tax dollar deduction of group insurance premiums from gross pay.

Article 29

WORKING OUT OF CLASS

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

Article 30

MANAGEMENT RIGHTS

- A. It is understood and agreed by the parties that the Employer possesses the sole power, duty and right to operate and manage its departments, agencies, and programs and carry out constitutional, statutory and administrative policy mandates and goals. The powers, authority and discretion necessary for the Employer to exercise its rights and carry out its responsibilities shall be limited only by the express written terms of this Agreement, and then only to the extent so specifically limited. Any term or condition of employment other than the wages, benefits, and other terms and conditions of employment specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to determine, establish or modify.
- B. Management rights include, by way of illustration and not by way of limitation, the right without engaging in negotiations with the Union, to:
1. Determine matters of managerial policy, mission of the agency, budget, the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of temporary emergency, to take whatever action management deems necessary to carry out the agency's mission.
 2. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer.
 3. Determine the size and composition of the work force, determine the work of unit employees, determine the amount and type of work needed and, in accordance with such determination, relieve unit employees from duty.
 4. To devise the means and methods to continue its operations and to determine the methods and schedules of operation, the means, methods, and processes of carrying on the work including changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt rules and regulations affecting the operation of the work place.
 6. Determine without restriction the qualification of unit employees for any and all positions to be filled by the State.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new buildings, Departments, divisions or subdivisions thereof; and the location and/or relocation or closing of offices, Departments, divisions or subdivisions, buildings or other facilities.

8. Determine the financial policies, including all accounting and expenditure procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
10. To take whatever action deemed necessary to carry out governmental functions in event of emergency.

Article 31

NO STRIKE/NO LOCKOUT

- A. The Union recognizes the responsibility of the State to provide for uninterrupted services to the public. Therefore, for the duration of this Agreement, neither the Union, either individually or through its members, nor any unit employees covered by this Agreement, will authorize, instigate, condone, or take part in any strike, work stoppage, sit down, sit-in, slowdown or other concerted interruption of operations of services by unit employees, and unit employees will maintain the full and proper performance of duties in the event of a strike.
- B. When the Employer notifies the Union by certified mail that any unit employee(s) is (are) engaged in any such strike activity, the Union shall immediately inform such unit employees that such activity is violative of this Agreement and contrary to the Civil Service Rules and Regulations.
- C. The Employer agrees not to engage in any illegal lockout against unit employees.

Article 32

SUB-CONTRACTING

- A. The Employer recognizes its obligation to utilize bargaining unit employees in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual personal services in accordance with Civil Service Rules and Regulations.
- B. The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such sub-contracting upon bargaining unit employees.
- C. Whenever an agency's preliminary evaluation indicates contracting personal services may be in the best interests of the state and further evaluation is in order, the union will be sent written notification. The union may request a meeting with the Employer to discuss the issue.

Whenever the Employer intends to contract out or sub-contract personal services, or modify or renew such services, the Employer shall, as early as possible, but no later than the time the request is sent to Civil Service and at least fifteen (15) calendar days prior to implementation, give written notice of its intent to the Union. Such notice shall consist of a copy of all the documentation sent to Civil Service which shall include such matters as:

- 1. The nature of the work to be performed or the service to be performed;
 - 2. The proposed duration and cost of such sub-contracting;
 - 3. The rationale for such sub-contracting.
- D. The Employer shall upon written request, meet and confer with the Union over the impact of the decision upon the bargaining unit. Such discussions shall not serve to delay implementation of the Employer's decision.
 - E. Nothing provided in this Section shall prohibit the Union from challenging the planned contracting or sub-contracting before the Civil Service Commission, nor from appealing a departmental action which it alleges violates Civil Service Rules and Regulations. The Employer's decision to contract or sub-contract is not grievable under Article 9 of this Agreement and no arbitrator has jurisdiction over either the Employer's decision to contract or sub-contract or the approval by the Department of Civil Service of the Employer's request to contract.
 - F. If the request is a renewal of, or a new request for blanket pre-authorization of a particular service, the Union shall be noticed no later than the time the request is sent to Civil Service. This notice shall contain a copy of the request, and all related background materials sent to Civil Service.
 - G. Where no CS-138 is required, the Employer shall submit a copy of the contract to the Union, no later than ten week days prior to the execution of the contract.

Article 33

INTEGRITY OF THE BARGAINING UNIT

The Employer recognizes that the integrity of the bargaining unit is of significant concern to the employees and the Union. Bargaining unit work shall, except as provided below, be performed by bargaining unit employees. The Employer shall not assign bargaining unit work to employees outside of the bargaining unit except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties as provided in the Civil Service class specifications or to the extent that such assignment is a matter of customary practice. In no event shall such assignments be made for the purpose of reducing or eroding the Scientific and Engineering bargaining unit.

Article 34

JOINT LABOR-MANAGEMENT ACTIVITIES

- A. Disability Management. The parties agree that the issue of Disability Management is a complex and difficult one which requires study. In addition, disability management policies and programs, when fully implemented, may require changes in some of the provisions of this Agreement. This project includes both the project director and the project labor-management work group. Nothing in this Section is intended to preclude the parties from working, jointly or separately, to learn more about disability management and implementing mutually agreed upon programs. The parties agree that, in the event the state adopts a disability management program, the contract may be reopened for negotiations on this issue by mutual agreement.
- B. The parties agree that the following topics are of importance to both the bargaining unit and the Employer. As such, the parties will establish a committee consisting of the same number of Management and Union representatives in order to discuss these issues. At the request of either party, the committee will convene to meet and discuss any of the following topics as they affect the bargaining unit statewide:
1. Training and Education
 2. Health and Safety
 3. Technology and Equipment
 4. Supervisor/Employee Relations
- C. Administrative leave for unit employees to attend such conferences will be provided only for that number of unit employees mutually agreed upon between the Employer and the Union.

Article 35

DRUG AND ALCOHOL TESTING

The parties recognize that drug and/or alcohol abuse by an employee often contributes to less than satisfactory attendance and job performance, and may needlessly endanger the safety and well-being of other employees and members of the general public. The parties also recognize that one purpose of this article is to assist employees who may have a problem with drug or alcohol abuse.

A. Testing.

The employer may require an employee to submit to urinalysis drug screening or alcohol breath testing under the circumstances set forth below in sub-sections 1 through 5.

An employee may refuse to submit to a drug screening or alcohol test but the employee shall be warned that such refusal constitutes grounds for discipline equivalent to discipline imposed for a positive test result, and allowed an opportunity to submit to the testing as though the employee had originally complied with the order.

1. Preappointment Testing: An employee not occupying a test designated position shall submit to a urinalysis drug screening if the employee is selected for a test-designated position. The employee shall not perform any duties of a test designated position until the employee has submitted to and passed a drug screening. If the employee fails or refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample, the employee shall not be appointed or otherwise placed in the test designated position and will be ineligible for appointment to or placement in a test designated position for a period of three years. Also, the employee may be disciplined if the employee fails a drug test, refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample.
2. Random testing: An employee in a test designated position may be selected at random from a pool comprised of test designated positions covered by this Agreement. The number of urinalysis drug screenings performed at random each calendar year may not exceed a number equal to 15% (See LOU or page 157) of the number of test designated positions in the pool. The number of alcohol breath tests performed at random each calendar year may not exceed a number equal to 15% of the number of test designated positions in the pool. (See Letter of Understanding, Drug and Alcohol Testing.) If an employee is selected more than twice in a calendar year, the employer agrees to meet with the Union to share specific information used to select that individual and discuss any concerns raised by the Union regarding this information.
3. Reasonable suspicion testing: An employee may be required to submit to urinalysis drug screening or alcohol breath testing based on reasonable

suspicion. Reasonable suspicion means a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used drugs or alcohol in violation of this agreement or a departmental work rule. By way of example only, reasonable suspicion may be based upon any of the following:

- a. Observable phenomena, such as direct observation of drug or alcohol use or the physical symptoms or manifestations of being impaired by, or under the influence of, a drug or alcohol.
- b. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a credible source.
- c. Evidence that an individual has tampered with a drug test or alcohol test during employment with the State of Michigan.
- d. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs or alcohol while on duty, or while on the employer's premises, or while operating the employer's vehicle, machinery, or equipment.

The basis of support for the reasonable suspicion drug screening or alcohol test will be documented by a trained supervisor. An employee shall not be required to submit to a reasonable suspicion drug screening or alcohol test without the individualized expressed approval of the employer Designated Drug and Alcohol Testing Coordinator (DATC) or his/her designee.

4. Post Accident Testing: An employee in a test designated position shall submit to a drug test or an alcohol test if there is evidence that the employee in the test designated position may have caused or contributed to a serious work accident. A serious work accident is defined as an on-duty accident resulting in death, or serious personal injury requiring immediate medical treatment, that arises out of any of the following:
 - a. The operation of a motor vehicle
 - b. The discharge of a firearm
 - c. A physical confrontation
 - d. The provision of direct health care services
 - e. The handling of dangerous or hazardous materials
5. Follow-up Testing: An employee shall submit to unscheduled follow-up drug and/or alcohol testing if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a preappointment drug test, or was disciplined for violating the provisions of this Agreement and employer work rules.

The Employer may require an employee who is subject to follow-up testing to submit to no more than six unscheduled drug or alcohol tests within any twelve month period.

Test Designated Positions.

For purposes of this article, test designated positions are:

1. A safety-sensitive position in which the incumbent is required to possess a valid commercial driver's license or to operate a commercial motor vehicle, an emergency vehicle, or dangerous equipment or machinery.
2. A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.
3. A position in which the incumbent, on a regular basis, provides direct health care services to persons in the care or custody of the state or one of its political subdivisions.
4. A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.
5. A position in which the incumbent has unsupervised access to controlled substances.
6. A position in which the incumbent is responsible for handling or using hazardous or explosive materials.

Additional test designated positions in other classifications whose duties are not as provided in subsections 1 through 6 above shall be subject to the provisions of this article pursuant to secondary negotiations.

New classifications, or levels added to existing classifications, may include duties consistent with those identified for test designated positions in subsections 1 through 6 above. The Employer shall meet with the Union to review the new classification or level prior to requiring an employee in the new class to submit to testing under this article.

B. Drug and Alcohol Testing Protocol.

The Employer will adopt the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs as the protocol for drug testing and the U.S. Department of Transportation Procedures For Transportation Workplace Drug And Alcohol Testing Programs for alcohol testing.

After adoption of the protocol, and its implementation, the protocol shall not be subject to change except by mutual agreement of the parties and approved by the Civil Service Commission.

The parties agree to incorporate into this agreement the definitions contained in the U.S. Department of Health And Human Services Mandatory Guidelines For Federal

Workplace Drug Testing Programs, as may be amended, and in the U.S. Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing, as may be amended. In addition, the parties agree to define 'credible source' as:

"One who is trustworthy and entitled to be believed. One who is entitled to have his/her oath or affidavit accepted as reliable, not only on account of his/her good reputation for veracity, but also on account of his/her intelligence, knowledge of the circumstances, and disinterested relation to the matter in question. One who is competent to testify."

C. Union Representation.

Employees may confer with an available Union representative on site (if available on site), or through a telephone conference, whenever an employee is directed to submit to a reasonable suspicion alcohol or drug test, provided such contact will not unreasonably delay the testing process.

D. Review Committee for Drug and Alcohol Testing.

A committee consisting of three (3) representatives of the SEIU Coalition and three (3) representatives of the Employer shall meet prior to the implementation of the drug and alcohol testing program to review and discuss the testing procedures, collection methods, quality assurance, and other matters pertaining to the operation of the testing program. The review committee will also meet, upon request of either party, to review testing data and discuss problems related to the administration of the testing program. The committee may vote on matters it discusses. The committee's recommendations, if any, will be submitted to the Employer for its consideration. Recommendations voted on by the committee will be reported as "without recommendation" if based on 3-3-tie vote and as a "unanimous recommendation" for any vote other than 3-3.

E. Confirmation Alcohol Testing.

If an employee is tested for alcohol and is determined to have a blood alcohol level equal or greater than .02% in both the initial evidentiary breath test (EBT) and the confirmation evidentiary breath test, at the employee's option and at the employee's full cost, the employee may elect to have a second confirmation test carried out by drawing a sample of blood and submitting it for testing at an approved laboratory. This option is only available if the testing site where the two positive breath tests were conducted is equipped to draw the blood and either directly provide for its testing for level of blood alcohol or transport the sample to a laboratory which is certified to test the sample for level of blood alcohol. The protocol for such confirmation blood testing for alcohol (including but not limited to chain of custody, security, integrity and identity of sample, transportation to testing laboratory if required, reporting of results, etc.) shall be determined prior to initiation of alcohol testing under this article and shall be a topic for discussion in the committee established in this article. The employee shall remain off the job until the results of

the second confirmation test are provided to the Employer and may use available leave credits, if desired.

F. Self-Reporting.

An employee who voluntarily discloses to the Employer a problem with drugs or alcohol shall not be disciplined for such disclosure, if, and only if, the problem is disclosed before the occurrence of any of the following:

1. For reasonable suspicion testing, before the occurrence of an event that gives rise to reasonable suspicion that the employee has violated this agreement or a department work rule.
2. For preappointment testing, follow-up testing, and random testing, before the employee is notified to submit to a drug test or alcohol test.
3. For post-accident testing, before the occurrence of any accident that results in post-accident testing.

After self-reporting, the Employer shall permit the employee an immediate leave of absence, subject to the provisions of Article 23, Leave of Absence, to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug or alcohol test. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work.

An employee may take advantage of this provision no more than two times while employed in the classified service. An employee making a report is not excused from any subsequent drug or alcohol test or from otherwise complying in full with this article. An employee making a report remains subject to all drug and alcohol testing requirements after making a report and may be disciplined as the result of any subsequent drug or alcohol test, including a follow-up test.

Article 36

MISCELLANEOUS

A. Supplemental Employment.

1. Employees shall be permitted to engage in supplemental employment under the following conditions:
 - a. The supplemental outside employment must in no way conflict with the employee's hours of state employment or in quantity or interest conflict in any way with satisfactory and impartial performance of state duties.
 - b. The employee must secure the written approval of the appointing authority on an annual basis before engaging in any supplemental outside employment.
 - c. The employee must keep the appointing authority informed of contemplated changes in supplemental outside employment.
2. Notification. Notification of outside employment shall be given to the Employer at least ten (10) days before the commencement of said employment and prior to any changes in previously approved supplemental employment. Approval or disapproval, with reasons therefore, will be given by the employer within ten (10) days after receipt of the notification, or prior to the anticipated commencement date, whichever occurs first. Notification shall be made on forms prescribed by the department.
3. Cancellation. Should the Employer determine that an employee's supplemental employment interferes with his/her regular work, employment violates Civil Service Rules and Regulations, or is in violation of this Agreement, he/she will be given reasonable time to promptly terminate his/her supplemental employment before being disciplined, requested to resign state service, or involuntarily terminated.

B. Safety Shoes. When the Department requires that unit employees wear approved safety shoes, the Department will provide such approved safety shoes in accordance with departmental regulations. At the unit employee's option, if safety shoes are required, the Department shall reimburse the unit employees for the cost of approved safety shoes up to a maximum of \$200.00 during any twenty-four (24) month period of time.

C. The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Michigan Departments of Licensing and Regulatory Affairs and/or Department of Health and Human Services. The issue of the Employer providing other apparel, the purpose of which is to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing job duties, shall be a proper subject for secondary negotiations.

- D. Safety Glasses. If the Employer requires an employee to wear safety glasses, and the employee needs corrective lenses, the Employer shall furnish such glasses after the employee has presented the Employer with the required prescription. The employee shall bear the cost of any eye examination.
- E. Printing Costs. The Union and the Employer agree to pay for the number of contracts each party requests.
- F. Pre-Tax Payroll Deduction For Parking or Transportation Expenses. The parties have discussed the parking/transportation benefit authorized by the Internal Revenue Code, which allows employees to pay parking or transportation expenses out of pre-tax income under certain circumstances. Among the factors discussed was that taking advantage of the parking/transportation benefit reduces an employee's taxable income, and therefore could slightly reduce the amount of the employee's social security benefit.

The parties agree as follows:

1. For bargaining unit employees who pay for parking through payroll deduction, the Employer will implement the pre-tax payroll deduction benefit effective with the August 16, 2001 pay date. Prior to implementation, employees will be offered the opportunity to opt out of the benefit (i.e., to continue payroll deduction from after-tax income).
 2. As soon as administratively feasible, bargaining unit employees who do not have payroll deduction for parking will be offered the opportunity to establish an account for the purpose of reimbursing out-of-pocket parking expenses. The employee determines the amount of pre-tax income to set aside, and then submits parking receipts for reimbursement from this account.
 3. If permitted under the IRS Code, the Employer will offer the opportunity to establish pre-tax reimbursement accounts to bargaining unit employees who use van pools, buses, or other forms of mass transportation to commute to and from work. Additional research is required to determine whether this benefit can be offered.
- G. Where employees are required to wear identification badges, the employer shall provide protective covers for the badges at no cost to the employee.
 - H. Limited Term Appointments. When an employee has been in the same limited term appointment for 4,160 continuous service hours, the employee shall be made permanent, unless the employee is working in a project which has an established ending date. This provision shall not apply in the case of a continuing state classified employee who accepts an appointment to a limited term position, except as specified in Article 12, Section D.
 - I. Before parking rates are increased for bargaining unit employees, the Office of the State Employer will meet with the Union and provide information explaining the increase.

- J. Federal Bicycle Commuter Benefit. During the course of negotiations in 2011, the Office of the State Employer and SEIU Local 517M, Scientific and Engineering Unit, agreed to establish a joint committee for the purpose of reviewing benefits provided under the Federal Bicycle Commuter Benefit.

Article 37

DURATION AND TERMINATION OF AGREEMENT

- A. Provisions concerning wages (Article 25, Section A) and group insurances (Article 24, Appendix K-2, Appendix K-3 and Appendix K-4) during fiscal years 2017-2018 and 2018-2019 shall be opened by either party giving written notice to the other of its intent to bargain such provisions, on or after March 1, 2016 but no later than May 1, 2016.
- B. All other provisions effective January 1, 2016 shall be opened by either party giving written notice to the other of its intent to bargain such provisions, on or after March 1, 2018 but no later than May 1, 2018.

Letter of Understanding—ARTICLE 35

DRUG AND ALCOHOL TESTING

During the negotiations in 2004, the parties discussed reducing the percentage of employees who are subject to random drug and/or alcohol testing. The Employer agreed to reduce the number of random tests to 10% of the number of test-designated positions in the pool for a one-year period beginning in October 2005. If after one year there is a significant increase in the percentage of positive tests, the Employer reserves the right to return to 15%. If there is a significant reduction in the percentage of positive test results, the Employer will meet with the Union to discuss the issue of further reduction in the percentage of employees randomly tested.

For the Union

Edward A. Novak 10-28-04

For the Employer

Jan F. Miller 10-28-04

Letter of Understanding

UNION USE OF STATE'S E-MAIL SYSTEM

Where access to the state's e-mail system is otherwise available, the employer agrees to permit use of the state's existing e-mail system by union staff, union officers and union stewards for legitimate union business. Any use of the state's e-mail system by a bargaining unit employee for legitimate union business must take place on non-work time only, including the review of any such union materials transmitted.

All legitimate union business transmitted through the state's e-mail system must be clearly identified as a union communication in the subject line, and must be of a reasonable size, volume, and frequency. The employer shall have no liability to the union or an employee for the delivery or security of such transmittals.

No partisan political, or profane materials, or materials related to union elections, or materials defamatory or detrimental to the state, to the union, or to an individual employee, may be transmitted through the state's e-mail system. The employer reserves the right to block any and all such material. The state's e-mail system is not private and may be monitored at any time.

In the event the office of the state employer determines that the union's use of the state's e-mail system violates provisions of this letter of understanding, upon notice from the office of the state employer, the union shall promptly take steps to correct the violation. In the event of a repeat violation, the office of the state employer and the union shall meet and resolve the issue.

The program will continue for the duration of the agreement unless the office of the state employer identifies problems that cannot be resolved after meeting with the union. The office of the state employer reserves the right to cancel the program if the parties fail to resolve any identified problem(s).

For the Union
Cindy Kalinowski 11-04-04

For the Employer
Cheryl Schmittiel 11-04-04

Letter of Understanding

Banked Leave Time Program

1. Eligibility.

Permanent and limited-term, full-time, part-time, seasonal, and intermittent, probationary and non-probationary employees shall be required to participate in the banked leave time program (program). Non-career employees are not eligible to participate in the program.

2. Definitions and Description of Program.

An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's pay shall be reduced by four (4) hours per pay period for full-time employees, and by a pro rata number of hours for less than full-time employees. The employee will be credited with a like number of banked leave time (BLT) hours for each biweekly pay period.

3. Hours Eligible for Conversion to Program.

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of this Letter of Understanding, an employee shall not be able to accumulate in excess of 184 BLT hours. Accumulated BLT hours shall not be counted against the employee's annual leave cap, known as part a hours under the annual and sick leave program.

The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as annual leave, pursuant to Article 21.

4. Timing of conversion of unused program hours.

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

If the amount of a projected contribution would exceed the maximum amount allowable under section 415 of the internal revenue code (when combined with other projected contributions that count against such limit), the state shall first make a contribution to the employee's account within the State of Michigan 401(k) plan up to the maximum allowed, and then make the additional contribution to the employee's account within the State of Michigan 457 plan.

5. Insurances, Leave Accruals and Service Credits.

Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will continue as if the employee had received pay for the BLT hours. Premiums, coverage and benefit levels for insurance programs (including ltd) in which the

employee is enrolled will not be changed as a result of participation in the program. Employees shall incur no break in service due to participation in the program. The program is not intended to have an effect on the final average compensation calculations under the state's defined benefit plan nor the salary used for employer contribution calculations under the state's defined contribution plan.

6. Relationship to Plan A and Plan C.

Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

7. Term.

The program shall be effective the pay period beginning January 2, 2005. The pay reduction and accrual provisions of this letter of understanding shall be in effect through the pay period ending October 22, 2005 unless extended by mutual agreement of the parties.

For the Union	For the Employer
Edward A. Novak 10-28-04	Jan F. Miller 10-28-04

Letter of Understanding

Article 29—Working Out Of Class

During the negotiations in 2007, the parties acknowledge the Civil Service Commission's current rule identifying working out of class as a prohibited subject of bargaining. Accordingly, the parties jointly agreed not to conduct negotiations over the subject at this time.

In the event the Civil Service Commission Rule is amended to permit negotiating working out of class, the parties will commence negotiations, upon the request of the Union, and subject to such restrictions as the Civil Service Commission may establish. Previous language in Article 29 of the Agreement will be used as a starting basis for negotiations.

FOR THE UNION
Cindy Mason

FOR THE EMPLOYER
Cheryl Schmittiel

Letter of Understanding
SEIU Local 517M—Scientific and Engineering Unit
Commercial Drivers License

In accordance with Public Act 346 of 1988, a valid Commercial Drivers License (CDL) is required in order to perform certain duties. The parties agree the following provisions apply to Scientific and Engineering Bargaining Unit employees who volunteer to be assigned duties that require possession of a CDL, and who are so assigned those duties by the employer.

- A. The employer will reimburse the cost of obtaining and renewing the required CDL group license and endorsements for those employees in positions where duties requiring such license and endorsement(s) are assigned. License and endorsement requirements will be determined by management.
- B. The employer will reimburse, on a one time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test. Where a skills test is required, the employee will be permitted to utilize the appropriate state vehicle.
- C. Employees shall be eligible for one grant of administrative leave to take the test to obtain or renew the CDL. Should the employee fail the test initially, the employee shall complete the necessary requirements on non-work time.
- D. Employees who fail required tests may seek a 90 day extension of their current license. The employer shall not be responsible for any fees associated with such extensions.
- E. Employees required to obtain a medical certification of fitness in order to perform duties requiring a CDL shall have the "Examination to Determine Physical Condition of Drivers" form filed in their medical file. A copy of the medical "Examiners Certificate" shall be placed in their personnel file. The employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.
- F. Employees who do not meet the required physical standards but who are otherwise qualified for a CDL may apply for a waiver to the Motor Carrier Appeal Board.
- G. An employee who is assigned duties requiring a CDL is subject to the drug and alcohol testing provisions for a safety-sensitive position in accordance with Article 35 of the Collective Bargaining Agreement and existing department policy, procedures, and work rules.
- H. Whenever a CDL is referred to in this Letter of Understanding, it is understood to mean the CDL and any required endorsements).

Agreement Between
_____The State of Michigan and SEIU 517M, Scientific and Engineering Unit_____

Nothing herein limits the employer's right to require the possession of a CDL where the assigned duties so require.

Any issues of concern that may arise over the implementation of this Letter of Understanding are appropriate subjects to address in a labor management conference in accordance with Article 6 of the Collective Bargaining Agreement.

For the Union	For the Employer
Cindy Mason 4/28/08	Cheryl Schmittiel 4/28/08

Letter of Understanding
SEIU Local 517M, Scientific and Engineering Unit
And State of Michigan, Office of the State Employer
Joint Healthcare Committee

During the 2011 negotiations, the parties discussed the mutual goal of designing and implementing health care plans, including ancillary plans, that effectively manage costs and that work to keep members healthy. To that end, the Employer and the Unions will convene a Joint Healthcare Committee (the "Committee") whose charges will include, but not be limited to:

- a. Analysis of current plan performance identifying opportunities for improvement;
- b. Investigate potential savings opportunities from re-contracting pharmacy or other carrier contracts;
- c. Review the current specialty pharmacy program and identify best-in-class specialty programs to use as a benchmark;
- d. Analyze current HMO plans to determine if they are a cost-effective means of providing high quality health care;
- e. Investigate impact on outcomes and costs of Value Based Benefit Designs;
- f. Identify opportunities for cost-containment programs and carve out programs;
- g. Investigate opportunities to save costs by modifying or otherwise limiting medical, professional and pharmacy networks;
- h. Review current chronic care management programs to determine effectiveness as well as ongoing member compliance;
- i. Investigate work place health and wellness programs and make recommendations with the goal of educating and motivating employees toward improved health and wellbeing;
- j. Make recommendations to increase voluntary participation in health and wellness screenings and benefits included in current health plans;
- k. Identify educational opportunities relative to facility and professional provider quality data, as well as designated centers of excellence.

As mutually agreed by the parties, independent subject matter experts and consultants may be called upon to assist the Committee in carrying out their charges.

Within 30 days of the effective date of the Agreement, each union shall appoint a representative to serve on the Committee and the Employer shall designate up to four representatives. The Committee will be jointly chaired by a representative designated by OSE and a representative designated by the Unions.

Agreement Between
_____The State of Michigan and SEIU 517M, Scientific and Engineering Unit_____

Monthly meetings of the Committee shall be scheduled with the first being held no later than 45 days following the effective date of the Agreement.

For the Union

For the Employer

Letter of Understanding
SEIU Local 517M, Scientific and Engineering Unit
And State of Michigan, Office of the State Employer
New Solutions Committee

During the 2011 negotiations, the parties discussed the role of labor management cooperation and collaboration in providing more efficient delivery of services to the citizens of Michigan. The parties recognize that the efficient delivery of services to the public should be mindful of the cost effectiveness, quality of delivery, accountability and public interest. The discussion encompassed the Unions' New Solutions Report, which encourages all stakeholders to work together in an open dialogue manner to achieve best in class public service.

The parties agreed to approach the New Solutions Report jointly with the goal of facilitating the development of positive programs relative to the effective use of resources. Such effective use of resources may include self-directed work teams or other empowerment initiatives as agreed by the parties to provide front line workers with the support needed to effectively perform their jobs.

The parties recognize that Lean Optimization can be a valuable tool in achieving the effective use of resources. Lean Optimization has the simple goal of helping state government work better for both its customers and its employees. Lean practices rely on joint participation between employees and management at all levels within the State. World class service cannot occur without such employee involvement.

Within sixty (60) days of the effective date of the Collective Bargaining Agreement, a New Solutions Committee will be established to explore innovative solutions to deliver better customer service and pursue better value from those who deliver the services. Each of the Coalition Unions may designate two (2) representatives to meet with the Office of the State Employer. Representatives from the Departments and/or the Civil Service Commission may participate as needed. The Committee will determine the meeting schedule and agenda. The parties agree on the value of utilizing outside independent facilitators trained in business lean practices and will explore funding alternatives to engage mutually agreed upon lean consultants.

For the Union

For the Employer

Letter of Understanding

NEOGOV

During the course of negotiations in 2013, the parties discussed the changes in the technology related to the hiring process; specifically, the NEOGOV system. The parties agree to explore the use of this technology for mutually beneficial opportunities in order to streamline the transfer request process. The parties also agree to explore the use of NEOGOV for the recall process.

Any changes that would modify the Collective Bargaining Agreement would be implemented in a separate Letter of Understanding that would be submitted to the Civil Service Commission for approval.

For the Union

For the Employer

Date

Date

Letter of Understanding

Article 4

Dues Deduction and Voluntary Representation Fee

During 2013 negotiations, the parties recognized that challenges have been made to the application of Public Act 349 of 2012 (the public sector “right to work” law) to employees in the classified service. The parties also recognize that challenges have been made to the overall legality of Public Act 349. This contract amends Article 4 to be consistent with Public Act 349.

If Public Act 349 is held to be unconstitutional, repealed or in any way modified by a state or federal court of final jurisdiction, the language in Article 4 of this contract shall revert to the language of Article 4 of the 2011-2013 contract.

For the Union

For the Employer

Date

Date

Letter of Understanding

Article 20, Paid Holidays

During the course of negotiations in 2013, the parties discussed the volunteer/inverse seniority assignment procedure when bargaining unit work is necessary on a State observed holiday. In accordance with Article 20, Section B(1)(a), a holiday that falls on a Saturday shall be observed on the preceding Friday, and a holiday that falls on a Sunday shall be observed on the following Monday. The parties agreed to establish a work group for the purpose of discussing the assignment procedure in the Department of Community Health Newborn Screening Unit when bargaining unit work is necessary on an actual holiday that falls on a Saturday or Sunday.

The parties agree that the work group will begin meeting three (3) months from the effective date of this agreement. The work group will consist of up to four (4) bargaining unit members and up to four (4) Management representatives.

Any changes that would modify the Collective Bargaining Agreement would be implemented in a separate Letter of Understanding that would be submitted to the Civil Service Commission for approval.

For the Union

For the Employer

Letter of Understanding

Pilot Program for Veterinarian Signing Bonus

Effective October 1, 2016 a pilot program will be implemented in the Michigan Department of Agriculture and Rural Development to attract highly qualified candidates when filling hard-to-fill positions. An optional signing bonus may be paid to attract eligible veterinarians possessing skills that are in high market demand. A one-time lump sum bonus of up to \$5,000 may, at the employer's option, be paid to new hires. Current employees are not eligible for the bonus. The bonus will only be paid to secure a commitment from a highly qualified candidate and when filling hard-to-fill positions.

The employee must agree to pay back the entire bonus including tax withholding thereon, if the employee leaves the department within one year of the appointment. Payback remittances are owed and payable in full within 30 calendar days of the termination date. Such remittance shall be taken as a negative gross pay adjustment from the employee's final pay warrant, if possible. The signing bonus is paid as a gross pay adjustment with the employee's first pay warrant.

The pilot program will continue for the duration of the Agreement.

Letter of Understanding

Federal Excise Tax Implications

The aggregate cost for the SHP PPO and HMO's extending into 2018 must fall below the federal excise tax thresholds established by the IRS under PPACA. The aggregate cost which must be counted toward the applicable 2018 federal excise tax threshold will be calculated in accordance with IRS guidelines.

The parties agree to meet to convene the Joint Health Care Committee no less than monthly beginning January 2016. The Committee shall jointly share the most recent information available, subject to change, including total premiums (employer and employee share) and employee pre-tax medical Flexible Spending Account (FSA) contributions in the aggregate cost.

The Committee shall also discuss various plans to maintain health care costs. Discussions shall include updates on the IRS regulations relative to the excise tax as well as all options to stay below the threshold.

Current deductibles and out of pocket maximums, as well as other plan provisions will also be discussed. Additionally, the parties will consider other options to maintain costs prior to plan design changes and/or reductions to the medical spending accounts.

It is the intent of the parties that the Joint Health Care Committee will utilize all options to avoid the excise tax. However, in the event such collaboration does not result in avoiding the excise tax, the parties will negotiate the terms of the health insurance plan with an end result that will provide the costs stay below the excise tax threshold.

The employer agrees to provide notice as soon as administratively feasible, but not later than July 13, 2017, of the SHP PPO rates and HMO rates for FY 18. If the aggregate cost for any one of the health insurance plans offered by the State for enrollment (the SHP PPO or any HMO's) extending into 2018 exceeds federal excise tax thresholds established by the IRS, the parties agree that beginning with the Flexible Spending Account (FSA) enrollment for calendar year 2018, the medical spending account option under Article 24, Section J, will be reduced or eliminated to maintain aggregate cost below the applicable 2018 federal excise tax thresholds, unless prohibited by law, or if doing so would invalidate the plan in whole or in part resulting in additional costs to the employer and/or employees.

Letter of Understanding

Wellness

During the 2015 negotiations, the parties discussed a number of issues relative to health care cost containment, including the impact of the excise tax contained within the Patient Protection and Affordable Care Act, PPACA.

These negotiations included discussing programs designed to target wellness in a manner that would be beneficial to the workers and could result in decreased costs to the group insurance program.

It is the intent of the parties to begin immediate discussions within the Joint Health Care Committee on the wellness concepts and identified during those negotiations.

LETTER OF UNDERSTANDING

SEIU 517M Scientific and Engineering Unit

Recruitment and Retention

Within 60 days of the effective date of the Agreement, the parties agree to establish a committee comprised of three representatives from the SEIU 517M Scientific and Engineering Unit, as designated by the Union, and three Employer representatives, as designated by the Office of the State Employer.

The committee will review issues identified by the Union related to recruitment and retention, which may include compensation schedules, for classification(s) as mutually agreed to by the parties. Independent Subject Matter Experts may be called upon to assist the committee in reviewing the identified recruitment and retention issues.

The first meeting of the committee will be held no later than 90 days following the effective date of the Agreement. Thereafter, the committee will schedule meetings every other month or more frequently as determined by the parties.

Findings that involve mandatory subjects of bargaining will be referred to the Director of the Office of the State Employer and the SEIU 517M Scientific and Engineering Unit leadership for possible action during the 2018 negotiations.

Appendix A

CLASSIFICATION LISTINGS

Aeronautic Specialist-2 13	Engineering Specialist 2 13
Aquatic Biologist Spl. 3 14	Engineering Spl. 3 14
Aquatic Biologist-A 12	Engineering Spl. 4 15
Aquatic Biologist-E 10	Env Sanitarian Spl 2 13
Aquatic Biologist-E 9	Env. Sanitarian Spl. 3 14
Aquatic Biologist-E P11	Env. Sanitarian-E 10
Aquatic Biology Spl 2 13	Env. Sanitarian-E 9
Archaeologist Specialist 2 13	Environmental Engineer Lic-A 12
Archaeologist-A 12	Environmental Eng Lic Spl 2 13
Archaeologist-E 10	Environmental Eng Lic Spl 3 14
Archaeologist-E 9	Environmental Engineer Spl 2 13
Archaeologist-E P11	Environmental Engineer Spl 3 14
Architect Specialist-2 Lic 13	Environmental Engineer-A 12
Architect Specialist-3 Lic 14	Environmental Engineer-E 10
Architect-A 12	Environmental Engineer-E 9
Architect-E 10	Environmental Engineer-E P11
Architect-E 9	Environmental Quality Alt-A 12
Architect-E P11	Environmental Quality Alt-E 10
Aviation Specialist-A 12	Environmental Quality Alt-E 9
Aviation Specialist-E P11	Environmental Quality Alt-E P11
Building Construction Spl 2 13	Environmental Quality Spl 2 13
Building Construction Spl 3 14	Environmental Quality Spl 3 14
Building Construction Supt-A 12	Environmental Quality Spl 4 15
Building Construction Supt-E 9	Environmental Sanitarian-A 12
Building Construction Supt-E 10	Environmental Sanitarian-E P11
Building Construction Supt-E P11	Epidemiologist 10
Clinical Hlth Scientist Spl-2 13	Epidemiologist Spl. 2 13
Clinical Hlth Scientist Spl-3 14	Epidemiologist Spl. 3 14
Clinical Hlth Scientist Spl-4 15	Epidemiologist Spl. 4 15
Dairy Industry Scientist-A 12	Epidemiologist-A 12
Dairy Industry Scientist-E P11	Epidemiologist-E P11
Dairy Industry Specialist 2 13	Facilities Engineer-A 12
Dairy Industry Specialist 2 14	Facilities Engineer-E 9
Dairy Industry Scientist-E 10	Facilities Engineer-E 10
Dairy Industry Scientist-E 9	Facilities Engineer-E P11
Engineer-A 12	Facility Engineering Lic Spl 2 13
Engineer-E 10	Facility Engineering Lic Spl 3 14
Engineer-E 9	Fisheries Biologist-A 12
Engineer-E P11	Fisheries Biologist-E 10
Engineering Lic Specialist 13	Fisheries Biologist-E 9
Engineering Lic Specialist 3 14	Fisheries Biologist-E P11
Engineering Lic Specialist 4 15	Fisheries Biology Spl 2 13

Fisheries Biology Spl 3 14	Land Surveyor-A 12
Food Industry Scientist-A 12	Landscape Design Specialist-2 13
Food Industry Scientist-E 10	Landscape Design Specialist-3 14
Food Industry Scientist-E 9	Landscape Designer-A 12
Food Industry Scientist-E P11	Landscape Designer-E 10
Food Industry Specialist 2 13	Landscape Designer-E 9
Food Industry Specialist 3 14	Landscape Designer-E P11
Forensic Scientist-A 12	Meteorologist-E 9
Forensic Scientist-E 10	Meteorologist-E 10
Forensic Scientist-E 9	Meteorologist-E P11
Forensic Scientist-E P11	Meteorologist-A 12
Forest Management Spl 2 13	Meteorology Specialist-2 13
Forest Management Spl 3 14	Meteorology Spl. 3 14
Forester-E 10	Metrologist-A 12
Forester-E 9	Metrologist-E 10
Forester-E P11	Metrologist-E 9
Forester-A 12	Metrologist-E P11
Geologist-E 9	Metrology Specialist-2 13
Geologist-E 10	Metrology Specialist-3 14
Geologist-E P11	Microbiologist Specialist 2 13
Geologist-A 12	Microbiologist Spl. 3 14
Geology Specialist 2 13	Microbiologist-A 12
Geology Spl. 3 14	Microbiologist-E 9
Industrial Hygienist Spl-2 13	Microbiologist-E 10
Industrial Hygienist Spl-3 14	Microbiologist-E P11
Industrial Hygienist Spl-4 15	Pharmacist Specialist-2 13
Industrial Hygienist-A 12	Pharmacist Specialist-3 14
Industrial Hygienist-E 9	Pharmacist-A 12
Industrial Hygienist-E 10	Pharmacist-E 10
Industrial Hygienist-E P11	Pharmacist-E P11
Laboratory Evaluation Spl-A 12	Physicist Specialist 2 13
Laboratory Evaluation Spl-E 9	Physicist Spl. 3 14
Laboratory Evaluation Spl-E 10	Physicist-A 12
Laboratory Evaluation Spl-E P11	Physicist-E 9
Laboratory Scientist Spl 2 13	Physicist-E 10
Laboratory Scientist Spl 3 14	Physicist-E P11
Laboratory Scientist-A 12	Plant Industry Scientist-A 12
Laboratory Scientist-E 9	Plant Industry Scientist-E 9
Laboratory Scientist-E 10	Plant Industry Scientist-E 10
Laboratory Scientist-E P11	Plant Industry Scientist-E P11
Land Surveyor Licensed-A 12	Plant Industry Specialist 2 13
Land Surveyor Spl Lcnsd-2 13	Plant Pathologist Spl. 2 13
Land Surveyor Spl. Licensed-3 14	Public Utilities Eng Spl 2 13
Land Surveyor-E 9	Public Utilities Eng. Spl. 3 14
Land Surveyor-E 10	Public Utilities Engineer-A 12
Land Surveyor-E P11	Public Utilities Engineer-E 9

Agreement Between

_____The State of Michigan and SEIU 517M, Scientific and Engineering Unit_____

Public Utilities Engineer-E 10
Public Utilities Engineer-E P11
Research Biologist-A 12
Research Biologist-E 10
Research Biologist-E 9
Research Biologist-E P11
Research Biology Spl 2 13
Research Biology Spl 3 14
Resource Analyst-A 12
Resource Analyst-E 9
Resource Analyst-E 10
Resource Analyst-E P11
Resource Specialist 2 13
Resource Specialist 3 14
Resource Spl. 4 15
Soil Science Specialist 2 13
Soil Science Spl. 3 14
Soil Scientist-A 12
Soil Scientist-E 10
Soil Scientist-E 9
Soil Scientist-E P11
Statistician Specialist-2 13
Statistician Specialist-3 14
Statistician-A 12
Statistician-E 10
Statistician-E 9
Statistician-E P11
Toxicologist-A 12
Toxicologist-E 9
Toxicologist-E 10
Toxicologist-E P11
Toxicology Specialist 2 13
Toxicology Spl. 3 14

Transportation Eng Lic-A 12
Transportation Eng Lic Spl 2 13
Transportation Eng Lic Spl 3 14
Transportation Eng Lic Spl 4 15
Transportation Engineer-A 12
Transportation Engineer-E 9
Transportation Engineer-E 10
Transportation Engineer-E P11
Transportation Plan Spl 2 13
Transportation Plan Spl 3 14
Transportation Planner-A 12
Transportation Planner-E 9
Transportation Planner-E 10
Transportation Planner-E P11
Veterinarian-A 12
Veterinarian-E P11
Veterinary Specialist-2 13
Veterinary Spl. 3 14
Wildlife Biologist Spl 2 13
Wildlife Biologist Spl 3 14
Wildlife Biologist-A 12
Wildlife Biologist-E 10
Wildlife Biologist-E 9
Wildlife Biologist-E P11

NOTE: As defined by the Civil Service Commission:

A = Advanced
E = Entry (9),
Intermediate (10),
Experienced (P11)

Appendix C-1

DEPARTMENT OF AGRICULTURE SAFETY AGREEMENT

Section 1: General

The Department of Agriculture (MDA) and the Michigan Professional Employees Society (MPES), mutually agree the goal is to provide a safe and healthful working environment for all unit employees. Both management and unit employees shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Agriculture shall make reasonable efforts to provide a safe work environment and eliminate recognized hazards in accordance with applicable statutes, regulations, and established industry standards.

Section 2: Rule Compliance

All unit employees shall comply with written safety rules and procedures established by the Michigan Department of Agriculture and/or Division management, and with rules established on an emergency basis. Such emergency rules shall be committed to writing at the earliest practicable time.

Section 3: Designation of MPES Safety Representatives

The Department agrees to establish a Departmental Safety Committee as specified in Appendix B. MPES shall be entitled to designate a unit employee as the MPES Safety Representative to serve on the Departmental Safety Committee and one alternate. This representative or the alternate is entitled, without loss of pay and with proper notice to his/her supervisor, to resolve safety issues with the Department managers on behalf of unit employees in accordance with the procedures outlined in Section 4 of this Article.

To maximum extent possible, the preparation of written requests in accordance with Section 4 will take place on the non-work time of both the MPES Safety Representative and the unit employee with the safety issue.

Section 4: Procedure for Safety Issues

If a unit employee has a safety issue, he/she will discuss it first with his/her immediate supervisor. The supervisor will provide a verbal response as soon as possible but no later than five (5) days after the discussion.

If not satisfied with the supervisor's response, the unit employee shall, within 10 days of response, submit a written request for action to the Division Director, explaining the problem and a suggested solution. The Division Director will investigate and provide a written approval, denial, or plan of action to the unit employee within 10 days of receipt of the request, forwarding a copy to MPES.

If not satisfied with the Division Director's response, the unit employee shall within 10 days of receiving the response submit a request for action to the MPES Safety Representative. Upon request, the Division Director will meet with the MPES Safety Representative and/or Society Representative. Any resolution of the safety request shall

be confirmed in writing and signed by the Division Director, the requesting unit employee, and the Society. Such resolution shall not be grievable.

Failing resolution with the Division Director, the unit employee and MPES Safety Representative may submit a request for action to the Departmental Safety Committee with copies of the original written request, the Division Director's response and a statement on why the response was not acceptable. The Departmental Safety Committee will review the request and make a recommendation to the Department Director. The decision of the Department Director will be issued in writing. Upon mutual agreement of the Employer and the unit employee or the Society, time limits may be extended.

A unit employee who has reasonable cause to believe he/she is in imminent danger or loss of life or serious bodily injury may remove himself or herself from the situation to notify their immediate supervisor or higher authority, after taking reasonable measures to protect the public, other employees and/or Departmental property. The supervisor or higher authority will immediately correct the situation to the extent possible and/or temporarily reassign the employee to another location or work assignment.

Nothing in this Article shall be interpreted so as to prevent MPES or its designated safety representative from providing assistance in the filing of requests made under this Section, or to prevent the filing of a grievance where there is alleged violation of the agreement. The Department agrees that no retributive action will be taken against a unit employee who exercises his/her rights under this Article.

The Department's compliance with this Article is contingent on the availability of funds. If the Department is unable to immediately implement a safety measure, the Department shall make a positive effort to obtain the necessary funds.

Failure of the Department to implement safety measures agreed to under this Section shall be grievable in accordance with the provisions of Article 9 of the MPES primary agreement.

Section 5: Safety Equipment and Protective Clothing

The Department reserves the right to require employees to use safety equipment properly and to wear required protective clothing. Failure to do so may result in discipline. Safety equipment and protective clothing that is required by the Department or the Division Director shall be furnished to the employee by the Department. The Department shall provide necessary training for the use of required safety equipment.

Section 6: Establishment of Temporary Safety Committee

The parties mutually agree to establish a temporary MPES/Department of Agriculture Safety Committee, comprised of four (4) Unit employees appointed by the Society and four (4) representatives appointed by the Department. The purpose of this temporary committee is to discuss and seek solutions for the safety issues of concern listed in Appendix A. Recommendations of the temporary committee shall be submitted to the appropriate Department authority, together with supporting documentation. In the event the parties are unable to reach resolution within the time frame prescribed below, all outstanding items in Appendix A may be submitted to the Grievance procedure at the Third Step in accordance with the Primary Agreement.

Committee members will be appointed and the first meeting held within four (4) weeks of the effective date of this secondary agreement. It is the intent of the parties to establish subcommittees comprised of one unit employee and one department member each to address certain specific issues from Appendix A, bring their recommended solution(s) to the full committee. The Committee will meet bi-weekly for a minimum period of two months to resolve concerns in Appendix A until the Departmental Safety Committee is fully operational. Meetings may be cancelled or moved to another date by mutual agreement. Each unit employee appointed to this temporary committee shall receive administrative leave for meetings of the committee and subcommittee to which he/she is assigned.

After the termination of the temporary committee general safety discussions may be conducted under Article VI of the primary agreement.

Section 7: Duration and Termination

This Health and Safety Article, entered into this 26th day of February, 1986, between the Michigan Professional Employees Society and the Department of Agriculture, shall take effect upon ratification by the Society and Civil Service Commission.

Appendix A for Department of Agriculture Safety Agreement

PLANT INDUSTRY DIVISION

Equipment Needs

Eye protection
Face protection
Hardhats and liners
Chemical resistant gloves
Chemical resistant boots
Safety Shoes
Respirators
Dust masks
Air packs
Transport cases
Chemical resistant suits
Sampling equipment
Bee suit

ENVIRONMENTAL DIVISION

Equipment Needs

Hardhats and liners
Safety Shoes
Working alone
Working in remote areas

LABORATORY DIVISION

Equipment Needs

Eye washes
Chemical resistant gloves
Eye and face protection
Pipetting aids

Problems

Bee sting kits
 Carts for moving gas treated hives
 Explosion proof flashlights
 Dog repellent

Problems

Working at heights
 Dust
 Explosive atmospheres
 Machinery which may catch clothing
 Air quality in confined spaces

Training

Pesticide handling, sampling, application, clean-up, site re-entry
 Fire safety
 Self-defense, how to avoid dangerous situations
 First aid
 CPR
 Safe driving

Other

Periodic cholinesterase tests and health screening for pesticide exposure
 Working alone
 Working in remote areas
 Threat of assault

Storage of flammable liquids
 Housekeeping
 Electrical outlets on fume hoods
 Adequacy of fume hoods
 Ventilation (fumes "drift" around the building)
 Storage of equipment and reagents in fume hoods

Training

First Aid
 CPR
 Handling accidents and spills

STATE CAR USERS

Equipment

Fire extinguishers
 Radios
 Rear window defoggers

Training

Safe driving

Problems

Transporting propane tanks
 Transporting hazardous materials

A Departmental Safety Committee is to be established in MDA containing a representative from each union (MPES, MSEA, UTEA, UAW) and a volunteer who is a member of the Business and Administrative bargaining unit and 5 management representatives. It will meet bi-monthly or more frequently if needed. If no items are placed on the agenda at least seven calendar days in advance of a scheduled meeting, such meeting will not be held.

The charge to the Departmental Safety Committee is as follows:

1. Develop an overall MDA safety policy for the approval and issuance by the Director's office.
2. Review existing safety procedures and work rules to determine where revisions or new safety procedures and work rules are needed.
3. With the concurrence of the Director's office on #2 above, coordinate with the Divisions to facilitate the drafting of necessary safety procedures/work rules.
4. Review safety concerns and documentation brought to it from time to time by

Agreement Between
_____The State of Michigan and SEIU 517M, Scientific and Engineering Unit_____

members of management or employees regarding safety equipment or potentially hazardous situations. Make recommendations to the Director's office regarding preferred alternatives including supporting documentation.

Signed original of this letter is on file with either MPES or OSE

Letter of Understanding
SECTION 3

It is agreed by the parties that MPES will designate one unit employee to the Departmental Safety Committee and one alternate to serve in the absence of the appointed member. However, if in secondary negotiations during the term of this contract another exclusive representative negotiates more than one member on the Departmental Committee, MPES will be entitled to equal representation.

IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional Employees
Society

Phillip Thompson

George Sabolish

***Signed original of this letter is on file
with either MPES or OSE***

For the Department of Agriculture

Sandra J. Yonker

Appendix C-2

HEALTH AND SAFETY AGREEMENT FOR THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH (Subsequently Renamed the Michigan Department of Health and Human Services)

A. GENERAL

1. The Health and Human Services Agency affirms its responsibility for the health and safety of Department staff during the conduct of official business. The Department shall be in compliance with applicable health and safety standards, including those prescribed by the Michigan Occupational Safety and Health Act, as amended, and standards promulgated thereunder.
2. The Department has the responsibility to ensure healthful and safe conditions in its facilities; and the responsibility to instruct employees to comply with prescribed healthful and safe operating rules and procedures. Written health and safety rules and procedures shall be provided to each employee.
3. Employees shall have the responsibility to:
 - a. Comply with established health and safety rules and procedures.
 - b. Report all unhealthful or unsafe working conditions to the Department of Health and Human Services.
 - c. Report, on a form prescribed by the Department of Health and Human Services, all injuries or illnesses incurred during the performance of their job responsibilities.
 - d. Upon entering the premises or confines of an establishment which has health and safety rules or procedures requiring its own employees to wear or use personal protective equipment, devices, and/or clothing, to comply with said rules of the establishment.
4. Employees who fail to comply with established Department health and safety rules and procedures may be subject to appropriate disciplinary action, for just cause.
5. In order to carry out its responsibilities and to minimize health and safety risks, the Department will furnish, without cost to the employee, health and safety equipment, devices, and clothing which have been determined to be necessary, by management, for the performance of employees' work responsibilities. Issues pertaining to the maintenance and issuance of health and safety equipment shall be proper subject of labor-management conferences.

B. HEALTH AND SAFETY COMMITTEE

1. The Union and the Department hereby adopt, except as otherwise provided in this agreement, the Bureau of Laboratories Health and Safety Manual (or their respective successor).
2. The Union shall endeavor to appoint, as its representative to the Bureau of Laboratories Health and Safety Committee, an employee with knowledge and expertise in occupational health and safety. The Union may also appoint an alternate representative who may attend Bureau of Laboratories Health and Safety Committee meetings in the absence of its representative.

The Union's representative to the Bureau of Laboratories Health and Safety Committee shall be granted administrative leave for the purpose of attending meetings of the Committee.

- a. Any alleged or potential health and safety hazard shall be referred to the Bureau of Laboratories Health and Safety Officer for investigation and recommendations to the Bureau of Laboratories Health and Safety Committee. The Health and Safety Officer shall render, in a timely fashion, the findings and conclusions of the Department of Health and Human Services in such matters. If such findings are reduced to writing, the Department shall provide a copy of the document to the Union.
- b. Any alleged or potential health and/or safety hazard which is not resolved in a timely manner, to the satisfaction of the Union, may be referred, for investigation and recommendations, to recognized experts, including but not limited to, the National Center For Disease Control; the State Fire Marshal; and the Michigan Department of Licensing and Regulatory Affairs. Recommendations from recognized experts, to whom an alleged or potential health and safety hazard has been referred, shall be considered as appropriate subject matter for labor-management conferences.

An allegation of failure to correct an alleged or potential health and/or safety hazard, to the Union's satisfaction, may be timely grieved by the Union beginning at Step 2 of the grievance procedure.

C. UNION NOTIFICATION

1. The Union's office shall be notified of any and all prescheduled health and/or safety related inspections to be conducted at Department of Health and Human Services work sites where Union members are employed.
 - a. The Union may designate a member to accompany said inspector(s).
 - b. The Union member, accompanying the inspector(s), shall be granted administrative leave for the time spent on the inspection(s).
 - c. The Department shall furnish to the Union, forthwith, a copy of any and all written documents resulting from said inspections at work sites and associated common areas where Union members are employees.

2. The Department shall notify the Union of any proposed change to the Bureau of Laboratories Health and Safety Manual (or their respective successor) which may infringe upon any existing right accorded to Union members, as specified therein.
 - a. The Union may request a labor-management conference to discuss any proposed change to the Health and Safety Manual.
 - b. In the event that the issue of infringement upon an existing right accorded to Union members, as specified in the Health and Safety Manual, cannot be resolved in a labor-management conference, the Union reserves the right to grieve in accordance with the collective bargaining agreement.

D. DURATION

This health and safety agreement, entered into this first day of April, 2002, between the Michigan Public Employees, SEIU Local 517M and the Department of Health and Human Services, shall take effect upon ratification by the Union and the Civil Service Commission.

For the Michigan Public Employees,
SEIU Local 517M
Cindy Kalinowski 04-01-02

For the Michigan Department of
Community Health
Allen Sipes 04-01-02

Appendix C-3

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY—MICHIGAN
PROFESSIONAL EMPLOYEES SOCIETY—HEALTH AND SAFETY AGREEMENT**

SECTION 1. GENERAL

The Department of Environmental Quality (DEQ) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit employees. Both management and bargaining unit employees shall cooperate to identify unsafe working conditions and practices and work toward their elimination. Management shall make every effort to provide a safe work environment and eliminate recognized hazards in accordance with all federal, state and local health and safety laws and regulations. The parties recognize that retaliation for identifying health and/or safety hazards is unacceptable and appropriate corrective measures shall be taken for such action(s).

SECTION 2. HEALTH AND SAFETY COMMITTEE

The parties agree to establish an MPES/DEQ Health and Safety Committee comprised of up to three (3) MPES members and an equal number of management representatives. The Parties may mutually agree to add additional members.

The Committee shall be co-chaired by an MPES Representative and the Department Health and Safety Representative. The Committee shall meet quarterly, or more frequently if mutually agree, to address any health and safety concerns of the Scientific and Engineering Unit Employees within the DEQ. Meetings shall be subject to reasonable scheduling, and Unit Employees shall receive administrative leave for attendance at meetings, participation, necessary travel, and reasonable preparation for all Committee activity. The Committee shall submit written recommendations to the Department for proposed implementation. The Department shall respond to the Committee within 10 work days and make every effort to implement the Committee's recommendations within 90 calendar days, or respond in writing to the Committee Co-Chairs as to a suitable time schedule for implementation, any suggested modification(s), or reasons for non-implementation.

The Department Health and Safety Representative shall provide MPES with a current list of all DEQ Division Health and Safety Coordinators and Building/Facility Managers on a quarterly basis. Any questions or concerns about health and safety issues should be directed through the immediate supervisor first. If no satisfactory resolution is obtained, the Unit Employee(s) should contact their Division Health and Safety Coordinator. If no satisfactory resolution is obtained at that level, the Unit Employee(s) should contact the Department Health and Safety Representative or an MPES Staff Representative. Whenever possible, a follow-up response shall be made to the Unit employee who raised the question/issue, with a copy to MPES describing what actions were taken by the Department to resolve the immediate concern.

SECTION 3. TRAINING

The Department recognizes the importance and benefits of training for Unit employees in the area of Health and Safety and shall make every effort to make such training available to staff (i.e., CPR/Basic First Aid, Ergonomics, Indoor Air Quality, Workplace Violence, Dealing with Difficult People).

SECTION 4. BUILDINGS

The Department shall make every effort to maintain buildings or facilities occupied by Unit employees in accordance with the Michigan Occupational Safety and Health Act (MIOSHA) standards and reasonable efforts to maintain good housekeeping and maintenance practices.

Every reasonable effort will be made to have pesticide spraying or the use of chemical agents that may get into the ventilation system conducted after business hours and/or on weekends to allow sufficient time for the area to be ventilated. If such spraying or use of chemical agents must occur during business hours, management shall provide at least 24 hours notice to Unit employees stating (when available) the activity, the location, duration, and the availability of Materials Safety Data Sheets (MSDS).

When major renovation or reconstruction of a building or portion thereof is planned, potentially affected members shall receive prior notice of such work. Unit employee concerns may be addressed through the Labor/Management Conference forum.

SECTION 5. HEPATITIS B / INFECTIOUS MATERIALS VACCINATIONS

The MPES/DEQ Health and Safety Committee shall review types of duties performed by Unit employees and identify those duties which may cause a substantial risk of exposure to infectious materials. Unit employees who perform these duties may be scheduled by the Department to receive the appropriate vaccination series to prevent infection at no cost to the employee. This review shall be completed by the second regularly scheduled quarterly meeting of the Committee. In those cases where a Unit employee has been exposed to Hepatitis B or other infectious materials in the course of their employment, the Department shall provide the necessary post-exposure testing and treatment.

SECTION 6. PROTECTIVE CLOTHING

The Department may provide exterior winter clothing suitable for work duties to Unit employees whose duties require that they be routinely exposed to winter temperatures.

This Health and Safety Agreement, entered into 26th day of June, 1996 between the Michigan Professional Employees Society and the Department of Environmental Quality, shall take effect upon ratification by the Society and the Civil Service Commission

Signed original of this Agreement is on file with MPES and/or OSE

Appendix C-4

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES—MICHIGAN
PROFESSIONAL EMPLOYEES SOCIETY—HEALTH AND SAFETY AGREEMENT**

Section 1: General

The Department of Natural Resources (DNR) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit employees. Both management and unit employees shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Natural Resources DNR shall endeavor to provide a safe and healthful work environment and eliminate recognized hazards.

Section 2: Health and Safety Committee

The Parties agree to establish an MPES/Department Health and Safety Committee comprised of up to three (3) MPES members and an equal number of management representatives. The Parties may mutually agree to add additional members.

The Committee shall meet as needed to address any health or safety concerns of the Scientific and Engineering Unit employees within the DNR. The Committee shall not, however, meet more frequently than monthly unless MPES and DNR mutually agree. Meetings shall be subject to reasonable scheduling, and Unit employees shall receive administrative leave for participation, necessary travel, and reasonable preparation for all committee activity.

Section 3: Resolution of Problems

The Parties agree to reduce to writing any recommendations for resolution of health or safety concerns and forward them to the appropriate Division Chief(s) with a copy to the Department Safety Officer and appropriate Department Deputy.

Division Chief(s) shall endeavor to implement recommendations of this joint Health and Safety Committee within thirty (30) days, or respond in writing to the Committee as to a suitable time schedule for implementation, any suggested modification(s), or reasons for non-implementation. Copies of this response shall be provided to Department Safety Officer and Department Director.

Health and Safety issues that cannot be satisfactorily resolved by the joint Health and Safety Committee shall be subject to the Labor/Management Conference provision of the MPES/OSE Agreement.

For the Michigan Professional
Employees Society
Cindy Mason
Phillip Thompson

For the Department of Natural
Resources
Riley Lentz

Appendix C-5

MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY—MICHIGAN DEPARTMENT OF STATE POLICE—HEALTH AND SAFETY AGREEMENT

SECTION A: GENERAL

1. The Department of State Police recognizes its responsibility to maintain a safe and healthful work place and will make reasonable efforts to do so.
2. The Department of State Police will operate in accordance with all federal, state and local health and safety laws and regulations.

SECTION B: FORENSIC SCIENCE DIVISION SAFETY POLICY

1. The Forensic Science Division Safety Policy shall be as outlined in the Forensic Science Division Safety Manual or its subsequent revision/update.
2. Additions to the Division Safety Policy may be locally established if the Employer determines that there exists a condition and/or situation unique to a given laboratory.
3. The Department of State Police shall furnish to each unit employee and the Society an electronic copy of the Forensic Science Division Safety Policy, including any applicable additions.
4. Unit employees who fail to comply with provisions of the Forensic Science Division Safety Policy, and/or procedures, including those governing safety equipment or clothing may be subject to disciplinary action.

SECTION C: TRAINING

1. At times and locations determined by the Employer, the Department of State Police shall train unit employees assigned to the Forensic Science Division in basic first aid and CPR (Cardio-Pulmonary Resuscitation) every other year. This training shall be tailored towards incidents that may occur in the Forensic Science Division. Forensic Science Division unit employees shall be exempted from this training only upon presentation to the Employer of comparable certification. Failure to complete such training shall not be considered as failure to provide the necessary training by the Employer.
2. At times and locations determined by the Employer, periodic laboratory safety training shall be provided to all Forensic Science Division unit employees. This training will be provided as part of the orientation process for new employees, and other courses may be available upon request. Such requests, including topic desired and suggested date and time, shall be submitted to the Safety Officer and forwarded to the Laboratory Director.
3. Unit employees shall be considered on duty (except as provided herein) for purposes of travel to and participation in any of the above-cited training. Failure to

complete all phases of the training provided may, at the discretion of the Employer, require the employee to utilize leave credits for such training.

4. Content of the above-cited training shall be subject to the operational needs of the Employer.
5. Administration of the above-cited training shall be subject to the availability of funds. The Department shall make a good faith effort to procure such funds.

SECTION D: SAFETY EQUIPMENT AND CLOTHING

1. The Department shall furnish, without cost to the unit employee, safety equipment and clothing required by the Employer.
2. The Department shall make available to each unit employee, upon request and without cost, safety glasses suitable to wear over prescription glasses while in the laboratory. Such safety glasses will be the Norton 180 or other similar model.
3. Unit employees shall exercise reasonable care in the use of Employer furnished safety equipment.
4. The Department shall provide appropriate instruction or training in the proper use of required safety equipment.
5. The Department shall endeavor to maintain all departmental safety equipment in accordance with manufacturers' recommendations.
6. The Department shall furnish three (3) scrub suits to each unit employee in the DNA and Serology units. The Department as guided by health and safety law, including law as it pertains to blood born pathogens may require the wearing of the scrub suits. Upon request the Department shall furnish the scrub suits to Forensic Science bargaining unit employees not required to wear them but who chose to wear them on a voluntary basis. These will be provided at no cost to the unit employees as noted above and shall be laundered at the employer's expense. Scrub suits shall be replaced as needed but not less than every two years if requested by the employee. Shoe and boot protectors will also be provided at no cost to the unit employees.

The unit employees who have been furnished scrub suits and shoe/boot protectors shall be required to wear this additional protective clothing, plus laboratory coats, in accordance with the biohazard specimen handling procedures outlined in Official Order 120.

SECTION E: SAFETY EQUIPMENT FAILURE

1. If the On-Site Safety Officer is apprised of a safety equipment failure, the Safety Officer shall immediately notify management and request a labor management meeting to effectuate a resolution.

SECTION F: HEPATITIS B VACCINE

1. The Employer shall make Hepatitis B Vaccine available to all unit employees of the Forensic Science Division pursuant to existing state and federal law. The vaccine shall be administered by licensed medical practitioners selected by the Employer. A follow up blood test will be given to verify the presence of anti-bodies.

SECTION G: SAFETY CONCERNS

1. Safety concerns of unit employees shall be addressed as provided for in departmental policies subject to the following:

- a) On-Site Safety Officers shall be qualified volunteers and will be other than the work site supervisor. If a qualified volunteer is unavailable, the position shall be filled as specified in the Forensic Science Division Official Order 120. This position shall be filled by that individual for a minimum of one year and a maximum of three years if the unit employee did not volunteer. The On-Site Safety Officer and their immediate supervisor shall work together to coordinate the work load between safety duties and regular caseload.

The Department shall provide a list of duties to the On-Site Safety Officer. The duties of the On-site Safety Officer and priorities of the duties may change based on operational need. The Department will revise the list as needed.

A unit employee will report a safety concern to the On-Site Safety Officer either verbally or in writing.

- b) The On-Site Safety Officer will investigate the concern and respond in writing within 10 working days of notification.
 - c) If, within 10 working days, the matter is not resolved by the On-Site Safety Officer, the unit employee shall report the concern in writing to the division director with copies to the laboratory director and the division's safety officer.
 - d) The division director will investigate and report the results of the investigation in writing by interoffice correspondence to the unit employee with 10 working days of the conclusion of the investigation.
 - e) Failure to respond within the designated time shall entitle the unit employee to proceed to the next step of this procedure.
2. Safety concerns of unit employees which are not resolved under Paragraph 1 may be discussed in Labor-Management Conferences as provided for in Article 6 of the primary Agreement.
 3. The provisions of this section shall supersede all other procedures for raising safety concerns and shall be invoked prior to use of the grievance procedure. The grievance procedure may be timely invoked after efforts under Paragraph 2 have failed to resolve a safety issue.

Appendix D

SHIFT ASSIGNMENTS COVERING—SCIENTIFIC AND ENGINEERING BARGAINING—UNIT EMPLOYEES WORKING FOR THE DEPARTMENT OF MENTAL HEALTH—[Renamed Department of Community Health; Subsequently Renamed Department of Health and Human Services]

When it is determined that operational needs require the assignment of work hours that are different from the work shifts as defined in Article 19 of the MPES/State of Michigan Primary Agreement, such assignments of bargaining unit employees shall be made as follows:

- A. Any proposed schedule changes for bargaining unit employees outside the work shifts defined in Article 18 of the MPES/State of Michigan Primary Agreement shall be reduced to writing by the facility and distributed to affected bargaining unit employees.
- B. Affected bargaining unit employees within the facility will be given up to five (5) work days to reach voluntary agreement as to which employees shall work specific available schedules. Decisions reached in this manner shall be reduced to writing and presented to the individual designated by the facility within the five (5) working day period.
- C. In the event no voluntary agreement is presented to the facility designee, bargaining unit employees will select available work schedules based on seniority, as defined in Article 11 of the primary agreement in the following manner:
 1. The affected bargaining unit employee, in seniority order, beginning with the most senior, shall have the opportunity to select his/her preferred work schedule and notify the facility designee within five (5) work days after the facility has notified employees that assignments will be made based on seniority.

In the event some schedules remain open the facility designee shall assign employees to the remaining available schedules.
- D. Bargaining unit employees shall be allowed to bid on any new or vacated schedules within their class, level and facility if the facility intends to fill the position. Such positions bid on will be filled based on seniority.
- E. Bargaining unit employees of equal qualifications may voluntarily agree to switch work schedules with other bargaining unit employees of the same class, level and facility. Such voluntary agreements will be subject to supervisory approval, however, shall not be unreasonable denied.
- F. Any affected bargaining unit employees work schedules shall be determined according to this secondary agreement within twenty (20) work days after ratification of this agreement.

This does not preclude changes in work schedules within the term of this agreement.

- G. It is understood by the parties that the intent of this secondary agreement is to determine the method of scheduling bargaining unit employees for consistent work schedules (as opposed to rotating work schedules). Requests for rotating work schedules may be implemented by mutual agreement of the parties. If agreement is not reached the issue will be subject to negotiation between MPES and the Department at the request of either party.
- H. The terms of this secondary agreement shall continue in full force and effect through December 31, 1990 unless modified by mutual agreement or negotiation between MPES and the Department of Community Health (formerly Mental Health).

Phillip Thompson
MPES 7/22/88

Thomas E. Adams
DMH 7/22/88

MPES/DMH Secondary Bargaining Team

Edward Novak
Richard Kujda

Jeff Fiszbein
Bonnie Weitzel

Signed original of this letter is on file with either MPES or OSE

Appendix E-1

STATEWIDE RECALL REQUEST FORM—SCIENTIFIC/ENGINEERING UNIT

NAME: _____ Emp ID# _____

TELEPHONE: _____ CURRENT CLASS/LEVEL: _____

Article 12 (Layoff and Recall) of the Agreement between the State of Michigan and the SEIU 517M provides laid off employees certain rights to recall. The following information is essential in protecting your rights. You will be considered for recall only to those positions in classifications and locations you have indicated on this form. This form must be completed and delivered to the department personnel office within seven days of the effective date of your layoff.

I agree to accept recall to positions as indicated below:

- Any position in my current classification and level (Primary Class).
- Any position in a classification in the bargaining unit in which I have achieved Civil Service status (Secondary Class).
- I am interested in being considered for appointment to positions, for which I may be qualified, in the following classifications:

- 1. _____ 3. _____
- 2. _____ 4. _____

I understand that appointment to such a position shall be subject to Civil Service certification requirements and that it is my obligation to take the necessary steps to have my name placed on a "referral" list for the above classifications. I wish to be placed on recall lists and to be considered for appointment to positions in the counties I have indicated below:

- | | | | | |
|-------------------------------------|---|-------------------------------------|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Alcona | <input type="checkbox"/> Clare | <input type="checkbox"/> Iosco | <input type="checkbox"/> Marquette | <input type="checkbox"/> Otsego |
| <input type="checkbox"/> Alger | <input type="checkbox"/> Clinton | <input type="checkbox"/> Iron | <input type="checkbox"/> Mason | <input type="checkbox"/> Ottawa |
| <input type="checkbox"/> Allegan | <input type="checkbox"/> Crawford | <input type="checkbox"/> Isabella | <input type="checkbox"/> Mecosta | <input type="checkbox"/> Presque Isle |
| <input type="checkbox"/> Alpena | <input type="checkbox"/> Delta | <input type="checkbox"/> Jackson | <input type="checkbox"/> Menominee | <input type="checkbox"/> Roscommon |
| <input type="checkbox"/> Antrim | <input type="checkbox"/> Dickinson | <input type="checkbox"/> Kalamazoo | <input type="checkbox"/> Midland | <input type="checkbox"/> Saginaw |
| <input type="checkbox"/> Arenac | <input type="checkbox"/> Eaton | <input type="checkbox"/> Kalkaska | <input type="checkbox"/> Missaukee | <input type="checkbox"/> Sanilac |
| <input type="checkbox"/> Baraga | <input type="checkbox"/> Emmet | <input type="checkbox"/> Kent | <input type="checkbox"/> Monroe | <input type="checkbox"/> Schoolcraft |
| <input type="checkbox"/> Barry | <input type="checkbox"/> Genesee | <input type="checkbox"/> Keweenaw | <input type="checkbox"/> Montcalm | <input type="checkbox"/> Shiawassee |
| <input type="checkbox"/> Bay | <input type="checkbox"/> Gladwin | <input type="checkbox"/> Lake | <input type="checkbox"/> Montmorency | <input type="checkbox"/> St. Clair |
| <input type="checkbox"/> Benzie | <input type="checkbox"/> Gogebic | <input type="checkbox"/> Lapeer | <input type="checkbox"/> Muskegon | <input type="checkbox"/> St. Joseph |
| <input type="checkbox"/> Berrien | <input type="checkbox"/> Grand Traverse | <input type="checkbox"/> Leelanau | <input type="checkbox"/> Newaygo | <input type="checkbox"/> Tuscola |
| <input type="checkbox"/> Branch | <input type="checkbox"/> Gratiot | <input type="checkbox"/> Lenawee | <input type="checkbox"/> Oakland | <input type="checkbox"/> Van Buren |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Hillsdale | <input type="checkbox"/> Livingston | <input type="checkbox"/> Oceana | <input type="checkbox"/> Washtenaw |
| <input type="checkbox"/> Cass | <input type="checkbox"/> Houghton | <input type="checkbox"/> Luce | <input type="checkbox"/> Ogemaw | <input type="checkbox"/> Wayne |
| <input type="checkbox"/> Charlevoix | <input type="checkbox"/> Huron | <input type="checkbox"/> Mackinac | <input type="checkbox"/> Ontonagon | <input type="checkbox"/> Wexford |

Agreement Between
_____The State of Michigan and SEIU 517M, Scientific and Engineering Unit_____

- | | | | |
|------------------------------------|---------------------------------|-----------------------------------|----------------------------------|
| <input type="checkbox"/> Cheboygan | <input type="checkbox"/> Ingham | <input type="checkbox"/> Macomb | <input type="checkbox"/> Osceola |
| <input type="checkbox"/> Chippewa | <input type="checkbox"/> Ionia | <input type="checkbox"/> Manistee | <input type="checkbox"/> Oscoda |
| <input type="checkbox"/> | | | |

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list. Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the Appointing Authority for recall purposes.

Employee Signature

Date

Appendix E-3

**DEPARTMENT OF HEALTH AND HUMAN SERVICES—S&E UNIT DEPARTMENTAL
RECALL FORM**

I wish to be placed on recall lists and to be considered for appointment to positions in the agencies I have indicated below:

- Caro Center
- Central Office
- Martin Luther King Boulevard Complex Laboratory
- Center for Forensic Psychiatry
- Hawthorn Center
- Kalamazoo Psychiatric Hospital
- Walter Reuther Psychiatric Hospital

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in access and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the Appointing Authority for recall purposes.

Employee Signature

Date

Appendix E-4

DEPARTMENT OF TRANSPORTATION—RECALL FORM

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below.

- Superior Region
- North Region
- Bay Region
- Grand Region
- Southwest Region
- University Region
- Metro Region
- Lansing Area, Including Secondary Complex And the Bureau of Aeronautics

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the Appointing Authority for recall purposes.

Employee Signature

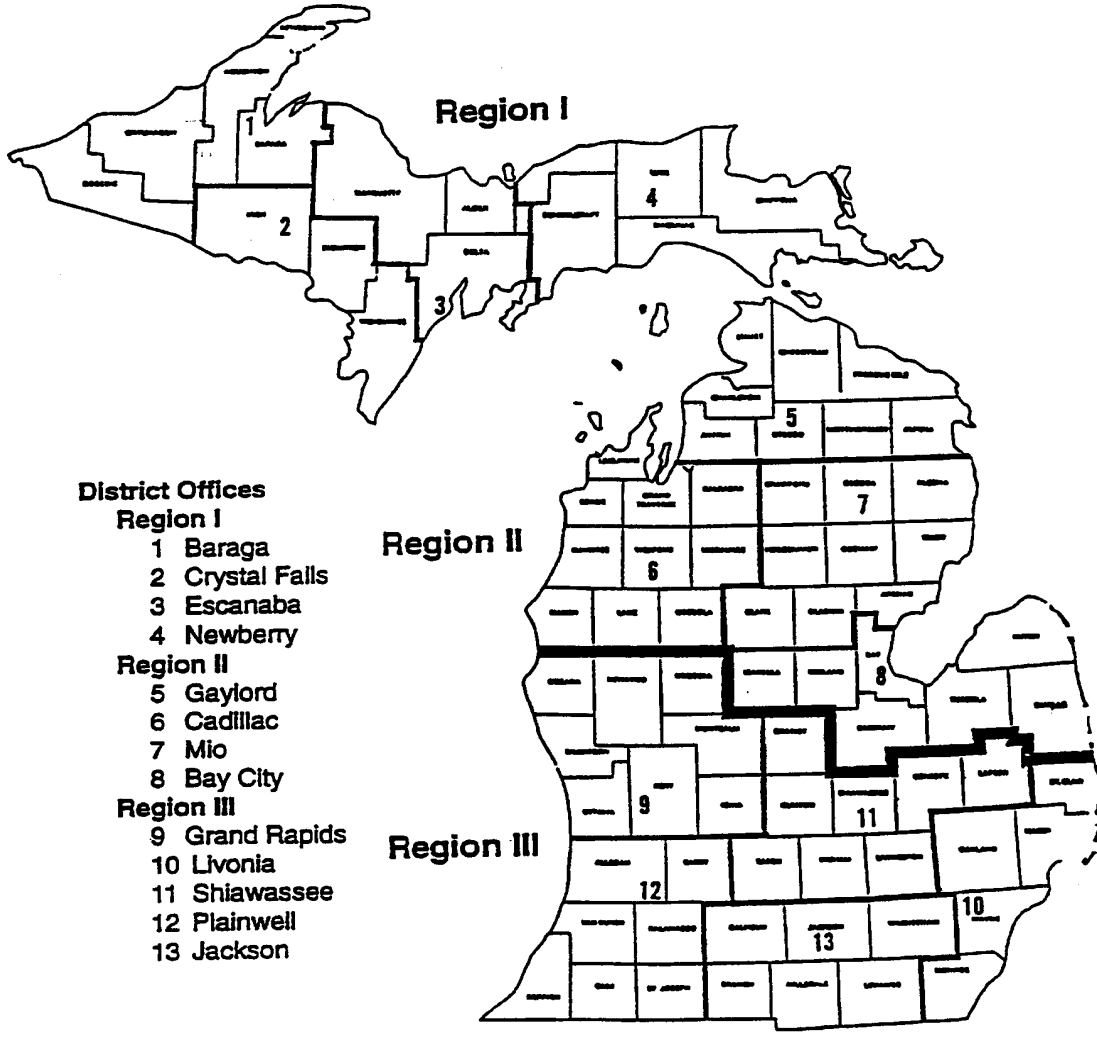
Date

Appendix F-1

DEPARTMENTAL LAYOFF UNIT MAPS

DEPARTMENT OF NATURAL RESOURCES MAP

Region/District Structure

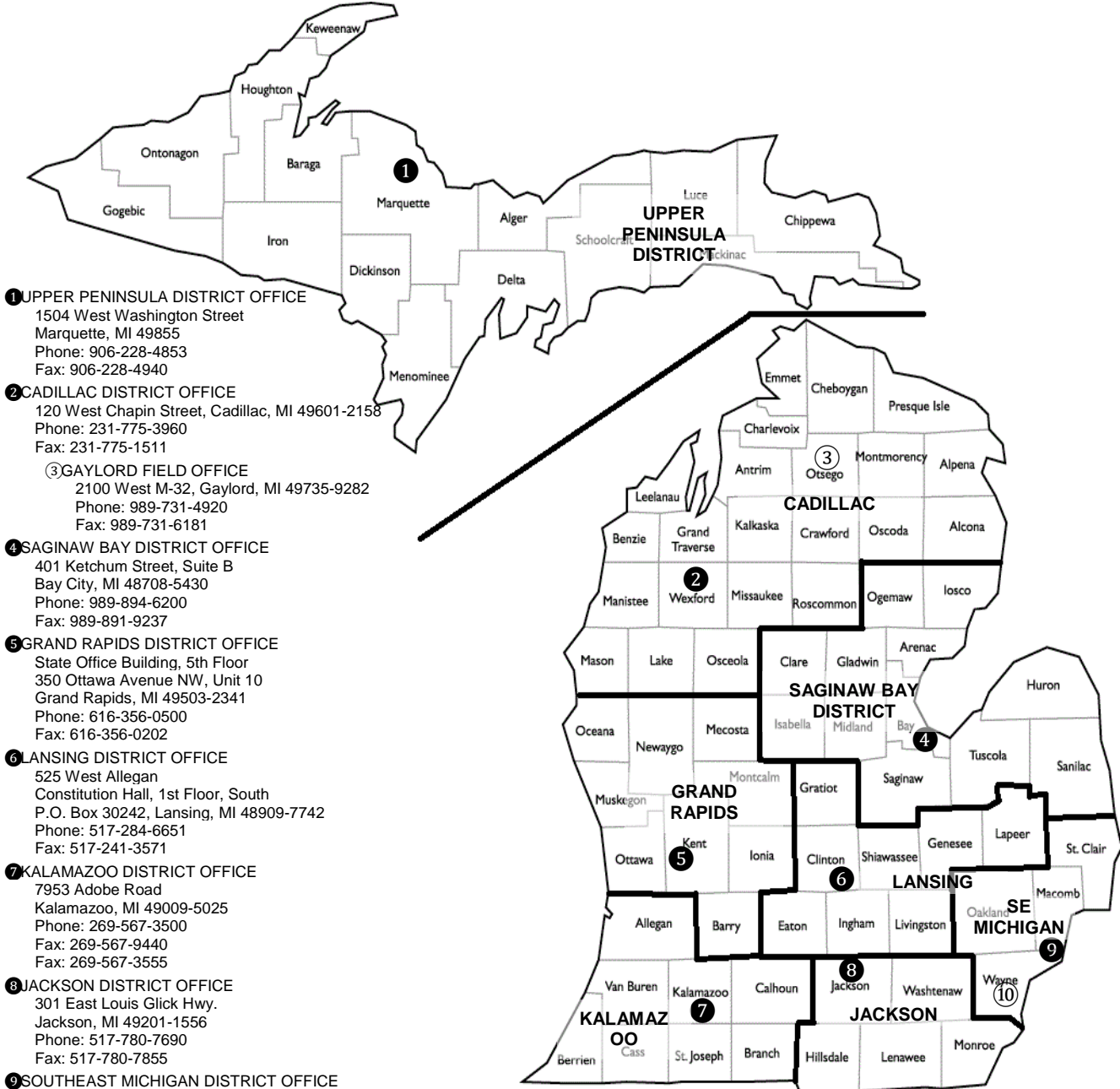


Appendix F-2 DEPARTMENTAL LAYOFF UNIT MAPS



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

DISTRICT AND FIELD OFFICE LOCATIONS



- ① **UPPER PENINSULA DISTRICT OFFICE**
 1504 West Washington Street
 Marquette, MI 49855
 Phone: 906-228-4853
 Fax: 906-228-4940
- ② **CADILLAC DISTRICT OFFICE**
 120 West Chapin Street, Cadillac, MI 49601-2158
 Phone: 231-775-3960
 Fax: 231-775-1511
- ③ **GAYLORD FIELD OFFICE**
 2100 West M-32, Gaylord, MI 49735-9282
 Phone: 989-731-4920
 Fax: 989-731-6181
- ④ **SAGINAW BAY DISTRICT OFFICE**
 401 Ketchum Street, Suite B
 Bay City, MI 48708-5430
 Phone: 989-894-6200
 Fax: 989-891-9237
- ⑤ **GRAND RAPIDS DISTRICT OFFICE**
 State Office Building, 5th Floor
 350 Ottawa Avenue NW, Unit 10
 Grand Rapids, MI 49503-2341
 Phone: 616-356-0500
 Fax: 616-356-0202
- ⑥ **LANSING DISTRICT OFFICE**
 525 West Allegan
 Constitution Hall, 1st Floor, South
 P.O. Box 30242, Lansing, MI 48909-7742
 Phone: 517-284-6651
 Fax: 517-241-3571
- ⑦ **KALAMAZOO DISTRICT OFFICE**
 7953 Adobe Road
 Kalamazoo, MI 49009-5025
 Phone: 269-567-3500
 Fax: 269-567-9440
 Fax: 269-567-3555
- ⑧ **JACKSON DISTRICT OFFICE**
 301 East Louis Glick Hwy.
 Jackson, MI 49201-1556
 Phone: 517-780-7690
 Fax: 517-780-7855
- ⑨ **SOUTHEAST MICHIGAN DISTRICT OFFICE**
 27700 Donald Court
 Warren, MI 48092-2793
 Phone: 586-753-3700
 Fax: 586-751-4690
- ⑩ **DETROIT FIELD OFFICE**
 Cadillac Place
 3058 West Grand Boulevard, Suite 2-300
 Detroit, MI 48202-6058
 Phone: 313-456-4700
 Fax: 313-456-4692

⑨ denotes district office
 ⑩ denotes field office

Appendix G

LONGEVITY COMPENSATION PLAN SCHEDULES OF PAYMENTS FOR SEIU 517M

Years Completed	Hours Completed	
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

A. Eligibility.

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

annual payments on a pro rata basis for the number of hours in pay status during the longevity year.

- B. Payments. Payment shall be made in accordance with the table of longevity values based on length of service as of October 1.
1. No active employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period except in the event of retirement or death, or as provided in paragraph 7 of this sub-section.
 2. Initial payments—employees qualify for their initial payment by completing an aggregate of five years (10,400 hours) of continuous service prior to October 1. The initial payment shall always be a full payment (no proration).
 3. Annual payments.
 - a. Employees qualify for full annual payment by completing 2,080 hours of continuous service during the longevity year.
 - b. Employees who are in pay status less than 2,080 hours shall receive a pro rata annual payment based on the number of hours in pay status during the longevity year.
 4. Payments to employees who become eligible on October 1 of any year shall be made on the pay date following the first full pay period in October; except that pro rata payments in case of retirement or death shall be made as soon as practicable thereafter.
 5. Lost time considerations.
 - a. Lost time is not creditable continuous service nor does it count in qualifying for an initial or an annual payment.
 - b. Employees do not earn state service credit in excess of 80 hours in a bi-weekly pay period. Paid overtime does not offset lost time, except where both occur in the same pay period.
 6. Payment to employees on unpaid leave of absence or layoff on October 1.
 - a. An employee on other than a waived rights leave of absence, who was in pay status less than 2,080 hours during the longevity year, will receive a pro rata annual payment based on the number of hours in pay status during the longevity year; such payment shall be made on the pay date following the first full pay period in October.
 - b. An employee on a waived rights leave of absence will receive a pro rata longevity payment upon returning from leave.
 7. Effective with the pay period beginning August 20, 2000 the anniversary date longevity system will be discontinued. Payments for the conversion period will be as outlined below.

- a. If the employee has more than 12,480 hours prior to October 1, 2000 and has received a longevity payment since the end of the last fiscal year, the employee shall receive a pro-rated payment in October 2000 based on the number of hours in pay status between the longevity anniversary date and October 1, 2000.
 - b. If the employee has more than 12,480 hours of continuous service prior to October 1, 2000 and has not received a longevity payment since September 30, 1999, the employee's longevity payment in October, 2000 will be calculated based on the number of hours in pay status between his/her last longevity anniversary date and October 1, 2000, as a percentage of 2,080 hours. If an employee is scheduled to receive an anniversary longevity payment on or after August 20, 2000 but before October 1, 2000, the employee's longevity payment in October, 2000 will include both the anniversary longevity payment amount and an additional amount based on the number of hours the employee has been in pay status between the longevity anniversary date and October 1, 2000.
8. Payment at retirement or death -- an employee with 10,400 hours of currently continuous service, who separates by reason of retirement or death, shall qualify and receive both a terminal and a supplemental payment as follows:
- a. A terminal payment, which shall be either:
 - 1) A full initial longevity payment based upon the total years of both current and prior service, if the employee has not yet received an initial longevity payment; or,
 - 2) A pro rata payment for time worked from the preceding October 1 to the date of separation, if previously qualified. The pro rata payment is based on hours in pay status since October 1 of the current fiscal year.
 - b. A supplemental payment for all time previously not counted in determining the amount of prior longevity payments, if any.
- C. Longevity Overtime. Upon conversion, the regular rate add-on for longevity will be calculated and paid retroactively for overtime worked in the previous fiscal year. This amount will be included in the longevity payment. In 2000 only, the regular rate add-on for longevity will be calculated retroactively for overtime worked on and between August 20, 2000 and September 30, 2000, and will be paid with the longevity payment in the first full pay period in October 2000.

Appendix I

**Letter of Understanding—HUMAN RESOURCES MANAGEMENT NETWORK
(HRMN)**

During negotiations in 2001 the parties reviewed changes in terminology that resulted from the implementation of the new payroll-personnel system, HRMN. The parties have elected to continue to use terminology that existed prior to the implementation of HRMN even though that same terminology is not utilized in HRMN. The parties agree that the HRMN terminology does not alter the meaning of the contract language unless specifically agreed otherwise.

An example of this are the terms “transfer, reassignment, and demotion” which are called “job change” in HRMN. The HRMN history record will show each of these transactions as a job change, however they will continue to have the same contractual meaning they had prior to the implementation of HRMN.

For the Union	For the Office of the State Employer
Cindy Kalinowski	Janine M. Winters

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