Collective Bargaining Agreement

Between

State of Michigan

and

Michigan Council 25
AFSCME AFL-CIO

(INSTITUTIONAL UNIT)

Text approved by the Civil Service Commission

12, December 2018

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ARTICLE 1

PREAMBLE AND PURPOSE

This Memorandum of Understanding (hereinafter referred to as Agreement) is made and entered into upon approval of the Civil Service Commission at Lansing, Michigan, by and between the State of Michigan and its principal departments and agencies (hereinafter referred to as the Employer) represented by the Office of the State Employer, and Michigan AFSCME Council 25, AFL-CIO and its appropriate affiliated locals, as exclusive representative of employees employed by the State of Michigan (as set forth specifically in the recognition clause) hereinafter referred to as the Union.

It is the purpose and intent of the parties hereto that this Agreement:

1. Implements the provisions of Michigan Civil Service Commission Rules and Regulations;
2. Promotes harmonious relations between the Employer and the Union;
3. Provides for an equitable and peaceful procedure for the resolution of differences;
4. Establishes conditions of employment which are subject to good faith collective bargaining negotiations between the parties;
5. Recognizes the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public.

The present agencies and departments, and the corresponding Local Unions and Chapters are set forth in Appendix A of this Agreement. Additions or deletions to such schedule may be made by either party.

ARTICLE 2

RECOGNITION

Section A. Representation Unit.

The Employer recognizes the Union as the exclusive representative, certified by the State Personnel Director on October 12, 1978, for the purpose of collectively bargaining on wages, terms and conditions of employment as defined by the terms of this Agreement only for those employees included in the Institutional Unit as described below:

INSTITUTIONAL UNIT - U11
Activities Therapy Aide 6
Activities Therapy Aide 7
Activities Therapy Aide E8
Activities Therapy Aide 9
Barber/Cosmetologist 7
Barber/Cosmetologist E8
Barber/Cosmetologist 9
Child Care Worker 8
Child Care Worker E9
Client/Resident Affairs Representative 8
Client/Resident Affairs Representative E9
Client/Resident Affairs Representative 10
Cook E6
Cook 7
Dental Aide 6
Dental Aide 7
Dental Aide E8
Domestic Services Aide 5
Domestic Services Aide E6
Domestic Services Aide 7
Food Services Leader - Prisoner E9
Institution Training Technician 7
Institution Training Technician 8
Institution Training Technician E9
Institution Training Technician 10
Institution Worker E5
Phlebotomist 6, 7, 8
Physical Therapy Aide 6
Physical Therapy Aide 7
Physical Therapy Aide E8
Physical Therapy Aide 9
Practical Nurse Licensed E9
*Practical Nurse Licensed 10
Resident Care Aide 6

Resident Care Aide 7
Resident Care Aide E8
Restorative Aide 6, 7, 8
Seamster E6
Seamster 7
State Worker 4
Teacher Aide 6
Teacher Aide 7
Teacher Aide E8
Wilderness Instructor 9
Wilderness Instructor 10
Wilderness Instructor P11
Wilderness Instructor 12
Youth Aide 6
Youth Aide 7
Youth Aide E8
Youth Challenge Academy Advisor 9
Youth Challenge Academy Advisor 10
Youth Challenge Academy Advisor P11
Youth Challenge Academy Advisor 12
Youth Challenge Academy Cadre Aide E6
Youth Challenge Academy Cadre Aide 7
Youth Challenge Academy Recruiter 6
Youth Challenge Academy Recruiter 7
Youth Challenge Academy Recruiter E8
Youth Challenge Academy Recruiter 9
Youth Group Leader 9
Youth Group Leader 10
Youth Group Leader P11
*Youth Group Leader 12
Youth Group Leader 10 RR
Youth Specialist 7
Youth Specialist 8
Youth Specialist E9
*Youth Specialist 10

(*Some employees in these classes may be excluded depending on their duties) and such other classifications and levels that may be assigned to the Unit by the State Personnel Director and/or in accordance with the provisions of the Civil Service Commission Rules and Regulations.

All employees, unless otherwise specified in one of the Articles of this Agreement, holding positions in classifications designated in this Article shall be covered by the provisions of this Agreement.

Section B. State Employer.

The Union recognizes the State Employer as the exclusive representative of the State of Michigan authorized to conduct primary level collective bargaining negotiations and enter into an agreement on wages and other terms and conditions of employment for all employees in the Bargaining Unit.

ARTICLE 3

INTEGRITY OF THE BARGAINING UNIT

Section A. Bargaining Unit Work Performed By Non-Bargaining Unit Employees.

Working out of class and specific duties to a classification or bargaining unit are prohibited subjects of bargaining and governed by Civil Service Rules and Regulations.

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. The Employer shall inform the Union of the economic or programmatic reasons for changes in work routines or systems that result in layoff of employees, abolishment or attrition of positions.

The Employer may also continue to utilize student work experience programs, patient/employee programs, JTPA program employees, volunteer programs, or seasonal recreational programs of the kind currently employed in agencies in this Bargaining Unit. The primary purpose of such programs shall be to supplement ongoing activities or solely to provide training opportunities.

Section D. New, Abolished or Revised Classifications.

The parties will review all abolishments of existing unit classifications as well as all new classifications consisting of a significant part of the duties of existing Unit classifications. Bargaining Unit positions shall not be reclassified, reallocated, or retitled by or at the request of the Employer for the purpose of removing same from the Unit without prior agreement between the parties. This provision shall not be construed to prohibit the Employer from reallocating positions which have been downgraded for training because of the unavailability of a register. Classified employees in classifications and positions assigned to this Unit in accordance with this Section shall be subject to the provisions of this Agreement.

Section E. Contracting and Sub-Contracting.

Nothing in this Section shall apply to or prohibit the Departments of Human Services or Community Health's plans to deinstitutionalize patients, and/or residents.

The Employer recognizes its obligation to utilize Bargaining Unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual services where necessary to provide cost-effective, efficient services to the public.

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. When consideration is being given to outside

contracting, (when the investigation or costing out process begins) management will notify the Local President or designee and such possible contracting shall be a proper subject of labor management meetings.

Whenever the Employer intends to contract out, sub-contract, modify or renew any personal services that would involve any Bargaining Unit work, concurrent written notice shall be given to the Union when the request is sent to Civil Service or the Appointing Authority for approval. Such notice shall consist of a copy of the request made to the Civil Service Commission or the Appointing Authority which shall include such matters as:

1. The nature of the work to be performed or the service to be provided.
2. The proposed duration and cost of such sub-contracting.
3. The rationale for such sub-contracting.

The Union shall be entitled to all reports on all personal services contracts that are filed in compliance with MCL 18.1281.

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.

If subcontracting results in layoff, the Employer shall attempt to place affected employees in other vacant positions in accordance with Civil Service Rules and Regulations. The Employer shall request Civil Service to provide examinations on site for such affected employees to enable such employees to have their names placed on employment registers by Civil Service.

ARTICLE 4

UNION DUES AND FEES

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

Section A. Dues Deductions

Upon receipt of an individual authorization from any of its employees covered by this Agreement, the Employer will deduct from the pay due such employee those dues and initiation fees authorized by the Union and required to maintain the employee's membership in the Union in good standing.

Such authorization shall be effective only as to membership dues and initiation fees becoming due after the authorization. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation; Federal Income Tax; state income tax, local or city income tax; other legally required deductions; individually authorized participation in state programs and enrolled employees' share of state sponsored insurance premiums. Membership dues and initiation fees deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of Council 25.

Such authorizations of employees transferred within the unit from the jurisdiction of one Local Union to another, or one Agency or department to another and within these bargaining units, shall automatically remain in effect. Employees recalled from temporary or seasonal layoff of less than 180 days or returning from leave of absence shall resume payroll deduction of dues, commencing the first pay period of work.

Section B. Revocation.

Such authorization may be revoked by the employee in accordance with the terms of regulations promulgated by the state personnel director.

Section C. Maintenance of Membership.

All employees covered by this Agreement who have submitted a valid individual voluntary membership dues deduction authorization and have not revoked such authorization after the effective date of this Agreement in accordance with the provisions of this Article shall honor such authorization until exercising their opportunity to terminate it.

Section D. Representation Fee Deductions.

An employee may choose to pay a voluntary representation fee to the Union in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Union, representing only the employee's proportionate share of

the Union's costs germane to collective bargaining, contract administration, grievance administration, and any other cost necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues. Such voluntary representation fee payment shall be fulfilled by the employee submitting a form in accordance with the terms of regulations promulgated by the state personnel director.

Employees recalled from temporary or seasonal layoff or less than 180 days or returning from leave of absence shall resume payroll deduction of representation fees, commencing the first pay period of work.

Section E. Employer Notification.

When an employee enters the bargaining unit, the Employer shall inform the Union of all new bargaining unit employees and agrees to make a good faith effort to provide the Local Union with the employee's name and work location within 10 workdays of his/her entry on duty.

Section F. Revocation of Dues or Voluntary Fee Deduction

Dues or voluntary representation fees deduction authorization may be revoked at any time by the employee by furnishing notice of such revocation in accordance with the terms of regulations promulgated by the state personnel director.

Section G. Remittance and Accounting.

Deductions for any biweekly pay period shall be remitted to the designated Financial Officer of Michigan AFSCME Council 25, 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 AFSCME Council 25 an alphabetical listing, by department and Agency, identifying those active employees who have valid dues or voluntary fee deduction authorizations on file with the Employer for whom no deduction of dues or voluntary fees was made.

Upon written request, the Employer shall recoup lost dues or voluntary representation fees where such amounts were not deducted in accordance with this Article.

Section H. Unit Information Provided to the Union.

The Employer shall notify the Local President or designee of any hire or rehire at least by the date of hire. 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(s) 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, social security number, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).

The Employer will provide a biweekly demographic report to the Union in electronic form, containing the following information for each employee in the bargaining unit: the employee's name, social security number, 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.

Section I. Aid to Other Unions.

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

Nothing contained herein shall be construed to prevent any authorized 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 proper subjects of negotiation, any changes or modifications shall be made only through collective bargaining negotiations with the Union.

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

ARTICLE 5

UNION RIGHTS

Section A. Bulletin Boards.

The Employer agrees to furnish space for Union bulletin boards at locations mutually agreed upon for use by the Local Union to enable Bargaining Unit employees to see materials posted thereon by the Union. Such mutual agreement will be arrived at locally.

The normal size of new bulletin boards will be eight (8) square feet. The Employer will continue providing bulletin boards provided under prior agreements with the Union and they need not conform to the normal size. In the event new bulletin boards are mutually agreed upon, the Union shall pay 100% of the materials and installation cost of such new boards.

All materials shall be signed, dated and posted by the President of the Local Union or his/her designee and concurrently provided to the Agency Superintendent in the Department of Education, the Agency Director or designee in the Department of Military and Veterans Affairs, the Appointing Authority or designee in the Departments of Corrections, Natural Resources, Health and Human Services, Career Development, and Licensing and Regulatory Affairs, the Commanding Officer of the Human Resources Division in the Department of State Police.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, or defamatory to the Employer or the Union, shall be posted. The bulletin boards shall be maintained by the President of the Local Union or his/her designee, and shall be for the sole and exclusive use of the Union.

Section B. Mail Service.

Local Unions shall be permitted to use the intra-agency mail distribution services for matters which originate from conducting business with the State. For purposes of mail service provisions, "Agency" shall mean "work location."

Mailings by the Union shall be of reasonable size, volume, and frequency, and shall be prepared by the Local Union. The size of single items in the mailings shall not normally exceed nine (9) inches by fourteen (14) inches in final flat or folded configuration. The volume of such mailings shall be determined by the Local Union President or designee, and shall be sufficient to assure access by all Unit employees but shall not exceed one (1) per employee. Frequency of mailings shall be reasonable as determined by the Local Union President or designee based on current events and activities and consistent with the Agreement and Addendum but shall not exceed twenty-six (26) per calendar year. Additional special mailings of an urgent nature will be by mutual agreement.

Bulk mailing need not be addressed to specific members except in the Departments of Corrections, Natural Resources and Licensing and Regulatory

Affairs. Every effort will be made to get bulk mail into work assignment locations where there are Unit members. The following persons shall be concurrently provided with a courtesy copy of all bulk mailing signed by the Local Union President or his/her designee: Education - Agency Superintendent; Military and Veterans Affairs - Agency Director or designee; Corrections, Natural Resources, Licensing and Regulatory Affairs and Health and Human Services- Appointing Authority or designee; State Police - Commanding Officer of the Human Resources Division.

Intra-agency and/or inter-agency mail may be used for mailings to Union officers including Chief Steward and Stewards regarding Union business with the State and for processing grievances. Union mail received through U. S. Mail or United Parcel Service or intra-agency or inter-agency addressed to the Union or any Union officer or steward in their official capacity shall in no case be opened by the Agency or any agent of the Employer.

Local Union use of the mail system shall not include any U.S. Mails or other commercial or state-wide delivery services used by the State as part of or separate from such intra-agency mail systems. The Union's use of the mail service shall be the responsibility of the Local Union President or his/her designee.

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

The Employer shall be held harmless for the delivery and security of all mailings, including mailings directed to Local Union officials from outside the Agency.

The Employer shall assure timely delivery of mailings by the Union and of mail to the Union or Union officers and stewards to the extent possible. Mailings to the Union or Union officers and stewards shall be delivered to the Union office or placed in the Union's mail box.

Section C. Union Information Packet.

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

Section D. Union Presentation.

During planned orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) one of its Local Representatives who may speak briefly to describe the Union's office location, participation in negotiations and general interest in representing employees. Where no orientation is scheduled for new employees upon entry to the Bargaining Unit, an equivalent

opportunity shall be afforded the Union to address new employees. One Local Union representative shall be released from work to attend the orientation for Union presentation. One (1) Employer representative may attend said presentation as an observer, but shall not participate in and/or interfere with the Union presentation. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference, and no material-defamatory to the Employer, or the Union shall be presented in the orientation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

Section E. Union Office Space.

Subject to its availability, the Employer agrees to provide reasonable office space at work locations with twenty-five (25) or more Bargaining Unit employees to Locals of the Union. In addition, in the Department of Corrections the Employer agrees to provide each local union secure storage space at the agency/facility where each of the three local union presidents are employed, for the exclusive use of the Union. Such premises shall be for the sole and exclusive use of the Local, and shall be furnished without lease or charge unless required by applicable statute. Access and security will be in accordance with institution rules.

No partisan political activity shall be conducted in such facilities, and no partisan political literature or material ridiculing individuals by name or obvious direct reference or defamatory to the Employer, shall be prepared in or distributed from such facilities.

The Employer reserves the right to withdraw approval for the Local's use of such premise, upon thirty (30) days written notice to the Local, only due to operational requirements (where no other reasonable space is available), failure to pay statutorily required charges, misuse by the Local or its Agents, or interference with state operations.

Where approval has been withdrawn due to operational requirements, Departments or Agencies will make good faith efforts to locate and furnish premises in accordance with this Section or which afford the Union reasonable geographic access to the largest feasible number of Bargaining Unit employees.

The location, type, size and amount of office space provided to the Union shall not be subject to the grievance procedure, but disputes involving denial of availability based on operational needs or an allegation that approval for use was withdrawn without cause may be grieved.

The Union agrees to indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer arising out of the Union's occupying office space under this Article.

Authorized personnel (i.e. as authorized through mutual agreement between the Local Union and the Agency Appointing Authority) may only have access to the Union Office when it is necessary to assure the safety of the building's occupants.

Section F. Union Meetings on State Premises.

The Employer agrees to furnish state conference and meeting rooms for Union meetings upon prior request by the President of the Local Union or his/her designee, subject to approval by the appropriate local Employer representative. Such facilities shall be furnished without charge to the Union. Union meetings on State premises shall be governed by operational considerations of the local facility.

Section G. Telephone Directory.

The Employer agrees to publish the telephone number and business address of AFSCME Council 25 in the State of Michigan telephone directory. In those Agencies where a telephone directory is published, the Appointing Authority shall publish the telephone number and business address of the corresponding Local Union.

Section H. Access to Premises by AFSCME Staff.

The Employer agrees that non-employee Officers and Representatives of AFSCME shall be admitted to the premises of the Employer during working hours upon advance notice, if possible, to the appropriate Employer representative. Such visitation shall only be for the purpose of participating in Labor-Management meetings, interviewing grievants, attending grievance hearings/conferences, and for other reasons related to the administration of this Agreement.

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

The Employer reserves the right to designate a private meeting place whenever possible or to provide a Management representative to accompany the Union officer or representative where operational or security considerations do not permit unaccompanied Union access. The Management representative shall not interfere with or participate in these visitation rights.

Section I. Access to Computers.

Where the Employer provides computers for access by bargaining unit employees, printers will be available in the same location. The equipment shall enable employee access to HRMN Self Service, NEOGOV and department intranet sites where such sites are available.

ARTICLE 6

MANAGEMENT RIGHTS

It is understood and agreed by the parties that management possesses the sole power, duty and right to operate its Departments, Agencies and programs so as to carry out constitutional and statutory mandates and goals assigned to the Department and Agencies and that all management rights repose in management. Management rights include, but are not limited to, the right, without engaging in negotiations, to:

1. Determine matters of managerial policy; mission of the agency; budget; the method, means and personnel by which government operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of temporary emergency, to take whatever action is necessary to carry out the agency's mission. However, if such determinations alter conditions of employment to produce substantial adverse impact upon employees, the modification and remedy of such resulting impact on changes in conditions of employment shall be subject to collective bargaining requirements.

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

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

4. Make reasonable work rules which regulate performance, conduct, and safety of employees, provided that such work rules or changes shall be reduced to writing and furnished to the Union at least ten (10) calendar days prior to their effective date. The employer shall furnish each employee in the Bargaining Unit with a copy of all new or amended work rules without undue delay. New employees shall be provided with a copy of written work rules which apply to him/her at the time of hire.

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

It is recognized by the parties that the Employer is currently prohibited from negotiating on the policies, practices, procedures and the Civil Service Commission Rules and Regulations relating to:

1. Original appointments and promotions specifically including recruitment, examinations, certifications, appointments, and policies with respect to probationary periods.

2. The position classification system specifically including the classification of individual positions and groups of positions, position and classification qualification standards, establishment and abolishment of classifications, assignment and reassignment of classification to salary ranges, allocation and reallocation of positions to classifications, and determination of an incumbent's status resulting from position and/or classification reallocation and reassignment as well as all other prohibited subjects as defined in Civil Service Rules and Regulations.

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 collectively with the Union under Civil Service Rules and Regulations. The Union acknowledges and agrees that the collective 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.

ARTICLE 7

UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

To the extent that attendance for Union business does not substantially and adversely interfere with the Employer's operation, properly designated Union Representatives, regardless of shift assignment, shall be allowed time off without pay for legitimate Union business such as Union meetings, Union Executive Board Meetings, local, state or area-wide Union committee meetings, State or International AFSCME or AFL-CIO conventions. The Local Union shall designate to the Appointing Authority in writing the person who is authorized to notify the Employer which employees are entitled to attend such meetings. This authorized person shall notify the Agency designee, no later than one (1) pay period prior to the start of the pay period during which such time off is requested, of the names of persons who are authorized to attend. Such notification shall be presented to the Agency designee in writing. Requests under this Section shall not be denied solely on the basis of timeliness. For the purposes of this Article, the Agency designee shall be identified at the first Labor-Management Committee Meeting following ratification of this Agreement. The designee(s) shall be readily available for receipt of requests by Bargaining Unit members and shall forward such requests to the appropriate Employer representative for decision.

No employee shall be entitled to be released and the Employer is under no obligation to permit union leave, pursuant to these provisions, unless notified by the authorized designated representative as provided above. The employee may utilize any accumulated time (compensatory, annual; compensatory time shall be used before annual, unless the employee is at the annual leave "cap") in lieu of taking such time off without pay up to a maximum of their accrued credits. Such time off shall not be detrimental in any way to the employee's record. Any pay provided for such union activity is governed by Civil Service Rules and Regulations.

Section B. Loss of Benefits.

Employees who have been granted leave without pay shall not continue to earn annual and sick leave and length of service credits for the time spent in authorized Union activities. The parties agree to minimize time lost from work.

Section C. Executive Board of Council 25.

Council 25 will furnish to the Office of the State Employer in writing the names, Departments and local Union affiliation of elected members of the Council Executive Board within five (5) days after the election of such members to the Executive Board. Notification of any changes in membership of the Executive

Board shall be made in writing to the Office of the State Employer within five (5) days after such change.

Duly elected members of the Executive Board of Council 25 (not to exceed a total of two (2) from this bargaining unit) of whose election the Employer has been properly notified shall be granted unpaid leave to attend meetings of the Executive Board not to exceed four (4) each fiscal year. Such time off shall not exceed two (2) workdays for each member per meeting. Except as may be mutually agreed to locally on a case by case basis, such member(s) shall individually furnish his/her immediate supervisor, no later than one (1) pay period prior to the start of the pay period during which such time off is requested, written notice of his/her intention to attend such meeting.

Section D. Unpaid Leave.

The Employer shall make every reasonable effort to allow employees in this unit designated in accordance with the provisions below to be permitted time off without pay during scheduled working hours to attend Union conventions, Union coordinating committees, Union education functions, Union schools, and/or conferences, or other authorized Union functions

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Section E. Union Conventions, Schools and Conferences.

Duly elected Union delegates to annual conventions of AFSCME Council 25, the Michigan State AFL-CIO Convention and the biennial convention of AFSCME, AFL-CIO, or their alternates, but not to exceed five (5) employees from any Agency shall be granted time off, without pay , to attend such conventions. Representatives designated by the Union shall also be authorized time off, without pay, to attend Union training seminars, Union schools, or Union conferences.

The Local Union shall designate to the Appointing Authority in writing the person who is authorized to notify the Employer which employees are entitled to such time off. This authorized designated representative shall provide, no later than one (1) pay period prior to the start of the pay period, written notification to the Agency Human Resource Officer that such employees are entitled to attend such meetings. Requests under this Section shall not be denied solely on the basis of timeliness.

No employee shall be entitled to be released and the Appointing Authority is under no obligation to grant such time off without pay pursuant to these provisions, unless notified by the authorized designated representative as provided above.

Section F. Union Leave/Leave for Union Office.

If any Union representative(s) spends more than five hundred twenty (520) hours in a fiscal year (beginning October 1 of each year) in representation activities he/she shall be placed on "Union leave" by the Employer. Such employees shall

be relieved of all work duties for the remainder of the fiscal year and the Union shall reimburse the State for all payroll cost of such employee(s) for the five hundred twenty (520) hours and for the time the employee is on Union leave.

The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave, with the union reimbursing the state for all payroll costs associated with the employee. Placing an employee on Union leave shall constitute an acknowledgment that the employee is to be considered as an employee of the Union during the leave. Should an Administrative Board or court rule otherwise, the Local Union shall indemnify and hold the Employer harmless from any Workers' Compensation claim by that employee arising during or as a result of the Union leave. Such employee shall have the same rights of access as a Council 25 staff representative.

The Employer shall grant requests for leaves of absence to employees in this Unit upon written request of AFSCME Council 25 and upon written request of the employee, subject to the following limitations:

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

b. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with either AFSCME Council 25 or the International, the request shall state what the office is, the term of such office and its expiration date. This leave shall cover the period from the initial date of election or appointment through the expiration of the first full term of office.

c. If the requested leave of absence is for the purpose of permitting the employee to serve as a staff representative for either AFSCME Council 25, or the International, such leave shall be for a minimum of three (3) months, but shall not exceed three (3) years. Thereafter, the employee shall notify the Appointing Authority on an annual basis of his/her desire to continue on leave.

d. The Employer is not obligated to grant such leaves of absence for more than two (2) employees from any one work location. In the Department of Health and Human Services, youth facilities no more than one (1) employee from any work location.

Such employee shall be considered as an employee of the Union during the leave. Should an administrative board or court rule otherwise, the Union shall indemnify and hold the employer harmless from any Workers' Compensation claims by that employee arising during or as a result of the Union leave of absence.

ARTICLE 8

UNION REPRESENTATION

Section A. Union Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented as provided in this Agreement by a Local Union representative or, at the discretion of the Union, by a Council 25 staff representative. Local Union representatives shall be members of the Bargaining Unit and shall be representatives for employees in the Bargaining Unit.

For investigatory meetings or disciplinary conferences at which employees are entitled to representation and in the event that an employee requests a particular Local Union representative who is not available or in the event that a Steward in a particular jurisdictional area is not available, the Appointing Authority or designee shall request the Local Union President or designee to designate another available Local Union representative who shall provide such representation services for the employee.

The jurisdictional area for each Steward shall be designated by the Union; provided, that each Steward shall be employed in his/her own jurisdictional area, and that each jurisdictional area, if possible, shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration to the geographical area, work location, work unit, shift schedule, and the right and responsibility of the Union to represent the employees in the Bargaining Unit. Typically, jurisdictional areas shall not include work locations other than the work locations in which the Steward is employed. However, in the case of Locals which include more than one work location, upon advance notice to the appropriate Employer Representative, the Local President or designee shall be able to access all such work locations for representation purposes. The Union agrees that such visitations shall be subject to operational security measures established and enforced by the Employer.

In the event that the Employer in a work location has a concern about the Union's designation of a jurisdictional area, or about the assignment of a Steward to a particular jurisdictional area, representatives of the Employer and the Local Union shall meet in a Special Conference at the request of the Employer to attempt to resolve such concerns or related concerns over the Steward system. If the concerns are not resolved in such a Special Conference, representatives of the Department and/or State Employer and representatives of AFSCME Council 25 shall meet in a Special Conference to resolve the concern(s). Until such concern(s) are resolved, the Union designated Steward shall represent employees within the jurisdictional area.

In addition, the Union shall designate one Chief Steward for each work location with more than fifty (50) employees; the Union may designate one Chief Steward for each work location with less than fifty (50) employees. Normally an employee

shall be represented by his/her Steward or Alternate in his/her jurisdictional area. However, at the discretion of the Union, the President or Chief Steward may represent said employee in lieu of the Steward or Alternate. The jurisdictional area of each Chief Steward shall be only his/her own work location. In those facilities where the Employer designates a separate, distinct and new work location, the Union shall designate a new Chief Steward within one hundred eighty (180) calendar days, and during this interim period the Union may use the Chief Steward from the prior work location.

The Union shall furnish to the Employer in writing the names of the Stewards, Alternate Stewards and Chief Stewards with the respective jurisdictional area of each as soon as possible after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by the Union in writing as soon as such changes are made.

Section B. Release of Union Representatives.

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

Any pay provided by the Employer for the following union activities, is governed by Civil Service Rules and Regulations. Employees shall be allowed time off during working hours to attend grievance meetings, Labor-Management meetings, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, Civil Service Commission (including the Civil Service Commission or Employment Relations Board), if such employees are entitled by the provisions of this Agreement to attend such meetings or such activities by virtue of being Union representatives, Stewards, witnesses, and/or grievants, except in the case of justified emergency as claimed by the Appointing Authority. If an employee is not released to attend such meetings in accordance with the provisions of this Agreement, the Union may request the appropriate authority to postpone and reschedule such meeting. In those cases where the Union makes such request, the Employer will grant or concur in such request.

In the event a grievance conference is scheduled on an employee's R-day, and the employee requests that the meeting be rescheduled, the Employer shall concur with such request. Should the rescheduling of the grievance conference affect either party's ability to meet contractual time frames for grievance responses or appeals, upon request of either party, the parties shall enter into a written agreement extending the time frames in such a manner that either party will have at least as much time as if the meeting were held as originally scheduled.

Section C. Access to Documents, Records or Policies.

Upon written request, the Union shall receive specific existing documents, records, or policies which may affect employees of this Unit and which are not exempt from disclosure by statute. Discretion permitted under FOIA shall not be impaired by this section. The Employer is not obligated to compile reports for the purpose of complying with this Section. The Union shall pay all costs of reproducing such information.

The document, records or policies requested shall be provided to the Union within five (5) business days of the date of receipt of the request, except in unusual circumstances. Unusual circumstances are defined as follows:

1. The need to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to a single request.

2. The need to collect the requested public records from numerous field offices, facilities, or other establishments which are located apart from the particular office receiving or processing the request.

Section D. Right to Representation.

An employee shall be entitled to a designated Union representative at any meeting at which disciplinary or any adverse action may or will take place, or at an investigatory interview of the employee by the Employer related to one or more specific charges of misconduct by the employee, if he/she requests one. If an employee is to be represented at a scheduled meeting by an attorney, the employee or the Union shall give as much written notice as possible to the Employer. It is agreed that where disciplinary or adverse action is intended as the subject of a meeting, or where such action will result directly and immediately depending upon the content of the meeting, representation is allowed. If during the meeting the employee or representative requests to briefly meet, they shall be provided a private meeting area.

Employees being interviewed in an investigation as a witness shall be entitled to Union representation upon request if at any time during the interview they are informed their statement(s) may lead to discipline or adverse action.

In any investigatory interview with an employee where the employee has been suspended (with or without pay) or transferred from the employee's regular job assignment, the employee shall have the right to representation.

When, in the course of any investigation, a written statement of any kind, other than a critical incident report, is requested from an employee, the employee shall be given the request and questions in writing, a reasonable time to respond without undue delay, a copy of the written response and an opportunity to review, amend, change or correct said statement which shall be done no later than the end of the employee's next regularly scheduled work shift. Preparation of the written

response will not be monitored by the investigator or other management personnel. Said statement shall not be used or considered as a complete statement of fact until the time period set forth herein has expired. No disciplinary action or suspension without pay pending investigation shall be taken on the basis of such statement until the end of the period allowed for modification. The Employer shall permit an employee to take notes of questions and their response during an interview. Transfer or suspension with pay pending the outcome of an investigation shall not be considered disciplinary action.

When electronic evidence exists which the Employer is relying on, the employee and the Local Union shall be provided an opportunity to review such evidence during the investigation.

Where an employee is required to report on his/her conduct to a trial board, board of inquiry, patient abuse committee, or similar fact-finding inquiry making any determination prior to imposition of discipline on him/her, he/she shall have the right to appear, to have representation, and to have an opportunity to call witnesses. He/she shall receive a copy of the findings and have an opportunity for post-hearing appeal to his/her Appointing Authority before imposition of discipline.

When a Recipient Rights Office or other preliminary investigation results in a report containing information derogatory to an employee or which would constitute a basis for disciplinary action, an employee shall be entitled to representation in any follow up investigation or discussion.

Following an investigative interview, an employee may amend, change or correct their statement prior to or during any disciplinary conference.

Whenever, as a result of an investigation, disciplinary action is or may be appropriate, a disciplinary conference shall be held with the employee who shall be entitled to Union representation which must be requested by the employee. No Disciplinary Conference shall proceed without the presence of a requested Representative. The employee and the designated Union Representative shall be given a copy of the written statement of charges, the results of the investigation and documentation of all evidence gathered, including summaries of verbal statements. When available, the employee shall be requested to sign for receipt of the written notice of charges. The Employer shall provide reasonable, advance, written notice of the disciplinary conference to the employee which shall contain the date, time and place of the conference as well as the nature of the complaint or allegations against him/her and the reasons that disciplinary action is contemplated or intended.

The employee shall have an opportunity to respond and discuss such information prior to the imposition of disciplinary action. When documents upon which the Employer is relying have not been provided and/or electronic evidence has not been made available for viewing, at least five (5) days in advance of the disciplinary conference, the Union may request to reschedule the disciplinary conference. Such request shall not be unreasonably denied.

It is agreed that the imposition of charges and/or discipline shall be within a reasonable and timely fashion. Where an investigation does not result in discipline, the findings of the investigation shall be timely communicated in writing to the employee under investigation, with a copy to the Local Union.

None of the above is intended to circumvent the normal relationship between supervisor and employee as it pertains to discussions and counseling, during which the right to representation shall not apply.

Section E. Union Negotiating Committees.

Employees covered by this Agreement will be represented in primary and secondary-level negotiations conducted during the term of this Agreement in accordance with this Section.

1. **Primary Negotiations.**

   The Union will designate a primary negotiation team consisting of not more than ten (10) persons who shall be employed in different local unions in this Unit. No more than seven (7) of such persons shall be from the Department of Health and Human Services; at least one (1) from each of the following Departments: Military and Veterans Affairs, Corrections and Education. By mutual agreement between the parties to such primary negotiations, but at least once each month during negotiations, the Union may designate one (1) additional employee from each local union not represented on the primary negotiation team to participate in such negotiations, based upon the issues scheduled on the negotiations agenda.

2. **Secondary Negotiations.**

   In Departments with more than seventy-five (75) Bargaining Unit employees, the Union shall be entitled to designate up to three (3) secondary negotiation team members. However, in the Department of Health and Human Services, the Union shall be entitled to designate one representative from each agency. In all other Departments the Union shall be entitled to designate at least one (1) team member. Secondary negotiation team members, and such additional representatives as are mutually agreed to in secondary negotiations, shall be employed in this Unit in the Department to which such secondary negotiations pertain. However, in the case of Locals which include more than one department, the Local President or his/her designee shall be an additional member of the union's negotiating team.

   By prior mutual agreement, either party may invite additional members to attend a specific session for a particular purpose.

3. **Pay for Union Negotiation Committees.**

   Properly designated primary and secondary negotiation team members, and such additional employees mutually agreed to by the parties to participate in negotiations as representatives of the Union, shall normally be released from

their scheduled work to participate in negotiations. Any pay provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations. Overtime, travel time, and travel expenses are not authorized.

ARTICLE 9

GRIEVANCE PROCEDURE

In the pursuit of progressive labor-management relations the parties shall make a good faith effort to resolve disputes in the spirit of cooperation and understanding. The parties further agree that the purpose of this grievance procedure is to secure prompt and fair resolution(s) of unresolved disputes.

Section A. General.

1. A grievance is a written complaint of violation of policy, rules, regulations, conditions of employment, mutually accepted past practices or a violation of law(s) covering Bargaining Unit employees, the provisions of this Agreement or a dispute over its application and interpretation or a claim of discipline without just cause. In a grievance concerning past practice, mutuality shall be one of the issues for the Arbitrator.

2. There shall be no appeal beyond Step Two (2) on initial probationary service ratings or dismissals of initial probationary employees which occur during or upon completion of the probationary period except that grievances alleging unlawful discrimination against a probationary employee may be appealed by the Union to Step Three (3).

3. Employees shall have the right to present grievances in person or through a Union representative at any step of the grievance procedure, and no further discussion shall be had on the matter until the appropriate Union representative has been afforded a reasonable opportunity to be present at any grievance meetings with the employee(s) and provided further that any settlements reached shall be communicated to the Union and shall not be inconsistent with the provisions of this Agreement.

4. Counseling memoranda, reprimands, and annual performance ratings are not appealable beyond Step Two (2). However, reprimands can be subject to mediation upon request by either party.

5. All written grievances shall specify as soon as possible: who is affected, date of occurrence, what happened, sections of the Agreement, rules or policy involved, if any, and relief sought. Grievant(s) shall, where possible, make a good faith effort to provide such information in the designated spaces on the grievance form. Grievances that do not contain sufficient information to understand the dispute shall not be returned to the grievant but shall be so indicated by the Employer at the appropriate step of the grievance procedure. The additional information needed shall then be provided if possible at a conference at such step. The grievance shall be presented to the designated supervisor involved on a mutually agreed upon form furnished by the Employer and the Union and signed and dated by the grievant(s).

It shall be the intent of the parties that all grievances and grievance responses contain the necessary information needed to process and resolve complaints as fairly and expeditiously as possible in accordance with this Article.

6. The appropriate Management representative shall, if possible, answer the grievance(s) to the fullest possible extent and shall indicate the basis for the determination.

7. When appealing grievance denials to the next step the appropriate Union representative or grievant shall, if possible, provide a reason why the previous response was rejected and the basis for further appeal.

8. All grievances must be presented promptly and no later than ten (10) week days from the date the employee first became aware or should by the exercise of reasonable diligence, have become aware of the cause of such grievance.

9. It is expressly understood and agreed that the specific provisions of this Agreement take precedence over policy, rules, regulations, conditions and practices contrary thereto.

10. When an individual grievant(s) is satisfied with the resolution of a grievance offered by the Employer, processing the grievance will end.

11. The Union may grieve an alleged violation concerning the application or interpretation of this Agreement. Such grievances shall be filed at the appropriate step by a Council 25 Staff, or Local Union representative, designated by the Local Union President to act in such capacity.

12. Grievances or issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate advanced step where the action giving rise to the grievance was initiated or where the requested relief could be granted.

13. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee and pertain to like circumstances and facts for the grievants involved. Group grievances shall, insofar as possible, name all employees and/or classifications and all work locations covered and may be submitted at Step One (1) or Step Two (2) as appropriate. Group grievances must be so designated at the first appropriate Step of the grievance procedure.

14. The Employer will not release names of grievants or details of grievances in a manner calculated to embarrass a grievant(s).

15. The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause may appeal a demotion, suspension, or discharge taken by the Employer beginning with Step Three (3) of the Grievance Procedure. The employee may opt to forfeit accrued annual leave or compensatory time credits in lieu of an unpaid suspension on an hour-for-hour basis.

16. In the Department of Health and Human Services hospitals and centers, employees suspended pending and for the duration of an investigation for abuse or neglect, shall be suspended with pay.

17. Copies of grievances appealed directly to Step Two (2) shall be concurrently sent to the Agency Human Resource Officer by the grievant or Union.

18. Informal discussion of complaints between employees and/or stewards and supervisors is encouraged prior to filing of written grievances.

19. In order to achieve settlement and resolution of grievances at the lowest possible step, the parties shall be knowledgeable about and prepared to discuss all the grievances in question. Both parties at meetings at Step One (1) and above shall have the authority to settle, withdraw, grant or adjust grievances. However, in accordance with current practice, nothing in this Article is intended to preclude the parties at Step One (1) from settling grievances, especially those involving counseling and discipline.

20. At Step Two (2) and above, the signature of a recognized local Union President or Chief Steward and a Council 25 representative affixed to a settlement agreement or notice of withdrawal of a grievance shall be unequivocal cause to cease processing of the grievance. Such a grievance shall not be reinstated except as specified in Article 9, Section D.

21. The parties shall make a good faith effort at all steps in the grievance procedure to attend scheduled meetings and to avoid rescheduling such meetings.

22. Nothing in this Agreement shall prohibit the parties from mutually agreeing to use alternative conference formats such as teleconferencing**.** A request by either party shall not be unreasonably denied.

23. The use of State of Michigan e-mail is permitted by Union representatives for the limited purpose of scheduling grievance conferences and electronically submitting grievance forms. Electronically submitted grievance forms will include the grievant's name and grievance number, in the subject line, if the grievance number is available at the time of submittal.

Section B. Grievance Steps.

Step One:

The parties shall meet within ten (10) week days of receipt of the grievance at Step One (1) and attempt to resolve the grievance or reach a settlement. As the Step One (1) Management representative may elect, the supervisor may attend such meeting. If a settlement is reached, such settlement shall be confirmed in writing and signed by both parties. If settlement is not reached, a written answer will be placed on the grievance form by the appropriate Management representative and

returned concurrently to the employee(s) and his/her Union representative within ten (10) week days from the Step One (1) meeting.

Upon mutual agreement at the Local level all pending grievances shall be discussed at such meetings. At the option of the Local Union representative, the grievant shall not attend the conference.

Step Two: If not satisfied with the Employer's answer in Step One (1), to be considered further, the grievance must be appealed to the departmental Appointing Authority or his/her designee within ten (10) week days from receipt of the answer in Step One (1). For disciplinary grievances involving suspension, discharge, or demotion, the Employer representative shall meet within twenty-five (25) week days of the appeal unless mutually extended by the Employer representative and Council 25 representative with the employee(s) and his/her Local Union Representative and a representative of Council 25 (as Council 25 may elect) to discuss and attempt to resolve the grievance or reach a settlement. Such meetings shall normally be held at the Agency where the grievance originates. If a settlement is reached, such settlement shall be confirmed in writing and signed by both parties. If a settlement is not reached, the written decision of the Employer will be placed on the grievance form by the departmental Appointing Authority or his/her designee and returned concurrently to the grievant(s), his/her Union representative and Council 25 representative within twenty-five (25) week days from the date of the meeting at Step Two (2). Upon mutual agreement, such grievances may be discussed in the Step Two (2) settlement conferences indicated in the next paragraph.

For grievances pertaining to all other disputes, a meeting shall be held within twenty-five (25) week days of the appeal unless mutually extended by the Employer representative and Council 25 representative between the departmental Appointing Authority or designee, a local Management representative (as the departmental Appointing Authority may elect), a Local Union representative (not the grievant) and a representative of Council 25 (as Council 25 may elect). Such meetings shall be held in Lansing unless mutually agreed otherwise. Such request shall not be unreasonably denied. Every effort shall be made to discuss all pending grievances at such meetings to conserve Union and Management staff and employee work time. Every effort shall be made at such meetings to arrive at fair and equitable grievance settlements to avoid the necessity of arbitration. Such settlements, if reached, shall be confirmed in writing when agreed to by the Employer and the Union. If settlement is not reached, the written decision of the Employer will be placed on the grievance form by the departmental Appointing Authority or designee and returned to the grievant(s), his/her Union representative and Council 25 representative within thirty (30) week days from the date of the Step Two (2) conference.

Step Three: If not satisfied with the Employer answer in Step Two (2), the Union may appeal the grievance to arbitration by assigning an Arbitrator from the panel only as provided in Section C. within thirty five (35) week days from the date of the Department's answer in Step Two (2) in accordance with Letter of Intent #1.

A copy of the notice to the Arbitrator shall be provided electronically to the Office of the State Employer or via fax if the email is undeliverable. In response to the Office of the State Employer's electronic copy of the notice to the Arbitrator, Council 25 shall receive an electronic confirmation of receipt from the Office of the State Employer. The Arbitrator shall be selected from a panel of arbitrators agreed upon by the parties and the hearing conducted under the rules of the American Arbitration Association, except as otherwise provided for in this Agreement. If an unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Department's Step Two (2) answer without prejudice or precedent in the resolution of further grievances. The parties may propose consolidation of grievances containing similar issues.

When felony charges have been made against the employee, the arbitration may be placed "on hold" pending the outcome of the initial court decision or award.

At the request of either party following a second step denial, a Council 25 representative, an AFSCME Local representative, representatives of the Department where the grievance originates and an Office of the State Employer representative will meet to discuss the matter.

The purpose of this meeting is to find resolution for those grievances and arrive at fair and equitable settlements to avoid the necessity of arbitration. All settlements shall be confirmed in writing when agreed to by Council 25 and the Office of the State Employer.

Upon acceptance of the appointment, the Arbitrator shall have jurisdiction and authority to move the case to final and timely resolution, and shall be advised in writing of the terms and conditions of this article. The parties may mutually agree to postponement. Otherwise, requests for postponement may be denied, and shall be granted only for cause. Upon consultation with the parties, the Arbitrator shall schedule the hearing to be held within six (6) months of appointment, unless the parties mutually agree to extend the hearing date. If an arbitration is not held within this period and a request to extend beyond six months is made by the Union, the issue of liability to the Employer shall be an issue for the Arbitrator's consideration. The initial burden of proof shall be on the Union to show sufficient cause to extend the arbitration hearing. The only exceptions to this shall be for initial felony charges, as noted above, and for Workers' Compensation cases.

The expenses and fees of the Arbitrator, and the cost of the hearing room, excluding a court reporter if requested by only one of the parties, will be shared equally by the parties except where as provided in Article 9, Section D. The Arbitrator shall only have the authority to determine compliance with the provisions of this Agreement. The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and Civil Service Commission 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 Commission Rules and Regulations. The Arbitrator shall not make any award which in effect would grant

the Union or the Employer any rights or privileges which were not obtained in the negotiation process. The standard of proof to be considered by the Arbitrator shall be based upon a preponderance of evidence on the whole record. The Arbitrator shall be the judge of the relevance and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. No monetary award may be made for attorney fees, witnesses fees, costs, interest, or other expenses arising out of, or attributable to, the grievance appeal.

Except as provided in Civil Service Commission Rules and Regulations, the decision of the Arbitrator will be final and binding on all parties to this Agreement. Arbitration decisions shall not be appealed to the Civil Service Commission, except as may be provided by the Civil Service Commission Rules and Regulations. When the Arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) calendar days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing. A copy of the decision and a disc shall be sent to the management representative, the Office of the State Employer contract administrator and Council 25, if available from the Arbitrator.

If an arbitration hearing has been scheduled except in a case involving a grievance settlement, the party requesting a cancellation, postponement or rescheduling of the arbitration hearing shall be responsible for the Arbitrator's fees, if any.

No settlement (bilateral agreement) reached at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible as evidence in any future arbitration proceeding unless mutually agreed to otherwise.

Section C. Panel Selection and Administration.

Within thirty (30) days after approval of this Agreement and annually thereafter, Council 25 and the Office of the State Employer shall simultaneously exchange the names of six (6) labor arbitrators (who are members of the National Academy of Arbitrators, or on the American Arbitration Association, the Federal Mediation and Conciliation Service or Michigan Employee Relations Commission Rolls). Each party shall then have the right to strike three (3) names from the other party’s list. The remaining names shall be the pool of arbitrators to be used, in the order indicated below, for all grievances appealed to arbitration. Should a selected Arbitrator decline to serve on the panel, the party proposing the name may submit another name as part of the six (6) arbitrators to be considered by the other party. Should this process result in a panel of less than six (6), the parties will only strike two (2) names from each other’s list.

Once the panel is established the names will be listed in alphabetical order. Assignments shall be in a rotational order beginning with the first name for Education, the second name for Military & Veterans Affairs, the third name for Health and Human Services, the fourth name for Corrections, the fifth name for State Police, the sixth name for Natural Resources, and the seventh name for the

Department of Licensing and Regulatory Affairs. Council 25 will maintain a separate list for each department and an electronic copy shall be sent to the Office of the State Employer quarterly beginning March 1 of each year. Should a selected Arbitrator decline to serve for any of the above referenced departments and/or venues mutually agreed to by the parties, the Arbitrator shall be removed from the list.

Section D. Time Limits.

Grievances may be withdrawn once without prejudice at any step of the grievance procedure. A grievance which has not been settled and has been withdrawn may be reinstated based on new evidence not previously available within twenty-five (25) week days from the date of withdrawal.

The parties may mutually agree in writing to "hold" a grievance pending the outcome of an arbitration or an appeal in another forum (i.e. Workers' Compensation). Once a decision has been rendered, such grievance may be reactivated within twenty-five (25) week days from the date of the decision.

"Week" days are defined as Monday through Friday excluding contractual holidays.

Grievances not appealed within the designated time limits in Steps Two (2) of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure shall be considered automatically appealable to the next step. Where the Employer does not provide the required answer to a grievance within the time limit provided at Steps One (1) and Two (2), the time limits for filing at the next step shall be extended for ten (10) additional week days. Additionally, if the second step response from the Employer is not received within the time limits established under the collective bargaining agreement the Employer shall pay the full cost of the arbitration hearing. The time limits at any step or for any hearing may be extended by written mutual agreement of the parties involved at that particular step.

In the event a grievance is rejected by the Employer at any step as untimely, the issue shall be treated as separate and distinct at Step Three (3). Such issue shall be addressed by the submission of briefs to an Arbitrator. A decision by the Arbitrator shall be made prior to the merits of the existing grievance being heard.

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

Section E. Retroactivity.

Settlement of grievances may or may not be retroactive as the equities of the particular case may demand as determined by the Arbitrator. In any case where it is determined that the award should be applied retroactively, except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than one hundred and eighty (180) calendar days prior to the initiation of the written grievance in Step One (1). Employees who voluntarily terminate their employment will have their grievances immediately withdrawn but may benefit by any later settlement of a group grievance. Such employees may continue to pursue grievances concerning suspension, demotion, or denial of Public Acts 414, 280 or 232 benefits.

Section F. Exclusive Procedure.

The grievance procedure set out above shall be exclusive for all grievances permitted under Civil Service Commission Rules and Regulations. The grievance procedure set out above shall not be used for the adjustment of any dispute for which the Civil Service Commission Rules or Regulations require the exclusive use of a Civil Service Commission forum or procedure. All grievances filed prior to the effective date of this Agreement must be considered by the Arbitrator only under the provisions of the previous Agreement as though that Agreement were still in effect.

Section G. Processing Grievances.

Prior to a mutually scheduled meeting with management at each step of the grievance procedure, the grievant and his/her designated Steward will be permitted a reasonable amount of time, not to exceed one-half (½) hour per Grievant (or for group grievances one-half (½) hour per grievance), without pay for consultation and preparation for such grievance meeting, during their regularly scheduled hours of employment. Overtime is not authorized. Any pay provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations.

One (1) designated Steward will be permitted to process a grievance; in a group grievance, two (2) grievants shall be entitled to appear. Any pay provided by the Employer is governed by Civil Service Rules and Regulations.

Grievance meetings as provided for in Step One (1) shall normally be held during the regularly scheduled hours of employment of the grievant. Grievance meetings as provided for in Step Two (2) shall normally be held during the regularly scheduled hours of employment of the grievant or, if the grievant works an afternoon or night shift, as conveniently as possible to the employee's shifts and normally immediately preceding or immediately following an employee's shift. The Employer is not responsible for compensating any employees for time spent processing grievances outside their regularly scheduled hours of employment. Unless mutually agreed otherwise, the Employer is not responsible for any travel or subsistence expenses incurred by grievants or Stewards in processing grievances.

The issue of agencies where no Steward or Chief Steward is selected because of the small number or scattered distribution of Bargaining Unit employees and the option of waiving Steps One (1) in the grievance procedure shall be an appropriate subject of secondary negotiations in the Department of Corrections. The Chief Steward, Steward, or Alternate Steward from the jurisdictional area where the conference is to be held may represent the grievant at Step One (1) or Two (2) without pay. Any pay provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations.

Section H. Documents and Witnesses.

Upon written request, the Union and the Employer shall receive all documents or records which the parties intend to enter into evidence in the arbitration, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this Section. Documents requested under this Section shall be provided at least ten (10) calendar days before a scheduled arbitration hearing, if the parties intend to use such documents as evidence. Failure by either party to disclose a document shall make it inadmissible in arbitration.

At least ten (10) calendar days before a scheduled arbitration hearing, the parties shall provide to each other a written list of the witnesses each plans to call. If a witness list is not timely provided, the Employer shall release the requested witnesses. Any pay provided by the Employer for such union activities is governed by Civil Service Rules and Regulations. Witnesses which the Union intends to call will be relieved from duty. Nothing shall preclude the calling of previously unidentified witnesses.

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

Section I. State Employer.

Nothing in this Article shall preclude representatives of the Office of the State Employer from attending any grievance conferences or arbitrations. In the event that problems arise in the application of this Article a meeting will be held at the request of either party between a representative of Council 25 and a representative of the Office of the State Employer to attempt to resolve such problems.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE MEETINGS

Section A. Purpose.

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

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

1. Administration of the Agreement.
2. General information of interest to the parties.
3. Expression of employee's views or suggestions on subjects of interest to employees of the Bargaining Unit.
4. Recommendations of the Health and Safety Committee on matters relating to the Bargaining Unit employees in the Department.
5. Criteria for staffing ratios and production standards at agency level meetings. The parties agree that a proper relationship of workload to staff is a desirable goal to obtain.
6. The Union's participation in Agency Committees. This subject shall be discussed at agency Labor-Management meeting. If no resolution on this issue is reached at such meeting(s), a representative from the Department and from Council 25 shall attend the next regularly scheduled Labor-Management meeting at the request of either the Local Union or the Agency.

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

Department or Agency representatives shall notify the Union of administrative changes to be implemented by Management which will affect employees in the Bargaining Unit. Failure of the Employer to provide such information shall prevent the Employer from making such changes, until such notice is given in writing. Such changes shall be proper subjects for future Labor-Management meetings. Such meetings shall not be considered negotiations, nor shall they be considered as a substitute for the grievance procedure.

Section B. Representation.

The Union shall designate its representatives to such Departmental Labor Management Committee meetings in accordance with this Section. In the Department of Health and Human Services the Union shall designate up to five (5) permanent representatives who shall be employees in this Unit. The Union may

designate not more than two (2) additional representatives to participate in such meetings, based upon the matters scheduled in the agenda. In all other departmental meetings, the Union shall be entitled to designate up to two (2) permanent representatives who shall be employees in the Unit. The Union may designate not more than two (2) additional representatives to participate in such meetings, based upon the matters scheduled in the agenda.

Any pay provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations. The Union shall designate its representatives to Agency Labor Management Committee meetings in accordance with the following formulas:

In the Department of Health and Human Services, no more than three (3) permanent or alternate representatives at hospitals and centers, and two (2) additional representatives based on the agenda item. At Shawano, Bay Pines and MCTI, no more than one (1) permanent or alternate representatives and one (1) additional based on the agenda item. In the Departments of Education and Corrections, no more than two (2) permanent or alternate representatives and one (1) additional person based upon agenda item. In the Department of Military and Veterans Affairs no more than three (3) permanent or alternate representatives and one (1) additional person based upon the agenda item. In the Departments of State Police and Licensing and Regulatory Affairs no more than one (1) permanent or alternate representative and one (1) additional representative based on the agenda item. Such representatives for agency Labor-Management meetings shall be employed at the work location where such meetings take place. Additionally, in amalgamated locals, the Local President or designee shall be a representative of all Labor-Management meetings but will not be counted against the above numbers. The presence of additional representatives shall be limited only to the discussion of the agenda item(s) for which their attendance was requested unless mutually agreed otherwise. All Union representatives for departmental or agency Labor-Management meetings shall be employed in the Bargaining Unit. Council 25 Staff may attend departmental or agency Labor-Management meetings as Council 25 may elect.

At those agency Labor-Management meetings where the Appointing Authority or designee brings a secretary to take notes, the Union shall be entitled to bring one secretary/reporter who shall not participate except to take notes. An Employer or Union representative at such meetings who participates in the meeting and takes incidental notes shall not be considered a secretary for these purposes.

In the Department of Corrections, issues appropriate for discussion in the labor/management forum within the Bureau of Healthcare will be addressed by the Regional Healthcare Administrator rather than by the custody administration.

Agency and/or Departmental representatives shall not exceed the number of Union representatives (including Council 25 representatives, if any) authorized for any Labor-Management meeting. Any pay provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations.

Section C. Scheduling.

Departmental Labor-Management Committee meetings shall be scheduled on a bimonthly basis.

In Agencies where there are more than twenty (20) Bargaining Unit employees, agency Labor-Management meetings shall occur monthly, and more often upon mutual agreement of the parties. Such meetings may be rotated between shifts if mutually agreed by the parties. In Agencies where there are less than twenty (20) Bargaining Unit employees, Labor-Management meetings shall be scheduled upon the mutual agreement of the parties.

Requests for Agency meetings shall not be unreasonably denied. In the event it is alleged that a meeting has been unreasonably denied, the Council representative may seek resolution through the Departmental Human Resource Director or designee.

Where no items are placed on the agendas at least seven (7) days in advance of scheduled meetings, such meetings shall not be held.

Section D. Pay Status of Union Representatives.

Up to the limit established in this Article Union representatives to Labor-Management Committee meetings shall be permitted time off from scheduled work for necessary travel and attendance at such meetings. Any pay provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations. Overtime and travel expenses are not authorized.

Section E. State Employer.

As may be mutually agreed, representatives of the Office of the State Employer, may meet with representatives of AFSCME Council 25. Discussions at these meetings shall include, but not be limited to, administration of this Agreement.

Section F. Response to Labor-Management Committee Meetings.

The Employer and/or the Union shall respond, in writing, to all questions related to previously submitted agenda items raised in Labor-Management meetings within fourteen (14) calendar days unless mutually agreed otherwise. Said response shall address questions not answered or information not available by the conclusion of the meeting.

Section G. Labor-Management Council Committee.

The parties agree to establish a Labor-Management Council composed of members to be designated by the Union and the Office of the State Employer. Composition of the Council shall consist of up to six (6) members designated by the Union and up to six (6) members designated by the Office of the State Employer. No more than two (2) employee members shall be entitled to attend from each of the following departments: Department of Health and Human

Services, Military and Veterans Affairs, or Corrections. No more than one employee member shall be entitled to attend from any one agency. If the agenda does not contain items pertinent to one of these departments, the representative from that department shall not attend. All members who attend shall be knowledgeable about the agenda items to be discussed. Members of the Council shall make a good faith effort to attend scheduled meetings. This Council shall meet at agreed times and places, but at least twice yearly, if requested by either party, to examine and attempt to resolve issues of interdepartmental impact and/or statewide concerns.

Proposed agenda items will be exchanged by the parties at least fourteen (14) calendar days in advance of a scheduled meeting. The Office of the State Employer and Council 25 shall mutually agree on the agenda and shall each send the agreed upon agenda to its representatives at least seven (7) calendar days in advance of the meeting.

Health and safety concerns of an interdepartmental nature shall be one of the appropriate subjects for discussion at these meetings.

Expenses of the Council: Operating expenses such as clerical work, copying and distribution of materials will be borne by the Employer. Other costs, such as consultants, shall be shared equally unless otherwise agreed and not be incurred without mutual consent.

ARTICLE 11

HEALTH AND SAFETY

Section A. General.

The Employer shall make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards and contagious diseases. When the Union and/or the Employer suspects a contagious condition to exist, the County Health Department shall be contacted by the Employer within twenty-four (24) hours excluding Saturday and Sunday to determine if such contagious condition exists. When conditions have been demonstrated to be either unsafe or unhealthy, the Employer shall without undue delay take action to provide a safe and healthful place of employment.

Section B. First Aid Equipment.

It is the expressed policy of the Employer and the Union to cooperate in an effort to resolve health and safety problems. First aid equipment shall be provided at various locations in the work place.

Section C. Tools and Equipment.

The Employer agrees to furnish and maintain in safe working condition; all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Section D. Protective Clothing.

The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Michigan Department of Licensing and Regulatory Affairs.

Section E. Confidentiality of Records.

To insure strict confidentiality, only authorized representatives of the Employer or authorized Union representatives with the employee's written permission shall possess or have access to any employee medical records, including records prepared by a private physician, rehabilitation facility, or other resource for professional assistance.

Section F. Buildings.

The Employer will provide and maintain all state-owned buildings, facilities, and equipment in accordance with the specific written order(s) of the Michigan Departments of Licensing and Regulatory Affairs and/or Military and Veterans Affairs. Where facilities are leased by the Employer, the Employer shall make

every reasonable effort to assure that such facilities comply with the order(s) of the Michigan Departments of Licensing and Regulatory Affairs and/or Military and Veterans Affairs.

Section G. Contagious Diseases and Conditions.

In accordance with Departmental policies and the intent expressed in Section A, the Appointing Authority will, when a source of possible contagion becomes known, isolate such source if possible and notify the Union and all agency employees of the source, the possible contagion, the isolation steps taken, and those further precautions which will be required to avoid contagion. The Appointing Authority shall provide necessary supplies, training and equipment for such precautions. The parties recognize that individuals' rights regarding confidentiality may not be violated. However, employees' right to know shall be in accordance with applicable statutes.

The parties agree that the Employer and employees shall abide by the recommendations of the Centers for Disease Control (CDC), and M.I.O.S.H.A., referencing contagious diseases, and that they shall consider recommendations by the Michigan Department of Health and Human Services, the U.S. Department of Health and Human Services and the U.S. Department of Labor. The parties agree that the issue of recommendations by the U.S. Department of Health and Human Services may be discussed in the statewide Labor-Management Council pursuant to Article 10, Section G., upon the request of either party. The parties may mutually agree to abide by these recommendations.

The Employer will establish and/or continue a contaminated waste disposal system in accordance with CDC and MDHHS guidelines.

In accordance with CDC guidelines, protective garments such as gloves, gowns, aprons, masks, etc. shall be readily accessible to an employee who deals with residents whose behavior or actions indicate a need for a protective barrier.

The Department of Health and Human Services, youth facilities and Department of Corrections will make available in each assignment location "belt packs", consisting of protective gloves and a protective mask device for use when performing CPR, to employees whom the Department expects to have need of such items. The location and quantity of such belt packs shall be discussed in Labor-Management meetings.

Section H. Medical Examinations.

Whenever the Employer requires an employee to submit to a medical examination, medical test, including X-rays or inoculations, by a licensed physician selected by the Employer, the Employer will pay the entire cost of such services not covered by the current health insurance programs, provided that the employee uses the services provided and approved by the Employer. Employees required to take a medical or a gynecological examination and who object to the examination by a state employed doctor may be examined by a doctor mutually approved. In the

absence of mutual agreement the parties will select a physician from recommendations by a county or local medical society, by alternate striking if necessary.

When the Employer requires tests for tuberculosis, the Employer shall pay for such tests. Such tests may be provided on site by the Employer. If not provided on site, the employee may be allowed up to one-half (½) hour for the administration of the test. The employee may also be allowed up to one-half (½) hour for the reading of the test if it is not read on site. If the test or reading is scheduled during the employee's non-working hours, the employee may utilize up to one-half (½) hour equivalent time off from a working shift for the administration of the test. The employee may also be allowed up to one-half (½) hour equivalent time off for the reading of the test if it is not read on site. This Section is not intended to change current practices of on-site TB testing.

Section I. Foot Protection.

The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the employee to purchase approved safety shoes, the allowance paid by the Employer for the purchase of required safety shoes shall be the actual cost of such shoes up to a maximum reimbursement of $100.00 per pair per fiscal year or a maximum of $200.00 every two fiscal years. Employees shall have the right to purchase such safety shoes utilizing the allowance provided herein.

The issue of providing skid resistant or non-skid footwear for employees in food service work assignments shall be an appropriate subject for secondary negotiations, except in the Department of Health and Human Services, hospitals and centers where employees who are required to wear non-skid footwear will be reimbursed up to $100 for the purchase price once each calendar year.

Section J. Safety and Health Inspection.

When the Michigan Department of Licensing and Regulatory Affairs conducts a safety health inspection of a state facility a local Union official will be notified by the Employer and be released from work to accompany the inspector. Any pay provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations. The Union shall receive a complete copy of any and all reports provided to the Employer resulting from an inspection by the Department of Licensing and Regulatory Affairs.

Section K. Damage to Personal Items.

The Employer or Insurance Carrier will pay the cost of repairing or replacing personal effects (possessions owned by an employee) damaged or lost in the line of duty, in accordance with applicable laws and/or regulations of the State Administrative Board and unless otherwise reimbursed.

The value of such articles shall be determined at the time damage occurs.

The Employer shall make every reasonable effort to provide secure storage space for wearing apparel and personal property of the employees. Locations and a timetable will be taken up in secondary negotiations unless otherwise previously agreed to in secondary negotiations. The Employer shall make every reasonable effort to provide refrigerated space for employees.

At the first scheduled Labor-Management Committee meeting following the effective date of this Agreement the Appointing Authority or designee shall meet with the Local Union President or designee to discuss the subject of storage and refrigerated space. Points of discussion shall include location and security.

The Employer shall be held harmless for any losses that an employee may incur as a result of use of storage space or refrigerated space provided by the Employer.

In the Departments of Health and Human Services, hospitals and centers, and Education, claims for personal property loss claims involving eyeglasses shall be handled in accordance with Appendix B.

Section L. Health and Safety Committees.

Health and Safety Committees will be established within the appropriate facilities operated by the Departments of Education, Health and Human Services, and Military and Veterans Affairs. In the Departments of Natural Resources, Licensing and Regulatory Affairs and State Police, the Union's representation on Health and Safety committees shall be an appropriate subject for secondary negotiations.

In the Department of Corrections, subjects concerning Health and Safety shall be a proper agenda item for Labor-Management meetings at the Facility and/or Department level.

In the Departments of Education, Department of Health and Human Services, and Military and Veterans Affairs, should a Departmental Health and Safety Committee (s) be established, the Union shall be entitled to designate one (1) representative and may designate one (1) or more alternates to serve in the absence of the designated representative.

The designated Local Union representative shall be allowed time off to attend authorized committee meetings scheduled during his/her working hours. Any pay provided by the Employer to for such union activities, is governed by Civil Service Rules and Regulations.

In the Departments of Education, Department of Health and Human Services, and Military and Veterans Affairs each Agency shall continue a Health and Safety Committee. This committee shall be appointed by the Agency Appointing Authority and shall include the Union's designated representative.

The chairperson of the committee shall be appointed by the Agency Appointing Authority and shall be responsible for notifying the committee members of

meetings, conducting the meetings, preparation and distribution of minutes, reports and other documents, arranging for conference rooms, and similar administrative tasks.

Such committee shall meet bimonthly or more often if mutually agreed at the request of either party for the purpose of identifying and correcting unsafe or unhealthy working conditions which may exist. Appointments to the committee shall be made within thirty (30) days following the effective date of this Agreement.

Section M. Compliance Limitations.

Recommendations which have not been acted upon within three (3) months may be grieved by the Union as an unsafe or unhealthful condition of employment commencing at Step Three of the Grievance Procedure provided in this Agreement; provided, that where a clear and present danger exists, the Union may grieve at any time at Step Two. The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make a positive effort to obtain the necessary funds.

Section N. Evacuation Plans.

Upon the Union's request, each agency or work location shall submit to the Union for review and comment a copy of its emergency evacuation plan.

Section O. Unexpected Immediate Danger.

In a situation which presents an unexpected immediate danger to an employee(s), such employee(s) shall be either: (1) relocated (temporary transfer to another assignment location within the Agency); or (2) put on administrative leave until the assignment location has been made safe and healthful or (3) the Employer shall immediately correct the dangerous situation.

Section P. Use of Employer Facilities.

Employees shall be permitted to use the Employer's recreational facilities on non-work time or for non-work related purposes upon approval of the Appointing Authority.

ARTICLE 12

SENIORITY

Section A. Seniority Definitions.

For the purposes indicated below, seniority shall consist of the total number of continuous service hours of an employee in the State Classified Service, except that no hours paid in excess of eighty (80) in a biweekly pay period shall be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay (except military leaves of absence for up to 10,400 hours in accordance with Federal statutes) or layoff, except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff. Employees off work due to compensable injury or illness shall also receive credit for longevity.

1. Seniority as defined above shall be used for:

    a. Annual Leave Accrual: If an employee leaves State Classified employment and is later rehired, he/she shall accrue annual leave at the same rate as a new hire. However, once a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for annual leave accrual. The only exception shall be for employees rehired who repay severance pay received. (See Article 22, Section Q.)

b. Longevity Pay: If an employee leaves State Classified employment and later is rehired, he/she shall receive no longevity pay. However, once such a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for longevity pay. The only exception shall be for employees rehired who repay severance pay received. (See Article 22, Section Q.)

Section B. Seniority Lists.

Seniority definition is a prohibited subject of bargaining effective January 1, 2019, and governed by Civil Service Rules and Regulations.

The employer will prepare seniority lists structured by Department and Agency, and classification showing the continuous service hours of all unit employees on the payroll on the preparation date. The seniority list for an Agency shall be prepared at the end of the first full pay period in December and June. The seniority list will be posted not later than two (2) pay periods after preparation. The Agency is only obligated to post such list once each period. Current practices of posting seniority lists shall continue. Seniority lists reflect hours credited the pay period

prior to the preparation date. An electronic or hard copy of the current seniority list shall be furnished to the Local Union.

Any employee or the Union shall be obligated to notify the Human Resource Office in writing of any alleged error in current seniority list within fourteen (14) calendar days of the date such lists were provided to the Union and posted for employee review. If the employer becomes aware of an error within this fourteen (14) calendar day period, the employer shall notify the employee and the Local Union representative in writing. Any error reported in this fourteen (14) calendar day period which is found valid shall be corrected promptly, and the list will stand as corrected and will become effective as indicated below. If no error is reported within this fourteen (14) calendar day period, the list will stand as prepared and will become effective as indicated below.

ARTICLE 13

LAYOFF AND RECALL PROCEDURE

Assignment of staff, including layoff and recall, is a prohibited subject of bargaining and is governed by Civil Service Rules and Regulations.

In the Department of Education, school year employees (180 day employees) accepting summer employment opportunities shall receive the employee's regular hourly rate with all benefits normally continued for employees on summer layoff. Other employees shall receive their regular hourly rate with normal benefits for their employment type.

Employees may continue their health insurance up to three years from date of layoff at their expense. The Employer shall notify all employees that they may, at their expense, continue their health insurance coverage up to a period of three (3) years from date of layoff at the group rate. The Employer shall also notify employees that they may, at their expense, continue their dental, vision, and life insurance coverage up to a period of eighteen months from date of layoff at the group rate. Employees who are not eligible for Severance Pay in accordance with Article 22, Section Q may elect in writing to pre-pay their share of premiums for health, dental, and/or vision 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 health, dental, vision, and life insurance for these two (2) pay periods for employees electing this option. Coverage for the above insurances shall then continue for these two (2) pay periods. This four (4) week period shall be included in the three (3) year or eighteen (18) month period.

Section A. Layoff and Recall Information to Union

The Appointing Authority agrees to provide to the Local Union copies of current seniority list(s) upon request.

The Employer agrees to provide to the Local Union copies of all Agency recall lists utilized during the recruitment process, as well as copies of job postings, upon request.

Section B. Annual Leave

A laid-off employee who is recalled from the Agency recall list within a period that does not exceed two (2) pay periods shall be given the option of "buying back" annual leave credits up to the balance paid out at the time of layoff. A laid-off employee who is recalled from the Department recall list within a period that does not exceed two (2) pay periods shall be given the option of "buying back" annual leave credits up to a maximum of ten (10) workdays. Repayment shall be at the same rate at which the annual leave was paid off.

Employees who are being laid off under this Article shall have the option of freezing all, or any part, of their annual leave upon layoff. These annual leave hours shall

be paid unless the employees indicate in writing, prior to the date of layoff, to the Appointing Authority or designee the number of hours to be frozen.

Employees who opt to freeze annual leave shall at any point after sixty (60) days from layoff, but before recall rights expire, receive payment without undue delay for the frozen annual leave by notifying the Appointing Authority or designee in writing of the intent to accept pay for the annual leave. Hours paid off under this Section shall be paid at the employee's last base rate of pay. For purposes of this Section, "layoff" means the termination of active state employment solely as a direct result of a reduction in force.

ARTICLE 14

ASSIGNMENT AND TRANSFER

Assignment of staff, including transfer, is a prohibited subject of bargaining and governed by Civil Service Rules and Regulations.

Section A. Permanent-Intermittent Employees.

1. Permanent-intermittent employees are entitled to all benefits in accordance with Article 16. 3. Permanent-intermittent employees shall have their holiday pay calculated in accordance with current practice except where such an employee works full-time for all non-holiday hours during the pay period in which the holiday occurs, whereupon they will be entitled to full holiday credit.

2. Any and all other issues arising out of the employment of permanent-intermittent employees shall be discussed in Labor-Management meetings.

3. The Employer agrees to provide a minimum call-in guarantee of two (2) hours for permanent-intermittent employees who are scheduled to work or called in to work in accordance with departmental practice and who after arriving at the work site, are advised that they are not needed, or work less than two (2) hours. The minimum call-in guarantee above two (2) hours shall be a subject of secondary negotiations.

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

5. Permanent-intermittent and part time employees who have worked two thousand eighty (2,080) hours or more in a fiscal year shall have the option of becoming permanent full time employees by notification to the Human Resource Director of the Agency. In the Department of Education only, employees who are in pay status two thousand eighty (2,080) hours or more in a fiscal year shall have such option. If an employee elects to accept permanent full-time employment, their current position will be converted to full-time and be posted as an original vacancy.

Section B. Limited Term Employees.

When an employee has been in any limited term appointment(s) for four thousand one hundred sixty (4,160) continuous service hours (excluding military service hours) in the same department, the employee shall have the option of becoming a full time permanent employee by written notification to the Human Resource Director of the Agency, unless the employee is working in a project which has an established ending date. An employee in a limited term appointment for less than four thousand one hundred sixty (4,160) continuous service hours (excluding military service hours) may apply to become a full time permanent employee by

written request to the Human Resource Director of the agency. AFSCME's Local President shall be advised of any employee who is working on a project with an established ending date. This provision shall not apply to employees in the Department of Corrections Central Office. If an employee elects to accept permanent full-time employment, their current position will be converted to full-time and be posted as an original vacancy.

ARTICLE 15

HOURS OF WORK AND OVERTIME

Section A. Work Period.

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

Section B. Work Day.

The work day shall consist of twenty-four (24) consecutive hours commencing at 12:01 a.m. except where mutually agreed. Employees will be compensated on the basis of the calendar day on which their shift begins for the regular hours of that shift.

Section C. Work Schedules.

Scheduling is a prohibited subject of bargaining and governed by Civil Service Rules and Regulations. Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotation. Employees may request to trade their work schedule.

Section D. Meal Periods.

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

In the Department of Corrections, those employees who receive a paid meal period and are required to remain at their work assignment for such meal periods shall be provided a meal without charge from the same menu provided the residents. To be eligible, the employee shall be:

1. Employed and assigned within the security perimeter of a correctional facility where departmental food service facilities are available; and
2. Required to remain at the correctional facility for the full regular shift during the period provided for consuming the meal; and
3. Entitled to receive full pay for the period during which the meal is to be consumed.

Section E. Lounge and/or Eating Areas.

Where current practice provides, the Employer shall continue to provide adequate lounge and/or eating areas, separated from clients and employees' normal areas of work.

The Employer recognizes the desirability of providing an adequate lounge and/or eating area conveniently located and accessible to all employees. In those work

locations that do not presently provide such accommodations, the Employer will make a reasonable attempt to provide space for this purpose. Space provided shall be separated from patients/residents and employees' normal work areas and accommodate all those employees who are scheduled to utilize the same at any given time.

The Employer shall, in all lounge and/or eating areas, provide heat, lights, furniture, and where practical an electrical outlet.

Section F. Pyramiding.

Premium payment shall not be duplicated (pyramided) for the same hours worked.

Section G. Overtime

1. Definitions.

a. Overtime:

In accordance with Fair Labor Standards Act, for Agency based employees in the Departments of Health and Human Services, Corrections and Military and Veterans Affairs, overtime is time that an employee, including part-time and permanent-intermittent employees, is in pay status in excess of eight (8) hours in a day or eighty (80) hours in a biweekly pay period for all consecutive hours in excess of eight (8) hours. For all other employees, overtime is time that an employee, including part-time and permanent-intermittent employees, is in pay status in excess of eight (8) hours in a day or in excess of forty (40) hours in a week or for all consecutive hours in excess of eight (8) hours. Employees who are authorized and do work in excess of the hours described above shall be paid at the rate of one-and-one-half (1½) the employee's straight time base hourly rate or compensatory time in accordance with Section H. below.

For purposes of determining pay status, banked leave time, compensatory time, non-union administrative leave, holiday pay, and military leave, in accordance with Civil Service Rules and Regulations, shall be treated as time worked.

2. Application.

In the Department of Military and Veterans Affairs, employees who work overtime to cover the absence of non-Civil Service workers employed by a contract vendor shall receive a premium of up to $0.50/hour for all overtime hours worked in such assignment to be included in calculations for overtime rates if and only if the vendor is contractually obligated to provide full reimbursement of such state employee overtime including said premium.

a. Payment of Overtime

It shall be the regular practice of the Employer that payment for overtime is to be made the pay day of the first pay period following the pay period in which the overtime is worked.

b. Call-Back Pay

Call-back is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work. Contacting an employee at work to have that employee work an additional period of time at the end of the current shift shall not constitute call-back. Employees who are called back and whose call-back time is adjacent to their regular working hours shall be paid only for those hours worked. Employees who are called back and whose call-back hours are not adjacent to their regular working hours shall be guaranteed a minimum of three (3) hours compensation.

Section H. Compensatory Time.

Employees may choose either to receive cash payment or compensatory time for holiday hours worked in excess of eighty (80) in a pay period. Overtime credit earned on a particular day may not be split between cash pay and compensatory time. Employees may accumulate up to a maximum of one hundred and twenty (120) hours of such compensatory time.

In the Department of Corrections, employees may choose to receive compensatory time for overtime worked (including holiday hours worked in excess of 80 hours in a pay period), up to a limit of 144 hours in a fiscal year. Corrections Department employees may accumulate up to a maximum of one hundred (100) hours of such compensatory time.

Employees who wish to use compensatory time may do so only with prior approval of their supervisor. Such compensatory time must be utilized before the employee can use annual leave except where an employee at the applicable Annual Leave "cap" would thereby lose annual leave. Departmental practices in the administration of compensatory time shall continue unless altered in secondary negotiations.

Upon separation for any reason the employee shall be paid for all unliquidated compensatory time.

In the Department of Education, and MCTI in the Department of Health and Human Services and the Michigan Youth Challenge Academy in the Department of Military and Veteran Affairs, the provisions of this Section shall be negotiated in secondary negotiations at the request of either party.

At the employee's option, the employee may be paid for compensatory time credits which have been unused. The employee must notify the agency in writing for the number of hours for which he/she wishes payment no later than November 15 of each year. Payment for such unused compensatory time shall be made in the first

full pay period in December. Employees may not designate more hours for payment than they have accrued as of November 15th of each year.

ARTICLE 16

ADMINISTRATION OF HOLIDAYS AND LEAVE BENEFITS

Section A. Sick Leave Application.

The parties will fully utilize the methods currently available to resolve Union and Employer difficulties in regards to unscheduled absences. Methods may include, but are not limited to: special Labor-Management meetings, creation of Agency Labor Management study committees, and Steward/supervisor programs, in an attempt to remedy the situation.

The parties, upon mutual agreement at the Agency level, will encourage trial implementation of programs that do not violate the AFSCME Agreement or Department or Agency policies.

It is the intent of the parties to explore means and methods of reducing unscheduled absences.

1. Sick leave may be used by an employee for:

    a. Illness, disability, or injury of the employee, or exposure to contagious disease endangering others, any of which necessitates the employee's absence from work;

    b. Appointments with doctor, dentist, or other professional medical practitioner to the extent of time required for such appointments when it is not possible to arrange such appointments for non-duty hours; or

    c. In the event of illness or injury in the immediate family which necessitates the employee's absence from work. Immediate family shall be spouse, parent(s) or foster parent(s), children or stepchildren, brother(s), sister(s), parent(s)-in-law, grandparent(s), grandchildren, or any person(s) for whose financial or physical care the employee is principally responsible.

2. All sick leave used shall be certified by the employee and verified by such other evidence as required by the Employer. Falsification of such evidence shall be cause for discipline up to and including dismissal. When the Employer has reasonable grounds for doing so, the Employer may require the employee to provide acceptable verification. Such requests should be made as soon as administratively feasible, which is generally at the time the employee notifies the appropriate employer representative of their absence.

3. Employees may notify the appropriate employer representative as soon as the need for sick leave is known, however all employees shall call in no later than the time frame established by the department.

In the Department of Corrections, the existing secondary Agreement shall remain in effect unless altered by further secondary negotiations, subject to Civil Service Commission approval.

Proper medical verification shall consist of a written statement from the employee's physician indicating the date seen by the physician, verifying the illness or injury of the employee or immediate family, the medical condition necessitating the absence and prognosis of the employee and the employee's ability to return to normal duties, any limitations, or needed accommodations and their duration, and the date of such return.

Such records are, by their very nature, confidential and such confidentiality must be preserved and protected. Where the employee claims that such verification might compromise the confidential nature of the illness or disability, the employee may submit such verification directly to the Agency Human Resource Officer in the Department of Health and Human Services, hospitals and centers; the Facility Director in the Department of Health and Human Services; the Central Office Human Resource Office in the Department of Military and Veterans Affairs; the Human Resource Medical Leave Officer in the Department of Education; the Human Resource Office or Disability Unit in the Departments of Corrections; Human Resource Director in the Department of Natural Resources; the Appointing Authority or designee in the Department of Licensing and Regulatory Affairs and; the Disability Management Section in the Department of State Police.

Section B. Annual Leave Application and Scheduling.

Scheduling is a prohibited subject of bargaining effective January 1, 2019, and governed by Civil Service Rules and Regulations.

The parties agree that vacations are important to employees in this Bargaining Unit. To the extent possible all employees in this Bargaining Unit shall be granted a vacation if requested. The parties also recognize that operational considerations may limit the number of employees who are granted vacations at any one time. It may therefore be necessary to grant such vacations at times other than those requested.

Consistent with the operational needs of the Employer, annual leave, including banked leave time (BLT), may be granted at such times during the year as requested by the employee, in the order received.

Annual leave and/or vacation may be requested and approved based on anticipated accrual of leave credits by the effective date of the requested vacation.

Annual leave and/or vacation approved by supervision may not be unreasonably denied or unreasonably withdrawn by the Employer.

In the event the employee does not have sufficient leave credits (annual leave or compensatory time) to cover an approved vacation, the vacation must be shortened to coincide with the available leave credits or, in the case of substantiated mitigating circumstances, the Appointing Authority or designee may authorize a deviation from this provision.

The parties recognize that emergencies arise which prevent employees from coming to work or cause them to come to work late. The Appointing Authority or designee may request verification to clarify the emergency, if there are reasonable grounds for doing so. When the Appointing Authority or designee makes such request, the employee shall be provided, in writing, what information is needed to clarify the emergency. The Appointing Authority reserves the right to refuse to excuse an absence where there are reasonable grounds for doing so or if the employee fails to provide verification.

Emergency annual leave shall not be unreasonably requested or unreasonably denied.

With prior approval, annual leave may be utilized in the same fashion as sick leave in the event an employee's sick leave credits are exhausted (except as indicated in Section C). If it is impossible for an employee to request such prior approval, approval may be granted after the employee returns to work.

If employees have a health emergency, they may use annual leave rather than sick leave if they provide acceptable verification to clarify such health emergency. The Appointing Authority reserves the right to refuse to excuse an absence where there are reasonable grounds for doing so or if the employee fails to provide verification. In the event that annual leave is utilized in the same fashion as sick leave, the employee's attendance record will reflect that sick leave was used although the hours will be deducted from the employee's annual leave accruals.

Employees on annual leave who become ill or are injured and who thereby require (1) hospitalization, (2) emergency surgery/treatment and convalescence therefrom, or (3) a return to home and confinement thereto, may convert such period of time to sick leave. Employees required to return from annual leave because of death or unexpected illness of a person for which sick leave could normally be used may convert such time to sick leave.

In the event an employee's request for annual leave cannot be granted, the Employer shall indicate the reason in writing for the denial to the affected employee. The Employer will implement a procedure for retaining denied annual leave requests by the applicable division or department. Available annual leave shall then be granted in accordance with this Section (in the order received). The file of requests shall be available to the Union and affected employees for monitoring. Details of implementing the procedure may be discussed at the request of either party in Agency Labor-Management meetings.

The parties further agree that, should difficulties arise in the application of the above paragraph, a Department Labor-Management meeting will be held to address the problems. Until such meeting is held, the Union agrees not to file grievances on the matter. In the event that the problem cannot be resolved at such meeting, time limits for filing of grievances shall be tolled until after the meeting has been held.

Upon request, any full time permanent employee shall be granted eight (8) hours off using accrued annual leave or comp time on the day that coincides with their birth date. Compensatory time must be used prior to use of annual leave unless the employee is at the annual leave "CAP". If the employee's birth date occurs on a holiday or "R" day, this day off shall be scheduled within the same pay period as the birth date as requested by the employee. Requests must be made in writing at least thirty (30) calendar days in advance of the employee's birthday.

Section C. Unexcused Absences.

It is hereby agreed and understood between the parties that the use of language in the Section regarding use of leave credits or unscheduled absences is intended to improve the attendance of employees. Employees shall not be subject to disciplinary action solely on the basis of the number of leave hours banked. This provision shall not be utilized by the Employer in an arbitrary or capricious manner.

For purposes of the Article, "unexcused absence" is defined as an employee's absence from scheduled work for any period of time for which the employee does not provide requested acceptable verification; and "occurrence" is defined as one time regardless of duration.

An employee who has had notices of lost time for two (2) occurrences of unexcused emergency absence within four (4) pay periods of work shall have all subsequent emergency occurrences treated as unapproved lost time regardless of the reason for such absence. However, an employee who had sixty (60) calendar days of attendance without an occurrence of unexcused absence shall no longer fall under the provisions of this Section until and unless a new series of occurrences arise.

Any approved absence from work shall not serve to circumvent the provisions of this Section. This time away from work shall be bridged in the calculation of the reference periods. Lost time is not, in and of itself, discipline. Situations where the application of this Section results in an undue hardship on the employee may be appealed directly to Step Two of the grievance procedure.

Section D. Holiday Notice.

Employees scheduled to work a holiday shall be given, whenever possible, thirty (30) calendar days advance notice.

Section E. Designated Holidays.

On the following holidays, permanent full-time employees shall be allowed eight (8) hours paid absence from work, and other-than-full-time employees shall be allowed paid absence from work:

New Year's Day (January 1)

Martin Luther King Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Election Day (general election day in even numbered years)

Veterans Day (November 11)

Thanksgiving Day (4th Thursday in November)

Thanksgiving Friday (Day after Thanksgiving)

Christmas Eve Day (December 24)

Christmas Day (December 25)

New Year's Eve Day (December 31)

Section F. Eligibility.

Permanent full-time employees, regardless of work schedule, qualify for paid holiday absence by being in full pay status:

1. The last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday when both days fall within the same biweekly work period; or
2. The 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
3. The 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. If a holiday occurs or is observed on the first scheduled work day of a new employee's initial biweekly work period, such employee shall not qualify for paid holiday absence for that day.
4. An employee shall not be eligible for both holiday absence pay and any other form of paid leave on a contractual holiday.

Section G. Work on a Holiday.

Employees required to work on a holiday shall have such day treated as a regular work day. Employees who are in pay status for more than eighty (80) or forty (40) hours (depending on their base for overtime payment) in a pay period as a result of working such holiday shall have the time in excess of eighty (80) or forty (40) hours in a pay period treated as regular overtime work. Employees may choose either to receive cash payment or, with Departmental approval, compensatory time

for such hours worked in excess of eighty (80) or forty (40) in a pay period in accordance with Article 15 (Hours of Work), Section N.

Section H. Bereavement Leave.

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

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of someone other than those listed in Article 16.A.1.c. above. Such time shall be covered by accrued sick leave, comp time and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of one occurrence of one day per year if requested. For leave involving the death of a brother in-law, sister in-law, son in-law or daughter in-law, the employee shall be guaranteed the day of the funeral off, plus time off for any necessary travel to attend the funeral, not to exceed an additional two days leave.

Section I. Annual Leave Donation.

Upon employee request, unless provided otherwise in the collective bargaining agreement, annual leave credits may be donated and transferred to other employees facing a financial hardship under the following conditions:

1. Donations:

    a. Annual leave donations must be in whole hour increments and must be for a minimum of eight hours and cannot exceed a maximum of 40 hours per employee annually.

    b. A direct donation to a particular employee may occur at any time.

    c. Employee donations are irrevocable.

    d. The right to donate hours is not limited to employees in this Bargaining Unit where reciprocal agreements exist with other exclusive representatives or is provided for in Civil Service Commission Rules and procedures for non-exclusively represented employees. Donations must be between employees within the same Department.

2. Right To Receive Annual Leave Donations: An employee may receive donated annual leave credits under the following conditions:

    a. The employee must have successfully completed his/her initial probationary period and must be facing financial hardship due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child, or

parent. A financial hardship is defined as facing 40 or more hours of lost time due to the circumstances at hand.

b. The employee must have exhausted all of his/her own leave credits (compensatory time, annual leave, sick leave, BLT and deferred hours), and not be receiving LTD or Workers' Compensation.

c. The employee's absence from work must have been approved by the Employer.

d. The employee may receive a maximum of 240 hours as provided in Section 1. above.

e. Accepted donations shall not exceed hours used by the receiving employee.

3. Procedure: Where the Local President, Council 25 and facility administration agree that annual leave donation is appropriate, the request, along with a list of employees wishing to make donations and signed donation forms, shall be forwarded to the Department Labor Relations Manager or designee, as appropriate. Such request should also include the circumstances of the hardship.

ARTICLE 17

LEAVES OF ABSENCE

Section A.

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 or as otherwise provided in this Article.

Section B. Request Procedure.

Any request for a leave of absence without pay shall be submitted in writing by the employee to the employee's Agency Human Resource Officer at least fourteen (14) calendar days in advance of the proposed commencement date for the leave, except under emergency (which may include medical reasons) circumstances. The request shall state the reason for and the length of the leave of absence being requested.

The Agency Human Resource Officer shall consult with the Appointing Authority and furnish a written response.

Requests for leaves of absence shall be answered within fourteen (14) calendar days following receipt of all pertinent information or requested documentation.

Section C. Approval.

Except as otherwise provided in this Agreement, employees may be granted a leave of absence without pay for a period up to six (6) months. The Appointing Authority shall consider its operational needs, the employee's length of service, performance record and leave of absence history in reviewing requests for a leave of absence. 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.

Except as otherwise provided in this Agreement, an employee may elect to carry a balance of annual leave not to exceed one hundred sixty (160) hours during a leave of absence. Such leave balances shall be made available to the employee upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

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

1. Educational Leaves of Absence.

The Employer may approve an individual employee's written request for a full-time educational leave of absence without pay for an initial period of time up to two (2) years. An employee denied a medical leave of absence, or extension, shall have an educational leave approved, provided they meet the

requirements of this Section. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Before the leave of absence can become effective, a curriculum plan and proof of enrollment must be submitted by the employee to his/her Appointing Authority. At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such education shall be directly related to an employable classification in the employee's Department. Such employee may return early from such a leave upon approval by the Employer. The Employer shall approve or deny the request for leave of absence without undue delay. Any denial shall include a written explanation of the denial, if requested by the employee.

Employees may also request approval for an education leave for education which is not directly related to an employable classification in the employee's Department.

Employees granted a leave of absence under this provision shall not have return rights upon expiration of the leave and shall be so advised in writing before going on the leave.

a. New Careers Educational Leave

   Employees at downsizing agencies shall be entitled to up to a two (2) year educational leave of absence which may or may not be directly related to an employable classification in the employee's Department. Employees granted a leave of absence under this provision shall not have return rights upon expiration of the leave and shall be so advised in writing before going on the leave.

   Employees who complete a course of study which may make them eligible for employment in a different field of employment shall be given assistance by the Employer in getting their names on Civil Service registers for classifications for which they are eligible.

2. Medical Leaves of Absence.

Upon depletion of accrued sick leave credits, an employee upon request shall be granted a leave of absence for personal illness, injury or temporary disability necessitating his/her absence from work if that employee is in satisfactory employment status. This guarantee shall only apply when the employee has had less than six (6) months medical leave of absence within the preceding five (5) years. Time off on medical leave of absence due to pregnancy shall not be counted against the six (6) month guarantee. An employee whose leaves including any extensions totals less than six (6) months during the five (5) year period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months within such five (5) year period. Employees with twenty (20) years or more of continuous service shall be granted up to an additional six (6) months

of medical leave of absence beyond the guarantee as referenced above. In all other cases an employee may be granted such leave for the above reasons. Such leave may be granted for a period of up to six (6) months upon providing required medical information. The employee's request shall include a written statement from the employee's physician indicating the medical condition and prognosis necessitating the employee's absence from work and the expected return to work date. The Employer shall not count paid leave time toward any medical leave of absence entitlement.

In addition to the operational needs of the Employer and the employee's work record, the Appointing Authority in considering requests for extension will consider verifiable medical information that the employee will be able to return at the end of the extension period with the ability to return to normal duties (any limitation and duration and date of such return).

Prior to returning to work from a medical leave of absence, the employee will be required to present medical certification of his/her fitness to resume performing normal duties (any limitations and duration and date of such return).

The Employer reserves the right to have the employee examined by a physician selected and paid by the Employer for the employee's initial request, extension and/or return to work. Employees who object to examination by a state employed doctor may be examined by a mutually approved doctor. In the absence of mutual agreement, the parties will select a physician from recommendations from a county or local medical society, by alternate striking if necessary.

Such records are, by their very nature, confidential and such confidentiality must be preserved and protected. Where the employee claims that such verification might compromise the confidential nature of the illness or disability, the employee may submit such verification directly to the Appointing Authority.

3. Military Leave.

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Civil Service Commission Rules and the applicable federal statutes. If Civil Service Commission Rules or Regulations are revised, the parties shall meet to discuss their application to bargaining unit members.

a. Temporary Military Leave of Absence.

Any employee occupying a classified position by appointment of unlimited duration and who is a member of a reserve component of the armed forces of the United States shall be entitled to a temporary military leave of absence when ordered, whether voluntarily or involuntarily, to active duty training or inactive duty training. A temporary military leave of absence for active duty training shall be with pay equivalent to the difference between the employee's military pay and the regular state salary for each day of

absence from scheduled state employment, if the military pay is less for those same days. Such leave shall not exceed fifteen (15) calendar days of absence from scheduled employment in any calendar year. Continuous state service shall be allowed for the period of temporary military leave of absence. An employee in full pay status shall be entitled to holiday pay for a designated holiday which occurs or is observed during the period of temporary military leave of absence. Military pay earned on a holiday shall not be considered in determining the amount of state salary for the holiday.

b. Emergency Military Leave of Absence.

Any employee occupying a classified position by appointment of unlimited duration and who is a member of a reserve component of the armed forces and is ordered to perform state emergency duty, by compulsory call of the Governor or the President, shall be granted a military leave as provided under Civil Service Commission Rules and the applicable federal statutes. If Civil Service Commission Rules or regulations are revised, the parties shall meet to discuss their application to bargaining unit members.

4. Parental Leave.

Upon written request an employee shall, after the birth of his/her child, or adoption of a child, be granted a parental leave for up to six (6) months. Parental leave shall commence immediately following the mother's medical leave or upon adoption of a child. Parental leave for males shall commence no later than six (6) weeks following delivery, or upon adoption of a child. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. The Employer may grant an extension of such leave upon the request of the employee, based on operational needs of the Employer. 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. Parental leaves shall not count toward the six (6) month medical leave under Section C.2 above.

5. Family and Medical Leave Act.

Under the provisions of the Federal Family and Medical Leave Act (FMLA), upon request, an employee who has worked for the state for at least twelve (12) months and 1,250 hours during the twelve (12) month period, is entitled to a combined total of twelve (12) work weeks of paid or unpaid leave in a twelve (12) month period for all qualifying leave types. The twelve (12) month period during which an employee’s twelve (12) week entitlement occurs will be as provided in the Compensation Standards and Procedures approved by the Civil Service Commission.

a. Leave entitlement under the provisions of the FMLA shall be granted to eligible employees for:

- Care for a newborn or recently adopted child.
- Care for a foster child placed with the employee.
- To care for a spouse, parent or child with a serious health condition.
- To take time off work because of the employee's own serious health condition.

It is understood that when an employee uses his/her entitlement to FMLA leave, the amount of time used under the FMLA shall count towards the employee's guarantee of the like type of contractual leave of absence as indicated below:

FMLA Leave Types:	Contractual Leave Types:
Birth or adoption	Parental Leave
Foster Care Placement	None
Medical Leave for Self	Up to three (3) months of Medical Leave of Absence in a five (5) year period

When both spouses work for the state, they are limited to a combined total of twelve (12) work weeks of FMLA leave in the case of a birth, adoption or foster care placement of a child.

b. Use of Leave Credits/Employee Initiated:

Employees entitled to leave under the FMLA may use accumulated annual or personal leave for any FMLA leave type. Accumulated sick leave credits must be depleted prior to going on an unpaid medical leave. Sick leave credits may be used for a family medical leave, but sick leave credits may not be used for a parental leave. The use of such time, and the order in which it is used, must be indicated by the employee, in writing, at the time the request is made. Employees are not required to request that leave credits be used, however, the use of leave credits may be required by the Employer in accordance with this Section. Employees on FMLA reduced work schedule or intermittent FMLA leave shall also have the option to use leave credits for the employee's FMLA time as provided in this Section. At the onset of an unpaid FMLA leave, employees may elect to be paid off on all or part of unused annual leave balance.

c. Use of Leave Credits/Employer Initiated:

If leave usage qualifies under the FMLA, the employer will have the option to utilize the employees leave credits as follows:

Family Medical Leave - Sick leave to no less than eighty (80) hours balance.

d. Reduced or Intermittent Schedule.

Employees who are on a reduced FMLA work schedule or FMLA intermittent work schedule shall have such time deducted from their twelve (12) week entitlement in a twelve (12) month period on a per hour basis except for part time and permanent-intermittent employees, whose time shall be pro-rated. Reduced or intermittent schedules may be taken for FMLA parental leave only with the approval of the Employer. The Employer may temporarily reassign (not to exceed the twelve (12) week entitlement) an employee requesting an FMLA intermittent or FMLA reduced work schedule. When employees are temporarily reassigned, the Local Union will be notified, in writing, by the Agency Human Resource Director. Such notice shall contain the name of the employee and the position to which the employee is being temporarily assigned, as well as the employee's work schedule and shift hours.

e. Insurances.

While an employee is on an unpaid FMLA leave, the Employer shall pay the Employer's share of current medical insurance (excluding vision and dental). The employee is responsible for his/her share. If the employee does not return to work at the end of the unpaid FMLA leave, the Employer may recoup the Employer's share of insurance premiums paid during the unpaid FMLA leave, unless the reason the employee did not return was a continuation or recurrence of the same health related condition or circumstances beyond the control of the employee.

f. Return from FMLA Medical Leave.

Prior to returning to work from a FMLA medical leave of absence, the employee may be required to present a fitness for duty medical certification.

Section D. Waived Rights Leave of Absence.

The Employer may grant a waived rights leave of absence to an employee in those situations when an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. Employees do not have the right to return to state service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the employee's Appointing Authority in writing specifying the reason for the request. An employee granted a waived rights leave of absence may not carry any annual leave balance during such leave. An employee shall receive a written explanation concerning the conditions of a waived rights leave of absence.

Employees who wish to take an educational leave of absence when such education is not directly related to an employable classification in the employee's Department may request a waived rights leave of absence for this purpose. Consistent with operational needs, such leave shall be granted for not more than

three (3) years. Employees who complete a course of study which may make them eligible for employment in a different field of employment shall be given assistance by the Employer in getting their names on Civil Service registers for classifications for which they are eligible.

Section E. Jury and Witness Duty.

Employees engaged in jury duty, including the jury selection process, shall be released from scheduled work assignment for such duty.

Employees so released may elect one of the following arrangements:

1. Leave of absence without pay, with employee retaining jury fees; or
2. Annual leave, with employee retaining jury fees; or
3. Administrative leave with pay, with all jury fees received (excluding travel and meal allowances) being remitted to the Agency.

An employee shall, upon being notified of jury duty, give notice to his/her Agency personnel office. During jury duty, the employee's schedule shall be changed to the day shift, Monday through Friday, except in the Department of Education, the employee shall have the option of working their regularly scheduled shift. This scheduling change shall be exempt from the provisions of Article 15. In those cases where an employee receives administrative leave, such leave shall not include shift differential.

Employees subpoenaed to appear as witnesses in court shall be released for such appearance. Employees required to appear in court as witnesses to give testimony arising out of their duties as state employees shall be released for such appearance on administrative leave. Afternoon or night shift employees shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for such appearance. Employees shall remit to the Agency all witness fees received (excluding travel and meal allowances). An employee shall, upon being notified of witness duty, give notice to his/her Agency personnel office.

Section F. Return From Leave of Absence.

An employee returning from an approved leave of absence of ninety (90) calendar days or less will be restored to his/her previous permanent assignment. An employee returning from an approved leave of absence of more than ninety (90) calendar days may be temporarily assigned until a permanent assignment is made. In accordance with the provisions of this Agreement, the Employer shall make a good faith effort to place the employee back in their assignment and position they held prior to their leave of absence. Employees who request an earlier return to work prior to the expiration of an approved leave of absence may return only with the approval of the Appointing Authority and will be temporarily assigned until a permanent assignment is made.

Section G. Voluntary Personal Leave and Seniority Accumulations During Leaves of Absence.

Seniority definition is a prohibited subject of bargaining effective January 1, 2019 and governed by Civil Service Rules and Regulations.

ARTICLE 18

PERSONNEL FILES

Section A. General.

There shall be only one official personnel file maintained by the Department or at a facility for each employee. Where the official file is maintained at a facility, the Department shall have the right to maintain a copy at the central office. Where dual files are kept, the information concerning discipline and job performance in each shall be identical. In no event shall an employee's medical file or grievance forms and/or decisions be contained in his/her personnel file.

For purposes of this Article notes kept by a supervisor shall not be considered a personnel file. Such notes shall be kept in a confidential manner and shall be considered the property of the maker of such notes. A supervisor may place such notes in the employee's personnel file only if the employee has been given a copy of such notes. However, supervisory notes not kept in the employee's personnel file shall not be used in any personnel transaction or disciplinary action against the employee.

Section B. Access.

Access to individual personnel files shall be restricted to authorized management personnel, the employee and/or the Union representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file and may be accompanied by a Union representative if he/she so desires. In the Department of Education, employees may make a written request to the Central Human Resource to review their files. Such files will be made available for the employees' review at their worksite within five (5) calendar days of receipt by the central personnel office. Nothing shall alter the current practice of the employee personally reviewing, or the Union representative reviewing the file at a mutually agreed time at the central personnel office. Upon request, the employer shall make copies of documents in a personnel file and furnish such copies to the employee.

Section C. Employee Notification.

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

If an employee disagrees with information contained in the personnel file, removal or correction of the information may be mutually agreed upon by the Agency Human Resource Officer and the employee. If such an agreement cannot be reached, the employee may grieve and/or submit a written statement explaining

his/her position which will become a part of the file for the same period of time as the disputed material.

Section D. Non-Job Related Information.

Information not related to the employment relationship shall not be placed in an employee's personnel file without the employee's consent.

Section E. Time Limits.

Except for records relating to disciplinary action for substantiated abuse or neglect of residents or recipients, records of disciplinary actions/interim service ratings shall be removed from an employee's file twenty-four (24) months, excluding unpaid suspensions and leaves of absence, following the date on which the action was taken or the rating issued, provided that no new disciplinary action/interim service rating has occurred during such twenty-four (24) month period. Written reprimand/counseling memoranda shall similarly be removed twelve (12) months, excluding unpaid suspensions and leaves of absence, following the date of issuance provided no new written reprimand/counseling memoranda has been issued during such twelve (12) month period. The provisions of this Section shall not be construed to mean that the Employer must remove such records at the expiration of the time limits mentioned above. Records which have become "dated" shall not be used for anything. Nothing in this Section is intended to preclude the use of records, even if "dated", as a defense in Civil Rights litigation. Such records shall be removed at the written request of the employee or at the time the Human Resource Officer becomes aware that such "dated" records are still in an employee's file. These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices as defined in the Civil Service Commission Rules and Regulations.

"Substantiated" for the purpose of this Section shall mean disciplinary action not grieved or upheld in the grievance process in accordance with Article 9. Written reprimands for abuse or neglect shall be removed forty-eight (48) months following the date of issuance provided no new discipline for abuse or neglect has been issued during such forty-eight (48) month period.

Nothing in this Section shall preclude the Employer from removing such records from an employee's file prior to the above-cited time frames, upon mutual agreement with the affected employee.

Section F. Employee History Record.

The parties intend that disciplinary actions which are expunged in accordance with Article 18 shall be expunged from the computerized employee history record. Where a disciplinary record is to be expunged, but the employee is not entitled to be credited with service hours for the period of the disciplinary action, the Employer may enter a comment in the employee history record which notes the appropriate adjustment of the employee's hours for purposes of seniority.

ARTICLE 18

ARTICLE 19

MISCELLANEOUS

Section A. Wage Assignments and Garnishments.

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

Section B. Employee Service Program.

In accordance with the principles of the State Employee Services Program, the Employer shall advise employees relative to counseling and other reasonable or appropriate rehabilitation services available to employees where necessary. Use of such services by employees and records thereof shall be maintained with strict confidentiality.

Section C. Training.

Policies, work rules and regulations concerning conduct and performance shall be available to employees. The Employer shall make every reasonable effort to provide training, review, and furnish necessary copies of such information to employees to enable them to effectively deal with circumstances normally met on the job. In furnishing information to employees, handbooks, summaries and other suitable formats may be used. Employees required to attend training or staff meetings on their R-day shall be guaranteed a minimum of three (3) hours compensation unless the employee chooses to reschedule their R-day. Employees required to attend training or staff meetings on hours non-adjacent to their work schedule shall be guaranteed a minimum of three (3) hours compensation. This provision will not apply when an employee volunteers to attend required training. Notice of the training will be given to employees at least forty eight (48) hours prior to the bi-weekly pay period of the scheduled training.

If required attendance at training is away from the employees work location, they shall be reimbursed in accordance with Article 22, Section R.

The subject of providing confrontation avoidance technique training to employees who work with patients, residents, prisoners, or other persons in the care and/or custody of the Employer shall be an appropriate subject for agency/department labor-management meetings. Suggestions by employees for the Union relative to training shall be a proper subject for Labor-Management meetings. Where space and operational considerations permit, a regular practice area will be arranged for staff to maintain approved techniques. The use and location of such area will be an appropriate subject for discussion at Agency Labor-Management meetings.

Section D. Training Required For Reclassification.

The Employer recognizes its obligation to provide advanced training which is necessary for employees to be reclassification to higher levels in a pre-authorized classification series. In view of this obligation, the Employer has developed alternative means for employees to achieve the necessary skills for such reclassification.

It shall be the responsibility of the Agencies/Departments to implement the necessary programs in order to allow employees to have this training. In the event that the completion of these training programs require employees to spend time in preparation and learning off the job, such employees shall not be compensated for the time spent.

Should the employing department require a new certification/license as a condition of continued employment in the employee's current classification, the Department will provide training necessary to obtain such certification/license.

Section E. Printing Agreement.

Printing of this Agreement shall be by the Union. The parties shall mutually proof this Agreement against the tentative Agreement ratified by the parties and approved by the Civil Service Commission prior to final printing and distribution. The Union shall be responsible for providing copies of this Agreement to employees; the Employer shall be responsible for providing copies of this Agreement to supervisors of such employees. The Employer shall purchase its copies from the Union at the Union’s cost.

Section F. Effect of Civil Service Commission Rules.

The parties recognize that, except as otherwise provided in this Agreement, they are subject to Civil Service Commission Rules and Regulations. The parties therefore adopt and incorporate herein such Rules (excluding rules governing prohibited subjects of bargaining), provided that the subject matter of such Rules is not covered in the Agreement. The parties also adopt and incorporate herein the portions of the Compensation Plan which indicate pay codes, pay ranges, and step increases for employees, and longevity schedule.

Except as otherwise provided in the Civil Service Commission Rules and Regulations, if the subject matter of any such Rule is addressed in this Agreement, the provisions of this Agreement shall govern.

Where any provision of this Agreement governing a proper subject of bargaining is in conflict with any current Civil Service Commission Rule, the parties will regard Civil Service Commission approval of this Agreement as an expression of policy by the Civil Service Commission that the parties are to be governed by the provisions of this Agreement. Respecting any provisions not approved, the parties agree to jointly petition the Civil Service Commission to amend the application of any Rule which it determines to be in conflict with the application of the provisions of this Agreement. Upon approval of the parties' petition, if any, by the

Commission, the parties will be governed by the provisions of this Agreement. In the event the Commission denies the parties' petition, the Rule(s) shall govern.

Section G. Severability.

In the event that any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

Section H. Secondary Negotiations and Agreements.

It is agreed that no provisions of any secondary Agreements shall supersede or conflict with any provisions of the primary Agreement and that no secondary Agreement shall become effective until and unless it has been reviewed and approved by the Office of the State Employer, Council 25 and the Civil Service Commission.

The parties shall meet to negotiate Departmental secondary Agreements no later than thirty (30) calendar days after Civil Service Commission approval of this primary Agreement. These negotiations shall continue, with regular meetings as mutually agreed, for no longer than sixty (60) calendar days and may include mediation as agreed to by the parties, or required by the Civil Service Commission Rules and Regulations. Should the parties fail to reach agreement at secondary negotiations, the outstanding items may be submitted to impasse in accordance with Civil Service Commission Rules and Regulations. Items not delegated to secondary negotiations shall be removed from any existing secondary Agreements.

Section I. Non-Discrimination.

The Employer agrees to a policy against all forms of illegal discrimination. In addition, the Employer agrees not to discriminate on the basis of sexual orientation or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position.

The Union agrees to continue its policy to admit all persons otherwise eligible to membership and to represent all members without regard to sex, age, disability, race, creed, color, national origin, ancestry, height, weight, marital status, sexual orientation or genetic information, religion, or political partisanship.

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

Section J. Continuing Benefits.

Any working conditions or job benefits which were in effect on the effective date of this Agreement and which are not provided for or abridged by this Agreement, will continue in force throughout the life of the Agreement unless altered by mutual consent of the Employer and the Union.

Section K. Uniform Allowance.

In the Departments of Corrections, Military and Veterans Affairs, and Department of Health and Human Services, youth facilities, for those employees required to wear a uniform, the provision, amount, and administration of a uniform allowance shall be a proper subject for secondary negotiations.

Section L. Overpayment.

In the event that an employee is overpaid or insufficient deduction for fringe benefits, Union dues, taxes or other mandatory deductions is made, the liability of the employee shall not exceed six (6) months prior to the date of notification from the Appointing Authority. The employee shall be afforded a period for repayment equal to the period of liability not to exceed six (6) months. Overpayments of $1,500.00 or more may be repaid over a period of twelve (12) months, at the employee's discretion.

Employees are obliged to notify the Employer immediately of any overpayment. Appointing Authorities are obliged to immediately notify employees of an overpayment.

If an employee has been improperly compensated as the result of misrepresentation or fraud on the part of the employee, the discretion of the Appointing Authority to discipline such employee shall not be limited by the provisions of this Section.

If an employee has been overpaid as a result of violation of Civil Service Commission Rules and Regulations by the Civil Service Commission or the Appointing Authority, the employee is liable for repayment only from the date of notification by the Appointing Authority.

Section M. Sexual Harassment.

No employee, the public, or person receiving services from an employee shall be subjected to sexual harassment by an employee during the course of employment in the State Classified Service. The Employer will make a good faith effort to attempt to prevent sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take corrective action.

For the purposes of this Article, sexual harassment is unwanted conduct of a sexual nature which adversely affects another person's conditions of employment

and/or employment environment. Such harassment includes, but is not to limited to;

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

Section N. Polygraph Examinations.

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

Section O. Legal Services.

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

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

ARTICLE 19

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

ARTICLE 20

DEFINITIONS

Section A. Work Location.

Work location shall be defined as all the premises of a Department in a county, except that each of the following shall be considered a separate work location:

1. A building or related group of buildings with twenty-five (25) or more employees in the Bargaining Unit.

2. A building or group of buildings which constitute a facility in the Departments of State Police, Corrections, Department of Health and Human Services, Military and Veterans Affairs, and . Except that:

   In the Department of Health and Human Services, hospitals and centers, employees stationed in locations other than a primary campus of a facility shall be deemed a part of the work location which processes their payroll, and such off-campus assignment location shall be deemed a part of the facility work location.

3. In the Department of Education the Michigan School for the Deaf shall be considered a work location.

Section B. Probationary Employee.

The term "probationary employee" as used in this Agreement relates to all employees who have not satisfactorily completed the required initial probationary period.

Section C. Employee.

The term "employee" as used in this Agreement means all employees in the Bargaining Unit.

Section D. Local Union Representatives.

The term "Local Union representatives" as used in this Agreement means those representatives designated by either the Local Union or by Council 25, such as President, Chief Steward, Steward, or Alternate Steward, who are members of this Bargaining Unit.

Section E. Union Staff Representatives.

The term "Union Staff representatives" as used in this Agreement means those persons designated by Council 25 as staff representatives.

ARTICLE 21

NO STRIKE - NO LOCKOUT

Section A. No Strike.

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement:

1. The Union agrees that neither it, its officers, agents, representatives nor members, individually or collectively, 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 employees (including purported mass resignations or sick calls) and employees will maintain the full and proper performance of duties in the event of a strike.

2. When the Employer notifies the Union by certified mail that any of the employees in this Bargaining Unit are engaged in any such strike activity, the Union shall immediately inform such employees that strikes are in violation of this Agreement and contrary to the Civil Service Commission Rules and Regulations. Failure or refusal of the Union to take such action shall be considered in determining whether or not the Union has violated sub-paragraph (1) above, either directly or indirectly.

Section B. No Lockout.

The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, or condone any lockout.

ARTICLE 22

COMPENSATION AND BENEFITS

Section A. Across the Board Increase.

1. Fiscal Year 2016-2017:

a. On October 1, 2019 each hourly rate shall be increased by two percent (2%).

b. At the end of the first full pay period in October, 2019, each full-time employee who is on the payroll as of October 2, 2019, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2018, shall be paid a one-time cash payment of 2%% of the annualized base hourly rate of pay in effect as of October 2, 2019, which shall not be rolled into the base wage. For a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 2018, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2018, and two thousand eighty (2080) hours, times 2%% of the annualized base hourly rate of pay in effect as of October 2, 2019.

At the end of the first full pay period in October, 2019, or the first subsequent pay period in Fiscal Year 2019-20 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, 2019, and who was either: 1) on the payroll on October 1, 2018, 2) on furlough on October 1, 2018, 3) on seasonal layoff on October 1, 2018, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2018, and September 30, 2019, 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, 2018, and September 30, 2019, and two thousand eighty (2080) hours, times 2%% of the annualized base hourly rate of pay in effect as of October 2, 2019.

2. Effective October 1, 2005 an optional signing bonus may be paid to attract eligible licensed practical nurses who possess skills that are in high market demand. A one-time lump sum bonus of up to $1,500 may, at the employer's option, be paid to new hires in the following classes: Licensed Practical Nurse E9 and 10. Current employees in the listed classes are not eligible for the bonus. The bonus will only be paid to secure a commitment from a highly qualified candidate and when filling hard-to-fill positions. The employee must agree to pay back the entire bonus including tax withholding thereon, if the

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

Group Insurances.

Section B. 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 C. 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 E-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 2021 must fall below the federal excise tax thresholds established by the IRS under PPACA. The aggregate cost which must be counted toward the applicable 2021 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, 2020, of the SHP PPO rates and HMO rates for FY 21. 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 2021exceeds federal excise tax thresholds established by the IRS, the parties agree that beginning with the Flexible Spending Account (FSA) enrollment for calendar year 2021, the medical spending account option will be reduced or eliminated to maintain aggregate cost below the applicable 2021 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 State Health Plan 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 E-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 E-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 E-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 E-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 E-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 E-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 E-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 and 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-pocked 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.

The in-and-out-of-network process is further outlined in Letter of Understanding #8.

(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

Section D. 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 E-2. 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 E-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. See Letter of Understanding #20.

(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 E-3 by utilizing dental care providers that are members of the Point-of-Service PPO.

Section E. 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 E-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 E-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) months with an employee co-payment identified in Appendix E-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 E-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 E-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. The copayment provision under (3) is not required.

(7) Frames: The maximum frame allowance is identified in Appendix E-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 E-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 E-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 E-4. These lenses and frames are in addition to those provided under the Vision Care Insurance.

Section F. Long Term Disability Insurance.

1. The Employer shall maintain Group LTD Insurance coverage.

2. An employee is eligible for a group plan of income protection in case of total non-work-related disability which guarantees income equal to two-thirds of the employee's current basic rate of pay (limited to a maximum payment of $3,000 per month). Effective October 1, 2002, the monthly maximum benefit will increase to $5,000 for disabilities beginning after September 30, 2002. Payment begins after use of the employee's accumulated sick leave, but in no event before the fourteenth day of disability. If the employee has fewer than 23 days of accumulated sick leave when first insured, the income guarantee applies for a maximum of two years (Plan I). If the accumulation is 23 days or more, the guarantee applies until age 65 is reached (Plan II). Sick leave accumulations are reviewed biweekly. Plan I enrollees who then have more than 23 days of accumulated sick leave are reclassified to Plan II. If the

employee has other employment-connected or group sponsored income benefits or is receiving Social Security Disability payments, these are included as a part of the 66-2/3% guaranteed income.

3. State pays a percentage of premium cost. This percentage varies for individual employees according to applicable plan of insurance coverage.

4. There shall be a no waiting/qualifying period for a recurrence of the same disability within a ninety (90) calendar day period.

5. Effective October 1, 2005 the benefit period for “mental/nervous” claims shall be limited to 24 months from the beginning of the time a claimant is eligible to receive benefits. The limitation does not apply to mental health claims where the claimant is under in-patient care.

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

7. The Employer agrees that P.I. and part time employees in this Bargaining Unit shall be entitled to sign up for LTD insurance during the open enrollment period.

Eligibility for coverage is based on the average number of hours worked per pay period during the preceding Fiscal Year. To be eligible, the employee would have to average at least 32 hours per pay period. It is not the intent that an employee must have at least 32 hours each pay period. The formula for 40% or more of full time is that an employee must be in pay status at least 832 hours during the previous Fiscal Year. The 832 hours would average out to 32 hours per pay period. Thus, if an employee was in pay status 80 hours per pay period for 11 pay periods and 0 hours for the remaining 15 pay periods, the employee would still be eligible because he/she would have 880 hours in pay status.

The premium charged to covered employees each pay period is determined in the same manner as it is for full time employees.

The rate charged would continue to be tied to the employee's sick leave balance.

The benefit is based on the employee's average biweekly hours worked the preceding Fiscal Year but is calculated using the employee's current hourly rate. Thus, an employee who worked an average of 40 hours per pay period last Fiscal Year and is currently earning $10.00 per hour would have their benefit determined as if they had been earning $400.00 per pay period. Obviously, to determine the actual benefit, this would then be converted to a monthly income figure as called for in the LTD plan.

8. The Employer shall provide a Rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this Rider as well. The Rider shall provide insurance which will pay directly to the carrier, 100% of health insurance (or HMO) premiums while such

employee is on LTD insurance for a maximum of six (6) months for each covered employee. The Employer agrees to pay 100% of cost of 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.

9. 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 G. 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 H. 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. Eligibility for other benefits shall be in accordance with Appendix E-2 of the Master Agreement. 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 I. 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 J. 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 K. Flexible Spending Accounts (FSAs).

The Employer shall maintain a flexible compensation plan for employees in these Bargaining Units, and 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 2018 Letter of Understanding titled “Federal Excise Tax Implications”.

Section L. Shift Differential.

Employees shall be paid a shift differential of five percent (5%) per hour above their straight time rates for all hours worked in a day if fifty percent (50%) or more of their regularly scheduled hours fall between the hours of 4:00 p.m. and 5:00 a.m. In the Department of Corrections only, employees shall be paid a shift differential of five (5%) percent per hour above their straight time rates for all hours worked in a day if their regular schedule for that day provides that the employee is scheduled to begin work at or after 2:00 p.m. but before 5:00 a.m. In addition, Food Services Leader Prisoner E-9’s and Cook E6 and 7 shall be paid a shift differential if their workday begins at or after noon.

If an employee is reassigned from a premium shift to the day shift for training purposes, the Employer shall continue to pay shift differential if such reassignment is for a period of five (5) working days or less.

If employees are temporarily reassigned from a premium shift to a day shift for investigation, such employees shall be entitled to shift differential for the full period of the temporary assignment under the following circumstances:

1. If no disciplinary action is taken, or
2. If disciplinary action is taken and is subsequently overturned.

While on sick, annual, deferred, holiday, or administrative leave no employee shall earn shift differential or hazard pay or any premium not normally included in the base rate of pay.

Shift premium shall not apply to Article 7, Section C., Executive Board or Section E., Union Convention and Schools; Article 8, Section E., Union Negotiating Committee; or for training conducted on the day shift.

This Article shall serve as a basis for the resolution of similar pay questions not specifically covered hereunder.

Section M. Compensation Under Conditions of General Emergency.

1. 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.

2. Compensation in Situation of Closure

When a state facility is closed by the Governor or her/his designated representative, affected employees shall be authorized administrative leave to cover their normally scheduled hours of work during the period of closure.

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

3. Compensation In Situation of Inaccessibility

An employee who works at a state facility during a declared period of inaccessibility shall be paid his/her regular salary and, if overtime work is required, in accordance with the overtime provisions of this Agreement. In addition such employees shall 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.

Section N. Moving Expenses.

Employees are eligible for all the benefits under Article 22, Section N., moving expenses, under the following circumstances:

1. If the employee is to be laid off (as defined in Article 22, Section Q.1.a. severance pay), or if an employee transfers in lieu of lay-off, or once the Director of the Department of Community Health has officially designated that an agency is to be closed and

2. If the employee accepts employment with the State of Michigan at another location and moves their residence closer to the new work location.

3. The maximum benefit for moving, travel, storage, etc. under this provision shall be $3,000.00.

4. If the employee voluntarily separates within the first 6 months from the new employment, the Employee shall repay to the State all monies received under this provision.

5. Any unemployment benefits which the Employee receives as a result of being laid off shall be deducted from the maximum $3,000.00.

a. Persons Covered.

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

b. By Commercial Mover.

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

(1) Household Goods: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable foodstuffs subject to spoilage, building materials, fuel or other similar non-household good items.

(2) Packing: The State will pay up to $600 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.

(3) Insurance: The carrier will provide insurance against damage up to $.60 per pound for the total weight of the shipment. The State will reimburse the employee for insurance costs not to exceed an additional $.65 per pound of the total weight of the shipment.

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

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

c. Mobile Homes.

The State will pay the reasonable actual cost for moving a mobile home if it is the employees' domicile, plus a maximum $500 allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the trailer, removal or replacement of skirting and utility connections will be paid by the State when accompanied by receipts. "Actual Moving Cost" includes only the transportation cost, escort service when required by a governmental unit, special lighting permits, tolls or surcharges. "Actual Moving Cost" does not include the moving of oil tanks, out buildings, swingsets, etc. that cannot be dismantled and secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by negligence of the carrier, and to contents up to a value of $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 trailer, e.g., tires, axles, bearings, lights, etc., are the responsibility of the owner.

d. Storage of Household Goods.

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

e. Temporary Travel Expense.

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

f. To Secure Housing.

A continuing employee and one (1) additional family member will be allowed up to three (3) round trips to a new official workstation for the purpose of securing housing. Travel, lodging, and food costs will be reimbursed up to

a maximum of nine (9) days in accordance with the Standardized Travel Regulations.

Section O. Sick Leave Allowance.

An employee who separates from the State classified service for retirement purposes in accordance with the provisions of the state retirement act or death, shall be paid for fifty percent of unused sick leave as of the effective date of separation. Upon separation from the State classified service for any reason other than retirement or death, the employee shall be paid for a percentage of unused sick leave in accordance with the Table of Values as follows:

TABLE OF VALUES

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

No pay off shall be made to an employee hired on or after October 1, 1980.

1. Allowance - Every permanent employee in the state classified service shall be entitled to 4 hours of sick leave with pay for each completed 80 hours of service or to a pro-rated amount if paid service is less than eighty (80) hours in the pay period. The pro-rated amount shall be based on the number of hours in pay status divided by eighty (80) hours multiplied by four (4) hours. Paid service in excess of 80 hours in a bi-weekly period shall not be counted.

2. Crediting - Sick leave shall be credited at the end of the bi-weekly work period.

Section P. Annual Leave Allowance.

1. Upon entry into the classified service each permanent employee will be credited with an initial annual leave grant of 16 hours which is immediately available upon approval of the Appointing Authority. The 16 hours initial grant shall not be credited more than once in a calendar year.

2. Permanent employees are entitled to annual leave in accordance with the schedule below with pay for each 80 hours of paid service, or to a pro-rated amount if paid service is less than eighty (80) hours in the pay period.

   Permanent employees who have completed five years 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:

ANNUAL LEAVE TABLE

Service Credit		Annual Leave
0–1 year	=	4.0 hrs./80 hrs. service
1–5 years	=	4.7 hrs./80 hrs. service
5–10 years	=	5.3 hrs./80 hrs. service
10–15 years	=	5.9 hrs./80 hrs. service
15–20 years	=	6.5 hrs./80 hrs. service
20–25 years	=	7.1 hrs./80 hrs. service
25–30 years	=	7.7 hrs./80 hrs. service
30–35 years	=	8.4 hrs./80 hrs. service
35–40 years	=	9.0 hrs./80 hrs. service
40–45 years	=	9.6 hrs./80 hrs. service
45–50 years	=	10.2 hrs./80 hrs. service
etc.		

3. Permanent full time nonprobationary employees shall receive two personal leave days (16 hours) to be used in accordance with normal requirements for annual leave usage. These leave hours shall be placed in the annual leave counter in accordance with the procedures applicable to such counters in the State’s payroll system. Employees may request this personal leave day 24 hours in advance. Requests made under this provision shall not be unreasonably denied or unreasonably withdrawn. Such leave shall be granted to less than full time, nonprobationary employees on a pro rata basis in accordance with current practice regarding holidays. However, if such an employee is in work status for a minimum of forty percent (40%) of full time during the previous fiscal year, they shall be granted sixteen (16) hours of personal leave. Such leave time shall be granted to employees returning from leave of absence on their return. Such leave time shall be granted to persons entering the Bargaining Unit (for example, from recall from layoff) on a prorata basis. However, no employee shall be entitled to more than one grant of personal leave in each fiscal year. Such leave time shall be credited to the employees' annual leave balances on each October 1.

4. Annual leave shall be credited at the end of the biweekly work period. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. When paid service does not total 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. No annual leave shall be authorized, accumulated or credited in excess of the schedule below, except that an employee who is suspended or dismissed and who is subsequently returned to employment with full service benefits shall be permitted annual leave accumulation in excess of the schedule below. Upon return to employment, the employee shall be granted up to one year from that date to liquidate the amount of annual leave above maximum by means of paid time off work. Should employment be terminated for any reason during that one-year period, the employee or beneficiary shall be paid for no more than 240 hours of unused credited annual leave.

   No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating the level of retirement benefits.

5. Employees who voluntarily transfer from one state department to another state department shall be paid at their current rate of pay for their unused annual leave. However, the employee may elect to transfer all hours of accumulated annual leave. An employee who is suspended shall not be entitled to payment for unused annual leave.

6. Annual leave shall not be credited or used in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred. An employee may utilize annual leave only in accordance with the provisions of this Agreement.

ANNUAL LEAVE ACCUMULATION SCHEDULE

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

etc.

Section Q. Severance Pay.

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

1. Definitions

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

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

2. Eligibility

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

a. Employees who are in unsatisfactory employment status. However, if an unsatisfactory service rating is removed for any reason, such employees shall be considered eligible for severance pay in accordance with other provisions in this Section. The provisions of this Subsection (Q2a) shall not apply to employees with ten (10) or more years of seniority.

b. Severance pay will not be denied due to retirement status. Offsets may be made in accordance with federal law (ADEA/OWBPA).

c. Employees with a temporary or limited term appointment having a definite termination date.

3. Time and Method of Payment

After an employee has been laid off for six (6) months, he/she shall be notified by the Agency in writing that he/she has the option of accepting a lump sum severance payment. The employee must notify the Agency in writing of his/her

decision to accept the severance payment. An employee who does not notify the Agency in writing of his/her decision shall be deemed to have elected to initially reject the payment.

If the employee chooses to reject the payment, the employee has the option at any time within the next six (6) months of accepting the lump sum severance payment. An employee who reaches such decision during the second six (6) month period shall notify the Agency in writing of his/her decision.

An employee whose name will be removed from recall lists due to meeting the maximum eligibility shall be notified by the Agency in writing that he/she must choose either to accept the lump sum severance payment or to reject such payment. By rejecting such payment, the employee shall have no further opportunity to receive severance payment. The employee must notify the Agency in writing of his/her decision within fourteen (14) calendar days of receipt of the Agency's notification. An employee who does not notify the Agency in writing of his/her decision to accept the severance payment shall be deemed to have permanently rejected such payment. If an employee elects to accept the lump sum payment, such payment shall be made by the Agency within sixty (60) calendar days of receipt of the employee's decision.

4. Disqualification

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

a. If the employee is deceased.

b. If the employee is hired for any position by an Employer outside of the classified service and the initial base hourly rate for the position is 75% or more of the employee’s final base hourly rate in the position from which the employee was laid off:

   (1) If such employment requires a probationary period, upon successful completion of such period.

   (2) If no probationary period is required, upon date of hire.

   (3) If a probationary period is required and the employee does not successfully complete such required probationary period and is therefore separated, such time of employment shall be bridged for purposes of the time limits in Subsection 3 above.

   An employee who has notified the Employer by the time the employee is laid off that he/she is engaged in supplemental employment shall not be disqualified under the provisions of this Subsection.

c. An employee who refuses recall or a new State employment hiring within a seventy five (75) mile radius of the Agency from which he/she was laid off.

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

5. Effect of Recall

a. An employee temporarily recalled for less than sixty (60) calendar days shall have such time bridged for purposes of counting the time in accordance with Subsection 3 above.

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

6. Effect of Hiring

If an employee has accepted severance payment and is hired into the State Classified Service or into a State-funded position caring for residents within two (2) years of the acceptance of severance payment, such employee shall repay to the State the full net (gross less employee's FICA and income taxes) amount of the severance payment received. Such repayment shall not be required until after the employee has successfully completed a required probationary period. Once such employee has successfully completed the required probationary period, that employee shall have a one (1) year period to make the repayment to the Agency from which the severance payment was received.

Employees who repay their severance payment after being hired into a position in the State Classified Service shall not be considered to have had a break in service as a result of earlier acceptance of severance pay.

7. Payment

An employee who elects in writing to receive severance pay shall receive an explanation of the terms of such severance pay. The employee and Appointing Authority or designee shall sign the form which explains all the conditions attendant to acceptance of severance pay and the signatures shall be witnessed. No employee is entitled to receive severance pay until and unless he/she has signed the above mentioned form. The employee shall receive a copy of the signed form.

The Employer shall deduct from the amount of any severance payment any amount required to be withheld by reason of law or regulation for payment of taxes to any federal, state, county or municipal government. Eligible employees as indicated in Subsection 1-6 above shall receive severance payment according to the following schedule:

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

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

c. Employees who have more than eleven (11) full years of service: Three week's pay for every full completed year of service from year 11 on.

For amounts, see schedule below.

Employees who work less than full time (80 hours per pay period) shall be eligible in accordance with Subsections 1-6 above, to receive a proportional severance payment in accordance with the following formula:

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

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

8. Effect on Retirement

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

9. Special Severance Pay

Employees who are indefinitely laid off after January 1, 1994, are eligible for severance payments in accordance with this Section, on or after October 1, 1995. The provisions of this Subsection will not apply to Department of Health and Human Services, hospitals and centers, employees entitled to severance pay under this Section and severance payments to those employees not paid from this fund.

Cumulative payments shall not exceed $500,000 during the term of this agreement and shall not be payable after September 30, 2014.

SEVERANCE PAY SCHEDULE

Hours	Years	Weeks Pay
2088-4176	1	1
4177-6264	2	2
6265-8352	3	3
8353-10440	4	4

10441-12528	5	5
12529-14616	6	7
14617-16704	7	9
16705-18792	8	11
18793-20880	9	13
20881-22968	10	15
22969-25056	11	18
25057-27144	12	21
27145-29232	13	24
29233-31320	14	27
31321-33408	15	30
33409-35496	16	33
35497-37584	17	36
37585-39672	18	39
39673-41760	19	42
41761-43848	20	45
43849-45936	21	48
45937-48024	22	51
48025-50112	23	52
50113-52200	24	52
52201-54288	25	52
etc.		

EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL TIME EMPLOYEE

Average number of hours worked in previous calendar year: 1980

Full time employee hours: 2088

Proportion (or percentage) 1980 = 94.8%

2088

.948 x $S.P. = $Gross Amount to be paid

S.P. = Severance Payment from schedule

Section R. Schedule of Travel Rates.

Except as indicated below, employees shall be entitled to travel reimbursement at the rates and in accordance with the Standardized Travel Regulations and the Department of Technology, Management and Budget Administrative Manual 5-3-1 which are in effect on the date(s) of travel, except that receipts will not be required. Reimbursement shall be actual expenses up to the maximum amount Copies of the Standardized Travel Regulations or reimbursement rates as described in the Compensation Plan shall be provided to the Local Union by the Agencies.

Employees who regularly receive a paid meal and who regularly eat meals with clients/residents, shall be reimbursed for meals eaten while transporting clients/residents during their shift at the rate and in accordance with standardized travel regulations.

Section S. Workers' Compensation.

In case of injury or illness for which an employee is eligible for work related disability benefits under Michigan Workers' Compensation Law, the Employer may authorize salary payment which, with work disability payments, and benefits payable under the No Fault Law, equals two-thirds of regular salary. Leave credits may be utilized to the extent of the difference between payment and the employee's regular salary.

Section T. Public Acts 414, 232, 280, & 285.

Employees covered under the above Public Acts and who are injured during the course of their employment as a result of an assault by a recipient (or inmate) or as a result of helping another employee in subduing a recipient or injured during a riot shall receive their full net wages as follows: The employee shall receive in addition to Workers' Compensation, a supplement from the Department which together with Workers' Compensation benefits shall equal but not exceed the weekly net wage of the employee at the time of injury. Claims shall be submitted by the employee on a standardized form and processed within thirty (30) calendar days, upon receipt of all necessary documents. Payment, if approved, under the act shall be paid without undue delay. The above describes existing eligibility for compensation under the Acts and may be subject to legislative or court change. A copy of a request for an employee to receive these benefits shall be sent to the Local Union by the Agency.

Section U. Retirement Benefits.

A description of the benefits available under the State Retirement Act is available from the personnel office or from the Office of Retirement Services in the Department of Technology, Management and Budget. These benefits are subject to change by action of the legislature.

Section V. Longevity Pay.

An annual longevity payment payable on the pay date following the first full pay period in October of each year, in addition to salary is provided for all eligible employees.

An employee is credited with all prior service since January 1, 1930 in determining the amount of the longevity payment. However, the employee must have completed an aggregate of 10,400 hours of continuous service prior to October 1 before becoming eligible to receive the payment.

The regular rate add-on for longevity overtime will be calculated and paid retroactively for overtime worked in the previous fiscal year. This amount will be included in the longevity payment.

Schedule of Payments

Equivalent Hours of Service Prior to Oct. 1	Annual Payments
10,400 – 18,719	$ 260
18,720 – 27,039	$ 300
27,040 – 35,359	$ 370
35,360 – 43,679	$ 480
43,680 – 51,999	$ 610
52,200 – 60,319	$ 790
60,320 and over	$1,040

Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket.

Section W. "P" Rate.

Positions are eligible for P-rate if:

1. They are responsible for custody or supervision of Department of Corrections residents on a regular and recurring basis in addition to regular job duties, or;
2. If they are located at a correctional facility and handle on a regular and recurring basis, personal, financial or other matters affecting the well-being of Department of Corrections residents, or;
3. If they are assigned on a regular and recurring basis (25% or more of work time) for the care or supervision of residents of the Center for Forensic Psychiatry.

4. Employees who qualify shall be compensated at the rate of forty cents ($0.40) per hour for all hours in pay status.

   Classifications within the Department of Corrections or Center for Forensic Psychiatry that may be eligible for P-rate are as follows:

   - Activity Therapy Aide 6, 7, E8, 9
   - Client/Resident Affairs Representative 8, E9, 10
   - Cook E6, 7
   - Barber/Cosmetologist 7, E8, 9
   - Dental Aide 6, 7, E8
   - Food Service Leader-Prisoner E9
   - Practical Nurse Licensed E9, 10
   - Resident Care Aide 6, 7, E8
   - Teacher Aide 6, 7, E8
   - Domestic Services Aide

5. Positions are eligible for an additional ten cents ($0.10) per hour (for a total of fifty cents ($0.50)) if:

   a. They meet the eligibility requirements for "P" rate as indicated in this Section; and

   b. They are assigned to close, maximum and administrative segregation work units within the security perimeter of a Department of Corrections, Correctional Facilities Administration institution which is designated as having: a close, maximum or administrative segregation overall rating, or a close or medium rating which would contain administrative segregation units; and

   c. They have two (2) years (4176 hours) or more of continuous service in the Bargaining Unit.

6. The following interpretation is applied in reviewing an employee's eligibility for P-rate:

   a. Within the Department of Corrections, the position in question must be physically located within an institution under the jurisdiction of the Correctional Facilities Administration. Positions in other departments must supervise residents assigned from the Correctional Facilities Administration.

   b. A position where the work location is within the security perimeter of a medium, close or maximum custody correctional facility, thereby placing the

employee in an environment where physical confrontation will occur is eligible for P-rate.

c. Within a given work area only, one classified position will be recognized as supervising the residents assigned to that work area. No two classified employees will be given credit for supervising the same residents.

d. Regular and recurring, or regular face-to-face contact will be defined as contact with residents in person, 25% of the time, in an environment that would permit a physical act to occur.

Section X. Smoking Cessation.

See Appendix E-2.Section

Section Y. Pay Equity.

Upon completion of the reduction of the current eleven (11) service groups to five (5) service groups, the Employer agrees to meet and negotiate with the Union, upon written request, to determine if any further wage adjustments are required. Such negotiations shall be timed to occur at the time required by the normal budget cycle.

Section Z. Qualified Tax-Sheltered Plans.

A qualified 457 and 401(K) tax-sheltered Plan shall be made available to employees in this Bargaining Unit, subject to applicable law and Federal regulation.

Employees in this Bargaining Unit may participate in the State of Michigan Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Service Code except as provided in the 2018 Letter of Understanding titled “Federal Excise Tax Implications.”

If new tax shelter plans are negotiated in other bargaining units, the Employer agrees to negotiate with the Union regarding implementation of such tax shelters for employees in this Bargaining Unit.

Section AA. Flexible Compensation Plan.

Employees in this Bargaining Unit are eligible for a pre-tax dollar deduction of group insurance premiums from gross pay.

Section BB. Vaccinations.

Flu shots shall be provided to employees upon their request with the employee paying the cost of such shots if not covered by a third party.

Tetanus shots shall be provided to employees upon their request once every ten years. They shall be provided to employees when required as a result of a duty-

incurred injury. The Employer shall pay for such shots if they are not covered by a third party.

Hepatitis B shots shall be provided to employees upon their request if the employee is working in an assignment location where there are Hepatitis B carriers. The Employer shall pay for such shots if they are not covered by a third party. The Employer shall make a titer test available to employees during the 60-day period following completion of the series of hepatitis B shots.

Section CC. Employee Retirement Savings Deduction Plans.

The parties acknowledge that recent amendments to federal tax laws permit employers to develop Employee Retirement Savings Deduction Plans. The Employer agrees that the desirability of implementing such a plan is an appropriate subject for consideration by the Employee Benefits Committee and agrees that the details of any such plan will be submitted to and discussed by the Employee Benefits Committee prior to implementation.

Section DD. Employee Education and Resource Fund.

On October 1, 2019, $50,000 will be added to the fund; on October 1, 2020, $50,000 will be added to the fund; and on October 1, 2021, $50,000 will be added to the fund. Money not used carries over to the next fiscal year. This fund will be administered by a labor-management committee of ten (10) persons consisting of an equal number of representatives of management and the Union. The committee shall consist of no more than one (1) employee from each of the following departments: Corrections, Education, Military and Veterans Affairs and one (1) employee from the Department of Health and Human Services hospitals and centers and one (1) employee from the Department of Health and Human Services youth facilities. All fund expenditures will be made based on criteria established by the committee and will require agreement of the parties. Actions of the committee shall not be subject to the grievance procedure set forth in Article 9.

This fund is to be used to develop mutually agreed objectives to further the goal of labor-management cooperation. No program established by the committee will replace the obligations of the Employer or the Union under the existing Agreement. The activities and programs of this committee will focus on the needs of both active and laid-off employees. Projects will be designed to address specific needs of employees.

Among the projects which may be addressed by this fund are (not in order of importance) tuition reimbursement for employees seeking a degree or certificate; assisting employees about to be laid off or already laid off in adjusting to the difficulties of being laid off; increasing communication skills and problem solving techniques in the work place.

The committee will need to establish specific goals and objectives as well as criteria for utilization of this fund.

Once the goals, objectives, and criteria have been developed, they shall be distributed to the departments and the Union locals for review, comment and approval.

Section EE. Uniform Cleaning Allowance.

Each employee required to wear a uniform will be entitled to an allowance of $125.00 per year to cover dry cleaning, laundering and tailoring expenses of the uniform. Annual payments of $125.00 to eligible employees who have 2080 hours in pay status at the end of the last pay period of the calendar year shall be made by the end of the first full pay period in February. Eligible employees with less than 2080 hours shall receive a prorated amount in a ratio to 2080 hours to the hours in pay status as above.

Section FF. School and Community Participation Leave.

1. Intent. The parties recognize the positive role parental and other adult involvement in school and community activities plays in promoting school and community success.

   The parties intend by this Section to foster employee involvement in school sponsored activities and community programs.

2. Leave Credits. Permanent and limited term employees who have completed 1040 hours of satisfactory service shall annually receive eight (8) hours of paid school and community participation leave to be used in accordance with normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested.

Employees may use the leave to participate in any school sponsored activity including but not limited to, tutoring, field trips, classroom programs, school committees, including preschool programs, assisting with athletic or music programs, theater, and school clubs and in accordance with any applicable collective bargaining agreements governing the program.

The leave may also be used for active participation in any structured secular community activity sponsored by a governmental agency, or a non-profit community organization or agency, and not for mere attendance at community events. Employees may use the leave to participate in community activities such as serving as a volunteer docent for the State of Michigan museum, coaching or umpiring in community sponsored youth athletic leagues, making deliveries for meals on wheels, serving as a volunteer with the American Red Cross, and work for Habitat for Humanity.

The use of the leave is intended for active participation in school and community programs and not for mere attendance at such activities or for personal athletic or recreational activities.

Employees shall be permitted to use annual leave and other leave credits to participate in such programs. Additionally, in accordance with this Agreement and

to the extent that operational considerations permit, an employee may, with supervisory approval, adjust his/her work schedule to allow attendance or participation in school and community activities while working the regular number of work hours.

To request school and community participation leave, employees shall complete a form provided by the Employer. School and community participation leave shall be credited to employees on each October 1 and shall not carry forward beyond the fiscal year.

Section GG. Pro-rated pay for Seasonal Employees.

At the employee's request, school year seasonal employees may have their yearly pay prorated over 26 pay periods.

ARTICLE 23

DRUG AND ALCOHOL TESTING

Section A. Definitions.

As used in this article:

1. Alcohol test means a chemical or breath test administered for the purpose of determining the presence or absence of alcohol in a person's body.

2. Drug means a controlled substance or a controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan public health code, Act No. 368 of the Public Acts of 1978, being sections 333.7201, *et seq*., of the Michigan Compiled Laws, as may be amended from time to time.

3. Drug test means a chemical test administered for the purpose of determining the presence or absence of a drug or metabolites in a person's bodily fluids.

4. Random selection basis means a mechanism for selecting test-designated employees for drug tests and alcohol tests that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give the Employer discretion to waive or mandate the selection of any employee selected under the mechanism.

5. Reasonable suspicion means a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used drugs or alcohol in violation of a departmental work rule or a civil service commission rule or regulation. 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, while on the Employer's premises, or while operating the Employer's vehicle, machinery, or equipment.

6. Rehabilitation program means an established program to identify, assess, treat, and resolve employee drug or alcohol abuse.

7. Test-designated employee means an employee who occupies a test-designated position.

8. **Test-designated position** means any of the following:

   a. 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.

   b. A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.

   c. 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.

   d. A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.

   e. A position in which the incumbent has unsupervised access to controlled substances.

   f. A position in which the incumbent is responsible for handling or using hazardous or explosive materials.

Section B. Prohibited Activities.

An employee shall not do any of the following:

1. Consume alcohol while on duty.
2. Consume drugs while on duty, except pursuant to a lawful prescription issued to the employee.
3. Report to duty or be on duty with a prohibited level of alcohol or drugs present in the employee's bodily fluids.
4. Refuse to submit to a required drug test or alcohol test.
5. Interfere with any testing procedure or tamper with any test sample.

Section C. Testing.

The Employer may require an employee, as a condition of continued employment, to submit to a drug test or an alcohol test, as provided in this Article.

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. **Random Selection Testing:** A test-designated employee shall submit to a drug test and an alcohol test if the employee has been selected for testing on a random selection basis.

2. **Reasonable Suspicion Testing:** An employee shall be required to submit to a drug test or an alcohol test if there is reasonable suspicion that the employee has violated this Article or a departmental work rule.

3. **Preappointment Testing:** An employee not occupying a test-designated position shall submit to a drug test if the employee is selected for a test-designated position.

4. **Follow-up Testing:** An employee shall submit to an unscheduled follow-up drug test or alcohol test if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a preappointment drug test, or was disciplined for violating this Article or a departmental work rule.

5. **Post-incident Testing:** A test-designated employee shall submit to a drug test or an alcohol test if there is evidence that the test-designated employee may have caused or contributed to an on-duty accident or incident resulting in death, or serious personal injury requiring immediate medical treatment, that arises out of any of the following:

   a. The operation of a motor vehicle.

   b. The discharge of a firearm.

   c. A physical altercation.

   d. The provision of direct health care services.

   e. The handling of dangerous or hazardous materials.

Section D. Limitations on Certain Tests.

1. **Test selection.** An employee subject to testing under this rule may be required to submit only to a drug test, only to an alcohol test, or to both tests. However, preappointment testing shall be limited to drug testing. An employee selected for random drug and/or alcohol testing shall be directed to report to the collection site no later than the end of the first shift after the agency representative has received notice of that employee's selection. The employee must be on duty and the collection site must be able to provide the test.

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

3. **Limitations on random selection testing.** The number of drug tests conducted in any one year on a random selection basis shall not exceed five percent (5%) of the number of all test-designated positions. The number of alcohol tests conducted in any one year on a random selection basis shall not exceed five percent (5%) of the number of all test-designated positions.

The parties will review drug testing data on an annual basis and should there be a significant increase in positive drug and alcohol tests in the preceding year, the Employer reserves the right to increase the random selection basis up to 10%. Should the percent increase occur and there is a further significant increase in positive drug and alcohol tests during the next or subsequent annual review, the Employer will increase the random selection basis to 15% of the number of all test designated positions.

4. **Limitations on reasonable suspicion testing.** Before an employee is subject to reasonable suspicion testing, a trained supervisor must document the basis for the reasonable suspicion. In addition, an employee shall not be subject to a reasonable suspicion test until the Employer-designated drug and alcohol testing coordinator (DATC), or the DATC's designee, has given express, individualized approval to conduct the test.

Section E. Drug and Alcohol Testing Protocols.

1. **Drug testing protocol.** The employer will adopt the current "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended, issued by the U.S. Department of Health and Human Services (the "HHS Drug Guidelines") as the protocol for drug testing under this Article.

2. **Alcohol testing protocol.** The Employer will adopt the alcohol testing provisions of the current "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," as amended, issued by the U.S. Department of Transportation (the "DOT Alcohol Guidelines") as the protocol for alcohol testing under this Article.

3. **Changes in protocol.** During the term of this agreement, the parties may agree to amend the protocols without the further approval of the Civil Service Commission to include any final changes to the HHS Drug Guidelines or the DOT Alcohol Guidelines that are published in the Federal Register and become effective. If the parties agree to adopt any such final changes, the parties shall notify the State Personnel Director in writing of the changes and their effective date. Any other change in the protocols requires the approval of the Civil Service Commission.

Section F. 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.

Section G. Review Committee for Drug and Alcohol Testing.

A Committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer will meet, upon request of either party, to review

testing data and discuss problems related to the administration of the testing program.

Section H. Prohibited Levels of Drugs and Alcohol.

1. **Prohibited Levels of Drugs.** It is a violation of this article for an employee to test positive for any drug under the HHS Drug Guidelines at the time the employee reports to duty or while on duty. A positive test result shall constitute just cause for the Employer to discipline the employee.

2. **Prohibited Levels of Alcohol.** It is a violation of this article for an employee to report to duty or to be on duty with a breath alcohol concentration equal to or greater than 0.02. A confirmatory test result equal to or greater than 0.02 shall constitute just cause for the Employer to discipline the employee.

Section I. Penalties.

1. The employer may impose discipline, up to and including dismissal, for violation of this article or a departmental work rule.

2. An employee selected for a test-designated position shall not serve in the test-designated position until the employee has submitted to and passed a preappointment drug test. If the employee fails or refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample, the employee shall not be appointed, promoted, reassigned, recalled, transferred, or otherwise placed in the test-designated position. The Civil Service Commission shall also remove the employee from all employment lists for test-designated positions and shall disqualify the employee from any test-designated position for a period of three years. In addition, if the employee interferes with a test procedure or tampers with a test sample, the employee may also be disciplined by the Employer as provided in Subsection 1 above. An employee's qualification for appointment in the classified service is a prohibited subject of bargaining and any complaint regarding action by the Civil Service Commission shall be brought only in a Civil Service technical appeal proceeding.

Section J. Required Treatment.

In the event of a positive test, and in the further event that a sanction less than discharge is imposed, the employee shall be referred to a Substance Abuse Professional for assessment and treatment, if appropriate.

Section K. Self-reporting.

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

a. For reasonable suspicion testing, before the occurrence of an event that gives rise to reasonable suspicion that the employee has violated this Article or a departmental work rule.

b. For preappointment testing, follow-up testing, and random selection testing, before the employee is selected to submit to a drug test or alcohol test.

c. For post-incident testing, before the occurrence of any accident or incident that results in post-incident testing.

2. **Employer action.** After receiving notice, the Employer shall permit the employee an immediate medical leave of absence subject to the provisions of Article 17, to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug test or alcohol test. The Employer may require the employee to submit to further follow-up testing, as provided in subsection C-4 above, as a condition of continuing or returning to work.

3. **Limitation.** An employee may take advantage of the provisions of sub-section K-1 above no more often than two times while employed in the classified service. An employee making a report is not excused from any subsequent drug or alcohol test or from otherwise complying in full with this article. An employee making a report remains subject to all drug and alcohol testing requirements after making a report and may be disciplined as the result of any subsequent drug or alcohol test, including a follow-up test.

Section L. Identification of Test-Designated Positions.

Each Appointing Authority shall first nominate classes of positions, subclasses of positions, or individual positions to be test-designated. The State Employer shall review the nominations and shall designate as test-designated positions all the classes, subclasses, or individual positions that meet one or more of the requirements of Section A, Subsection 8 of this Article. The designation by the State Employer shall not be limited by or to the nominations or recommendations of the Appointing Authority. The Appointing Authority shall give written notice of designation to each test-designated employee at least fourteen (14) days before implementing the testing provisions of this Article.

The State Employer agrees to provide to the Union, on a confidential basis, notice of such classes, subclasses, or individual positions that have been designated as test designated at least 30 days before implementing the testing provisions of this article.

The Union may file a grievance contesting the designation of a particular position. However, an employee occupying a position designated as a test-designated position who is given notice of the designation shall be subject to testing as provided in this Article until a final and binding determination is made that the employee is not occupying a test-designated position.

Section M. Coordination of Rule and Federal Regulations.

The provisions of this Article are also applicable to employees subject to mandatory Federal regulations governing drug or alcohol testing. However, in any circumstance in which (1) it is not possible to comply with both this rule and the Federal regulation or (2) compliance with this rule is an obstacle to the accomplishment and execution of any requirement of the Federal regulation, the employee shall be subject only to the provision of the Federal regulation.

ARTICLE 24

TERMINATION

This Agreement shall be effective upon Civil Service Commission approval, (except as specifically indicated) and shall continue in full force and effect until midnight, December 31, 2021 for all provision except Wages (Article 22, Section A) and Group Insurances (Article 22, Sections B-Kand Appendices E-2, E-3, and E-4). Either party may give written notice to the other of its intention to negotiate a new Primary Agreement no later than April 1st of the final year of this Agreement.

Wages (Article 22, Section A) and Group Insurances (Article 22, Sections B-K and Appendices E-2, E-3, and E-4) are effective October 1, 2019 through September 30, 2020. Either party may give written notice to the other of its intention to negotiate a new agreement on Wages and Group Insurances for Fiscal Years 2020-2021 and 2021-2022 no later than April 1, 2019.

APPENDIX A

WORK LOCATIONS/Agencies

with Corresponding AFSCME Local Unions and Chapters

As of August 22, 2018

Department, Agency/Code/Work Location/MDOC CMIS Code/Local/Chapter

EDUCATION

Schools for the Deaf and Blind - (Flint)

3106	School for the Deaf	188

MILITARY AND VETERANS AFFAIRS

5101	Alpena Combat Readiness Training Center	261
5102	Grand Rapids Home for Veterans	261
5101	Michigan Youth Challenge Academy	261
5103	Jacobetti Home for Veterans	885

HEALTH AND HUMAN SERVICES

3902	Caro Center	831
3906	Hawthorn Center	129
3909	Kalamazoo Psychiatric Hospital	652
3920	Center for Forensic Psychiatry	2449
3945	Walter P. Reuther Psychiatric Hospital	2449

Youth Facilities:

4307	Shawono Center	1327
4307	Bay Pines Center	1327
4301	Michigan Career and Technical Institute (MCTI)	1327

Any newly created DHHS youth facilities.

CORRECTIONS

4735	Alger Correctional Facility (LMF)	3639
4740	Baraga Correctional Facility (AMF)	3639
4748	Bellamy Creek Correctional Facility (IBC)	3638

4731	Carson City Correctional Facility (DRF)	3638
4744	Central Michigan Correctional Facility (STF)	3638
4727	Charles E. Egeler Reception & Guidance Center/Duane L. Waters Health Center (RGC)	3637
4732	Chippewa Correctional Facility (URF)	3639
4752	Cooper Street Correctional Facility (JCS)	3637
4754	Detroit Detention Center (DDC)	3637
4764	Detroit Reentry Center (DRC)	3637
4730	Earnest C. Brooks Correctional Facility (LRF)	3638
4720	G. Robert Cotton Correctional Facility (JCF)	3637
4729	Gus Harrison Correctional Facility (ARF)	3637
4724	Ionia Correctional Facility (ICF)	3638
4712	Kinross Correctional Facility (KCF)	3639
4718	Lakeland Correctional Facility (LCF)	3638
4741	Macomb Correctional Facility (MRF)	3637
4706	Marquette Branch Prison (MBP)	3639
4707	Michigan Reformatory (RMI)	3638
4704	Muskegon Correctional Facility (MCF)	3638
4743	Newberry Correctional Facility (NCF)	3639
4739	Oaks Correctional Facility (ECF)	3639
4746	Ojibway Correctional Facility (OCF)	3639
4751	Parnall Correctional Facility (SMT)	3637
4705	Richard A. Handlon Correctional Facility (MTU)	3638
4742	Saginaw Correctional Facility (SRF)	3637
4752	Special Alternative Incarceration (SAI)	3637
4747	St. Louis Correctional Facility (SLF)	3638
4725	Thumb Correctional Facility (TCF)	3637
4715	Women’s Huron Valley Correctional Facility (WHV)	3637
4749	Woodland Center Correctional Facility (WCC)	3637

STATE POLICE

5501	Training Academy	950

NATURAL RESOURCES

7501	Ralph A. MacMullen Conference Center	1327

LICENSING AND REGULATORY AFFAIRS

6401	Bureau of Services for Blind Persons	950

APPENDIX B

EYEGLASSES

An employee may opt to use the Vision Care Plan to replace eyeglasses damaged during the course of employment. If this option is chosen, the amount of the claim should be that amount not covered by the Plan. Under current procedures, if the net amount is less than $50.00, such claim is sent to the Department's central office for determination. Claims between $50.00 and $99.99 are sent to the State Accounting Division for processing through the State Administrative Board.

If an employee does not wish to use the Vision Care Plan for such claims, the total amount excluding eye examination (not exceeding $99.99) can be processed through the State Accounting Division for State Administrative Board determination.

However, before submitting claims for reimbursement for eyeglasses, the agency must first determine whether the eyeglasses could be reimbursed under the Workers' Compensation Act. In cases where there is a second party involvement causing damage to an employee's prosthetic device, these cases should first be reported to the State's Workers' Compensation carrier for liability determination.

If the State's Workers' Compensation carrier does not accept liability, or a request for their determination is not in order, the employee may either have his/her eyeglasses replaced through the Vision Care Plan, or a claim may be processed through the State Accounting Division for State Administrative Board determination, as noted above.

When submitting such claims to either the Central Office, or the State Accounting Division, a notation must be included on the voucher that amount claimed has been denied by the State's Workers' Compensation carrier, and/or the employee has opted not to use the Vision Care Plan and the amount claimed is the difference not covered by the Plan.

APPENDIX C

FLEXIBLE BENEFITS PLAN

A Flexible Benefits Plan will be implemented for all Bargaining Unit members. The Flexible Benefits Plan shall be offered to all Bargaining Unit members during the annual enrollment process and shall be effective the first full pay period in the new fiscal year.

The Flexible Benefits Plan will consist of the group insurance programs and options available to Bargaining Unit members with three exceptions: (1) financial incentives will be paid to employees selecting the Catastrophic Health Plan rather than Standard Health Plan coverage; (2) a financial incentive will be paid to employees selecting a Preventative Dental coverage rather than the Standard State Dental Plan; and (3) a financial incentive for employees selecting reduced life insurance coverage (one times salary or $50,000 rather than two times salary).

Changes in benefit selections made by employees may be made each year during the annual enrollment process or when there is a change in family status as defined by the IRS.

Incentives are paid each year and are the same regardless of an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FY99 will receive $1,300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan. Incentives to be paid will be determined in conjunction with the annual rate setting process. The amount of the incentive to be paid to employees selecting the lower level of life insurance coverage is based on an individual's annual salary and the rate per $1,000 of coverage, and therefore may differ from employee to employee. Financial incentives under the Flexible Benefits Plan to employees electing Catastrophic Health and/or Reduced Life Plan will be paid bi-weekly. Employees choosing the Preventive Dental Plan will be paid in a lump sum.

APPENDIX D

ITEMS DELEGATED TO SECONDARY NEGOTIATIONS

HEALTH AND HUMAN SERVICES, YOUTH FACILITIES AND HOSPITALS AND CENTERS

Article 11	Section K	Secure Storage Space for Personal Items
Article 14	Section Q.6	Permanent Intermittent Minimum Call-In Guarantee
Article 15	Section N	Administration of Compensatory Time

YOUTH FACILITIES-ONLY

Article 11	Section I	Nonskid Footwear for Food Service Employees
Article 19	Section L	Uniform Allowance

HOSPITALS AND CENTERS- ONLY

MILITARY AND VETERANS AFFAIRS

Article 11	Section I	Non-Skid Footwear for Food Service Employees
Article 11	Section K	Secure Storage Space for Personal Property
Article 14	Section Q.6	Permanent Intermittent Minimum Call in Guarantee
Article 15	Section N	Administration of Compensatory Time
Article 19	Section L	Uniform Allowance

CORRECTIONS

Article 9	Section G	Steward Jurisdictional Area and Option for Waiving Steps One and Two
Article 11	Section I	Non-Skid Footwear for Food Service Employees
Article 11	Section K	Secure Storage Space for Personal Property
Article 14	Section Q.6	Permanent-intermittent Minimum Call-in Guarantee
Article 15	Section N	Administration of Compensatory Time
Article 16	Section A	Sick Leave Verification
Article 19	Section L	Uniform Allowance

EDUCATION

Article 7	Section A.6	Reinstatement of Annual/Comp
Article 11	Section I	Non-Skid Footwear for Food Service Employees
Article 11	Section K	Secure Storage Space for Personal Items
Article 14	Section Q.6	Permanent-Intermittent Minimum Call-In Guarantee
Article 15	Section N	Administration of Compensatory Time
Letter of Intent		Calendar

LICENSING AND REGULATORY AFFAIRS

Article 11	Section I	Non-Skid Footwear for Food Service Employees
Article 11	Section K	Secure Storage Space for Personal Items
Article 11	Section L	Health and Safety Committees
Article 14	Section Q.6	Permanent-Intermittent Minimum Call-In Guarantee
Article 15	Section N	Administration of Compensatory Time

NATURAL RESOURCES

Article 11	Section I	Non-Skid Footwear for Food Service Employees
Article 11	Section K	Secure Storage Space for Personal Items
Article 11	Section L	Health and Safety Committees
Article 14	Section Q.6	Permanent-Intermittent Minimum Call-in Guarantee
Article 15	Section N	Administration of Compensatory Time

STATE POLICE

Article 11	Section I	Non-Skid Footwear for Food Service Employees
Article 11	Section K	Secure Storage Space for Personal Items
Article 11	Section L	Health and Safety Committees
Article 14	Section Q.6	Permanent-Intermittent Minimum Call-in Guarantee
Article 15	Section N	Administration of Compensatory Time

Appendix E-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	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

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

[2] Deluxe hearing aids are covered at the same rate as basic hearing aids with the member paying the remainder. Discount hearing aids are offered through the SHP PPO.
[3] Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.
[4] Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.
[5] $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 Mail Order $20	Retail $30 Mail Order $60	Retail $60 Mail Order $120

Outpatient Physical, Speech, and Occupational Therapy Combined maximum of 90 visits per calendar year.	**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 [6]	$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 $10 Telemedicine/Telehealth	Not applicable	$20 for office visits $200 for emergency room visits, if not admitted $10 Telemedicine/Telehealth
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 [7]	$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

Premium Sharing	**State Health Plan PPO "SHP – PPO" Benefits**		**HMO Plan "HMO" Benefits**	
	Employee	**State**	**Employee**	**State**
Premium	20%	80%	15%	85% [8]

[6] Deductible amounts for the SHP – PPO are effective January 1, 2015 and renew annually on a calendar year basis. Deductible amounts for the HMOs are effective October 12, 2014 and renew annually each October with the start of the new plan year.

[7] 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.

[8] 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.

Appendix E-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

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

Appendix E-3 Dental Chart

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

[1]Fixed 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 22 Section B for premium sharing for less than full time employees.

Appendix E-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

Appendix E-4 Vision Chart

Frames	Participating Providers	Non-participating Providers
Eyeglass frames	$150 allowance is applied toward frames (member responsible for any cost exceeding the allowance) minus $7.50 co-pay (one co-pay applies to both frames and lenses).	Up to $38.25 Allowance (member responsible for any cost exceeding the allowance) minus $7.50 co-pay (one co-pay applies to both frames and lenses).
	Once every 24 months or once every 12 months if prescription has changed.	

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 within12 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).

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	$150 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

LETTER OF AGREEMENT #1

COMPENSATORY TIME

The parties agree that should legislation be enacted that would provide Bargaining Unit employees the right to “bank” overtime hours as compensatory time, the parties will meet upon written request of either party to negotiate the implementation of such legislation.

LETTER OF AGREEMENT #2

AFSCME And State of Michigan, Office of the State Employer—Article 16, Section J. Annual Leave Donation

The parties agree that having a uniform process for donation and receipt of annual leave across State government would increase efficiency and understanding of the procedure.

Following approval of this Agreement, the parties agree to address this issue in the Labor/Management Health Care Committee forum(s) to attempt to remove inconsistencies in the processes and draft a uniform procedure.

Proper subjects to be addressed at this meeting include, but are not limited to:

- Conditions under which leave can be received and
- Conditions under which leave can be donated, and
- The procedure for making such a request.

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

LETTER OF AGREEMENT #3

Article 3

Upon request of the Union, the Employer will provide available copies of the Request For Proposal (RFP) or similar documents for contracting or sub-contracting bargaining unit work resulting in the displacement of bargaining unit employees.

When employees are scheduled to be displaced as a result of contracting or sub-contracting out, at the request of the Union, the Employer shall facilitate credential reviews through the Civil Service Commission for determination of the classifications for which the displaced employees may qualify.

LETTER OF INTENT #1

Michigan Council 25 AFSCME AFL-CIO
And
State of Michigan Office of the State Employer
Article 9, Section B

The above parties have agreed to the following points as it relates to the current contract language found in Article 9 of the AFSCME collective bargaining agreement (CBA).

1. The “thirty-five (35) weekdays” to appeal to Step 3 arbitration will start from the postmarked/metered date on the envelope in which the Step 2 answer was mailed.
2. AFSCME Council 25 will provide the Employer with a copy of the envelope referred to in #1 above with the notification of the assigned Arbitrator.
3. Should the Union request an extension to appeal a grievance to arbitration, the Union will make an effort to also provide a copy of said mailing envelope, and the postmarked/metered date on this envelope will be used for the purpose of calculating the time line for appeal.

   If the mailing envelope is not provided to the Employer with the extension request, the Employer may deny or grant an extension request with a disclaimer statement such as “as long as this request date is timely for appeal.”

LETTER OF UNDERSTANDING #1

DISABILITY MANAGEMENT

The parties hereby agree that this Letter shall modify those Articles and Sections of the Agreement which require that employees be fully able to perform all the duties of their position.

The parties recognize that employees may have certain temporary medical restrictions which prevent them from performing their full range of duties. For the purpose of this Letter, “limited duty assignment” is defined as an assignment generally lasting 180 calendar days or less which can be performed by employees whose medical condition does not permit them to perform all of the functions of their classification. Employees may request an extension beyond the 180 calendar days for the Employer to consider. In accordance with Articles 16 and 17, employees on sick leave, Workers’ Compensation or medical leave of absence must furnish the Employer the following medical documentation from their physician:

- medical condition and prognosis;
- projected duration of disability;
- any restrictions such as physical movement, and the length of the work day;
- a schedule of prescribed physical or occupational therapy;
- a description of all prescribed medications and/or prosthetic devices relating to the disabling condition.

The Employer reserves the right to have employees examined by the Employer’s physician, without cost to the employee, to determine whether he/she is able to return to work for full or limited duty. Employees who object to examination by a state employed doctor may be examined by a mutually approved doctor. In the absence of mutual agreement, the parties will select a physician from recommendations from a county or local medical society, by alternate striking, if necessary.

After the initial medical documentation has been furnished, employees will be required to provide additional documentation upon request by the Employer, if their medical condition changes, or if the limitations recommended by the treating physician change.

Employees who feel they are unable to complete assignments within a pain free range will be required to notify their supervisor immediately and may be required to provide medical certification relating to the assignment. There shall be no loss of pay or benefits for employees in limited duty assignments. Such employees may work both voluntary and mandatory overtime in accordance with the medical certification.

The Employer reserves the right to notify the State's Workers' Compensation insurance carrier that an offer of employment was made.

The Local Union President shall be notified in writing when employees are given limited duty assignments and what the employee will be doing. The Local Union President will also be notified in writing as employees are returned to full duty.

Problems arising under this Letter shall be raised in Agency Labor-Management meetings and shall not be grieved until such discussions have taken place. The time limits in Article 9 shall be extended for this purpose only. If the problems cannot be resolved at the Agency, the Union may bring the problems to the attention of the Central Department Human Resource Office. This request for assistance may be at the Department Labor-Management meeting or by telephone.

LETTER OF UNDERSTANDING #2

PERSONAL LEAVE DAY

The parties agree to the following expedited procedure for handling denials of requested personal leave days.

When an employee has submitted a written request to utilize a personal leave day at least ninety-six hours prior to the beginning of the pay period and when such request has been denied, the employee may present a grievance to the Step One representative with a request to expedite the grievance. If not expedited to the satisfaction of the Union, the Union may verbally contact the Step Two representative, explain the situation and request an expedited answer.

At each step, every effort will be made to answer the grievance prior to the date the personal leave is to be taken.

LETTER OF UNDERSTANDING #3

ARTICLE 22 Section B

During negotiations in 2004, the parties agreed to implement the Disease Management Program known as Blue Health Connection and a PPO network for durable medical equipment and prosthetic and orthotic appliances effective October 1, 2005. Both of these programs will result in improved benefits for employees and a cost savings to the State Health Plan. The parties therefore agree to request Civil Service Commission approval to implement these provisions effective April 10, 2005 or as soon as administratively feasible thereafter.

During negotiations in 2015, the parties discussed the Blue Health Connection name change which is known as Complex Chronic Condition Management.

LETTER OF UNDERSTANDING #4

ARTICLE 22, SECTION V – LONGEVITY PAY

The parties agree to jointly pursue the creation of a 401(K) match option, which would be offered no later than the 2001 longevity payment. Employees may choose to take the cash payment or have the employer place the employee's longevity payment plus 50% of the associated retirement and Employer FICA savings into the employee's 401(K) account consistent with the previous lump sum payment matches. To be eligible for this option, the employee must contribute an equal amount into his/her 401(K) account. This provision must be administered consistent with IRS regulations.

LETTER OF UNDERSTANDING #5

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.

Examples include 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.

LETTER OF UNDERSTANDING #6

BANKED LEAVE TIME

The parties agree to extend the provisions of the Banked Leave Time Program agreement reached on February 12, 2004, until December 17, 2005. Employees shall not be eligible to accumulate in excess of 84 additional BLT hours during the term of this extension.

Utilization and payoff of BLT hours shall be consistent with the Internal Revenue Service approval of Part B of the State of Michigan Annual and Sick Leave Program, and those terms do not expire with this Letter of Understanding.

AFSCME Council 25 (U11) employees will participate in the Banked Leave Time (BLT) program, with regular pay reduced accordingly, for a total of 45 hours, at a rate of three hours per pay period for full time employees and on a pro-rated basis for less than full time employees. Participation in the BLT program shall begin with the pay period starting March 7, 2010 and end with the pay period ending October 2, 2010. Upon separation, retirement or termination any remaining banked leave time will be placed in the Employee's 401K. If the employee does not have an established 401 K, one will be established for them.

LETTER OF UNDERSTANDING #7

EXTRACURRICULAR RESPONSIBILITIES AT MSDB

The parties have discussed the long-standing practice of assigning extracurricular responsibilities at the Michigan Schools for the Deaf and Blind. Examples of these activities/responsibilities are Student Activities Director, Boys Basketball Coach, Yearbook Project Coordinator, etc. The parties agree to continue those practices.

Each spring the Administrative Director shall determine the responsibilities to be performed for the upcoming school year. Rates of compensation shall be established by the Administrative Director based on budget considerations, expected student participation and season schedule. This information will be forwarded to the Office of the State Employer no later than July 1 of each year. The Office of the State Employer will review the proposed schedule and forward it to the State Personnel Director for review and approval.

The Administrative Director will provide notice of the extracurricular responsibilities to all staff. The assignment of these responsibilities will continue in accordance with current practice.

LETTER OF UNDERSTANDING #8

ARTICLE 22

The attached rules for network use will be used by the parties in determining in and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some state employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside Michigan:

Members who need medical care when away from Michigan can take advantage of the Third Party Administrator's National PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

RULES FOR NETWORK USE

See Appendix E-2 for member costs.

A member is considered to have access to the network based on the type of services required, if there are:

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital - One hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.

2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).

   - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.

   - If the non-network provider is not a Blues' participating provider, the provider does not accept Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, co-payment or out-of-pocket maximum cannot be used to satisfy the in-network deductible, co-payments or out-of-pocket maximum.

3. If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits. The member will be responsible for the in-network deductible (if any) and co-payment (if any).

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

LETTER OF UNDERSTANDING #9

ARTICLE 15 SECTION H.—COMPENSATORY TIME

Section H. Compensatory Time.

Employees may choose either to receive cash payment or with departmental approval compensatory time for holiday hours worked in excess of eighty (80) in a pay period. Overtime credit earned on a particular day may not be split between cash pay and compensatory time. Employees may accumulate up to a maximum of eighty (80) hours of such compensatory time.

On a pilot basis the above maximum accumulation of eighty (80) hours will be increased to a one-hundred twenty (120) hour maximum until December 31, 2011. At this time the parties will discuss continuation of the increased hours.

LETTER OF UNDERSTANDING #10

ARTICLE 19 SECTION C. TRAINING

The parties agree to explore methods for Competency Evaluated Nurse Aide (CENA) training for Residential Care Aides to become certified.

LETTER OF UNDERSTANDING #11

CONTRACT EXTENSION

The collective bargaining agreement for the Institutional Unit will be extended for one year. Noncompensation provisions will continue through December 31, 2011; compensation provisions will continue through September 30, 2012. However, in the event an across the board wage increase for FY 2012 is voluntarily agreed to during negotiations in 2010, with the UAW or MSEA, and approved by the Civil Service Commission, upon request of the Union on or before March 1, 2011, negotiations for an across the board increase for F/Y 2012 will be reopened no later than April 1, 2011.

LETTER OF UNDERSTANDING #12

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.

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

LETTER OF UNDERSTANDING #13
Article 4, Union Dues and Fees

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 consistent with Public Act 349, with express understanding that the unions maintain their challenges to the Act, as set forth in the pending International Union v UAW, Court of Appeals No. 314781 (Application for Leave to Appeal to Supreme Court filed September 11, 2013).

LETTER OF UNDERSTANDING #14

Attendance Incentive Pilot

In an attempt to reduce the amount of call-ins for Institutional Unit Employees at DHHS hospitals and centers (Excluding the Forensic Center), the Parties agree to a one (1) year Pilot Program effective January 1, 2019 through December 31, 2019). The following will be the criteria for eligible employees to convert unused sick leave credits to compensatory time:

1) No unscheduled leave usage for a period of six (6) months (January 1 - June 30 and July 1 - December 31).
2) In the first full pay period in July 2019 and January 2020upon the employees' request, if eligible, may convert twenty-four (24) hours of sick leave to compensatory time.
3) Employees will be ineligible if they are on a medical leave or utilize FMLA during the six (6) month period.
4) The converted twenty-four (24) hours will count towards the cap for compensatory time.
5) This pilot program will expire December 31, 2019.

LETTER OF UNDERSTANDING #15

Other Eligible Adult Individual-Health Insurance

Article 22

Where the employee does not have a spouse eligible for enrollment in the State Health Plan, the plan shall be amended to allow a participating employee to enroll one other eligible adult individual, as set forth below:

To be eligible, the individual must meet the following criteria:

1. Be at least 18 years of age.
2. Not be a member of the employee's immediate family as defined as employee's spouse, children, parents, grandparents or foster parents, grandchildren, parents-in-law, brothers, sisters, aunts, uncles, or cousins.
3. Have jointly shared the same regular and permanent residence for at least 12 continuous months, and continues to share a common residence with the employee other than as a tenant, boarder, renter, or employee.

Dependents and children of another eligible adult individual may enroll under the same conditions that apply to dependents and children of employees.

In order to establish that the criteria have been met, the Employer will require the employee and other eligible adult individual to sign an affidavit setting forth the facts that constitute compliance with those requirements.

LETTER OF UNDERSTANDING #16

Federal Excise Tax Implications

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 parties agree to meet to convene the Joint Health Care Committee no less than monthly beginning January 2019. 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, 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 under Article 22, Section C 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.

LETTER OF UNDERSTANDING #17

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 #18

Civil Service Commission Rule on Prohibited Subjects of Bargaining

In the event the Civil Service Commission Rule on Prohibited Subjects of Bargaining is amended, the parties agree to reopen negotiations on the impact of the rule change if requested by the Union, and subject to such restrictions as the Civil Service Commission may establish.

This Letter of Understanding if in effect through December 31, 2021.

LETTER OF UNDERSTANDING #19
Between
The Department of Natural Resources
And
AFSCME Council 25, Local 1327
State Worker 4

The parties agree that employees assigned to the State Worker 4 classification in the Institutional Unit in the Department of Natural Resources may work up to a maximum of 1040 hours in a calendar year. State Worker 4's are temporary, non-career employees and are not eligible for benefits as described in Article 22 and its related Appendices.

LETTER OF UNDERSTANDING #20

Dental and Vision Insurance Coverage for Adult Children under Age 26

To the extent that federal law now requires the offering of health insurance coverage to adult children under age 26, the State will offer dental and vision insurance coverage to adult children under the same standards that it offers health insurance and without regard to student enrollment. If federal law requiring the offering of health insurance to adult children changes, this Letter of Understanding will expire.

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