

Labor and Trades and Safety and Regulatory Units

Collective Bargaining Agreement

Between

The State of Michigan

And

The Michigan State Employees
Association



Text approved by the Civil Service Commission
December 12, 2018

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

Wages and Group Insurances : October 1, 2020 – September 30, 2022
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ARTICLE 1
PREAMBLE

This Agreement is made and entered into at Lansing, Michigan, by and between the State of Michigan and its principal Departments and Agencies (hereinafter referred to as the "Employer"), represented by the State Employer, and the Michigan State Employees Association (hereinafter referred to as "MSEA"), as exclusive representative of employees employed by the State of Michigan and as specifically set forth in Article 3, shall be effective when it has been ratified by the Employer and MSEA and approved by the Civil Service Commission.

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

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

ARTICLE 2
PURPOSE AND INTENT

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

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

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

D. Economic benefits which were in effect on the effective date of this Agreement, and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the

ARTICLE 3

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

ARTICLE 3 **RECOGNITION**

A. Representation Units.

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

Labor & Trades Unit - certified March 27, 1979

Safety & Regulatory Unit - certified September 14, 2001

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

B. Classifications.

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

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

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

10 **C. Appointment Duration.**

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

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

19
20 **ARTICLE 4**
21 **ASSOCIATION RIGHTS**

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

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

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

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

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

ARTICLE 4

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

B. Information Provided to MSEA.

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

2. The Employer will provide to MSEA in electronic format a biweekly demographic report which shall contain the following information for each employee in the Bargaining Unit(s): the employee's name, employee identification number, street address, city, state, zip code, job code description (class, level and sub-class code), sex, race, birth date, hire date, department, agency, TKU, Union deduction code and amount, status code (appointment code), position code, leave of absence/layoff effective date, continuous service hours, county 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.

3. Membership dues and Agency Shop deductions for each biweekly pay period shall be remitted to the designated Executive Officer of MSEA, with an alphabetical list of names, by Department and Agency, of all enrollments, cancellations with departure coding, when available, deduction changes, additional deductions, name and/or employee identification number change, after the close of the pay period of deduction. The Employer shall provide to the Executive Officer of MSEA an alphabetical listing, by Department and Agency, identifying those employees who have valid dues deduction authorization on file with the Employer from whose earnings no deduction of dues was made. Unavoidable delays shall not constitute a violation of this Agreement.

4. The reports listed in Subsections 1, 2 and 3 above shall be provided in hard copy form or other format, including electronic data transfer.

C. Bulletin Boards.

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

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

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

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

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

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

D. Mail Service.

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

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

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

ARTICLE 4

1 Mail must originate from:

2 1. Employee to employee;

3 2. Steward to employee;

4 3. Employee to Steward;

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

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

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

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

17 **E. MSEA Information Packet.**

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

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

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

34 **G. Telephone Directory.**

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

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

6 **H. Office Space.**

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

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

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

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

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

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

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

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

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

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

15 **J. MSEA Presentation.**

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

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

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

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

35 **K. Picketing.**

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

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

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

L. Employee Organization Activity.

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

ARTICLE 5
MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
MSEA DUES

The parties understand and agree that the provisions set forth in Article 6 shall only be applied in accordance with current law. To the extent permitted by the Rules of the Michigan Civil Service Commission and Regulations of the Civil Service Commission, it is agreed that:

A. Dues Deduction.

Upon receipt of a voluntarily completed authorization from any of its employees covered by this Agreement approved by the State Personnel Director, the Employer will deduct those voluntary dues required for the employee's membership in the MSEA.

Such voluntary authorizations shall be effective only as to membership dues becoming due after the date of such authorization. Voluntary 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 insurance premiums. The amount of membership dues deductions shall be as certified to the Employer in writing by the authorized representative of MSEA.

Such voluntary authorizations of employees transferred from one Agency or Department to another and within these Bargaining Units shall automatically remain in effect. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not automatically remain on payroll deduction, except as provided by the Civil Service Rules and Regulations. Employees recalled from indefinite layoff of less than 180 days, employees recalled from seasonal layoff or returning from leaves of absence shall resume payroll deduction of voluntary dues, commencing the first pay period of work. Dues deduction authorization may be revoked by the employee furnishing written notice of such revocation to the personnel office of the employee's Appointing Authority.

For all employees returned to employment from indefinite layoff of less than 180 days, or seasonal layoff, leave of absence or reinstatement within the same department/agency who had previously signed a deduction authorization, the previous voluntary deduction authorization shall remain in effect. Those payroll deductions shall commence the first pay period of the employees return to work.

B. Employer Notification.

The Appointing Authority shall inform the Union of all new bargaining unit employees and employees returning from leave or layoff, upon hire or return as provided in Article 4, Section J, and employees transferred into any MSEA Bargaining Unit.

C. Reimbursement.

The Employer agrees not to reimburse membership fees to any employee without prior written notification to MSEA.

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ARTICLE 7 **MSEA BUSINESS AND ACTIVITIES**

A. Time Off for MSEA Business.

1. Union Leave is a prohibited subject of bargaining and governed by Civil Service Rules and Regulations.

2. To the extent that attendance for MSEA business does not substantially interfere with the Employer's operation, properly designated MSEA Representatives, regardless of shift assignment, shall be allowed time off without pay for the following: MSEA Board of Directors Meetings, MSEA Executive Council Meetings, state or area-wide MSEA Committee Meetings, MSEA General Assembly, MSEA sponsored training and other Union business.

Employees who have been granted leave without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Association activities. Such lost time shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work under this Article.

3. Except as may be mutually agreed to locally, on a case by case basis, an employee shall furnish written notice of the employee's intention to attend a function listed in Paragraph 2 above to his/her immediate supervisor, at least two (2) work days before the start of the pay period in which the leave is to be used, or in advance of the date that work schedules must be established.

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

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

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

B. MSEA Officers.

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

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

C. Time Off During Working Hours.

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

D. Union Leave Approval Procedures.

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

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

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

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

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

E. Reporting Time.

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

ARTICLE 8 **GRIEVANCE PROCEDURE**

A. General.

1. A grievance is defined as a written complaint alleging that there has been a violation, misinterpretation or misapplication of any condition of employment contained in this Agreement, or of any rule, policy or regulation of the Employer deemed to be a violation of this Agreement or a claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation arises out of an existing mutually accepted past practice. The concept of past practice shall not apply to matters which are solely operational in nature.
2. Employees shall have the right to present grievances in person or through a designated MSEA Representative at the appropriate step of the grievance procedure. No discussion shall occur on the grievance until the designated MSEA Representative has been afforded a reasonable opportunity to be present at any grievance meetings with the employee(s). Upon request, a supervisor will assist a grievant in contacting the designated Steward or Representative. Any settlement reached shall be communicated to MSEA and shall not be inconsistent with the provisions of this Agreement. At a Step One Grievance Conference the Representative shall be the Steward, or an MSEA Representative, in accordance with Article 18, if requested by the grievant or Steward. At a Step Two Grievance Conference the MSEA Representative shall be the Steward and an MSEA Representative, in accordance with Article 18, if so requested.
3. Only related subject matters shall be covered in any one grievance. A grievance shall contain the clearest possible statement of the grievance by indicating the issue involved, the relief sought, the date the incident or alleged violation took place, and the specific Section or Sections of this Agreement involved, if any. The grievance shall be presented to the designated Employer representative on a mutually agreed upon form furnished by the Employer and MSEA and signed and dated by the grievant(s).
4. All grievances shall be presented promptly and no later than fifteen (15) week days from the date the grievant knew or could reasonably have known of the facts or the occurrence of the event giving rise to the alleged grievance. Week days, for the purpose of this Article, are defined as Monday through Friday inclusive, excluding holidays.

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

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

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

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

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

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

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

B. Grievance Steps.

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

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

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

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

At the request of MSEA following a second step denial, a Representative, in accordance with Article 18, of MSEA and of the Department where the grievance originates will discuss the matter. An effort shall be made in such discussions 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 MSEA.

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

2011 bargaining produced the selection process for the panel of arbitrators. Within thirty (30) week days after approval of this Agreement, MSEA and the Office of the State Employer shall simultaneously exchange the names of ten (10) 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 five names from the other party's list. The remaining names shall be the pool of arbitrators to be used for all grievances. Any arbitrator nominated by both parties shall serve on the panel. Should a selected arbitrator decline to serve on or removes themselves from the panel, the party proposing the name may submit another name of an arbitrator to be considered by the other party.

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

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

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

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

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

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

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

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

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

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

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

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

4 **Expedited Arbitration.**

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

7 b. The Arbitrator selected shall be requested to hear the case within sixty (60) calendar
 8 days of being assigned the case. By mutual written agreement, the parties may waive
 9 the sixty (60) calendar day time limit. Upon receipt of notice from the Arbitrator that
 10 the sixty (60) calendar day time limit cannot be met, the Office of the State Employer
 11 shall send a second request for arbitration to the next Arbitrator on the list.

12 c. Briefs, if any, shall be filed simultaneously by the parties within fourteen (14) calendar
 13 days of the last day of the arbitration hearing.

14 d. The decision of the Arbitrator shall be rendered within fourteen (14) calendar days of
 15 the closing of the record. By mutual agreement, the Arbitrator may issue a bench
 16 decision.

17 e. Transcript cost, if any, shall be paid by the party requesting the transcript unless the
 18 parties agree to share the cost and have a copy prepared for each party by the
 19 reporter.

20 **C. Time Limits.**

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

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

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

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D. Retroactivity.

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

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

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

E. Exclusive Procedure.

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes permitted under Civil Service 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.

F. Processing Grievances.

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

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

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

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

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

G. Discipline.

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

H. Documents and Witnesses Required for Arbitration.

Upon written request, MSEA shall receive specific documents or records available from the Employer, 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. All documents not previously provided or exchanged which either party intends to use as evidence will be forwarded to the other party on an ongoing basis; however, such response shall not limit either party in the presentation of necessary evidence, nor shall either party be limited from introducing any document or evidence it deems necessary to rebut the case of the other.

At least ten (10) calendar days before a scheduled arbitration hearing, MSEA and the Employer shall simultaneously exchange a written list of the witnesses they plan to call including those witnesses MSEA requests 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; 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.

I. Grievance Conduct.

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

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

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

ARTICLE 9

None of the following disputes can be adjudicated in a grievance procedure authorized in a Collective Bargaining Agreement, but can only be adjudicated in a Civil Service Commission forum under the exclusive procedures provided for in the Civil Service Commission Rules and Regulations:

1. A grievance by an employee who is aggrieved by the abolition or creation of a position; assumption of a position; an arbitrary and capricious lateral job change resulting in substantial harm; the application of employment preference or recall rights; the employer's exercise of any other right to assign staff, including scheduling, shift assignment, overtime assignment, or seniority calculation; or the rescission of a probationary appointment.
2. A grievance by an employee disciplined or denied the use of sick and annual leave for striking.
3. A complaint including, but not limited to, a grievance, technical appeal, or labor relations appeal, against the Civil Service Commission, or an employee of the Civil Service Commission.
4. A complaint including, but not limited to, a grievance, technical appeal, or labor relations appeal, arising out of or related to a prohibited subject of bargaining.
5. Any matter or dispute in which Civil Service Commission Rules or Regulations provide an exclusive procedure or forum for the resolution of the matter or dispute.

ARTICLE 9

DISCIPLINARY ACTION

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

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

A. Investigation and Representation.

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

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

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

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

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

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

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

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

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

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

ARTICLE 9

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

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

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

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

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

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

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

C. Emergency Disciplinary Action.

1. Removal from Premises or Temporary Suspension.

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

2. Suspension for Criminal Charge.

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

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

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

ARTICLE 10

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

D. Resignation in Lieu of Disciplinary Action.

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

E. Suspension for Investigation.

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

F. Suspension for Felony Charges.

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

ARTICLE 10 **COUNSELING AND PERFORMANCE REVIEW**

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

A. Performance Discussion or Review.

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

B. Informal Counseling.

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

C. Formal Counseling.

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

D. Removal of Records.

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

ARTICLE 11

E. Relationship to Disciplinary Action.

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

ARTICLE 11 **SENIORITY**

A. Seniority Definitions.

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

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

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

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

1. Seniority as defined above shall be used for:

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

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

B. General Application.

1. The Employer will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.
4. A State classified employee retired or retiring under the provisions of any State of Michigan retirement system who obtains employment in a classified position shall be credited with seniority in accordance with the current applicable Civil Service Commission Rules. Retirement credit shall be earned in accordance with statutory requirements.
5. An employee's continuous service record shall be broken and not bridged when the employee separates from the State classified service by means other than layoff, suspension, duty or non-duty disability retirement, or approved leave of absence.

C. Seniority Lists.

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

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

ARTICLE 12

LAYOFF AND RECALL PROCEDURE

A. Layoff and Recall Information to MSEA.

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

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

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

ARTICLE 13

B. Layoff and Recall.

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

ARTICLE 13

ASSIGNMENT AND TRANSFER

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

A. Expense Reimbursement.

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

ARTICLE 14

HOURS OF WORK

A. Biweekly Work Period.

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

B. Work Days.

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

C. Work Schedules.

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

D. Meal Periods.

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

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

E. Rest Periods.

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

F. Wash-Up Time.

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

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

G. Callback.

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

H. On-Call.

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

I. Utilization of Leave Credits and Timekeeping.

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

ARTICLE 15
OVERTIME

A. Definitions.

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

B. Eligibility for Overtime Credit.

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

1. An employee in a classification indicated as Code 1 in Appendices A or B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of (40) hours of work time in a work week or all consecutive hours in excess of eight (8).
2. An employee in a classification indicated as Code 2 in Appendix B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of forty (40) hours of work in a work week.
3. An employee in a classification indicated as Code 1 or Code 2 in Appendices A or B who is on any modified work schedule shall be compensated at the overtime rate for all authorized work time in excess of their regular working day or forty (40) hours of work time in a work week.

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

14 **C. Overtime Compensation.**

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

18 **D. Pyramiding.**

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

23 **E. Compensatory Time.**

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

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

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

ARTICLE 16

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

ARTICLE 16 **LEAVES OF ABSENCE**

A. Eligibility.

1. 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 initial probationary period.

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

B. Request Procedure.

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

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

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

C. Approval.

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

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

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

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

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

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

2. **Medical Leaves of Absence.** Upon depletion of accrued sick leave, an employee, upon request, shall be granted a leave of absence including necessary extensions for a period of up to six (6) months upon providing required medical information, for personal illness, injury or temporary disability necessitating his/her absence from work, if that employee is in satisfactory employment status. This grant 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 an employee's pregnancy shall not be counted against the grant. An employee whose initial leave including any extensions totals less than the six (6) month period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months for all such leaves. Employees with 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 specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

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

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

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 the essential job duties.

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

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

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

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

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

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

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

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

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

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

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

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

9 2. An employee returning from an approved leave of absence of more than six (6) months
10 (other than a waived rights) will be restored to a position in the employee's same
11 classification and previous work location.

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

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

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

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

21 1. **Intent.** The parties recognize the positive role parental and other adult involvement in
22 school and community activities plays in promoting educational and community
23 success. The parties intend by this Section to foster employee involvement in school
24 sponsored activities and community programs.

25 2. **Leave Credits.** After 1040 hours of satisfactory State service, employees in a
26 permanent or limited term position shall annually receive eight (8) hours of paid
27 school/community participation leave to be used in accordance with the provisions of
28 this Section and the normal requirements for annual leave usage, provided, however,
29 that such leave may be utilized in increments of one (1) hour if requested. The leave
30 may be used to cover the employee's absence from their scheduled work day for
31 reasonable travel to, from and the duration of the eligible activity or event.

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

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

ARTICLE 17

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, making deliveries for Meals on Wheels, and construction work for Habitat for Humanity.

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

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

ARTICLE 17

PERSONNEL FILES

A. General.

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

B. Access.

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

C. Employee Disagreements.

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

D. Employee Notification.

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

E. Non-Employment Related Information.

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

F. Confidentiality of Records.

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

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

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

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

G. Expunging Records.

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

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

H. Confidentiality of Medical Records.

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

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

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

ARTICLE 18
MSEA REPRESENTATION

A. MSEA Representatives and Jurisdictions.

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

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

B. Release of MSEA Representatives.

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

C. Union Leave.

If any MSEA Representative(s) is expected to spend more than 25% (520 hours) of the contract work year (beginning the effective date of this Agreement) in representation activities, he/she may be so designated and identified by MSEA. Such employees may be placed on "Union leave" by the Employer. They shall be relieved of all work duties during the course of such leave; and MSEA shall reimburse the State for all associated

ARTICLE 19

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

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

ARTICLE 19

LABOR-MANAGEMENT COMMITTEE MEETINGS

A. Purpose.

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

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

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

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

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

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

B. Representation.

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

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

C. Scheduling.

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

D. Status of MSEA Representatives.

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

E. State Employer.

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

ARTICLE 20
WORK RULES

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

ARTICLE 21

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

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

ARTICLE 21

GROOMING AND ATTIRE

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

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

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

ARTICLE 22

HEALTH AND SAFETY

A. General.

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

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

B. First Aid Equipment.

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

C. Buildings.

The Employer will 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 Health and Human Services. Where facilities are leased by the Employer, the Employer shall assure that such facilities comply with the order(s) of the Michigan Departments of Licensing and Regulatory Affairs and/or Health and Human Services.

D. Medical Examinations.

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

E. 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 as allowed in Article 43, Section W. Employees shall have the right to purchase such safety shoes utilizing the allowance provided therein.

F. Protective Clothing.

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

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

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

ARTICLE 22

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

6 **2. Department of Transportation**

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

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

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

16 **G. Safety Glasses.**

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

25 **H. Safety Inspection.**

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

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

I. Contagious Diseases.

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

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

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

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

The Employer will establish and/or continue a contaminated waste disposal system in accordance with CDC and the Michigan Department of Health and Human Services 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 individuals whose behavior or actions indicate a need for a protective barrier. The issue of which protective garments or devices are appropriate for Bargaining Unit employees in the course of performing their job duties shall be a proper subject for secondary negotiations.

J. Health and Safety Committee.

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

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

ARTICLE 22

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

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

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

K. Compliance Limitations.

If recommendations under Section J above have not been acted upon within three (3) months, MSEA may grieve alleged unsafe or unhealthful conditions which are the subject of such recommendations commencing at Step Three of the Grievance Procedure provided in this Agreement; provided, that where a clear and present danger exists, MSEA may grieve at any time at Step Two. The Employer's compliance with Section J 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.

L. Safety Evacuation Plans.

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

M. Obligation of MSEA and Employees.

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

N. Employee Services Referral Program.

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

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

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

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

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

ARTICLE 23 PROBATIONARY EMPLOYEES

A. Definition.

1. An initial probationary employee shall be an employee who has not been certified as having satisfactorily completed the initial probationary employment period as required by the Civil Service Commission Rules and Regulations.
2. A continuing probationary employee shall be an employee who has completed the initial probationary period and has subsequently been appointed to a new class, or level, and is required to satisfactorily complete a new probationary period.
3. An initial or continuing probationary employee who is being given a less than satisfactory service rating shall be entitled, upon request in accordance with Article 9, Section B., to the presence of a Union Representative at the disciplinary conference.

C. Application of Provisions.

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

ARTICLE 24 SUPPLEMENTAL EMPLOYMENT

Supplemental employment is permitted under the following conditions:

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

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

This Article shall not be construed to limit or abridge the Employer's right to take appropriate disciplinary action in response to violation of Civil Service Commission Rules and/or failure to provide prior notification of supplemental employment to the Employer.

ARTICLE 25 **NON-DISCRIMINATION**

The Employer agrees to continue its policy against all forms of illegal discrimination including discrimination with regard to race, creed, color, national origin, sex, age, disability, height, weight, marital status, religion, political belief or sexual orientation or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

MSEA agrees to continue its policy to admit all persons otherwise eligible to membership and to represent all members without regard to race, creed, color, national origin, sex, age, disability, height, weight, marital status, religion, political belief or sexual orientation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 **ARTICLE 28** 8 **POLYGRAPH EXAMINATIONS**

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

14 **ARTICLE 29** 15 **TRAINING**

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

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

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

30 **ARTICLE 31** 31 **OPERATION OF STATE MOTOR VEHICLES**

32 **A. General.**

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

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

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

6 **B. Commercial Drivers License.**

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

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

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

- 13 1. The Employer will reimburse the cost of the required CDL Group License and
14 Endorsements for those employees in positions where such license and
15 endorsements are required.
- 16 2. The Employer will reimburse, on a one-time basis, the fee for the skills test, if required,
17 provided the skills test is not being required because of the employee's poor driving
18 record. In that case, the employee is responsible for the cost of the skills test. Where
19 a skills test is required, the employee will be permitted to utilize the appropriate State
20 vehicle.
- 21 3. Employees shall be eligible for one grant of administrative leave to take the test to
22 obtain or renew the CDL. Should the employee fail the test initially, the employee shall
23 complete the necessary requirements on non-work time.
- 24 4. Employees reassigned to a position requiring a CDL shall be eligible for
25 reimbursement and administrative leave in accordance with paragraphs 1., 2. and 3.
26 of this Section.
- 27 5. Employees who transfer, promote, bump, or are recalled to a position requiring a CDL
28 are not eligible for reimbursement for obtaining the initial CDL but shall be eligible for
29 reimbursement for renewal.
- 30 6. Employees who fail to obtain, or retain, a CDL may be subject to removal from their
31 positions. Employees who fail required tests may seek a 90-day extension of their
32 current license, during which the Employer will retain the employee in their current, or
33 equivalent position. The Employer shall not be responsible for any fees associated
34 with such extensions. At the end of the 90-day extension, if the employee fails to pass
35 all required tests, the employee may be reassigned at the Employer's discretion to an
36 available position not requiring a CDL for which the employee is qualified, or, if no
37 position is available the employee will be laid off. Those employees not choosing to
38 extend their license for the 90-day period will be removed from their positions at the
39 expiration of their current license and may be reassigned at the Employer's discretion
40 to an available position not requiring a CDL for which the employee qualifies.

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

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

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

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

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

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

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

1. Self-Identification.

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

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

3 **2. Education and Training.**

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

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

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

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

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

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

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

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

29 **6. Union Representation.**

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

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

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

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

3 8. **Alternative Duty Assignment.**

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

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

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

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

17 11. **Controlled Substances.**

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

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

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

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

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

ARTICLE 32
WAGE ASSIGNMENTS AND GARNISHMENTS

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

ARTICLE 33
POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS

A. Position Descriptions.

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

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

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

B. Class Specifications.

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

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

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

4 **C. Journeyperson Certification.**

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

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

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

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

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

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

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

23 **A. Clothing.**

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

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

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

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

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

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

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

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

11 1. Department of Natural Resources

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

16 2. Department of Environmental Quality

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

21 **B. Tools and Equipment.**

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

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

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

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

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

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

8 **D. Storage Space.**

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

14 **E. Parking.**

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

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

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

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

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

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

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

3 **G. Tuition Reimbursement.**

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

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

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

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

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

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

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

28 **H. Legal Services.**

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

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

ARTICLE 35

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's or the employee's scope of delegated authority shall be made in the sole judgment of the Appointing Authority, which judgment shall not be subject to appeal.

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

I. Professional Fees and Subscriptions.

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

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

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

J. Leave of Absence with Pay.

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

K. Jury Duty.

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

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

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

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

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

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

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

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

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

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

37 **L. Meals Without Charge.**

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

ARTICLE 36

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

- 3 1. Employed and assigned within the security perimeter of a correctional facility where
4 food service facilities are available; and
- 5 2. Required to remain at the correctional facility for the full eight (8) hour shift, and not
6 be relieved of custody responsibilities during the period provided for consuming the
7 meal; and
- 8 3. Entitled to receive full pay for the period during which the meal is to be consumed.
- 9 4. The method of providing the meal, including the accommodation of dietary restrictions
10 shall be a proper subject of secondary negotiations.

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

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

18 **ARTICLE 36**

19 **COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY**

20 **A. General Emergency.**

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

24 **B. Administrative Determination.**

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

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

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

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

D. Compensation in Situation of Inaccessibility.

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

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

E. Additional Timekeeping Procedures.

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

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

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

ARTICLE 37
MOVING EXPENSES

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 Article. New employees not presently 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.

ARTICLE 37

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

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

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

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

a. Appliance service;

b. Piano or organ handling charges;

c. Flight, elevator or distance carry charges;

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

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

C. Mobile Homes.

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

Mobile home liability is limited to damage to the unit caused by negligence of the carrier, and to contents up to a value of \$1,500. 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, i.e., 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 work station are allowed. Extension beyond sixty (60) days, but not to exceed a total of one hundred eighty (180) days, should be allowed due to unusual circumstances in the full discretion of the Employer. Authorized travel shall include one (1) round trip weekly between the new work station 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 work station for the purpose of securing housing. Travel, lodging, and food costs will be reimbursed up to a maximum of nine (9) days in accordance with the Civil Service Commission and Department of Technology Management and Budget State Standardized Travel Regulations.

ARTICLE 38
MOBILITY-CAREER ADVANCEMENT

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

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

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

ARTICLE 39
PAID ANNUAL LEAVE

A. Initial Leave.

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

ARTICLE 39

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

B. Allowance.

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

ANNUAL LEAVE TABLE

Service Credit

Annual Leave

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

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

C. Additional Allowance.

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

ADDITIONAL ALLOWANCE TABLE

Service Credit

Annual Leave

5-10 yrs. (10,400 - 20,799 hrs.) = 5.3 hrs./80 hrs.serv.

10-15 yrs.(20,800 - 31,199 hrs.) = 5.9 hrs./80 hrs.serv.

15-20 yrs.(31,200 - 41,599 hrs.) = 6.5 hrs./80 hrs.serv.

20-25 yrs.(41,600 - 51,999 hrs.) = 7.1 hrs./80 hrs.serv.

25-30 yrs.(52,000 - 62,399 hrs.) = 7.7 hrs./80 hrs.serv.

30-35 yrs.(62,400 - 72,799 hrs.) = 8.4 hrs./80 hrs.serv.

35-40 yrs.(72,800 - 83,199 hrs.) = 9.0 hrs./80 hrs.serv.

40-45 yrs.(83,200 - 93,599 hrs.) = 9.6 hrs./80 hrs.serv.

45-50 yrs.(93,600 - 103,999 hrs.) = 10.2 hrs./80 hrs.serv.

etc.

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

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

D. Crediting.

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

E. Transfer and Payoff.

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

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

F. Annual Leave Cap.

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

ANNUAL LEAVE ACCUMULATION SCHEDULE

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

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

5 **G. Utilization.**

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

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

13 **H. Banked Leave Time.**

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

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

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

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

28 **I. Scheduling.**

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

J. Conversion to Sick Leave.

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

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

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

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

K. Annual Leave Buy Back.

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

L. Annual Leave Freeze.

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

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

M. Voluntary Donation of Annual Leave.

1. Right to Receive Annual Leave Donations.

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

- 4 a. The receiving employee has successfully completed his/her initial probationary
5 period and faces loss of pay/lost time due to serious injury or the prolonged illness
6 of the employee or his/her dependent spouse, child or parent.
- 7 b. The receiving employee will exhaust all leave credits.
- 8 c. The receiving employee's absence has been approved.
- 9 d. An employee may receive a maximum of thirty (30) work days by direct transfer of
10 annual leave from MSEA employees.

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

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

15 3. **Reciprocal Agreement.**

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

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

21 **A. Allowance.**

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

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

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

B. Utilization.

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

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

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

C. Disability Payment.

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

D. Accumulation and Payoff.

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

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

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

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

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

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

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

7 **E. Proof.**

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

15 **F. Return to Service.**

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

20 **G. Transfer.**

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

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

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

28 **I. Bereavement Leave.**

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

33 **J. Funeral Leave.**

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

ARTICLE 41
SALARY SCHEDULE AND RELATED MATTERS

A. Computation of Salaries.

It is mutually agreed that the compensation schedule in effect September 30, 2019, will be the compensation schedule used in determining rates of pay for Bargaining Unit employees covered by this Agreement.

B. Pay Periods.

In a calendar year, there will be at least twenty-six (26) pay periods. A pay period is defined as a biweekly period consisting of fourteen (14) days, beginning on a Sunday and ending on a Saturday.

C. Pay Days.

Pay days will occur every second Thursday and will include wages earned in the immediate past pay period in accordance with current practice. Every effort will be made to correct payroll errors which occurred in previous pay periods in the employee's disfavor and include pay due the employee due to such errors in the next pay warrant following the error and correction. Imprest Cash vouchers will be used whenever possible to correct serious errors. The Employer upon determination that an overpayment has been made, will immediately in writing notify the employee. Employees are obligated immediately to notify the Employer in writing of any under or overpayment. The employee shall be required to repay any and all overpayments received resulting from clerical error or misrepresentation by the employee. Overpayment liability will be limited to any compensation earned after the date the employee is notified of the overpayment notice in those instances where the overpayment resulted from a violation or misinterpretation of Civil Service Commission Rules by the Employer or Civil Service Commission and the employee performed in good faith the duties and responsibilities. In the case of Employer overpayments not immediately noticed by either the employee or Employer that would create hardship on the employee if immediate full reimbursement were required, a payment schedule may be mutually arranged.

D. Authorized Payroll Deductions.

The Employer agrees to continue to provide payroll deductions for employees in the following categories, as permitted by Civil Service Commission Rules and Regulations and/or applicable law:

Dental Insurance

Union Dues/Fees

Life Insurance

Deferred Compensation

U.S. Bonds

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

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

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

22 **E. Michigan Educational Trust.**

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

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

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

ARTICLE 42
INCORPORATION OF APPENDICES

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

ARTICLE 43
COMPENSATION

Section A. Wages.

FISCAL YEAR 2019-2020

- a. On October 1, 2019 the base hourly rate in effect at 11:59 p.m. on September 30, 2019, for each step in the Bargaining Units shall be increased by 2%.
- b. At the end of the first full pay period in October 2019, each full-time employee who is on the payroll as of October 6, 2019, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2018, shall be paid a one-time cash payment of 2% of the annualized base hourly rate of pay in effect as of October 6, 2019, which shall not be rolled into the base wage. For a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 2018, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2018, and two thousand eighty (2080) hours, times 2% of the annualized base hourly rate of pay in effect as of October 6, 2019.

FISCAL YEAR 2020-2021

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

FISCAL YEAR 2021-2022

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

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Section B. Special Pay Premiums.

1. Heights and Tunnels Premium

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

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

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

Work in caissons is not considered tunnel work.

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

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

Section C. Group Insurances 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. Effective January 1, 2021 group insurance plan provisions shall be effective on January 1, unless otherwise specified.

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.

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

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

8 **Section D. Health Insurance.**

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

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

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

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

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

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

(a) 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 M-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.

(b) 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 M-2.

(c) 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 M-2.

(d) 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

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

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

6 **(e) Hospice Care.**

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

12 **(f) Birthing Centers.**

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

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

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

23 **(h) Weight Reduction.**

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

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

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

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

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

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

(j) 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.

(k) Smoking Cessation

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

(l) 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-pocket maximums will apply. If a member is undergoing a course of treatment at the time he or she becomes in-network, the in-network rules will continue for that course of treatment only pursuant to the PPO Standard Transition Policy. Once the course of treatment has been finished, the

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

(m) Subrogation.

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

(n) Telemedicine

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

(o) Labor Management Healthcare Committee

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

2. Health Maintenance Organization (HMO).

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

Section E. 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 M-3. Plans offered will include:

- The State Dental Plan Preferred Provider Organization

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- A Dental Maintenance Organization (One or more Dental Maintenance Organization(s) 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 M-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 amelogenesis 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 #45.

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

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

Section F. 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 M-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 M-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 24 months with an employee co-payment identified in Appendix M-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 M-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: keratoconus, irregular astigmatism, or irregular corneal curvature.

Not Medically Necessary: The Plan will pay a maximum allowance identified in Appendix M-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 M-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 M-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 M-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 M-4. These lenses and frames are in addition to those provided under the Vision Care Insurance.

Section G. Long Term Disability Insurance.

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

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

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

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

4. The Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums while such employee is on LTD insurance for a maximum of six (6) months for each covered employee. The Employer agrees to pay the 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.

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

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

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7. The benefit period for “mental/nervous” claims shall be limited to 24 months from the beginning of the time a claimant is eligible to receive benefits. This limitation does not apply to mental health claims where the claimant is under in-patient care.
8. The waiting period for receipt of LTD benefits shall be 14 calendar days or the exhaustion of sick leave credits.
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 H. 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 eligible for enrollment in the Plan in accordance with Appendix C 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 five (5) levels of dependent coverage:
 - (a) Level one insures spouse for \$1,500 and children from age 15 days to 23 years for \$1,000.
 - (b) Level two insures spouse for \$5,000 and children from age 15 days to 23 years for \$2,500.
 - (c) Level three insures spouse for \$10,000 and children from age 15 days to 23 years for \$5,000.
 - (d) Level four insures spouse for \$25,000 and children from age 15 days to 23 years for \$10,000.
 - (e) Level five insures children only from age 15 days to 23 years for \$10,000.
 - (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.

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

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

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

5 **a. Upon Layoff.**

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

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

30 **b. Upon Leave.**

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

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c. Upon Death.

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).

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.

Section K. 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 C of the Master Agreement. Such employees shall not be considered as temporary (less than 720 hours) employees.

Section L. 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 M. Shift Premium Payment.

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

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

2. Shift premium shall be paid to eligible employees for each shift where fifty percent (50%) or more of their regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 a.m.
3. Shift premium shall be included as part of the regular rate for computation of the premium for overtime hours worked by eligible employees working regularly scheduled afternoon and night shifts.
4. Shift premium shall not be paid for holidays or leave time used.
5. The value of shift premium shall not be included in determining the value of fringe benefits which are based on pay rate; all fringe benefits will be based on the straight time pay rates.
6. Work requiring reassignment of employees from day shifts to afternoon or night shifts shall be paid shift premium as in the case of regularly assigned afternoon and night shifts.
7. When an employee takes the place of an absent worker the employee must be paid shift differential in addition to overtime unless both employees are not eligible for shift differential.

Section N. Hazard Pay.

1. Classes responsible for custody and supervision of inmates in addition to regular duties (formerly designated "P" rate classes) shall receive \$.40 per hour above regular rates.
2. Eligibility for "P" rate shall be as follows:
- Is responsible on a regular and recurring basis for the custody or supervision of residents under the jurisdiction of the Department of Corrections, Bureau of Correctional Facilities;
 - Is assigned to a position within the security perimeter of an institution within the Bureau of Correctional facilities;
 - Is assigned to a work station within a Department of Corrections, Bureau of Correctional Facilities institution which involves regular and recurring contact (25%

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or more of work time) with the Department of Corrections residents. Any disputes arising under this paragraph shall be resolved by the Michigan State Employees Association and the Office of State Employer;

d. Works in a "covered position" within the meaning of P.A. 351 of 1988, as may be amended;

e. Is assigned to replace an employee receiving hazard pay within a security perimeter for the period of such replacement, provided s/he replaces the employee for a minimum of a seven (7) hour work day and any consecutive scheduled work.

3. Positions in departments other than Department of Corrections must supervise residents assigned from Department of Corrections, Bureau of Correctional facilities.

4. Incidental contact such as passing by a resident porter does not qualify a position for hazard pay.

5. In addition, those positions eligible for "P" rate which are:

a. Assigned to close, maximum and administrative segregation work units within the security perimeter of a Department of Corrections, Bureau of Correctional Facilities institution which is designated by the Michigan Corrections Commission as having 1) a close, maximum or administrative segregation overall rating, or 2) a close or medium overall rating which would contain an administrative segregation unit; and

b. Occupied by a Bargaining Unit employee having two (2) years (4,176 hours) or more of continuous service in the Bargaining Unit; shall receive an additional ten cents (\$.10) per hour [for a total of fifty cents (\$.50) per hour].

Section O. Personal Leave Days.

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

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 departmental Appointing Authority or his/her designee, 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.

1 **Section P. Longevity.**

2 **1. Eligibility**

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

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

- 16 a. No active employee shall receive more than the amount scheduled for one annual
17 longevity payment during any twelve month period except in the event of retirement
18 or death.
- 19 b. **Initial Payments** – Employees qualify for their initial payment by completing an
20 aggregate of five years (10,400 hours) of continuous service prior to October 1.
21 The initial payment shall always be a full payment (no proration).

22 **c. Annual Payments**

- 23 1. Employees qualify for full annual payment by completing 2,080 hours of
24 continuous service during the longevity year.
- 25 2. Employees who are in pay status less than 2,080 hours shall receive a pro-rata
26 annual payment based on the number of hours in pay status during the
27 longevity year.

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

32 **e. Lost Time Considerations**

- 33 1. Lost time is not creditable continuous service nor does it count in qualifying for
34 an initial or an annual payment.
- 35 2. Employees do not earn State service credit in excess of 80 hours in a biweekly
36 pay period. Paid overtime does not offset lost time, except where both occur in
37 the same pay period.

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

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

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

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

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

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

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

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

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

25 **Section Q. Holidays.**

26 1. The following are designated holidays:

27 New Year's Day Veteran's Day

28 Martin Luther King Day Thanksgiving Day

29 President's Day Thanksgiving Friday

30 Memorial Day Christmas Eve Day

31 Independence Day Christmas Day

32 Labor Day New Year's Eve Day

33 General Election Day (In Even Numbered Years)

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

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

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

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 less than satisfactory employment status.
- b. Employees with a temporary or limited term appointment having a definite termination date.

3. **Time and Method of Payment.** After an employee has been laid off for six (6) months in accordance with the provisions of this Section, he/she shall be notified by the Agency in writing that he/she has the option of 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

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

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

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

16 a. If the employee is deceased.

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

- 18 • If such employment requires a probationary period, upon successful
19 completion of such period.
- 20 • If no probationary period is required, upon date of hire.
- 21 • If a probationary period is required and the employee does not successfully
22 complete such required probationary period and is therefore separated, such
23 time of employment shall be bridged for purposes of the time limits in Sub-
24 section R-3. Above.

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

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

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

35 5. **Effect of Recall.**

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

- 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 Sub-section R-3. Above shall be applied from the date of the most recent layoff.

6. **Effect of Hiring.** If an employee has accepted severance payment and is hired in the State classified service or into a State-funded position caring for residents within two (2) years of 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. The details of the method and time schedule for such repayment shall be discussed between the employee and the Agency and reduced to writing and signed by the employee and the Appointing Authority or designee of the Agency. In cases of unusual hardship and by mutual consent the one-year period may be extended.

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

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

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

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

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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 following example.)

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

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

9. **Effective Date.** The provisions of this Section shall apply to employees in the Labor and Trades Unit in the Department of Health and Human Services hospitals and centers, laid off on or after October 1, 1983.

SEVERANCE PAY SCHEDULE

<u>Hours</u>	<u>Years</u>	<u>Week's Pay</u>
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

$$\text{Proportion (or percentage)} \quad \frac{1980}{2088} = 94.8\%$$

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

S.P. = Severance Payment from schedule

The employee agrees that employees who are indefinitely laid off shall be eligible for severance payments in accordance with the provisions of this Section during the life of this Agreement, up to the maximum total of \$2.5 million. The provisions of the Sub-section will not apply to Department of Health and Human Services hospitals and centers, employees entitled to severance pay under this section.

Section S. Deferred Compensation.

Employees who are laid off from State employment and who have been enrolled in the State's Deferred Compensation Program shall be provided with a written explanation of their options regarding their contributions made to the Plan. Such written explanation shall fully outline and be only limited by governing IRS Regulation 457 and the State's IRS approved Deferred Compensation Plan.

Section T. Reimbursement Rates – Travel.

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 Guide which are in effect on the date(s) of travel, except that meal receipts will not be required.

Section U. A Qualified 401(k) Tax-Sheltered Plan.

The qualified 401(k) Tax-Sheltered Plan currently in effect shall be continued for employees in these Bargaining Units.

Section V. Flexible Compensation Plan.

The Employer shall maintain the current flexible compensation plan for employees in these Bargaining Units. The Employer's share of the cost of parking in State owned lots, health, vision, and dental insurance coverage is deducted from gross pay rather than take home (after-tax) pay. This reduces the amount of state and federal taxes withheld. The gross pay before all the deductions is still used for the computation of retirement, life insurance, and long term disability benefits. The employee automatically makes the election for flexible compensation by enrolling in the health, vision, or dental plans. The premiums for long term disability (LTD) is not deducted before taxes because it would make the LTD benefits entirely taxable instead of being partially tax free as they are now.

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Effective 1/1/87, federal FICA taxes will also not be deducted from the amount employees pay for health, vision, and dental insurance.

Effective October 1, 1989, employees in these Bargaining Units will be eligible to participate in the State of Michigan dependent care and medical spending accounts authorized in accordance with Section 125 of the Internal Revenue Service Code except as provided in the 2015 Letter of Understanding titled "Federal Excise Tax Implications".

Beginning January 1, 2021, the Employer shall offer employees the option of enrolling in either a general-purpose flexible spending account or a limited-purpose flexible spending account, as authorized by federal law for health-care expenses.

Section W. Safety Shoes.

The allowance paid by the Employer for the purchase of any required safety shoes in accordance with the provisions of Article 22, Section E, shall be the actual cost of such shoes up to a maximum reimbursement of \$100.00. In the alternative, an employee may elect to be reimbursed the actual cost of required safety shoes once in a two-year period, up to a maximum of \$200.00. The applicable period shall be measured from the date of the most recent request for reimbursement.

When an employee presents medical evidence of the need for an orthopedic safety shoe the Employer shall reimburse the actual cost of the orthopedic safety shoe not otherwise covered by the health insurance.

Section X. Conservation Officer Per Diem.

Conservation Officers-E, SR-A and SPL-SS shall receive a \$3.00 per diem for emergency response. This shall be paid quarterly in January, April, July, and October. The parties may agree to a biweekly payment when administratively possible.

Section Y. Motor Carrier Officer Per Diem.

Effective June 13, 1986, the per diem previously paid to Motor Carrier Officer 9 and 10 was rolled into the base rate. This Section is written solely to document that action.

Section Z. Effective Date.

This Article shall be effective on October 1, 2019 unless otherwise specified.

ARTICLE 44 **PRINTING OF THE AGREEMENT**

The Employer and MSEA shall jointly proof this Agreement against the tentative Agreement ratified by the parties and approved by the Civil Service Commission and shall agree upon a common cover color and format prior to final printing and distribution. The Agreement may be printed by the Department of Technology, Management and Budget Print and Graphics Services. The Employer shall be responsible for the cost of its own copies of this Agreement. MSEA shall be responsible for the cost of its own copies and copies to be provided to employees in the Bargaining Unit. A copy of this Agreement shall

be available to be consulted by an employee upon request in the office of every supervisor of employees covered by this Agreement.

ARTICLE 45 UNION INFORMATION TO THE EMPLOYER

MSEA agrees to furnish the following information in writing to the Employer:

1. A list of Designated Stewards and their respective jurisdictions annually.
2. A list of the Department Caucus Spokespersons.
3. A list of State Officers and Regional Directors.
4. MSEA Constitution.
5. Current MSEA office(s) mailing addresses and phone numbers.

Any changes or additions to the above information shall be forwarded to the Employer by the Union, in writing, as soon as such changes are made.

ARTICLE 46 NO STRIKE – NO LOCKOUT

A. No Strike.

The Employer and MSEA recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, neither MSEA, either individually or through its members, nor any employees covered by this Agreement, will authorize, instigate, condone, or take part in any strike, work stoppage, slowdown or other concerted interruption of operations of services by employees, and employees will maintain the full and proper performance of duties in the event of a strike.

When the Employer notifies the Union by certified mail that any of the employees in these Representation Units are engaged in any such strike activity, MSEA shall immediately inform such employees that strikes are in violation of this Agreement and contrary to the Civil Service Commission Rules and Regulations.

B. No Lockout.

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

ARTICLE 47 EFFECT OF CIVIL SERVICE COMMISSION RULES, REGULATIONS AND COMPENSATION PLAN

The parties recognize that this Agreement is subject to the Rules and Regulations of the Civil Service Commission and the Civil Service Compensation Plan. The parties therefore adopt and incorporate herein such Rules and Regulations (except Rules governing prohibited subjects of bargaining) and the Compensation Plan provided that the subject

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1 matter of such Rules, Regulations and Compensation Plan is not covered in this
2 Agreement.

3 Except as otherwise provided in the Civil Service Commission Rules and Regulations, if
4 the subject matter of a proper subject of bargaining is addressed in this Agreement, the
5 provisions of this Agreement shall govern entirely.

6 Except as otherwise provided in the Civil Service Commission Rules and Regulations,
7 where any provision of this Agreement is in conflict with any current Commission Rule or
8 Provision of the Compensation Plan regarding a proper subject of bargaining, the parties
9 will regard Commission approval of this Agreement as an expression of policy by the
10 Commission that the parties are to be governed by the provisions of this Agreement.

11 The parties agree that upon appointment to a different classification series, movement
12 into or within the Bargaining Unit, in those circumstances where the employee does not
13 meet the experience requirements for the journey (experienced) level, the employee's
14 rate of pay shall be maintained at the previous rate of pay until the employee becomes
15 eligible for the experienced level of the new classification series, provided the previous
16 rate of pay does not exceed the maximum of the new experienced level class. In such
17 cases the employee shall be paid at the maximum of the new experienced level class.

18 **ARTICLE 48** 19 **SEVERABILITY**

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

27 **ARTICLE 49** 28 **PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES**

29 A. Permanent-intermittent employees shall be used only for job assignments which are
30 characterized by periodic, irregular or cyclical scheduling. Permanent-intermittent
31 employees shall not be used for the purpose of eroding permanent full-time
32 employment.

33 B. Permanent-intermittent and part-time employees are entitled to all benefits in
34 accordance with Appendix C.

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

- 1 D. Any bargainable issues arising out of the employment of Permanent-intermittent and
2 part-time employees shall be discussed in Labor-Management Meetings.
- 3 E. The Employer agrees to provide a minimum call-in guarantee of two (2) hours for
4 Permanent-intermittent employees who are scheduled to work or called in to work in
5 accordance with departmental practice and who after arriving at the work site, are
6 advised that they are not needed, or work less than two (2) hours.
- 7 F. Permanent-intermittent and part-time employees who work an assigned shift and who,
8 after returning home, are called back to work will be paid in accordance with the call
9 back provisions as outlined in Article 14, Section H.

10 **ARTICLE 50**
11 **SECONDARY NEGOTIATIONS**

12 The parties acknowledge and agree that no secondary negotiations may take place
13 except as specifically authorized by an Article of this Agreement. The parties agree to
14 extend the life of secondary agreements and Letters of Understanding relative to the
15 administration thereof until such time as new secondary agreements have been
16 negotiated and approved by the Civil Service Commission. An extension of a secondary
17 agreement requires the approval of the Civil Service Commission. It is understood and
18 agreed that no provision of a secondary agreement may take precedence over any
19 provision of this (primary) Agreement. Thus, if a conflict arises between a provision of this
20 Agreement and a provision of a secondary agreement the provisions of this primary
21 Agreement rather than the secondary shall prevail.

22 The parties shall conclude negotiations on secondary agreements no later than three
23 months after Civil Service Commission approval of this primary Agreement. Should the
24 parties fail to agree on items properly referred to secondary negotiations within three
25 months after the primary Agreement was approved by the Civil Service Commission, the
26 outstanding items will be submitted to Impasse in a manner provided in the Civil Service
27 Commission Rules and Regulations.

28 Prior to the actual signing of a complete tentative secondary agreement(s) by the
29 Departments and the MSEA departmental caucus Spokesperson, the Office of State
30 Employer and the MSEA President shall have 10 work days from receipt of the Agreement
31 to concurrently review and approve or disapprove the tentative Agreement. Thereafter,
32 any signing of tentative Agreements shall not require further review or approval of the
33 Office of State Employer or MSEA.

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

36 **ARTICLE 51**
37 **LABOR-MANAGEMENT COUNCIL**

38 A Labor-Management Council composed of the President of MSEA or his/her designee,
39 the Director of the Office of the State Employer or his/her designee, and four (4) members
40 selected by the MSEA and four (4) members selected by the Office of the State Employer

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1 has been established. The Parties may mutually agree upon a greater number of
2 members. This Council shall meet on an as-needed basis to examine and attempt to
3 resolve issues of interdepartmental impact and/or statewide concerns.

4 This Council will seek the advice and assistance of the Federal Mediation and Conciliation
5 Service (FMCS) to assist in resolving disputes.

6 **ARTICLE 52** 7 **INTEGRITY OF THE BARGAINING UNIT**

8 A. The Employer recognizes that the integrity of the Bargaining Units is of significant
9 concern to MSEA.

10 B. The Employer may continue to utilize job training programs, such as the programs
11 listed below, provided the primary purpose of such programs shall be to supplement
12 ongoing activities or to provide training opportunities.

- 13 • Student Work Experience
- 14 • CETA Program Employees
- 15 • Patient/Employee Programs
- 16 • Seasonal Recreation Programs
- 17 • Volunteer Programs
- 18 • WIN/GA Experience Programs
- 19 • Prisoner/Employee Programs & etc.

20 The Employer will provide MSEA with information which permits the Association to
21 monitor the implementation of such programs, if not already provided.

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

26 The Employer agrees to make reasonable efforts (not involving a delay in
27 implementation) to avoid or minimize the impact of such sub-contracting upon
28 Bargaining Unit employees.

29 Whenever the Employer intends to contract out, sub-contract services or renew such
30 contracted services, including preauthorized contractual services, the Employer shall,
31 as early as possible, but at least fifteen (15) calendar days prior to the implementation
32 of the contract, sub-contract or contractual services renewal, give written notice of its
33 intent to MSEA. When a contract in excess of \$250,000 is to be submitted to Civil
34 Service notice shall be provided to MSEA at least forty (40) calendar days prior to the
35 implementation of the contract. Notice shall consist of a copy of the request made to
36 Civil Service unless such a request is not required, in which case, a copy of the

contract will be provided. The Employer will indicate on the CS-138 form the date that notice of the sub-contract was provided to the Union. The notice shall include such matters as:

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 unless pre-authorized.
4. The Civil Service standard.
5. The cost analysis when Standard D of the Civil Service Rule 7-3 is the Standard Listed on the CS-138. The Employer shall, upon written request, meet and confer with the Union over the impact of the proposed contractual services, including preauthorized contractual services, upon the Bargaining Units.

- D. MSEA may propose alternatives to sub-contracting. Such meeting shall occur within ten (10) calendar days [fifteen (15) calendar days in the case of a contract in excess of \$250,000] from the date of notice to MSEA. Such discussions shall not serve to delay implementation of the Employer's decisions or preclude MSEA from challenging the contractual personal service request. Upon the request of MSEA, in a good faith effort to reduce subcontracting, the Employer will meet with MSEA to discuss utilizing shared services with the state employees and/or to avoid duplicated contract services.
- E. The Employer shall also provide MSEA, upon written request, information necessary to monitor the implementation, including costs, of the contract or sub-contract. If the volume of the information requested under this Section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.

ARTICLE 53 DRUG AND ALCOHOL TESTING

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

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1 any employee from a group of employees subject to the selection mechanism will be
2 selected and (2) does not give the Employer discretion to waive the selection of any
3 employee selected under the mechanism.

4 5. **Reasonable suspicion** means a belief, drawn from specific objective facts and
5 reasonable inferences drawn from those facts in light of experience, that an employee
6 is using or may have used drugs or alcohol in violation of a departmental work rule or
7 a Civil Service Commission Rule or Regulation. By way of example only, reasonable
8 suspicion may be based upon any of the following:

9 a. Observable phenomena, such as direct observation of drug or alcohol use or the
10 physical symptoms or manifestations of being impaired by, or under the influence
11 of, a drug or alcohol.

12 b. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a
13 credible source.

14 c. Evidence that an individual has tampered with a drug test or alcohol test during
15 employment with the State of Michigan.

16 d. Evidence that an employee is involved in the use, possession, sale, solicitation, or
17 transfer of drugs or alcohol while on duty, while on the Employer's premises, or
18 while operating the Employer's vehicle, machinery, or equipment.

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

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

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

24 a. A safety-sensitive position in which the incumbent is required to possess a valid
25 commercial driver's license or to operate a commercial motor vehicle, an
26 emergency vehicle, or dangerous equipment or machinery.

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

29 c. A position in which the incumbent, on a regular basis, provides direct health care
30 services to persons in the care or custody of the State or one of its political
31 subdivisions.

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

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

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

g. Another position agreed to in secondary negotiations.

B. Prohibited Activities.

An employee shall not do any of the following:

1. Consume alcohol while on duty, except as specified in the position description and department policy for liquor control agents.
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.

C. Testing Employees.

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

1. Tests Authorized.

- a. **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. In such situations the Employer will arrange appropriate transportation to the testing site and then to their residence.
- b. **Pre-appointment 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. The parties agree that in the Department of State Police, Motor Carrier Officer recruits shall be subject to a six panel drug test once during recruit school.
- c. **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 pre-appointment drug test, or was disciplined for violating this rule.
- d. **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.

The Office of the State Employer will provide data on testing percentages annually upon request by the MSEA.
- e. **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

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serious personal injury requiring immediate medical treatment, that arises out of any of the following:

- (1) The operation of a motor vehicle.
- (2) The discharge of a firearm.
- (3) A physical altercation.
- (4) The provision of direct health care services.
- (5) The handling of dangerous or hazardous materials.

2. **Limitations On Certain Tests.**

- a. **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, pre-appointment testing shall be limited to drug testing.
- b. **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.
- c. **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 reserves the right to increase random selection basis to 15% of the number of all tests designated positions.
- d. **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.

D. 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. If an employee tests positive for prohibited drugs on the initial test but the results of the split sample test are negative, the

1 employee shall then be reimbursed for the cost paid by the employee for said split
2 sample test.

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

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

14 **E. Prohibited Levels of Drugs and Alcohol.**

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

19 2. **Prohibited Levels of Alcohol.** It is a violation of this Article for an employee to report
20 to duty or to be on duty with a breath alcohol concentration equal to or greater than
21 **0.02**. A confirmatory test result equal to or greater than **0.02** shall constitute just cause
22 for the Employer to discipline the employee.

23 **F. Penalties.**

24 1. The Employer may impose discipline, up to and including dismissal, for violation of
25 this Article. All discipline for violation of any provision of this Article shall be subject to
26 the provisions of Article 9 regarding discipline.

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

G. 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 rule.
 - b. For pre-appointment 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 that results in post-accident testing.
2. **Employer Action.** After receiving notice, the Employer shall permit the employee an immediate leave of absence to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug test or alcohol test. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work.
3. **Limitation.** An employee may take advantage of the provisions of Article G(1) 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.

H. Union Representation.

If an employee is directed to submit to a reasonable suspicion drug or alcohol test, the employee may confer with an available MSEA representative in person (if available on site) or by telephone. However, such contact shall not unreasonably delay the testing process.

I. 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(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 and to the MSEA at least fourteen (14) days before implementing the testing provisions of this rule.

The MSEA 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.

J. 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 54
TERMINATION OF AGREEMENT

This Agreement shall be effective upon approval by the Civil Service Commission and shall continue in full force and effect until midnight, December 31, 2021 for all provisions except Wages (Article 43, Section A) and Group Insurances (Article 43, Section C-L and V, Appendices M-2, M-3, and M-4, LOU #36 and 39).

Wages (Article 43, Section A) and Group Insurances (Article 43, Section C-L and V, Appendices M-2, M-3, and M-4, LOU #36 and 39) are effective October 1, 2019 through September 30, 2020. Either party may give written notice to the other of its intention to negotiate Wages (Article 43, Section A) and Group Insurances (Article 43, Section C-L and V, Appendices M-2, M-3, and M-4) for Fiscal Years 2021 and 2022 no later than May 1, 2019.

In witness whereof, the parties hereto have set their hands:

**MICHIGAN STATE EMPLOYEES
ASSOCIATION**

MSEA Bargaining Team

Michael Martindell
Jacinda Bingoff
Ramon Jandron
Keith Lounsbery
Steve Richardson
Steve Cooper

**STATE OF MICHIGAN
Office of the State Employer**

State of Michigan Bargaining Team

Cheryl Schmittiel, Director
Valerie S. Hill, Chief Negotiator
Dale Lehman, Department of Natural Resources
Michele Owens, Department of Health and Human Services
Noelle Rouse, Department of Military and Veteran Affairs
Amanda Satkowski, Licensing and Regulatory Affairs
Emily Zimmer, Michigan State Police

APPENDIX A

APPENDIX A

LABOR AND TRADES UNIT—A31—Ref: Article 3 - Recognition

All of the classifications in the Labor and Trades Unit are eligible (CODE 1) for overtime pay.

HRMN POSITION	POSITION CODE	GRADE
Aircraft Mechanic-E	AIRCMCHE	9
Aircraft Mechanic-E	AIRCMCHE	E10
Aircraft Mechanic-A	AIRCMCHA	11
Automotive Body Repairer-E	AUTORPRE	8
Automotive Body Repairer-E	AUTORPRE	E9
Automotive Body Repairer-A	AUTORPRA	10
Automotive Mechanic-E	AUTOMCHE	8
Automotive Mechanic-E	AUTOMCHE	E9
Automotive Mechanic-A	AUTOMCHA	10
Bridge Operator-E	BRDGOPRE	6
Bridge Operator-E	BRDGOPRE	7
Bridge Operator-E	BRDGOPRE	E8
Bridge Operator-A	BRDGOPRA	9
Bridge Worker-E	BRDGWKRE	6
Bridge Worker-E	BRDGWKRE	7
Bridge Worker-E	BRDGWKRE	E8
Bridge Worker-A	BRDGWKRA	9
Building Trades Crew Leader	BLDTRLDR	E10
Carpenter-E	CARPNTRE	8
Carpenter-E	CARPNTRE	E9
Carpenter-A	CARPNTRA	10
Central Control Operator-E	CENTOPRE	8
Central Control Operator-E	CENTOPRE	E9
Central Control Operator-A	CENTOPRA	10
Communications Network Installer-E	COMNINRE	8
Communications Network Installer-E	COMNINRE	E9
Communications Network Installer-A	COMNINRA	10
Electrician Licensed-E	ELECTRNE	E9
Electrician Licensed-A	ELECTRNA	10
Electrician Master Licensed-E	ELECLICE	E10
Electrician Master Licensed-A	ELECLICA	11
Equipment Operator-E	EQUOPRE	7
Equipment Operator-E	EQUOPRE	E8
Equipment Operator-A	EQUOPRA	9
Groundskeeper-E	GROUNKPR	E8
Heavy Equipment Mechanic – E	HYEQMCHE	9
Heavy Equipment Mechanic – E	HYEQMCHE	E10
Heavy Equipment Mechanic – A	HYEQMCHA	11

Industries Production Leader-E	INDPLDRE	8
Industries Production Leader-E	INDPLDRE	9
Industries Production Leader-E	INDPLDRE	E10
Janitor-E	JANITORE	E5
Janitor-A	JANITORA	6
Laborer-E	LABORERE	5
Laborer-E	LABORERE	E6
Locksmith-E	LOCKSMTE	8
Locksmith-E	LOCKSMTE	E9
Locksmith-A	LOCKSMTA	10
Machinist-E	MACHNSTE	E9
Machinist-A	MACHNSTA	10
Maintenance Mechanic-E	MAINMCHE	8
Maintenance Mechanic-E	MAINMCHE	E9
Maintenance Mechanic-A	MAINMCHA	10
Mason-Plasterer-E	MASNPLSE	8
Mason-Plasterer-E	MASNPLSE	E9
Mason-Plasterer-A	MASNPLSA	10
Microfilm Machine Operator-E	MCFLOPRE	5
Microfilm Machine Operator-E	MCFLOPRE	E6
Microfilm Machine Operator-A	MCFLOPRA	7
Motor Vehicle Operator-E	MOTVOPRE	E6
Motor Vehicle Operator-A	MOTVOPRA	7
Motor Vehicle Operator-2A	MOTVOP2A	8
Painter-E	PAINTERE	8
Painter-E	PAINTERE	E9
Painter-A	PAINTERA	10
Plumber-E	PLUMBERE	8
Plumber-E	PLUMBERE	E9
Plumber-A	PLUMBERA	10
Plumber Licensed-E	PLUMLICE	E10
Plumber Licensed-A	PLUMLICA	11
Power Plant Operator-E	PWPLOPRE	8
Power Plant Operator-E	PWPLOPRE	E9
Power Plant Operator-A	PWPLOPRA	10
Refrigeration Mechanic-E	REFRMCHE	8
Refrigeration Mechanic-E	REFRMCHE	E9
Refrigeration Mechanic-A	REFRMCHA	10
Refrigeration Mechanic Licensed-E	REFRLICE	E10
Refrigeration Mechanic Licensed-A	REFRLICA	11
Reproduction Machines Operator-E	RPMAOPRE	5

Reproduction Machines Operator-E	RPMAOPRE	E6
Reproduction Machines Operator-A	RPMAOPRA	7
Reproduction Machines Operator-2A	RPMOPR2A	8
Reproduction Machine Repairer-E	RPMARPRE	E9
Reproduction Machine Repairer-A	RPMARPRA	10
Reproduction Machine Supervisor IV - Frozen		
Steeplejack-E	STPLJCKE	8
Steeplejack-E	STPLJCKE	E9
Steeplejack-A	STPLJCKA	10
Storekeeper-E	STORKPRE	5
Storekeeper-E	STORKPRE	E6
Storekeeper-A	STORKPRA	7
Storekeeper-2A	STRKPR2A	8
Television Equipment Repairer	TELERPR	E9
Trades Helper	TRADEHLP	E6
Transportation Maintenance Worker-E	TRMTWKRE	6
Transportation Maintenance Worker-E	TRMTWKRE	7
Transportation Maintenance Worker-E	TRMTWKRE	E8
Transportation Maintenance Worker-A	TRMTWKRA	9
Wastewater Treatment Plant Operator-E	WSTPOPRE	8
Wastewater Treatment Plant Operator-E	WSTPOPRE	E9
Wastewater Treatment Plant Operator-A	WSTPOPRA	10
Welder-E	WELDERE	E9
Welder-A	WELDERA	10
Wildlife Assistant-E	WLDLASTE	6
Wildlife Assistant-E	WLDLASTE	7
Wildlife Assistant-E	WLDLASTE	E8
Wildlife Assistant-A	WLDLASTA	9

1 Some employees in the following class may be included depending upon specific duties
2 of the position.

State Worker	STATEWKR	4
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APPENDIX B
SAFETY AND REGULATORY UNIT B—A02—Ref: Article 3 – Recognition

<u>HRMN POSITION</u>	<u>POS CODE</u>	<u>GRADE</u>	<u>CODE</u>
Animal Health Inspector-A	ANIHISPA	11	2
Animal Health Inspector-E	ANIHISPE	9	2
Animal Health Inspector-E	ANIHISPE	8	2
Animal Health Inspector-E	ANIHISPE	E10	2
Attorney General Investigator-E	ATGNINUE	9	2
Attorney General Investigator-E	ATGNINVE	10	2
Attorney General Investigator-E	ATGNINVE	E11	2
Attorney General Investigator-A	ATGNINVA	12	2
Boiler Inspector - E	BOLRISPE	10	2
Boiler Inspector - E	BOLRISPE	E11	2
Boiler Inspector - A	BOLRISPA	12	2
Bridge Safety Officer - E	BRSFOFRE	6	1
Bridge Safety Officer - E	BRSFOFRE	E7	1
Bridge Safety Officer - A	BRSFOFRA	8	1
Building Code Inspector – E	BLCDISPE	E11	2
Building Code Inspector – A	BLCDISPA	12	2
Child Support Specialist - E	CHISPSPE	9	2
Child Support Specialist - E	CHISPSPE	10	2
Child Support Specialist - E	CHISPSPE	P11	2
Child Support Specialist – A	CHISPSPA	12	2
Conservation Officer (RCRT) - E	CNVOFRE	10	*
Conservation Officer -E	CNSVOFRE	10	*
Conservation Officer -E	CNSVOFRE	E11	*
Conservation Officer -SR-A	CNSVOFRA	12	*
Conservation Officer -SPL-SS	CNVOFRSS	13	*
Electrical Inspector - E	ELCTISPE	E11	2
Electrical Inspector - A	ELCTISPA	12	2
Elevator Inspector - E	ELEVISPE	E11	2
Elevator Inspector - A	ELEVISPA	12	2
Fire Crash Rescue Officer - E	FRCROFRE	8	**
Fire Crash Rescue Officer - E	FRCROFRE	E9	**
Fire Crash Rescue Officer - LW-A	FRCROFRA	10	**
Fire Safety Inspector - E	FIRSISPE	9	1
Fire Safety Inspector - E	FIRSISPE	E10	1
Fire Safety Inspector - A	FIRSISPA	11	1
Fire Safety Officer - E	FRSFOFRE	6	1
Fire Safety Officer - E	FRSFOFRE	E7	1
Fire Safety Officer -A	FRSFOFRA	8	1
Forest Fire Officer - E	FFIROFRE	7	1

APPENDIX B

Forest Fire Officer - E	FFIROFRE	8	1
Forest Fire Officer - E	FFIROFRE	E9	1
Forest Fire Officer - A	FFIROFRA	10	1
Fruit/Vegetable Inspector - E	FRVGISPE	6	2
Fruit/Vegetable Inspector – E	FRVGISPE	8	2
Fruit/Vegetable Inspector - E	FRVGISPE	9	2
Fruit/Vegetable Inspector - E	FRVGISPE	E10	2
Hazardous Mtrls Storage Insp - E	HAZMISPE	9	2
Hazardous Mtrls Storage Insp - E	HAZMISPE	E10	2
Hazardous Mtrls Storage Insp - A	HAZMISPA	11	2
Lift/Ride Inspector	LFRDISPE	E11	2
Lift/Ride Inspector – A	LFRDISPA	12	2
Mechanical Code Inspector - E	MECOISPE	E11	2
Mechanical Code Inspector - A	MECOISPA	12	2
Motor Carrier Investigator	MCINVGTR	11	1
Motor Carrier Officer - RE	MCOFCREC	9	1
Motor Carrier Officer - E	MCOFFCRE	9	1
Motor Carrier Officer - E	MCOFFCRE	E10	1
Park & Recreation Ranger - E	PRKRNGRE	6	1
Park & Recreation Ranger - E	PRKRNGRE	7	1
Park & Recreation Ranger - E	PRKRNGRE	E8	1
Park & Recreation Ranger - LW-A	PRKRNGRA	9	1
Plant/Apiary Aide	PLAPYADE	E7	2
Plumbing Inspector - E	PLUMISPE	E11	2
Plumbing Inspector - A	PLUMISPA	12	2
Railroad Safety Inspector - E	RSFYISPE	10	2
Railroad Safety Inspector - E	RSFYISPE	E11	2
Regulation Agent – E	REGLAGTE	9	2
Regulation Agent – E	REGLAGTE	10	2
Regulation Agent – E	REGLAGTE	P11	2
Regulation Agent – A	RELAGTA	12	2
State Properties Sec. Off. – E	PRSCOFRE	7	1
State Properties Sec. Off. – E	PRSCOFRE	E8	1
State Properties Sec. Off. – A	PRSCOFRA	9	1
Vehicle Safety Inspector - E	VESFISPE	9	2
Vehicle Safety Inspector - E	VESFISPE	E10	2
Weights/Measures Inspector - E	WEMEISPE	9	2
Weights/Measures Inspector - E	WEMEISPE	E10	2
Weights/Measures Inspector - A	WEMEISPA	11	2
Weights Measures Inspector-S	WEMISPSS	12	2
Workplace Safety Representative – E	WORSREPE	9	2
Workplace Safety Representative - E	WORSREPE	10	2

Workplace Safety Representative – E	WORSREPE	P11	2
Workplace Safety Representative – A	WORSREPA	12	2

Some employees in the following classes may be included and others excluded depending upon specific duties of the position.

State Worker	STATEWKR	4	1
State Transitional Professional – E	STATPRFE	9	1

*Employees in these classes are law enforcement.

**See Letter of Understanding #14 Fire/Crash Rescue Officers.

Eligibility for overtime compensation for employees in the classifications listed shall be in accordance with the code indicated above which is defined in Article 15, Section B.

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

APPENDIX C
Employee Benefits Eligibility Chart

Definition of Appointment Duration

Definitions:

1. **Permanent** Appointment is expected to last indefinitely.
2. **Limited Term** Appointment has a specific expiration date.
3. **Temporary** Appointment is expected to last less than **(Non-Career)** 720 hours and has a specific expiration date.

Definition of Appointment Type

Definitions:

1. **Full-Time** The regular work schedule consists of 80 hours per biweekly pay period.
2. **Part-Time (Hourly)** The regular work schedule consists of less than 80 hour per biweekly pay period. (Usually set hours)
3. **Intermittent** Scheduled work hours are based on the needs of the Employer. The schedule may vary between 0-80 hours per biweekly pay period.
4. **Seasonal** Regular work schedule is normally for specific parts of the year. Scheduled work hours are based on the needs of the Employer.

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Initial Annual Leave	Credit 16 hours upon appointment to position	Not Eligible

NOTE:

1. Initial grant is available for immediate use.
2. Not more than 16 hours initial annual leave may be credited in any calendar year. However, unused credits may be restored upon separation and rehire within the same calendar year.

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Annual Leave A. Less than 2080 hours continuous service completed.	Credit 4 hours annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.

B. 2080 hours or more of continuous service, but less than 10,400 hours.	Credit 4.7 hours of annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.
C. 10,400 hours or more of continuous service.	See table, Article 39, for annual leave accrual rates.	Not Eligible.

NOTE: Credit, use and payment is permitted after completion of 80 hours in pay status.

Benefit	Permanent/ Limited-Term	Temporary (Non-Career)
Sick Leave	Credit 4 hours of sick leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.

NOTE:

1. Credit and use permitted next pay period.
2. Payment for unused credits at 50% of regular rate, upon retirement or death only (except for employees hired on or after 10-1-80).
3. Unused credits restored to a separated permanent employee who returns within three years by permanent appointment, except if separated by retirement. Sick leave balances are placed to the credit of a laid off employee upon recall to permanent employment in the State classified service.
4. An employee who returns by a temporary (non-career) appointment may not use credits previously earned.

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Step Increase	Upon completion of required 1040 or 2080 hours of satisfactory service.	Not Eligible.

Permanent / Limited Term				
Benefit	Full-Time	Part-Time percent %	Hourly / Permanent- Intermittent	Seasonal
Paid Holidays Note: Temporary (Non-career) are not eligible for paid holidays.	Full holiday pay.	Pay in proportion to percentage assigned to position, or full pay if scheduled to work all non-holiday hours in pay period (see Article 49)	Pay in proportion to average hours in pay status for previous six pay periods, if applicable, or full pay if scheduled to work all non-holiday hours in pay period. (see Article 49)	Full holiday pay during season.

APPENDIX C

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Benefit	Full-Time, Part-Time, Hourly, Permanent-intermittent, and Seasonal	Temporary (Non-Career)
Status NOTE: Status not granted unless/until certified from employment list.	Status granted at end of biweekly work period in which 2080 hours of satisfactory service completed (except for classes for which a longer probationary period is prescribed by the Civil Service Commission Rules or Regulations).	Not Eligible.
Longevity	Commencing at 10,400 hours of currently continuous service prior to October 1 st of any year. Paid annually in October.	Not Eligible.

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Permanent / Limited Term				
State Sponsored Insurance	Full-Time	Part-Time	Hourly / Permanent-Intermittent	Seasonal
Health	Eligible.	Eligible.	Eligible.	Eligible.
Life	Eligible.	Eligible if working 40% or more of full time.	Eligible if working 40% or more of full time.	Eligible if working 40% or more of full time.
Long Term Disability	Eligible.	Same as Life.	Same as Life.	Eligible if working full time.
Dental	Eligible.	Same as Life.	Same as Life. *	Same as LTD. *
Vision	Eligible.	Same as Life.	Same as Life.	Same as Dental.

3 **NOTE: Temporary (Non-Career)** is not eligible for Health, Life, Long Term Disability,
 4 Dental or Vision Insurances.

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6 *Exceptions for Permanent-intermittent and Seasonal eligibility for dental benefits:

7 A. No more than two consecutive pay periods without being on the payroll – dropped
 8 after third.

9 B. For seasonals, must have at least eight months of cumulative employment per
 10 year.

Permanent / Limited Term		
Benefit	Full-Time, Part-Time, Hourly, Permanent-intermittent, Seasonal	Temporary (Non-Career)
Accidental Duty Death	Eligible.	Eligible.
Deferred Compensation	Eligible to enroll in next quarterly open enrollment following date of appointment.	Not Eligible.

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APPENDIX H

State of Michigan

Administrative Guide to State Government

0620.07 Submission of Claims by State Employees to the Finance and Claims Committee of the State Administrative Board

Issued: January 13, 2014

Revised: October 19, 2017

PURPOSE

To communicate procedures for filing and resolution of claims by state employees to the Finance and Claims Committee (F&C) of the State Administrative Board (Ad Board).

APPLICATION

Executive Branch Departments and Sub-units (Agency)

CONTACT AGENCY

Department of Technology, Management and Budget
(DTMB) State Administrative Board (Ad Board)

Telephone: 517-388-5773 Claims Technician
517-388-5850 Secretary of Ad
Board

Fax: 517-335-0046 DTMB Central Procurement

SUMMARY

The Claims Technician processes claims for personal property losses submitted by state employees for Ad Board approval and prepares the claims portion of the agenda for the meetings of the F&C.

APPLICABLE FORMS

DTMB-1104 Claim Against the State of Michigan for Personal Losses Less than
\$1,000. (Claim Form)

PROCEDURES

Claims Against the State by State Employees

- The Ad Board has discretionary authority, upon the advice of the Attorney General, to decide claims for property loss/damage or personal injury against the state, its departments/agencies, officers, or colleges and universities in an amount less than \$1,000 (see MCL 600.6419 and 600.6420).
- The Ad Board has delegated authority to Agency directors to consider, deny, or approve employee claims for damages or loss (together “loss”) less than \$500 except for claims relating to eyeglasses, automobiles, jewelry over \$50, and cash over \$100. Agency directors must submit a monthly report of claims paid or denied under this delegated authority. Claims by state employees require:
 - Submittal of a claim within 365 days of the date of loss.
 - A detailed description of the loss or damage. If additional space is needed, the employee may attach an additional sheet using 8-1/2” x 11” blank paper.
 - The loss occurred in the course of the employee’s employment, or the loss occurred by reason of an action, inaction, property defect, or maintenance condition attributable to the state of Michigan.
 - The employee’s action or inaction was not a contributing factor to the loss.
 - The personal property was reasonable for the employee to have at work.
 - An Agency incident report or police report must be provided with the claim.
 - A repair estimate or receipt and/or proof of insurance deductible must be provided.
 - Claims for theft of money require that the money was taken from the employee by force or threat of force and a police report must be provided.
 - Employee must not have been reimbursed for the loss from another source.
 - Claims by insurers under subrogation rights are reduced by any payments to the insured on the same claim.
- Personal property loss reimbursements are based on the present value and not replacement cost. Claims are subject to the following depreciation requirements:
 - Depreciation is calculated with a 20% straight-line depreciation rate per year starting with year two and continuing until a residual

balance of 10% remains.

- Automobile, eyeglasses, precious metal jewelry, and cash claims are not subject to depreciation.
- If the employee cannot provide a receipt or proof of the original purchase amount to assist in the determination of the present value of the item(s), the residual value may be calculated using the average cost of comparable item(s).
- Claims for disposable or perishable property such as food will not be considered without a receipt that shows purchase within 7 days of loss.

- In addition:

- Automobile property loss claims that occur when an employee uses a personal automobile while on state business require that the employee is in compliance with his/her Agency requirements for using a personal automobile instead of a state automobile.
- Automobile property loss claims that occur while an employee's automobile is operated or parked on state-owned or leased property requires that the loss occurred while the automobile was being properly operated or parked at state-owned or leased property and state action or inaction contributed to the loss or damage.

Processing Claims

State Employee/Claimant

- Submits the Claim Form with all pertinent documents to the Claims Technician or to the Finance Division or Human Resources Division of the appropriate Agency.
- The Claim Form must be completed in full, signed by the employee and notarized.

Claims Technician

- Assigns a claim number and records the claim in the claims database.
- Saves an electronic scanned copy of the claim documents.
- Sends a receipt to the employee or returns the claim to the employee for proper completion.
- Forwards the claim file to the applicable Agency for investigation and recommendation for payment or denial.

Agency

- Transmits a copy of the claim to the Agency personnel assigned to

investigate claims or to supervisory personnel with personal knowledge of the incident leading to the claim for an investigative report.

- Prepares a report for the Agency's principal executive officer or the designee so a recommendation for approval or denial of the claim can be prepared for the Ad Board.
- Sends the claim and Agency recommendation to the Ad Board with an unstapled, one-sided copy of the claim, documentation, and recommendation. Claims may be submitted to the Ad Board electronically.

Claims Technician:

- Places the claim information and Agency recommendation on the F&C Agenda.
- Logs the recommendation, F&C date, and Ad Board date in the claims database.
- Places the claim recommendation on the F&C Agenda. Prepares the proposed claim decision letter.
- Prepares and forwards the claim section of the F&C Agenda to the ad Board Secretary for F&C action.

Ad Board Secretary

- Prepares and forwards F&C Agenda to the F&C Committee for review of the agenda and recommendations.
- After the F&C meeting, prepares the F&C meeting Report and forwards the F&C Report and the F&C Agenda containing the claim recommendations to the Ad Board for final approval.

Claims Technician:

- Prepares the Claim Decision letter.
- After the Ad Board meeting, notifies the Agency and the employee of the Ad Board's decision by letter.

Agency

- Distributes signed claim decision letter to pertinent Agency representatives for informational purposes and/or payment processing.
- Is responsible for timely payment to the employee of awarded claims.

APPENDIX J

Longevity Compensation Plan Schedule of Payments

YEARS OF SERVICE	EQUIVALENT HOURS OF SERVICE *	ANNUAL PAYMENTS
5	10,400	\$260
6	12,480	
7	14,560	
8	16,640	
9	18,720	\$300
10	20,800	
11	22,880	
12	24,960	
13	27,040	\$370
14	29,120	
15	31,200	
16	33,280	
17	35,360	\$480
18	37,440	
19	39,520	
20	41,600	
21	43,680	\$610
22	45,760	
23	47,840	
24	49,920	
25	52,000	\$790
26	54,080	
27	56,160	
28	58,240	
29 & Over	60,320 & Over	\$1040

* Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket by October 1. The impact of the longevity payment on the regular hourly rate for purposes of overtime compensation shall be computed and paid as part of the longevity payment.

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OBSERVATIONS:

BEHAVIOR

- ## APPEARANCE

- ## SPEECH

- ## BODY ODORS

- SUMMARY** (circumstances, employee response, supervisor actions, other observations): _____

The observations, as documented above, were made of the named employee.

Supervisor Name (printed or typed)	Signature	Date
------------------------------------	-----------	------

Additional Witness: (optional)

Witness Name (printed or typed)	Signature	Date
---------------------------------	-----------	------

Contacted DATC/DER _____ on _____ at _____.
(name) (date) (time)

DATC/DER Test Determination:

- ☐ Reasonable Suspicion Alcohol Breath Test
☐ Reasonable Suspicion Drug Urine Test
☐ No Test Required

Employee transported to collection site by: _____

Time transported am/pm Collection Site:

OSE 09/2013

APPENDIX L
Article 31

PHYSICIAN STATEMENT

DATE: _____

My patient, _____, is currently taking prescription medication which contains a controlled substance as defined by Schedules I through V in 21 U.S.C. 802 as revised.

After review of the effects of this (these) medication(s) at the dosage and intervals prescribed and being informed by the patient of his/her work responsibilities related to the performance of any safety related functions, it is my professional opinion that the prescribed medication

DOES _____ **DOES NOT** _____ (check appropriate response)

adversely affect my patient's ability to safely operate a commercial motor vehicle or perform other safety sensitive functions.

Signed by Prescribing Physician _____
Physician's Name Printed or Typed _____

PHYSICIAN'S NOTE REGARDING P.R.N. OR OFF-DUTY MEDICATIONS:

APPENDIX M-2
HEALTH INSURANCE BENEFIT CHART

Preventive Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100%
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100%
Pap smear screening – laboratory services only ¹	Covered 100% 1 per year	Not Covered	Covered 100%
Well-baby and child care	Covered 100%	Not Covered	Covered 100%
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100%
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening ¹	Covered 100%	Not Covered	Covered 100%
Flexible sigmoidoscopy ¹	Covered 100%	Not Covered	Covered 100%
Prostate specific antigen screening ¹	Covered 100% one per year	Not Covered	Covered 100%
Mammography, annual standard film or digital mammography screening ¹	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100%

¹ Patient Protection and Affordable Care Act (PPACA) guidelines apply

Physician Office Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits	Covered, \$20 co-pay	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Telemedicine	Covered, \$10 co-pay	Not Covered	Covered, \$10 co-pay

Emergency Medical Care

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Hospital emergency room for medical emergency or accidental injury	Covered, \$200 co-pay if not admitted		Covered, \$200 co-pay if not admitted
Ambulance services – medically necessary	Covered, 90% after deductible		Covered, 100% after deductible

Diagnostic Services

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

Maternity Services

Includes care by a certified nurse midwife (State Health Plan PPO only)

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Prenatal care	Covered 100%	Covered 80% after deductible	Covered 100%
Postnatal care	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

APPENDIX M-2

Hospital Care	State Health Plan PPO “SHP – PPO” Benefits		HMO Plan “HMO” Benefits
	In-network	Out-of-network	
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% after deductible Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Self-donated blood storage prior to surgery	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

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
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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

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APPENDIX M-2

Mental Health/Substance Abuse	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Mental Health Benefits - Inpatient	Covered 100% up to 365 days per year ³	Covered 50% up to 365 days per year	Check with your HMO; Inpatient services subject to deductible.
Mental Health Benefits – Outpatient, including Telemedicine	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
Alcohol & Chemical Dependency Benefits – Inpatient	Covered 100% ⁴ Halfway House 100%	Covered 50% ⁴ Halfway House 50%	Check with your HMO; Inpatient services subject to deductible.
Alcohol & Chemical Dependency Benefits - Outpatient	\$3,500 per calendar year ⁵ 90% of network rates 10% co-pay	\$3,500 per calendar year ⁵ 50% of network rates	Check with your HMO

² Deluxe hearing aids are covered at the same rate as basic hearing aids with the member paying the remainder. Discount hearing aids are offered through the SHP PPO.

³ Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

⁴ Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

⁵ Through December 31, 2020, \$3,500 per calendar year limitation pertains to services for chemical dependency only. Effective January 1, 2021, the \$3,500 cap is removed.

Prescription Drugs

Prescription medications for the State Health Plan PPO are carved out and administered by a Pharmacy Benefit Manager (PBM).

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit the Civil Service Commission Employee Benefits Division website at <http://www.michigan.gov/employeebenefits> and select Benefit Plan Administrators.

The chart below shows the SHP and HMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

Outpatient Physical, Speech, Occupational and Massage Therapy
Combined maximum of 90 visits per calendar year.

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Covered, \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient massage therapy* – facility and clinic setting and a chiropractor's office	Covered 90% after deductible	Covered 80% after deductible	Not covered

*Effective January 1, 2021, massage therapy performed by a massage therapist must be supervised by a chiropractor and be part of a formal course of physical therapy. Massage therapy is provided as part of a formal course of physical therapy treatment and when billed alone is not a covered benefit.

Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Deductible ⁶	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family ⁷
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	Not applicable	\$20 for office visits \$200 for emergency room visits, if not admitted
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None
Annual out-of-pocket dollar maximums ⁸	\$2,000 per member and \$4,000 per family	\$3,000 per member \$6,000 per family	\$2,000 per member and \$4,000 per family

⁶ Deductible amounts for the SHP – PPO are effective January 1, 2015 and renew annually on a calendar year basis. Deductible amounts for the HMOs are effective October 12, 2014 and renew annually each October with the start of the new plan year. Effective January 1, 2021, deductible amounts and out-of-pocket dollar maximums for the SHP-PPO and HMOs renew annually on a calendar year basis.

⁷ It is the intent of the parties that employees will pay no more HMO deductible for the combined fifteen (15) month period between October 4, 2020 to December 31, 2021, than the employee would have paid for one (1) plan year.

⁸ Beginning October 12, 2014, in-network deductibles, in-network fixed dollar co-payments and in-network co-insurance all apply toward the out-of-pocket annual limit. In addition, in HMOs, prescription drug co-payments also apply toward the annual out-of-pocket limit. Beginning with the October 2015 plan year, prescription drug co-payments in the SHP PPO also apply to the annual out-of-pocket limit.

APPENDIX M-2

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

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- ⁹ The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount which the State pays for the same coverage code under the SHP-PPO.

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Appendix M-3 Dental Chart

Covered Services	State Dental Plan*		DMO Plan	Preventive Dental Plan**
	PPO	Premier		
Diagnostic Exams and Consultations (2 per year)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Teeth Cleaning (3 per year, 4 if medically necessary)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Topical Fluoride (Under age 19)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Space Maintainers (Under age 14)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Brush Biopsy	Covered 100%	Covered 100%	N/A	Covered 100%
Radiographs	Covered 100%	Covered 90%	Covered 100%	Covered 100%
Occlusal Guard (once every 5 years)	Covered 100%	Covered 90%	Not covered	Not Covered
Minor Restoratives	Covered 100%	Covered 90%	Covered 100%	Not Covered
Major Restoratives ¹	Covered 90%	Covered 90%	Covered 100%	Not Covered
Oral Surgery	Covered 90%	Covered 90%	Covered 100%	Not Covered
Extractions	Covered 100%	Covered 90%	Covered 100%	Not Covered
Endodontics	Covered 100%	Covered 90%	Covered 100%	Not Covered
Periodontics	Covered 100%	Covered 90%	Covered 100%	Not Covered
Cosmetic Bonding (ages 8-19)	Covered 100%	Covered 90%	Not Covered	Not Covered
Prosthodontics	Covered 70%	Covered 50%	Covered 100%	Not Covered
Prosthodontics Repair	Covered 100%	Covered 50%	Covered 100%	Not Covered
Sealants (Under age 14)	Covered 70%	Covered 50%	Covered 100%	Not Covered
Orthodontics (Up to age 19)	Covered 75%	Covered 60%	Covered 100%	Not Covered
Orthodontics (19 and over)	Covered 75%	Covered 60%	\$1,250 co-pay	Not Covered

Appendix M-3 Dental Chart

Benefit Maximums	State Dental Plan*		DMO Plan	Preventive Dental Plan
	PPO	Premier		
Annual Maximums	See maximums below	See maximums below	None	None
Lifetime Orthodontics	\$1,500	\$1,500	None	N/A

The State Dental Plan benefit maximums:

- Current maximum \$1,500
- Effective October 1, 2020 through December 31, 2020, the maximum will be \$1,000;
- Effective January 1, 2021 through December 31, 2021, the maximum will be \$1,500;
- Effective January 1, 2022 through December 31, 2022, the maximum will be \$2,000.

Premium Sharing	State Dental Plan*		DMO Plan		Preventive Dental Plan	
	Employee	State	Employee	State	Employee	State
Premium***	5%	95%	0%	100%	0%	100%

Dental Comparison Chart

This benefit summary is a brief explanation only. All plan provisions (including exclusions and limitations) are subject to the specific terms of the State and Preventive Dental Plans and the Group Dental Services Agreement

¹Fixed bridge abutment crowns may be paid at the Major Restorative benefit level if payment for a (single) crown could be made due to the condition of the tooth being restored.

*If you have the State Dental Plan as your dental coverage, the level of coverage is based upon the provider you choose. To verify that a Dentist is a Participating Dentist, contact the third party administrator.

**If you are enrolled in another group dental plan (non-State) and opt to enroll in either the preventive Dental Plan or Waive Dental benefits you will receive a lump-sum rebate established in conjunction with the annual rate-setting process.

***See Article 43 Section C for premium sharing for less than full time employees.

1
2**Appendix M-4 Vision Chart**

Vision Testing Exam	Participating Providers	Non-Participating Providers
Routine Eye Exam	100% of Third Party Administrator (TPA) Approved Amount Minus \$5.00 co-pay	Reimbursement up to \$34. Minus \$5.00 co-pay (member responsible for any difference)
	Once every 12 months	
Eyeglass Lenses (Glass, plastic, or prism up to 60 mm)	Participating Providers	Non-Participating Providers
Replacement Schedule	Members may obtain one pair of corrective lenses once every 24 months, or once every 12 months if prescription has changed. Members may obtain either eyeglasses or contact lenses but not both.	
Single Vision	100% of TPA Approved Amount Minus \$7.50 co-pay	Reimbursement up to maximum of \$17 minus \$7.50 co-pay (member responsible for any cost exceeding the difference)
Bifocal (includes blended)	100% of TPA Approved Amount Minus \$7.50 co-pay	Reimbursement up to maximum of \$30 minus \$7.50 co-pay (member responsible for any cost exceeding the difference)
Trifocal	100% of TPA Approved Amount Minus \$7.50 co-pay	Reimbursement up to maximum of \$43 minus \$7.50 co-pay (member responsible for any difference)
Special Lenses	100% of TPA Approved Amount Minus \$7.50 co-pay	Not covered
Polycarbonate Lenses ¹	100% of TPA approved amount minus \$7.50 co-pay	Not covered
Progressive Lens (Standard)	100% of TPA Approved Amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$30 minus \$7.50 co-pay (member responsible for cost exceeding the difference)
Rose Tint #1 and #2 or Photochromatic Tint	100% of TPA Approved Amount minus \$7.50 co-pay	Not covered

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

¹ Polycarbonate lenses are a covered benefit effective October 4, 2020, and will apply to all regular glasses, computer glasses and safety eye wear.

Appendix M-4 Vision Chart

Contact Lenses	Participating Providers	Non-Participating Providers
Medically Necessary	100% of the TPA approved amount Includes contact lens fitting and suitability exam Minus \$7.50 co-pay	Maximum of \$210 Allowance per pair, Minus \$7.50 co-pay (member responsible for any cost exceeding the allowance).
Cosmetic; not medically necessary	Up to \$130 Allowance (member responsible for any cost exceeding the allowance). Includes contact lens fitting and suitability exam, No co-pay	Maximum of \$100 Allowance (member responsible for any cost exceeding the allowance) No co-pay

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2

VDT/CRT or Computer Glasses	Participating Providers	Non-Participating Providers
Per pair of glasses	Once every 24 months, or once every 12 months if prescription has changed. Only covered if prescription is in addition to, and different from prescribed everyday eyewear.	
Eye Exam	Initial eye exam covered if within 12 months of routine eye exam, and is not subject to co-pay. Subsequent evaluation included with routine eye exam.	
Single Vision, Plastic	100% of TPA Approved Amount	Up to \$17 Allowance, (member responsible for any cost exceeding the allowance)
Bifocal (includes blended)	100% of TPA Approved Amount	Up to \$30 Allowance, (member responsible for any cost exceeding the allowance)
Trifocal	100% of TPA Approved Amount	Up to \$43 Allowance, (member responsible for any cost exceeding the allowance)
Progressive Lens (Standard)	100% of TPA Approved Amount	Up to \$30 Allowance (member responsible for any cost exceeding the allowance)
Special Lenses	100% of TPA Approved Amount	Not covered
Rose Tint #1 and #2	100% of TPA Approved Amount	Not covered
Eyeglass Frames	\$150 Allowance (member responsible for any cost exceeding the allowance)	Up to 38.25 Allowance (member responsible for any cost exceeding the allowance)

3

Safety Eye-wear	Participating Providers	Non-Participating Providers
Replacement Schedule	Members may obtain one pair of corrective lenses once every 24 months, or once every 12 months if prescription has changed. Members may obtain either eyeglasses or contact lenses but not both.	
Single Vision	100% of TPA Approved Amount	Not covered

Appendix M-4 Vision Chart

Bifocal (includes blended)	100% of TPA Approved Amount	Not covered
Trifocal	100% of TPA Approved Amount	Not covered
Special Lenses	100% of TPA Approved Amount	Not covered
Progressive Lenses (Standard)	100% of TPA Approved Amount	Not covered
Eyeglass Frames	Up to \$65 Allowance (member responsible for any cost exceeding the allowance)	Not covered
Rose Tint #1 and #2	100% of TPA Approved Amount	Not covered

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Lasik	Participating Providers	Non-participating Providers
Lasik ²	\$1,000.00 Lifetime reimbursement for active employees only	

2

² Reimbursement for Lasik is effective October 4, 2020 for procedures performed on or after the effective date and available for active employees only (spouses/dependents are not eligible).

LETTER OF UNDERSTANDING #4

LETTER OF UNDERSTANDING #4

Article 22—Health and Safety

The Employer and MSEA agree to reopen this Article for negotiation if MIOSHA and the Division of Occupational Health are eliminated or significantly reduced by legislative action.

LETTER OF UNDERSTANDING #5

Article 22, Section I—Contagious Diseases

During the 1995 negotiations, the parties discussed their concerns regarding Bargaining Unit members performing re-construction work in existing laboratories of the Department of Health and Human Services where they may be exposed to unknown contaminants. Therefore, prior to re-construction work in existing laboratories being performed by Bargaining Unit members, the Union will be notified by the Department of Health and Human Services.

LETTER OF UNDERSTANDING #7

Article 43, Section A

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

LETTER OF UNDERSTANDING #8

Implementation of the Family and Medical Leave Act

Except as otherwise provided by specific further agreement between the undersigned exclusive representative and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "Act") as may be amended and its implementing Regulations as may be amended which took effect on April 6, 1995, for the Labor & Trades and Safety & Regulatory Bargaining Units.

When an employee takes leave which meets the criteria of FMLA leave, the employee may request to designate the leave as FMLA leave or the Employer may designate such leave as FMLA leave. This applies when the employee requests an unpaid leave or is using applicable leave credits.

1. Employee Rights. Rights provided to employees under the terms of the Collective Bargaining Agreement are not intended to be diminished by this Letter of

Understanding. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.

2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the applicable Collective Bargaining Agreement.

3. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of twelve (12) work weeks of FMLA leave during the twelve (12) month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve (12) month period begins the first time leave is taken after completion of any twelve (12) month period.

4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve (12) work weeks during a twelve (12) month period for one or more of the following reasons:

a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter (parental leave);

b. Because of the placement of a son or daughter with the employee for adoption or foster care (parental leave);

c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act (family care leave);

d. Because of a serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee (medical leave).

5. Information to the Employer. In accordance with the Act, the employee, or the employee's spokesperson if the employee is unable to do so personally, shall provide information for qualifying purposes to the Employer.

6. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U.S. Department of Labor has issued its final regulations implementing the Act effective January 16, 2009. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the Union and opportunity for the Union to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law.

7. Complaints. Employee complaints alleging that the Employer has violated rights conferred upon the employee by the FMLA may be taken to the Appointing Authority, its designated representative or to the U.S. Department of Labor. However, complaints involving the application or interpretation of the FMLA or its Regulations shall not be grievable under the Collective Bargaining Agreement.

LETTER OF UNDERSTANDING #8

1 8. Eligible Employee. For purposes of FMLA family care leave, eligible employees are
2 those employees who have been employed by the Employer for at least twelve (12)
3 months and have worked at least 1,250 hours in the previous twelve (12) months. An
4 employee's eligibility for contractual leaves of absence remain unaffected by this
5 Letter of Understanding, however, such leaves will count towards the employee's
6 FMLA leave entitlement after the employee has been employed by the Employer for
7 at least twelve (12) months and has worked 1,250 hours during the previous twelve
8 (12) month period. Where the term "employee" is used in this Letter of Understanding,
9 it means, "eligible employee". For purposes of FMLA leave eligibility "employed by the
10 Employer" means "employed by the State of Michigan."

11 9. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled
12 under the Act to a combined total of twelve (12) work weeks of FMLA leave during a
13 twelve (12) month period.

14 10. General Provisions.

15 a. Time off from work for a qualifying purpose under the Act ("FMLA leave") will count
16 towards the employee's unpaid leave of absence guarantees as provided in the
17 Collective Bargaining Agreement. Time off for family care leave will be as provided
18 under the Act.

19 b. Employees may request and shall be allowed to use accrued annual or personal
20 leave to substitute for any unpaid FMLA leave.

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

28 d. Employees may request to use accrued sick leave to substitute for unpaid FMLA
29 leave for the employee's own serious health condition or serious health condition
30 of the employee's spouse, child, or parent.

31 e. The Employer may temporarily reassign an employee to an alternative position
32 when it is necessary to accommodate an intermittent leave or reduced work
33 schedule in accordance with the Act. Upon completion of an FMLA leave,
34 employees shall be returned to their original positions in accordance with the Act.

35 f. Second or third medical opinions, at the Employer's expense, may be required
36 from health care providers where the leave is designated as counting against an
37 employee's FMLA leave entitlement in accordance with the Act.

38 g. Return to work from an FMLA leave will be in accordance with the provisions of
39 the Act and the Collective Bargaining Agreement.

11. Insurance Continuation. Health Plan benefits will continue in accordance with the Act. However, contractual Health Plan benefits are not intended to be diminished by this provision.

12. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave during a twelve (12) month period, granted pursuant to the Collective Bargaining Agreement, may count towards an eligible employee's FMLA leave entitlement.

13. Annual Leave. When an employee elects to use annual or personal leave, and it is determined, based on information provided to the Employer by that employee or that employee's spokesperson if the employee is unable to do so personally (in accordance with the Act), that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:

- a. To substitute for an unpaid intermittent or reduced work schedule; or
- b. When the absence from work is intended to be for five (5) or more work days.

14. Sick Leave. An employee may elect or the Employer may require the employee to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that an employee exhaust sick leave before a personal medical leave commences shall continue.

In addition, an employee will be required to exhaust sick leave credits down to eighty (80) hours before a FMLA family care leave commences. If it is determined, based on information provided to the Employer by that employee or that employee's spokesperson if the employee is unable to do so personally (in accordance with the Act), that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:

- a. To substitute for an unpaid intermittent or reduced work schedule; or
- b. When the absence from work is intended to be for five or more work days.

Annual leave or personal leave used in lieu of sick leave may be likewise counted.

15. Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. An employee's entitlement to parental leave will expire and must conclude within twelve (12) months after the birth, adoption, or foster care placement of a child. However, in accordance with the Act, an eligible employee is only entitled to up to a total of twelve (12) work weeks of leave for foster care placement of a child. Up to twelve (12) work weeks of leave will be counted towards the FMLA leave entitlement. An employee may elect to substitute annual or personal leave for any portion of the unpaid parental leave. Intermittent or reduced work schedules may only be taken with the Employer's approval.

16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a light duty assignment in lieu of continuing on FMLA leave, the employee's right to restoration to

LETTER OF UNDERSTANDING #9

the same or an equivalent position, is available until twelve (12) weeks have passed within the twelve (12) month period including all FMLA leave taken and the period of light duty.

LETTER OF UNDERSTANDING #9 **State Worker 4**

The parties agree that employees assigned to the State Worker 4 classification in the Labor and Trades and Safety and Regulatory Bargaining Units will be paid in the range NERE 098P of the Compensation Plan. Issues related to State Worker 4 Compensation in the Department of Natural Resources are a proper subject of discussion at Departmental Labor/Management Meetings.

Employees in the Bargaining Units classified as State Worker 4 will be paid within the range as determined by the departmental Employer. These rates are not to be considered as steps in a pay range, and State Worker 4's do not advance through a pay range based on hours of service. Any negotiated across the board pay increase will not be applied to these pay rates unless mutually agreed otherwise. State Worker 4's are temporary (non-career) employees and are not normally eligible for any benefits, as listed in Appendix C. Should any State Worker 4 exceed 1040 hours of work in a calendar year, the parties will meet to address the issue of employee benefits.

LETTER OF UNDERSTANDING #11 **Voluntary Work Schedule Adjustment Program—Michigan State Employees Association**

Plan A – Reduction of Hours

A.1. Insurances.

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

A.2. Leave Accruals and Service Credit.

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

Plan C - Leave of Absence.

C.1. Insurances.

All State-sponsored group insurance programs with the exception of Long Term Disability (LTD) insurance, in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, by the employee

pre-paying the employee's share of the premiums for the entire period of the leave of absence. LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

C2. Leave Accruals.

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

C.3. Service Credit.

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

LETTER OF UNDERSTANDING #12
Human Resources Management Network (HRMN)

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

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

LETTER OF UNDERSTANDING #13
Pre-Tax Deduction for Parking
Qualified Transportation Fringe Benefits

The Qualified Transportation Fringe Benefits Program is regulated by the Internal Revenue Service (IRS), and is offered to State of Michigan employees to enable them to use pre-tax dollars to pay for eligible parking expenses and MichiVan ridership fees. Eligible parking expenses include those incurred in a non-State owned or leased parking lot/ramp and metered parking. Eligible MichiVan expenses include ridership and parking fees. Employees can enroll by calling MI HR Service Center or logging on to MI HR Self-Service.

LETTER OF UNDERSTANDING #14
Fire/Crash Rescue Officers

This Letter of Understanding sets forth certain conditions of employment for permanent full-time Fire/Crash Rescue Officers, in classification codes 4091402, 4091403 and 4091404, employed in the Michigan Department of Military and Veterans Affairs National Guard bases.

The parties recognize that because the employees covered by this Letter of Understanding permanently work a minimum of a 106-hour pay period, certain equitable changes should be made in the granting and/or accumulation of fringe benefits so as to neither advantage nor disadvantage these employees when compared to other Bargaining Unit employees who work the traditional 80 hours per pay period. Such changes are based upon a recognized standard of a minimum 106 hours per pay period. In recognition of this, the parties agree as follows:

1. LTD Premiums and Benefits – Based on their hours worked, employees included in this Letter of Understanding will receive proportional consideration for premiums and benefits as employees on an 80-hour standard.

2. Completed Pay Period – Under this Letter of Understanding a pay period shall be a completed pay period if, a) an employee works their regularly scheduled hours, or b) those regularly scheduled hours are covered by approved leave time.

3. Paid Sick Leave – Employees covered by this letter shall be credited with 7.0 hours of paid sick leave for every completed pay period. Paid service in excess of a completed pay period will not be counted toward sick leave accumulation.

4. Paid Annual Leave:

Initial Leave Grant – Upon hire, each permanent employee shall be credited with an initial annual leave grant of twenty point eight (20.8) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The twenty point eight hours (20.8) initial grant of annual leave shall not be credited to an employee more than once in a calendar year.

Allowance –Subject to the applicable payoff cap below.

Annual Leave shall be earned for each completed pay period as scheduled according to the following:

ANNUAL LEAVE ACCUMULATION SCHEDULE			
<u>Years</u>	<u>Accrual</u>	<u>Accumulation/Payoff</u>	
0-1	5.3 hours per pay period	396	344
1- 5 years	6.1 hours per pay period	396	344
5-10 years	6.9 hours per pay period	416	364

10-15 years	7.7 hours per pay period	435	383
15-20 years	8.5 hours per pay period	455	403
20-25 years	9.2 hours per pay period	461	409
25-30 years	10.0 hours per pay period	474	422
30-35 years	10.9 hours per pay period	474	422
35-40 years	11.7 hours per pay period	474	422
40-45 years	12.5 hours per pay period	474	422
45-50 years	13.3 hours per pay period		422
Etc.			

1 Paid service in excess of a completed pay period will not be counted toward annual
2 leave accumulation. The cap on annual leave accumulation shall be 474 in
3 accordance with the schedule above. No annual leave in excess of 240 hours shall be
4 included in final average compensation for the purpose of calculating retirement
5 benefits.

6 Personal Leave Grant – Permanent full-time non-Probationary employees shall
7 receive two days of personal leave which shall equate to thirty-two (32) hours of
8 personal leave to be used in accordance with normal requirements for annual leave
9 usage.

- 10 5. Seniority Hours – Seniority for permissible purposes shall be earned in accordance
11 with the provisions of Article 11, Section A. of the primary Agreement. This provision
12 shall be applied retroactively such that the seniority of Fire Crash Rescue Officers
13 shall equate to their continuous service hours as recorded in the continuous service
14 hours counter.

15 If the employee moves from a position that is based on a 106 hour standard to any
16 other position that is based on an 80 hour standard, the Employer shall convert
17 seniority hours of Service in accordance with the 80 hour standard prior to such move.
18 Annual and sick leave accumulations will remain as earned, however, upon placement
19 into the new position, the biweekly annual leave accrual will be based on the
20 appropriate step in the annual leave accumulation schedule equivalent to years of
21 service. Sick leave accrual will revert to the current 80 hour accumulation standard.

- 22 6. Continuous Service Hours – Employees will be credited with 80 continuous service
23 hours for every completed pay period.

- 24 7. Probationary Service Ratings – Probationary service ratings shall be issued in
25 accordance with current practice for 80 hour employees.

- 26 8. Hours to Step – For the purpose of crediting time toward scheduled step increases, a
27 maximum of 80 hours will be credited to each employee each pay period in which a
28 minimum of 80 hours of paid service is completed.

- 29 9. Overtime Compensation – Employees shall be compensated at the overtime rate for
30 hours worked in excess of 106 in a 14-day work period or hours worked outside, of
31 the employee's regular schedule. The work period is defined as 14 consecutive
32 calendar days.

LETTER OF UNDERSTANDING #16

10. Holiday Pay – Employees shall receive 5.2 hours of compensatory time or cash payment per pay period in lieu of holiday pay. In even years for election day, employees shall receive 5.6 hours of compensatory time or cash payment per pay period in lieu of holiday pay. Requests to receive cash payment shall be submitted in writing annually, no later than August 15th, and shall become effective the first full pay period in October.

11. Temporary Military Leave of Absence – Employees shall be paid the difference between the gross military pay received and their regular rate of gross pay up to the amount the employee would normally receive based on the work schedule for that pay period. To be eligible for such payment, employees shall provide to the Employer a copy of their military pay record for such period of time.

12. Shift Differential – Will not be paid to employees.

13. Longevity – Eligibility and payment shall be in accordance with the current standard and schedule for 80 hour employees in accordance with the primary Agreement.

14. Lost Time – Hours which are regularly scheduled but not worked in a pay period and not covered by authorized Leave shall be considered lost time.

For Seniority Hours for permissible purposes.- Lost time will be reflected on an hour-for-hour basis.

For Continued Service: For each 1.3 hours (or fraction thereof) of lost time, 1 hour (or appropriate fraction thereof) of lost time will be deducted from the employee's 80 hour counter, longevity counter, hours to step, service rating hours, and annual leave probation hours for that pay period.

15. Retirement – In accordance with State Employees Retirement Act.

LETTER OF UNDERSTANDING #16 **Motor Carrier Compensation**

The parties have discussed the impact of the eighteen month probationary period on the compensation of Motor Carrier Officers. It is the intent of the parties to maintain the same pay progression that existed prior to the implementation of the eighteen month probationary period. The parties therefore agree to have the end of one year step in schedule A02-009 be equal to the end of one year step in schedule A02-009 E10. The parties further agree that a Motor Carrier Officer 09 will receive no additional increase based on their reallocation to the Motor Carrier Officer E10 level after 18 months of satisfactory service. Thereafter, progression through the schedule will continue in accordance with current practice.

LETTER OF UNDERSTANDING #17 **Motor Carrier and State Property Security Officer Recruit School**

The nature of training of Motor Carrier Officer (RCRT) 9's and State Property Security Officer 7's at the Michigan State Police Academy mandates the scheduling of at least

twenty-four (24) hours per week in overtime. It is therefore agreed that the compensation paid to a Motor Carrier Officer (RCRT) 9 and State Property Security Officer (RCRT) 7 while in recruit school shall include base wages plus compensation for overtime at the rate of time and one-half (1 ½) as provided in this Agreement. The overtime earned prior to the completion of recruit school shall not be less than twenty-four hours times the number of weeks of recruit school, or the Employer agrees to pay the difference between overtime worked and the aforementioned amount. In the event that a Motor Carrier Officer (RCRT) 9 or State Property Security Officer (RCRT) 7 leaves employment prior to completion of recruit school, the overtime payment shall equal twenty-four hours times the number of weeks actually in attendance at the recruit school. Only completed weeks shall be counted in its computation.

LETTER OF UNDERSTANDING #18
Banked Leave Time Program FY 2005

1. Eligibility.

Permanent and limited-term, full-time, part-time, seasonal, and intermittent, probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program) known as Part B hours under the State's Annual and Sick Leave Program. Non-career employees are not eligible to participate in the Program.

2. Definitions and Description of Program.

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

3. Hours Eligible for Conversion to Program.

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of the Program, an employee shall not be able to accumulate in excess of 188 BLT hours. Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as Part A hours under the Annual and Sick Leave Program. The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as regular annual leave, pursuant to Article 39.

4. Timing of Conversion of Unused Program Hours.

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

LETTER OF UNDERSTANDING #19

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

5. Insurances, Leave Accruals and Service Credits.

Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will continue as if the employee had received pay for the BLT hours. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is enrolled will not be changed as a result of participation in the Program. Employees shall incur no break in service due to participation in the Program. Subject to legislative approval, the Program is not intended to have an effect on the Final Average Compensation calculations under the State's Defined Benefit Plan nor the salary used for Employer contribution calculations under the State's Defined Contribution Plan.

6. Relationship to Plan A and Plan C.

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

7. Term.

The Program shall be effective beginning with the first full pay period in January 2005, and continuing through the end of the pay period beginning October 9, 2005. The pay reduction and accrual provisions of the Program shall be in effect through the pay period ending October 22, 2005. There shall be no further BLT for the remaining term of the contract.

LETTER OF UNDERSTANDING #19

Firearm Storage

In order to promote the safe handling and storage of firearms, the departmental Employer shall reimburse employees, required to carry a firearm in the course of their duties, for costs related to securing and storing a department issued firearm. This one time reimbursement shall be for actual costs and shall not exceed \$100.00.

LETTER OF UNDERSTANDING #20

Article 8—Grievance Arbitration Tracking System

The Employer agrees to develop access to an arbitration listing and indexing system which would permit the parties to review cases previously decided between the parties for their potential value in resolving existing disputes. The cost (if any) of developing such access will be shared equally between the parties. In the event that a new arbitration

listing and indexing system is developed, the Employer and MSEA shall meet to discuss the union's access.

LETTER OF UNDERSTANDING #21
Article 22, Section F—Foot Protection

During the **2011** negotiations, the parties agreed that in the Department of Natural Resources, the subject of seasonal and protective foot wear shall be a proper subject of secondary negotiations.

LETTER OF UNDERSTANDING #22
Article 35, Section A – Clothing Between the MSEA and the Michigan Department of State Police

The Michigan State Employees Association (MSEA) and the Michigan Department of State Police (MSP) understand and agree to the following:

1. For the purpose of requiring uniform boots, the Department will reimburse on an annual/bi-annual basis for summer boots.
2. The Department will reimburse for summer boots up to a maximum of one hundred dollars (\$100) every year or up to two hundred dollars (\$200) every two years.
3. Employees will be required to purchase boots according to the most current Division specifications.
4. Beginning May 15, 2006, employees may provide a receipt in accordance with Division procedure to request reimbursement.
5. The Division will continue to provide all weather boots to Motor Carrier Officers.

LETTER OF UNDERSTANDING #22A
Article 35, Section A – Clothing Between the MSEA and the Michigan Department of State Police

The Michigan State Employees Association (MSEA) and the Michigan Department of State Police (MSP) understand and agree to the following:

1. The Department will reimburse State Properties Security Officers on an annual/bi-annual basis for the purchase of footwear that is conducive to walking patrol.
2. The Department will reimburse the employee for the purchase up to a maximum of one hundred dollars (\$100.00) every year up to two hundred dollars (\$200.00) every two years.
3. Employees desiring to make a purchase will be required to follow Official Order 23 guidelines when making their selection.

LETTER OF UNDERSTANDING #23

4. Beginning October 1, 2008 employees may provide a receipt in accordance with MSP procedure to request reimbursement.

5. The Department will continue to provide all employees with all-weather footwear.

LETTER OF UNDERSTANDING #23

Between Michigan State Employees Association and State of Michigan, Office of the State Employer—Article 43 Section D

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 now known as Complex Chronic Condition Management.

LETTER OF UNDERSTANDING #25

Motor Carrier, Capital Security and Conservation Officers

The MSEA and the Office of the State Employer and the applicable Department agree to meet following the effective date of this Agreement upon request of either party to discuss related to the recruitment and retention of officers in these classifications. The committee review will include but not be limited to, training practices as well as compensation issues. Findings which involve mandatory subjects of bargaining may be shared during negotiations for the next Agreement.

LETTER OF UNDERSTANDING #27

Between MSEA and State of Michigan, Office of the State Employer—Article 39—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 UNDERSTANDING #28
HAND WRITING ANALYSIS

The parties agree that, in the event the Employer determines handwriting analysis is appropriate, it shall be performed by an individual who possesses the education, training, experience and/or certification necessary to be recognized by a court as an expert witness in the specialty area of handwriting analysis.

LETTER OF UNDERSTANDING #29
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;

LETTER OF UNDERSTANDING #33

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 #33

Article 6

Union Dues and Fees

During 2013 Negotiations, the parties recognized that the MSEA has challenged the application of Public Act 349 of 2012, the public sector "Right to Work" Law, to employees in the classified service. The parties also recognized that the MSEA and others have challenged the overall legality of Public Act 349.

This contract amends Article 6 consistent with Public Act 349, with the express understanding that the MSEA maintains its challenges to the Act, as set forth in the pending *International Union v Green*, Court of Appeals No: 31478, (Application for Leave to Appeal to Supreme Court filed September 11, 2013).

LETTER OF UNDERSTANDING #35

Federal Excise Tax Implications

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

The parties agree to meet to convene the Joint Health Care Committee no less than monthly. 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.

LETTER OF UNDERSTANDING #36

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

5 The employer agrees to provide notice as soon as administratively feasible, but not later
6 than July 13, 2017, of the SHP PPO rates and HMO rates for FY 18. If the aggregate cost
7 for any one of the health insurance plans offered by the State for enrollment (the SHP
8 PPO or any HMO's) extending into 2018 exceeds federal excise tax thresholds
9 established by the IRS, the parties agree that beginning with the Flexible Spending
10 Account (FSA) enrollment for calendar year 2018, the medical spending account option
11 under Article 43, Section V will be reduced or eliminated to maintain aggregate cost below
12 the applicable 2018 federal excise tax thresholds, unless prohibited by law, or if doing so
13 would invalidate the plan in whole or in part resulting in additional costs to the employer
14 and/or employees.

16 LETTER OF UNDERSTANDING #36 17 Wellness

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

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

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

26 LETTER OF UNDERSTANDING #39 27 Other Eligible Adult Individual-Health Insurance 28 Article 43 Sections D, E, F, H & L

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

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

- 33 1. Be at least 18 years of age.
- 34 2. Not be a member of the employee's immediate family as defined as employee's
35 spouse, children, parents, grandparents or foster parents, grandchildren, parents-in-
36 law, brothers, sisters, aunts, uncles, or cousins.

Letter of Understanding #40

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.

FOR THE UNION

FOR THE EMPLOYER

Letter of Understanding #40

Union Use of State's E-mail System Pilot Program

Where access to the State's e-mail system is otherwise available, the Employer agrees to a pilot program that permits use of the State's existing e-mail system by the Michigan State Employees Association (Union) office staff for transmitting legitimate union business to bargaining unit employees. Any use of the State's e-mail system by a bargaining unit employee to review any such union materials transmitted must take place on non-work time only, e.g. breaks and lunch.

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

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

Use of the State's email system not expressly authorized in this Letter of Understanding constitutes a violation absent specific written agreement of the Office of the State Employer. At the Office of the State Employer's request, any email transmitted by the Union through the State's e-mail system will be forwarded by the Union to the Office of the State Employer.

In the event the Office of the State Employer determines the Union's use of the State's e-mail system violates provisions of this Letter of Understanding, prompt steps must be taken by the Union to correct the violation. In the event of a repeat violation, the Office of the State Employer reserves the right, in its sole discretion, to cancel the program.

The program will continue through December 31, 2021 unless the Office of the State Employer cancels the pilot program as provided above.

FOR THE UNION

FOR THE EMPLOYER

Michigan State Employees Association

Office of the State Employer

Date

Date

LETTER OF UNDERSTANDING #41
State Integrated Governmental Management Application (SIGMA)

During negotiations in 2018 the parties discussed the implementation of the State Integrated Governmental Management Application SIGMA. SIGMA was introduced on October 1, 2017.

Both parties recognize some difficulties encountered by employees in the usage of SIGMA. It is the intent of the parties to address concerns related to SIGMA through discussions. Upon request of either party, a meeting will be scheduled to address identified concerns.

LETTER OF UNDERSTANDING #42
Article 4, Section B.2, Information Provided to MSEA

The parties agree to explore the possibility of providing an employees' personal telephone number with the employee's consent.

LETTER OF UNDERSTANDING #44

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 is in effect through December 31, 2021.

LETTER OF UNDERSTANDING #45
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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