

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 16, 2015

Wages and Benefits: October 1, 2016 – September 30, 2017
Non-economic Provisions: January 1, 2016 – December 31, 2018

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ARTICLE 1
PREAMBLE

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

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

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

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ARTICLE 2
PURPOSE AND INTENT

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

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

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

39 **D.** Economic benefits which were in effect on the effective date of this Agreement,
40 and which are not specifically provided for or abridged by this Agreement, will

ARTICLE 3

1 continue in effect under conditions upon which they had previously been granted
2 throughout the life of this Agreement unless altered by mutual consent of the
3 Employer and the MSEA and approved by the Civil Service Commission.

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ARTICLE 3
RECOGNITION

7 **A. Representation Units.**

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

11 Labor & Trades Unit - certified March 27, 1979

12 Safety & Regulatory Unit - certified September 14, 2001

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

17 **B. Classifications.**

18 1. The parties will review and at the request of MSEA meet to discuss the abolishment
19 of existing Unit classifications as well as all new or revised Bargaining Unit
20 classifications and sub-class codes. Any other new or revised classifications,
21 selective position requirements and sub-class codes consisting in part of duties of
22 existing Unit classifications and all supervisory classifications of Unit classes shall
23 also be reviewed and discussed at the request of MSEA.

24 2. When the Employer recommends creation of a new classification, selective
25 position requirements and/or sub-class codes, the Employer shall give concurrent
26 notice to MSEA describing the class created, the number of positions, proposed
27 salary range and the Bargaining Unit into which the Employer believes the new
28 class should be placed.

29 3. The MSEA shall receive concurrent copies of recommendations or requests to Civil
30 Service to abolish, modify or create Bargaining Unit classifications, selective
31 position requirements and sub-class codes, classifications consisting in part of
32 duties of existing Unit classifications, and all supervisor classifications of Unit
33 classes, sent to Civil Service by departments or the Office of the State Employer.
34 All copies of recommendations by MSEA to abolish, modify or create
35 classifications, selective position requirements and sub-class codes shall be
36 forwarded to the Office of the State Employer. The inclusion or exclusion of newly
37 created classifications shall be resolved in accordance with the Civil Service Rules
38 and Regulations.

- 1 4. Existing Representational Unit positions shall not be excluded from the Bargaining
2 Units by or at the request of the Employer, without prior agreement of the parties.
3 If no agreement is reached, the matter will be resolved through a Unit clarification
4 hearing or such other hearing as may be established by the Civil Service Rules
5 and Regulations.
- 6 5. Representation Unit positions shall not be reclassified, reallocated or retitled by or
7 at the request of the Employer for the sole purpose of removing same from the
8 Unit(s) without prior agreement between the parties. This provision shall not be
9 construed to prohibit the Employer from reallocating positions that have been
10 downgraded for training because of the unavailability of a register. Classified
11 employees in classes and positions assigned to these Units in accordance with
12 this Section shall be subject to the provisions of this Agreement.
- 13 6. In the event of any layoff within a department, the Employer shall not abolish,
14 modify or create new positions for the purpose of avoiding recall of laid off
15 Bargaining Unit employees.

16 **C. Appointment Duration.**

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

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

25
26 **ARTICLE 4**
27 **ASSOCIATION RIGHTS**

28 **A. Aid to Other Organizations.**

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

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

ARTICLE 4

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

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

9 **B. Information Provided to MSEA.**

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

22 2. The Employer will provide to MSEA in electronic format a biweekly demographic
23 report which shall contain the following information for each employee in the
24 Bargaining Unit(s): the employee's name, employee identification number, street
25 address, city, state, zip code, job code description (class, level and sub-class
26 code), sex, race, birth date, hire date, department, agency, TKU, Union deduction
27 code and amount, status code (appointment code), position code, leave of
28 absence/layoff effective date, continuous service hours, county code, Unit code
29 and hourly rate. The parties agree that this provision is subject to any prohibition
30 imposed upon the Employer by courts of competent jurisdiction.

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

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

1 **C. Bulletin Boards.**

2 The Employer agrees to furnish space for MSEA bulletin boards at reasonable
3 locations mutually agreed upon in secondary negotiations for use by MSEA to enable
4 employees of the Representation Unit to see materials posted thereon by the MSEA.
5 Locations will normally be at or near an area where employees in these Units have
6 reasonable access or congregate. The normal size of new bulletin boards will not
7 exceed twelve (12) square feet. The Employer will continue providing bulletin boards
8 provided under prior agreements with the MSEA and they need not conform to the
9 normal size.

10 In the event that new bulletin boards are mutually agreed upon, the MSEA shall pay
11 100% of the material cost of such new boards. MSEA may furnish its own bulletin
12 boards compatible with Employer locations which will be installed by the Employer in
13 convenient locations as agreed in secondary negotiations. MSEA postings shall be
14 restricted to bulletin boards provided for under this Agreement.

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

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

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

34 **D. Mail Service.**

35 MSEA shall be permitted to use the internal mail systems of the State, both
36 interdepartmental and intra-departmental to communicate on issues such as
37 individual or group grievances, notice of meetings with State Departments,

ARTICLE 4

1 transmittals or responses from State Departments, and all other matters which
2 originate from conducting business with the State. Such mailings shall be of a
3 reasonable size, volume and frequency.

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

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

11 Mail must originate from:

- 12 1. Employee to employee;
- 13 2. Steward to employee;
- 14 3. Employee to Steward;
- 15 4. Employee or Steward to Department or Agency personnel.

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

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

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

27 **E. MSEA Information Packet.**

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

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

35 The Employer agrees to furnish State conference and/or meeting rooms for MSEA
36 local meetings upon prior request by the local representative or his/her designee,
37 subject to approval by the appropriate local Employer Representative. Expected

1 attendance cannot exceed the capacity of the room requested. Such facilities shall be
2 furnished to MSEA in accordance with usual Agency practices. MSEA meetings on
3 State premises shall be governed by the Employer's operational considerations and
4 shall be confined to the approved locations. The parties understand that Management
5 has the right to limit access to State owned or leased buildings. Such limitations shall
6 be based on operational and security considerations.

7 **G. Telephone Directory.**

8 The Employer agrees to publish free of charge the telephone numbers and business
9 addresses of MSEA Offices in the next State of Michigan telephone directory as
10 published by the Department of Technology, Management and Budget. Such listing
11 shall include the identification of a reasonable number of MSEA staff/officers. The
12 Employer agrees to extend the right provided in this Section to any new full time staff
13 offices operated by MSEA. This shall not apply to office space granted pursuant to
14 Section H. of this Article. The listing of MSEA Central Office and MSEA
15 spokespersons in a departmental telephone directory shall be a proper subject of
16 secondary negotiations only upon mutual agreement of the Union and the
17 departmental Employer.

18 **H. Office Space.**

19 The Employer agrees to continue to provide reasonable office space in institutional
20 settings where such office space is currently provided. For purposes of this Section
21 only, an institutional setting refers to a round-the-clock residential site. Confidentiality
22 of the records and the access to that office space is an appropriate subject for
23 secondary negotiations. In addition, where office space is not currently provided, the
24 Employer agrees that, subject to its availability, office space and the confidentiality of
25 records and access to that space at those institutional settings is an appropriate
26 subject for secondary negotiations.

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

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

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

ARTICLE 4

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

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

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

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

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

28 **J. MSEA Presentation.**

29 During a planned orientation of a new Representational Unit employee(s), MSEA shall
30 be given an opportunity to introduce one local MSEA Representative or one central
31 MSEA Staff Representative to speak briefly to describe MSEA, its rights and
32 obligations as an exclusive representative. At least one (1) Employer Representative
33 may attend said presentation as an observer, but shall not participate in and/or
34 interfere with the MSEA presentation. No partisan political material, nor materials
35 ridiculing individuals by name or obvious direct reference or defamatory or detrimental
36 to the Employer shall be contained in such presentation. Violation of this prohibition
37 shall be cause for suspension and/or revocation of this right by the Employer.

38 Where the Local Representative is making the presentation, such Local
39 Representative shall be a designated MSEA Representative at the work location
40 premises at which the presentation is made. If the orientation is conducted off the work
41 premises, the Local Representative shall have an opportunity to participate in
42 accordance with this Section.

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

3 The Employer will notify MSEA whenever a new employee is to be added to any
4 Bargaining Units represented by MSEA. Such notification shall be submitted to the
5 MSEA Central Office within thirty (30) calendar days from date of hire. The scheduling
6 and handling of presentations under this Section may be discussed in secondary
7 negotiations.

8 **K. Picketing.**

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

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

23 **L. Employee Organization Activity.**

24 Bargaining Unit employees, including MSEA Officers and Representatives, and
25 authorized non-employee MSEA Representatives, shall not conduct any MSEA
26 activities or MSEA business on State work time or at State work locations except as
27 specifically authorized by the provisions of this Agreement. However, the Employer
28 agrees that messages for MSEA officers and representatives shall be received and
29 forwarded in a timely manner.

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ARTICLE 5
MANAGEMENT RIGHTS

33 It is understood and agreed by the parties that the Employer possesses the sole
34 power, duty and right to operate and manage its Departments, Agencies and
35 programs and carry out constitutional, statutory and administrative policy mandates
36 and goals. The powers, authority and discretion necessary for the Employer to
37 exercise its rights and carry out its responsibilities shall be limited only by the express
38 terms of this Agreement. Any term or condition of employment other than the wages,

ARTICLE 5

1 benefits and other terms and conditions of employment specifically established or
2 modified by this Agreement shall remain solely within the discretion of the Employer
3 to determine, modify, establish or eliminate.

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

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

10 1. Determine matters of managerial policy; mission of the Agency; budget; the
11 method, means and personnel by which the Employer's operations are to be
12 conducted; organization structure; standards of service and maintenance of
13 efficiency; the right to select, promote, assign or transfer employees; discipline
14 employees for just cause; and in cases of temporary emergency, to take whatever
15 action is necessary to carry out the Agency's mission. However, if such
16 determinations alter conditions of employment to produce substantial adverse
17 impact upon employees, the modification and remedy of such resulting impact from
18 changes in conditions of employment shall be subject to negotiation requirements.
19 Such negotiations shall not be required where the action of the Employer is
20 governed by another Article of this Agreement.

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

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

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

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

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

1 The parties acknowledge that, during the negotiations which preceded this
2 Agreement, each had the unlimited right and opportunity to make demands and
3 proposals with respect to any negotiable subject or matter, and that the
4 understandings and agreements arrived at by the parties after the exercise of that
5 right and opportunity are set forth in this Agreement. This Agreement, including its
6 supplements and exhibits attached hereto, concludes all collective bargaining
7 between the parties during the term hereof, and constitutes the sole, entire and
8 existing Agreement between the parties hereto, and supersedes all prior agreements,
9 and practices, oral and written, expressed or implied, and expresses all obligations
10 and restrictions imposed upon each of the respective parties during its term, provided
11 that Article 2, Section D, shall not be impaired. All negotiable terms and conditions of
12 employment not covered by this Agreement shall be subject to the Employer's
13 discretion and control.

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15 **ARTICLE 6**
16 **MSEA DUES**

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

21 **A. Dues Deduction.**

22 Upon receipt of a voluntarily completed and signed individual authorization form from
23 any of its employees covered by this Agreement, currently being provided by MSEA
24 and approved by the State Personnel Director, the Employer will deduct those
25 voluntary dues required for the employee's membership in the MSEA.

26 Such voluntary authorizations shall be effective only as to membership dues becoming
27 due after the delivery date of such authorization to the personnel office of the
28 employee's Appointing Authority. New individual authorizations will be submitted on
29 or before the 9th day of any pay period for deduction the following pay period.
30 Voluntary deductions shall be made only when the employee has sufficient earnings
31 to cover same after deductions for Federal Social Security (F.I.C.A.); individually
32 authorized deferred compensation; Federal Income Tax; State Income Tax; local or
33 city income tax; other legally required deductions; individually authorized participation
34 in State programs and enrolled employees' share of insurance premiums. The amount
35 of membership dues deductions shall be as certified to the Employer in writing by the
36 authorized representative of MSEA.

37 Such voluntary authorizations of employees transferred from one Agency or
38 Department to another and within these Bargaining Units shall automatically remain
39 in effect. Employees promoted or transferred out of a Bargaining Unit covered by this
40 Agreement shall not automatically remain on payroll deduction, except as provided by
41 the Civil Service Rules and Regulations. Employees recalled from indefinite layoff of
42 less than 180 days, employees recalled from seasonal layoff or returning from leaves

ARTICLE 7

1 of absence shall resume payroll deduction of voluntary dues, commencing the first
2 pay period of work. Dues deduction authorization may be revoked by the employee
3 furnishing written notice of such revocation to the personnel office of the employee's
4 Appointing Authority.

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

10 **B. Employer Notification.**

11 The Appointing Authority shall inform the Union of all new bargaining unit employees
12 and employees returning from leave or layoff, upon hire or return as provided in Article
13 4, Section J, and employees transferred into any MSEA Bargaining Unit.

14 **C. Reimbursement.**

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

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ARTICLE 7
MSEA BUSINESS AND ACTIVITIES

20 **A. Time Off for MSEA Business.**

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

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

31 2. Except as may be mutually agreed to locally, on a case by case basis, an employee
32 shall furnish written notice of the employee's intention to attend a function listed in
33 Paragraph 1 above to his/her immediate supervisor, at least two (2) work days
34 before the start of the pay period in which the leave is to be used, or in advance of
35 the date that work schedules must be established in accordance with Article 14,
36 Section D, of this Agreement.

37 In addition to the notice from the employee required above, except as may be
38 mutually agreed to locally on a case by case basis, the MSEA President, designee
39 or his/her constitutionally mandated successor shall also provide, at least two (2)

1 work days before the start of the pay period in which the leave is to be used, or in
 2 advance of the date that work schedules must be established in accordance with
 3 Article 14, Section D, of this Agreement, written notice containing the name(s) and
 4 Department/Agency affiliation of employees designated by MSEA to attend such
 5 MSEA designated functions.

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

12 3. The employee may utilize any accumulated time (compensatory or annual) in lieu
 13 of taking such time off without pay. Employees who are not at or near their annual
 14 leave cap and who also have accrued compensatory leave hours may, at the
 15 employee's request, utilize annual leave and not compensatory leave. When the
 16 employee elects to utilize annual leave credits, MSEA may "buy back" such credits
 17 up to a limit of one hundred twenty (120) hours each fiscal year, subject to the
 18 following regulations:

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

21 b. MSEA may reinstate only such employee-expended credits used in the
 22 previous twelve (12) months by cash payment to the Department Personal
 23 Services Account at the employee's current daily rate. MSEA shall forward to
 24 the department the net amount of refund (gross salary less employee's federal,
 25 state and city withholding tax deductions, and social security tax). This
 26 provision shall be administered in compliance with applicable tax statutes.

27 c. MSEA shall be allowed to exercise the option of reinstating annual leave for
 28 any one employee, as requested.

29 **B. MSEA Officers.**

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

36 Such duly elected or appointed members of the MSEA Board of Directors who are
 37 covered under this Agreement shall be entitled to "buy back" annual leave credits,
 38 subject to the regulations in Article 7, Section A, except that the one hundred twenty
 39 (120) hour limitation shall not apply. In addition, the Employer agrees to provide
 40 administrative leave, not to exceed forty-eight (48) days per year for eight (8) MSEA
 41 State Officers to attend MSEA Board Meetings. It is agreed that this limitation shall

ARTICLE 7

1 apply to no more than six (6) Board Meetings per year, one (1) day per Board Meeting.
2 Except as may be mutually agreed to during secondary level negotiations, such
3 members shall furnish their immediate supervisor with written notification of their intent
4 to attend such meeting at least two (2) work days before the start of the pay period in
5 which the leave is to be used, or two (2) work days in advance of the date that work
6 schedules must be established in accordance with Article 14, Section D, of this
7 Agreement.

8 **C. Time Off Without Loss of Pay During Working Hours.**

9 Employees shall be allowed time off without loss of pay during working hours to attend
10 grievance hearings, labor-management meetings, and committee meetings if such
11 committees have been established by this Agreement, or meetings called or agreed
12 to by the Employer, if such employees are entitled by the provisions of this Agreement
13 to attend such meetings by virtue of being MSEA Representatives, departmental
14 caucus spokespersons, Stewards, witnesses, and/or grievants, except in the case of
15 justified emergency as claimed by the Appointing Authority.

16 **D. Administrative Leave.**

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

21 1. A centralized administrative leave bank shall be created on January 1, 2005, and
22 administered by the Office of the State Employer. The bank will be created by using
23 50% of the administrative leave hours in the departmental leave banks. All
24 remaining departmental administrative leave bank hours shall be eliminated.

25 This bank will be replenished annually in the amount of eight (8) hours of
26 administrative leave for every ten (10) employees in the Labor and Trades and
27 Safety and Regulatory Units combined who are on active payroll status at the end
28 of the first full pay period in June of each year.

29 At the end of the first full pay period in June 2005, 75% of the initial hours remaining
30 in the central administrative leave bank shall be carried forward, and added to the
31 2005 annual allotment. Effective June 2006 and thereafter, any remaining hours in
32 the bank shall be carried forward.

33 MSEA may request the utilization of hours from the centralized leave bank by
34 written notice to the Office of the State Employer.

35 2. No one employee may utilize more than 24 hours from the bank in a pay period
36 without mutual agreement between OSE and the President of MSEA or designee.
37 MSEA and the Office of the State Employer shall meet in the month of May to audit
38 the centralized leave bank.

39 3. One administrative leave bank of 4,176 hours shall be established on October 1 of
40 each year. On a one time only basis, on January 1, 2005, 1,560 hours shall be

1 added to the administrative leave bank established on October 1, 2004 in
 2 accordance with paragraph 7.d.4. of the prior Agreement. The hours in the
 3 administrative leave bank will be utilized by only two individuals designated by
 4 MSEA.

5 Such representative is to be considered as an employee of the Union during the
 6 period of absence covered by administrative leave from the bank. Should an
 7 administrative board or court rule otherwise, the Union shall indemnify and hold
 8 the Employer harmless from any workers compensation claims by the employee
 9 arising during or as a result of the employee's absence covered by administrative
 10 leave from the bank.

11 For purposes of seniority accrual, time spent by such employee shall be
 12 considered as time worked. The Union shall reimburse the Employer for the
 13 Employer's share of all applicable insurance premiums during the periods of
 14 absence covered by administrative leave from the bank. While covered by hours
 15 from the bank, the use of sick and annual leave shall be reported on a bi-weekly
 16 basis to the departmental Employer.

- 17 4. Such administrative leave shall be granted only in blocks of four (4) or more hours.
- 18 5. Such administrative leave shall not be treated as hours worked for the purposes
 19 of computing daily or biweekly overtime premium.
- 20 6. No deduction shall be made, nor shall any employee be entitled to be released on
 21 such administrative leave, without prior written authorization from the President of
 22 MSEA or his/her designee.

23 **E. Administrative Leave Approval Procedures.**

24 Except as may be mutually agreed to locally on a case by case basis, the employee
 25 shall furnish his/her immediate supervisor, at least two (2) work days before the start
 26 of the pay period in which the leave will be used, or two (2) work days in advance of
 27 the date that work schedules must be established in accordance with Article 14,
 28 Section D, of this Agreement, written notice of the employee's intention to attend such
 29 MSEA designated function.

30 In addition, except as may be mutually agreed to locally on a case by case basis, the
 31 MSEA Central Association shall also provide, at least two (2) work days before the
 32 start of the pay period in which the leave will be used, or two (2) work days in advance
 33 of the date work schedules must be established in accordance with Article 14, Section
 34 D, of this Agreement, written notice containing the name(s) and Department/Agency
 35 affiliation of employees designated to attend such activities as authorized in Section
 36 D. Such written notice shall be provided to the named employee's Appointing
 37 Authority.

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

ARTICLE 8

1 Where an employee wishes to attend an MSEA General Assembly as listed above,
2 and the employee desires a change in schedule with another employee capable of
3 performing the work, the appropriate supervisor will make a reasonable effort to
4 approve the voluntary change of schedule between the two employees providing such
5 a change does not result in overtime.

6 **F. Reporting Time.**

7 As required by the Civil Service Commission Rules and Regulations, each employee
8 who engages in any activities on behalf of the MSEA when receiving any
9 compensation, benefit, or benefit accrual, paid in whole or in part by the State, shall
10 accurately report all such time to the employee's appointing authority as "Union leave"
11 time and shall not report such time as "actual-duty time."

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ARTICLE 8
GRIEVANCE PROCEDURE

15 **A. General.**

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

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

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

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

ARTICLE 8

- 1 - the grievance has not been answered at Step Two prior to discipline being
2 appealed to arbitration, and,
- 3 - that written reprimand is used to support further progressive discipline (which
4 discipline would be by definition appealable to arbitration), and,
- 5 - which discipline is, in fact, appealed to arbitration.

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

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

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

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

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

16 **B. Grievance Steps.**

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

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

1 demotion, mandatory change of residence or less than satisfactory service rating shall
2 be accompanied by documentation that supports the action, if not previously provided
3 to a Union Representative. The written decision of the Employer will be placed on the
4 grievance form by the departmental Appointing Authority or his/her designee and
5 returned to the grievant(s) and the designated MSEA Representative within fifteen
6 (15) week days from the date of receipt of the grievance form at Step Two or within
7 ten (10) week days of a meeting, if such a meeting is held. If a Step Two grievance
8 conference is held, such meeting shall be held within fifteen (15) week days of receipt
9 of the grievance at Step Two.

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

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

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

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

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

42 During January of each year the Union has the right to remove one Arbitrator from the
43 panel and the Office of the State Employer has the right to remove one Arbitrator from

ARTICLE 8

1 the panel. The Union and the Office of the State Employer will mutually agree upon
2 the replacement Arbitrator(s).

3 The Office of the State Employer shall provide copies of the request for arbitration to
4 the affected Department and the Union. Each request for arbitration shall require that
5 the Arbitrator schedule and hold the hearing within one hundred twenty (120) calendar
6 days of receipt of the request for arbitration. The parties shall set aside normal
7 business in order to schedule and hold the hearing within this time frame. By mutual
8 written agreement, the parties may waive the one hundred twenty (120) calendar day
9 time limit. Upon receipt of notice from the Arbitrator that the one hundred twenty (120)
10 calendar day time limit cannot be met, the Office of the State Employer shall notify
11 MSEA and send a second request for arbitration to the next Arbitrator on the list.

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

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

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

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

25 The expenses and fees of the arbitrator shall be borne by the losing party. The
26 arbitrator shall have the authority to prorate the cost where a decision does not clearly
27 state which party is the losing party. The cost of the hearing room, if any, shall be
28 shared equally by the parties to the arbitration. The expenses of a court reporter shall
29 be borne by the party requesting the reporter unless the parties agree to share such
30 costs. Any cancellation or rescheduling fees shall be the responsibility of the
31 requesting party. In the event that both parties mutually request a cancellation or
32 rescheduling, any associated costs shall be borne equally.

33 The Arbitrator shall only have the authority to adjust grievances in accordance with
34 this Agreement as permitted in the Civil Service Commission Rules and Regulations.
35 The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify,
36 or ignore in any way the provisions of the Civil Service Commission Rules and
37 Regulations or this Agreement and shall not make any award which in effect would
38 grant MSEA or the Employer any rights or privileges which were not obtained in the
39 negotiation process. The authority of the Arbitrator shall remain subject to and
40 subordinate to the limitations and restrictions on subject matter and personal
41 jurisdiction in the Civil Service Commission Rules and Regulations.

1 The decision of the Arbitrator will be final and binding on all parties to this Agreement,
2 except as otherwise provided in the Civil Service Commission Rules and Regulations.
3 Arbitration decisions shall not be appealed to the Civil Service Commission, except
4 that any person may file with the State Personnel Director a complaint that the
5 Arbitrator's decision has been applied or interpreted to violate or otherwise rescind,
6 limit, or modify a Civil Service Commission Rule or Regulation governing a prohibited
7 subject of bargaining. When the Arbitrator declares a bench decision, such decision
8 shall be rendered in writing within fifteen (15) calendar days from the date of the
9 arbitration hearing. The written decision of the Arbitrator shall be rendered within thirty
10 (30) calendar days from the closing of the record of the hearing. The written decision
11 of the arbitrator shall be communicated to the advocates and the Office of the State
12 Employer in electronic format.

13 **Expedited Arbitration.**

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

30 **C. Time Limits.**

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

35 Grievances not appealed within the designated time limits in Steps One or Two of the
36 grievance procedure will automatically result in the grievance being considered
37 closed. Grievances not answered by the Employer within the designated time limits in
38 any step of the grievance procedure shall be considered automatically appealable and
39 processed to the next step. Where the Employer does not provide the required answer
40 to a grievance within the time limit provided at Steps One or Two, the time limits for
41 filing at the next step shall be extended for ten (10) additional week days. The time

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1 limits at any step or for any hearing may be extended by written mutual agreement of
2 the parties involved at that particular step.

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

10 **D. Retroactivity.**

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

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

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

29 **E. Exclusive Procedure.**

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

36 **F. Processing Grievances.**

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

39 When such preparation is not possible, the grievant or group grievance
40 representative(s) and the designated representative will be permitted a reasonable

1 amount of time, not to exceed one (1) hour without loss of pay, for consultation and
2 preparation prior to any scheduled grievance step meeting during their regularly
3 scheduled hours of employment. Overtime is not authorized.

4 One (1) designated Steward and the grievant will be permitted to process a grievance
5 without loss of pay. In a group grievance a Steward or MSEA Representative, and up
6 to two (2) grievants shall be entitled to appear without loss of pay to represent the
7 group. The Steward or MSEA Representative must be employed at one of the work
8 sites represented in the grievance. In group grievances involving more than one
9 Bargaining Unit and/or more than one Department, the group shall be represented by
10 two (2) employee grievants and a MSEA Representative, in accordance with Article
11 18, and/or attorney.

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

16 **G. Discipline.**

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

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

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

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

36 Employees required to testify will be made available without loss of pay; however,
37 whenever possible, they shall be placed on call to minimize time lost from work.
38 Employees who have completed their testimony shall return promptly to work when
39 their testimony is concluded unless they are required to assist the principal MSEA
40 Representative(s) in the conduct of the case. The intent of the parties is to minimize
41 time lost from work.

ARTICLE 9

1 **I. Grievance Conduct.**

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

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

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

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

- 14 1. A grievance by an employee who is aggrieved by the abolition or creation of a
15 position.
- 16 2. A grievance by an employee disciplined or denied the use of sick and annual leave
17 for striking.
- 18 3. A complaint including, but not limited to, a grievance, technical appeal, or labor
19 relations appeal, against the Civil Service Commission, or an employee of the Civil
20 Service Commission.
- 21 4. A complaint including, but not limited to, a grievance, technical appeal, or labor
22 relations appeal, arising out of or related to a prohibited subject of bargaining.
- 23 5. Any matter or dispute in which Civil Service Commission Rules or Regulations
24 provide an exclusive procedure or forum for the resolution of the matter or dispute.

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ARTICLE 9
DISCIPLINARY ACTION

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

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

34 **A. Investigation and Representation.**

35 Allegations or other assertions of failure of proper employee conduct or performance
36 are not charges, but constitute a basis for appropriate investigation by the Employer.

1 The parties agree that disciplinary action must be supported by timely and accurate
2 investigation. For purposes of this Article, investigation to determine whether
3 disciplinary action should be taken is timely when commenced within twenty (20) week
4 days following the date on which the Employer had reasonable basis to believe that
5 such investigation should be undertaken. The Employer will make reasonable efforts
6 to conclude investigations as soon as practicable.

7 The Employer shall provide notice in writing of the investigative conference/interview,
8 at the beginning of the investigatory conference/interview the designated Union
9 Representative shall be given a copy of any prepared investigation questions to be
10 asked during the conference/interview. This shall in no way limit the questions the
11 Employer may ask during the conference/interview. In the event the investigatory
12 conference/interview is not completed, the Union Representative shall return the copy
13 of the investigation questions. Upon reconvening the investigatory
14 conference/interview the investigation questions will be returned to the Union
15 Representative. The investigation questions will be retained by the Union
16 Representative upon completion of the interview/conference.

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

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

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

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

42 It shall not be the policy of the Employer to take disciplinary action in the course of an
43 investigation unless an emergency suspension or removal from the premises as

ARTICLE 9

1 provided in this Article is warranted. If the MSEA Representative is to be an attorney
2 certified by MSEA, the employee or MSEA shall give as much notice as possible to
3 the Employer.

4 **B. Disciplinary Action and Conference.**

5 1. Whenever an employee is to be formally charged with a violation of any obligation,
6 rule, regulation or policy, or charges are in the process of being prepared, a
7 Disciplinary Conference shall be scheduled and the employee shall be notified in
8 writing forty eight (48) hours prior to the conference of the claimed violation and
9 disciplinary penalty or possible penalty contemplated. Nothing shall prevent the
10 Employer from withholding a penalty determination until after the Disciplinary
11 Conference provided herein has been completed.

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

38 The employee shall be given and sign for a copy of the written notice of charges
39 and disciplinary action if determined. Where final disciplinary action has not been
40 determined the notice shall state that disciplinary action is being contemplated.
41 Disciplinary action, if forthcoming, shall be initiated within fifteen (15) calendar days
42 of the Disciplinary Conference, except in the Department of Corrections where it
43 shall be initiated within forty-five (45) calendar days of the Disciplinary Conference

1 unless otherwise modified in secondary negotiations. The employee's signature
2 indicates only that the employee has received a copy, shall not indicate that the
3 employee necessarily agrees therewith, and shall so state on the form. If the
4 employee refuses to sign, the supervisor will write "Employee refused to sign" and
5 sign his/her own name with the date. A witness signature should be obtained under
6 this circumstance.

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

10 3. **Notice.** Formal notification to the employee of disciplinary action shall be in the
11 form of a letter or form spelling out charges and reasonable specifications, advising
12 the employee of the right to appeal. The employee must sign for his/her copy of
13 this letter, if presented personally, or the letter shall be sent to the employee by
14 certified mail, return receipt requested. Dismissal shall be effective on the date of
15 notice. An employee whose dismissal is upheld shall not accrue any further leave
16 or benefits subsequent to the date of notice. If the employee has received and
17 signed for a written letter of reprimand, no notice is required under this Article.

18 4. Any employee who alleges that disciplinary action is not based upon just cause
19 may appeal such action in accordance with the grievance procedure. Reassignment of an employee at the same level, and work location if feasible,
20 incidental to a disciplinary action upheld or not appealed shall not be prohibited or
21 appealed, provided the possibility of such reassignment was stated to the
22 employee in the notice of disciplinary action. However, the Employer retains the
23 option to reassign as part of the administration of discipline for just cause.
24

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

28 **C. Emergency Disciplinary Action.**

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

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

ARTICLE 9

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

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

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

10 Nothing herein shall prevent an employee from grieving the reasonableness of a
11 suspension under this Subsection, where the employee contends that the charge
12 does not arise out of the job, or is not related to the job, except that suspension for
13 a felony charge shall not be appealed. An employee who has been tried and
14 convicted on the original or a reduced charge and whose conviction is not
15 reversed, may be disciplined or dismissed from the classified service upon proper
16 notice without the necessity of further charges being brought and such disciplinary
17 action shall be appealed through the grievance procedure. The record from any
18 trial or hearing may be introduced by the Employer or MSEA in such grievance
19 hearing, including Arbitration. Under this circumstance a Disciplinary Conference
20 will be conducted only upon written request of the employee. An employee whose
21 indictment is quashed or dismissed, or who is acquitted following trial, shall be as
22 soon as practicable reinstated in good standing and made whole if previously
23 suspended in connection therewith unless 1) the Employer imposes a suspension
24 for investigation under Section E, Suspension for Investigation, of this Article, or,
25 2) disciplinary charges, if not previously brought, are filed within three (3)
26 weekdays of receipt of notice at the central Personnel Office of the results of the
27 case, and appropriate action in accordance with this Article is taken against such
28 employee. Nothing provided herein shall prevent the Employer from disciplining an
29 employee for just cause at any time irrespective of criminal or civil actions taken
30 against an employee or irrespective of their outcome.

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

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

1 **E. Suspension for Investigation.**

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

9 **F. Suspension for Felony Charges.**

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

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ARTICLE 10
COUNSELING AND PERFORMANCE REVIEW

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

17 **A. Performance Discussion or Review.**

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

23 **B. Informal Counseling.**

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

29 **C. Formal Counseling.**

30 1. When in the judgment of the Employer, formal counseling is necessary, it may be
 31 conducted by an appropriate supervisor. Formal counseling may include a review
 32 of applicable standards and policies, actions which may be expected if
 33 performance or conduct does not improve, and a reasonable time period
 34 established for correction and review. A narrative description of formal counseling
 35 will be prepared on a record of counseling form, a copy of which will be given to
 36 and signed for by the employee and a copy kept in the employee's personnel file.
 37 The employee's signature indicates only that the employee has received a copy,
 38 shall not indicate that the employee necessarily agrees therewith, and shall so

ARTICLE 11

1 state on the form. Formal counseling is grievable in accordance with Article 8
2 through Step Two.

3 2. An employee shall not have the right to a designated MSEA Representative during
4 counseling.

5 3. Formal counseling may not be introduced in a Disciplinary Conference except to
6 demonstrate, if necessary, that an employee knew or knows what is expected of
7 them.

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

10 **D. Removal of Records.**

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

17 **E. Relationship to Disciplinary Action.**

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

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ARTICLE 11
SENIORITY

24 **A. Seniority Definitions.**

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

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

33 Hours in non-career appointments, on duty or non-duty disability retirement, lost time,
34 suspension, leave of absence without pay (except for military leave of absence for up
35 to 10,400 hours), or layoff except that school year employees in the Department of
36 Education shall receive continuous service credit for the period of seasonal layoff.
37 Employees off work due to compensable injuries or illness shall continue to
38 accumulate seniority for the full period of absence precisely as though they had been

1 working for purposes of layoff and recall credit for longevity and State contribution for
2 retirement.

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

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

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

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

16 2. The following adjustments shall be made to seniority as defined above for
17 implementation of provisions of Layoff and Recall (Article 12), Assignment and
18 Transfer (Article 13), Overtime (Article 15) and shall also be used for determining
19 selection in other seniority based preferences, such as for vacation selection,
20 voluntary assignments, holidays and leave preferences, hours of work, scheduling
21 and shift selection.

22 a. Military time earned prior to State employment and credited to the HRMN
23 continuous service hours counter, shall be removed from an employee's
24 continuous service hours.

25 b. Service in any excepted or exempted position which preceded entry into the
26 State classified service and which was credited to the HRMN continuous
27 service hours counter shall be removed from an employee's continuous service
28 hours.

29 c. Upon indefinite appointment to a position within these Bargaining Units, service
30 in any prior limited term appointment(s) within these Bargaining Units shall be
31 credited to the employee's Bargaining Unit seniority upon the employee's
32 request to the appropriate Human Resources official. This will only include
33 service in limited term appointments where the appointment expired. Limited
34 term employees who separated voluntarily or who were separated for cause
35 shall not have that time included in bargaining unit seniority under this
36 subsection.

37 d. Employees laid off out-of-line seniority shall continue to receive continuous
38 service credit for their period of lay off not to exceed three (3) years provided
39 that a less senior employee in the same class and level is still working at the
40 work location from which the employee was laid off.

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1 In the event two (2) or more employees are tied in seniority, seniority for
2 purposes of breaking the tie shall be determined by length of continuous
3 service at the current level and any higher level(s) and then at successively
4 lower levels of service. Ties in seniority which cannot be resolved on the basis
5 of seniority in accordance with this Section shall be resolved by reference to
6 the last four digits of the tied employees' social security number with the highest
7 four digit number receiving preference.

8 **B. General Application.**

- 9 1. The Employer will be required to apply seniority as defined in this Article only as
10 specifically provided in this Agreement and subject to any limitations set forth in
11 any particular Article or Section of this Agreement.
- 12 2. The seniority of Bargaining Unit members transferred prior to the effective date of
13 this Agreement, by Civil Service Commission action from other jurisdictions to the
14 classified State Civil Service, shall begin on the date specified in the Commission
15 action for each assumption, except as provided in Sub-paragraph 3. of this
16 Section.
- 17 3. The seniority of Bargaining Unit members who were transferred to the State
18 classified service by Civil Service Commission action pursuant to Act 61 of 1985
19 shall be as outlined in provisions of the contract addendum dated April 25, 1985,
20 which is hereby incorporated by reference. See Appendix F.
- 21 4. A State classified employee retired or retiring under the provisions of any State of
22 Michigan retirement system who obtains employment in a classified position shall
23 be credited with seniority in accordance with the current applicable Civil Service
24 Commission Rules. Retirement credit shall be earned in accordance with statutory
25 requirements.
- 26 5. An employee's continuous service record shall be broken and not bridged when
27 the employee separates from the State classified service by means other than
28 layoff, suspension, duty or non-duty disability retirement, or approved leave of
29 absence.

30 **C. Seniority Lists.**

31 For A.2. above the Employer will prepare seniority lists by Department, Agency, T.K.U.
32 or mail code, classification and level showing the seniority of all Unit employees on
33 the payroll as of the end of the pay period preceding the preparation date. The
34 seniority list shall be prepared at the end of the first pay period in October and at the
35 end of the first pay period in April, and will be made available for review by employees.
36 A copy of such lists shall be provided to MSEA.

37 An employee or MSEA shall be obligated to notify the Employer of any error in the
38 current seniority list within fifteen (15) week days after the date such list is made
39 available for review by employees. If no error is reported within this period, the list will
40 stand as prepared and will thereupon become effective for all applications of seniority

1 as specifically provided in this Agreement. For purposes of layoff, seniority shall be
2 continuous service hours as provided herein as of three (3) weeks prior to the date
3 the layoff notices are sent to employees. Any errors in seniority which occur between
4 the finalization of the seniority lists prepared in October or April and three (3) weeks
5 prior to layoff shall be corrected if reported by the employee within fifteen (15) week
6 days of notice of layoff.

7 **D. Seniority Limitation.**

8 All employees in or on layoff from a position in these Bargaining Units as of January
9 13, 1992, shall retain full seniority based on their continuous service prior to that date.

10 Employees entering these Units that have prior service hours from a Unit that restricts
11 or limits MSEA Bargaining Unit member's continuous service hours shall not be
12 credited with those hours and shall be credited with only those hours accrued within
13 these Units, plus any Unit(s) that recognize(s) MSEA Bargaining Units service hours
14 after entry for purposes described in Section A.2. of this Article.

15 For purposes of layoff, bumping, recall, overtime and transfer, the seniority of
16 excluded employees and non-represented eligible employees, who enter these
17 Bargaining Units, subsequent to the effective date of this Amendment (June 9, 2010),
18 shall be limited to those hours accrued within these Units.

19
20 **ARTICLE 12**
21 **LAYOFF AND RECALL PROCEDURE**

22 **A. Application of Layoff.**

23 MSEA recognizes the right of the Employer to lay off or to reduce the hours of
24 employment, including the right to determine the extent, effective date, and length of
25 such layoffs, for lack of funds, reduction in spending authorizations, lack of work, or
26 reasons of administrative efficiency. The Employer recognizes the importance of
27 seniority to MSEA members; however, the Employer shall have the right to determine
28 the positions to be vacated when a reduction is deemed necessary. Bumping, layoff
29 and recall of Bargaining Unit employees shall be exclusively governed by and in
30 accordance with the provisions of this Agreement and this Article.

31 For purposes of this Article the term class cluster shall apply only in those departments
32 where a class cluster has been approved in advance by the State Personnel Director
33 and the use of the approved class cluster for job changes, layoff, or recall has been
34 agreed upon in secondary agreements.

35 Layoff and recall shall be in accordance with procedures set forth in this Article with
36 the exception that they shall not apply to:

- 37 1. Temporary layoff of twenty (20) or less cumulative work days in a fiscal year except
38 as otherwise provided in the parties' settlement agreement specific to Arbitration
39 Award 54 390 0128 09 (Mittenthal 12-19-10). In such cases, employees will be laid
40 off by inverse seniority within classification and work site/unit and recalled by

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1 seniority. The Employer may lay off out of the line of seniority because of
2 function/specialty and/or funding source. However, layoffs within function/specialty
3 and funding source shall be by inverse seniority. Funding source is defined as
4 Restricted, Federal or General Fund for purposes of this Section. Where the
5 Employer determines to temporarily lay off all the Bargaining Unit employees in a
6 work site/unit it may do so provided all Unit employees in the work site/unit are laid
7 off in approximately equal numbers for an equal number of days. The Employer
8 shall, when temporary layoffs are being planned, inform the Union at least 14
9 calendar days in advance of the temporary layoffs. Employees shall be given
10 written notice of temporary layoff at least seven calendar days prior to the effective
11 date of temporary layoff.

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

16 Temporary layoff will only be used for:

17 a. Loss of funding which the Department or Agency does not expect to obtain or
18 make up within the temporary layoff period. Issuance of a Governor's Executive
19 Order or instructions by the State budget director to departments and agencies
20 to reduce spending in preparation for lapses of spending authorizations
21 necessary to balance the State budget shall be conclusive evidence of loss of
22 funding, but shall not be required. Losses of or reductions in federal funds,
23 restricted State funds, bond sales, or other sources of State revenues shall
24 qualify under this Section; or

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

28 Except as provided in this Section, when the Employer determines it is necessary to
29 expire a limited term appointment prior to the scheduled expiration date, an employee
30 so affected shall be given notice not less than seven (7) calendar days prior to the
31 new expiration date.

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

34 An employee with status acquired in a limited term appointment and separated
35 because of the expiration of that appointment may be reinstated within three (3) years
36 in any vacancy in any Department in the same class as that from which the employee
37 was separated. Such reinstatement may precede employment of any person on a Civil
38 Service employment list and any person with less seniority on a recall list. This Sub-
39 Section shall not apply in the case of a continuing State classified employee who
40 accepted an appointment to a limited term position under the same Appointing
41 Authority at an equal or higher level; in this situation the employee will be returned to
42 their former class, level, and work site.

1 When the Employer determines there is to be a layoff, employees who are scheduled
2 to be laid off shall be given such written notice not less than fifteen (15) calendar days
3 prior to the effective date of layoff. The Employer will, when layoffs are being planned,
4 inform MSEA as soon as practicable which under normal circumstances is hereby
5 deemed to be not less than thirty (30) calendar days and discuss upon request the
6 potential impact upon Unit employees caused by such layoff. The Employer shall
7 furnish the MSEA Central Association concurrent written notice of the name, seniority,
8 class titles, and current assignment location of employees holding positions scheduled
9 to be vacated. It is recognized that employee choices and ultimate bumping rights
10 preclude the Employer from providing information beyond what is required herein.
11 Whenever the Union has a good faith doubt as to the accuracy of any information
12 provided, it may request and shall promptly receive the right to a conference with the
13 particular Department/Agency for the purpose of receiving sufficient information to
14 explain Employer procedure or correct agreed upon errors. When layoffs and bumping
15 are completed, the Union shall be entitled to receive within thirty (30) calendar days,
16 a completed list identifying those employees who have been bumped or laid off.

17 **B. Voluntary Layoffs.**

18 When the Employer elects to reduce the work force, employees within the affected
19 classifications may request, in writing, preferential layoff out-of-line seniority. Said
20 requests shall be granted in seniority order. If granted, the Employer shall not contest
21 the employee's eligibility for unemployment compensation. Nothing in this Section
22 shall be construed to constitute a waiver of such employee's recall rights. The fifteen
23 (15) calendar day notice requirement in Section A above shall be waived for
24 employees requesting preferential layoff. Such employees shall not accrue seniority
25 while on layoff.

26 **C. General Layoff Procedures.**

- 27 1. Layoff shall be statewide within a Department or by geographic and/or
28 organizational layoff units as provided in departmental plans on file with the Civil
29 Service Commission on November 24, 1980, unless subsequently modified in
30 secondary negotiations. Layoff units shall be defined in secondary negotiations
31 upon request of either party.
- 32 2. Within a layoff unit, except where the use of approved class clusters have been
33 established by secondary negotiations, layoff shall be by Civil Service Commission
34 classification and level within a series by inverse seniority. Positions in a class
35 series which contain automatic level changes shall be considered to be at the
36 same class and level. Where the use of approved class clusters have been
37 established through secondary negotiations layoff shall be by inverse seniority
38 within the layoff unit and the approved class cluster.
- 39 3. No permanent employee shall be laid off until all limited-term and temporary non-
40 career appointments in the same classification (and approved class cluster, if
41 negotiated in secondary negotiations) and lay-off unit are terminated.

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1 4. Seniority for purposes of layoff, bumping and recall shall be as defined in Article
2 11, Section A.

3 5. Excluded employees and eligible employees, as defined by the Civil Service
4 Commission Rules and Regulations, who are not exclusively represented shall be
5 permitted to bump back into these Bargaining Units under procedures outlined
6 hereinafter.

7 6. Seniority of excluded employees and eligible employees who are not exclusively
8 represented for purposes of bumping into the Labor and Trades and/or the Safety
9 and Regulatory Units shall be computed as follows:

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

12 b. All persons who moved from the rank and file to an excluded or eligible non-
13 exclusively represented position prior to November 24, 1980, shall retain all
14 continuous service hours for purposes of seniority earned up to November 24,
15 1980, plus up to an additional 1,040 hours.

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

21 7. The Employer may lay off and recall out-of-line seniority because of:

22 a. Gender;

23 b. Manual communication skill;

24 c. Bilingual skill;

25 d. Civil Service Commission approved sub-class code (selective certification);

26 The exceptions listed in a. through d. shall only be made where there is a valid
27 occupational requirement and no alternative exists for preferring the less senior
28 employee.

29 The Employer shall give notice of such intent to MSEA and in accordance with Civil
30 Service Commission Rules and Regulations, upon request shall meet and confer
31 with MSEA about the impact of such determination.

32 **D. Bumping.**

33 The employee scheduled for layoff may elect either to accept layoff or bump to the
34 least senior position in the layoff unit for which the employee is qualified, as provided
35 in this Section. An employee scheduled for layoff who fails or is unable, in accordance
36 with Article 11, Section A., to exercise the option to bump to the least senior position
37 shall be laid off.

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

- 2 1. A vacant position which the Employer intends to fill; or, in the absence of such
3 vacancy,
- 4 2. The position occupied by the least senior employee as defined in Article 11,
5 Section A. above.

6 Within seven (7) calendar days of receipt of notification of layoff, the employee
7 scheduled for layoff shall notify the Employer of his/her decision to either accept layoff
8 or bump into the least senior position in the layoff unit in the next lowest level and
9 successively lower levels thereafter, within his/her current approved class series/class
10 cluster. Positions in a class series which contain automatic level changes shall be
11 considered to be the same class level. Alternatively, if it would result in a higher rate
12 of pay, an employee may bump into the least senior position in the layoff unit in a
13 former class series/approved class cluster at and below any level at which the
14 employee had satisfactorily completed his or her probationary period. This alternative
15 shall not apply to employees who were demoted from the higher paying class for
16 disciplinary reasons or who transferred from the higher class in less than satisfactory
17 employment status.

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

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

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

35 Except as specified in Sections C.5. and C.6. of this Article, employees outside these
36 Bargaining Units shall have no bumping rights to positions within these Units.
37 Bargaining Unit members have no bumping rights arising out of this Agreement to
38 positions outside these Units.

39 The issue of the use of an approved class cluster(s) for bumping purposes shall be a
40 proper subject for secondary negotiations at the request of either party.

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1 Bumping between employment types (e.g., full-time, part-time, etc.) shall be in
2 accordance with current departmental practice unless negotiated otherwise in
3 secondary negotiations.

4 Bargaining Unit members shall not receive travel expense or moving expense
5 reimbursement in connection with bumping or equivalent reassignment.

6 **E. Recall Lists.**

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

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

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

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

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

23 2. **Construction of Lists:** Each employee who is laid off from State employment who
24 bumps or who refuses reassignment to another county, or who is eligible to return
25 from a medical layoff in accordance with Article 16, Section C(2), shall have the
26 right, upon written request to his/her Appointing Authority within seven (7) days
27 subsequent to being laid off, to have his/her name placed on the Departmental
28 Recall List for the primary and any secondary classes for which he/she is eligible,
29 for any county or Agency/Facility in the Department at which he/she will accept
30 recall.

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

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

1 An employee may reactivate his/her name on appropriate recall lists and/or elect
 2 additional locations during their period of eligibility for recall by providing written
 3 notice to the Appointing Authority. Such additions shall, as soon as practicable, be
 4 included on recall lists prepared after the date of receipt. Provided, however, that
 5 an employee removed from a recall list in accordance with Section G. may not
 6 elect to be returned to the same list.

7 **F. Recall from Layoff.**

8 The provisions of this Section shall be applied subject to the exceptions listed in
 9 Section C.7. of this Article. Notice of recall shall be sent to the employee at his/her last
 10 known address by registered or certified mail.

11 When the Employer intends to fill a vacancy, the Employer may reassign employees
 12 in accordance with Article 13, within the county or Agency/Facility and within the
 13 class/approved class cluster and level of the vacancy, otherwise when the Employer
 14 intends to fill a vacancy, the Employer shall recall the most senior employee who is
 15 on the Departmental Recall List for such class and level and who has designated that
 16 county or Agency/Facility.

17 If no employee is on such Departmental Recall List, the Employer shall recall one of
 18 the three (3) most senior employees from the Statewide Interdepartmental Recall List
 19 for the class and level who have designated the county in which the vacancy exists
 20 as one to which he/she will accept recall. In the event there are less than three (3)
 21 names the Employer shall recall from the remaining available name(s) on the list.

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

25 **G. Removal of Names From Recall Lists.**

26 If an employee fails to respond within ten (10) calendar days from the registered or
 27 certified mailing date of the recall notice his/her name shall be removed from recall
 28 lists. An employee who fails to respond to a recall notice and who is subsequently
 29 removed from recall lists may, within thirty (30) calendar days of such removal, request
 30 reinstatement on all appropriate recall lists. The request must be in writing and include
 31 supporting documentation. After establishment of valid reasons for failure to respond,
 32 the unit employee shall be reinstated on all appropriate recall lists, but shall have only
 33 future recall rights. In addition, his/her name shall be removed from recall lists as
 34 provided below:

- 35 1. An employee who refuses or accepts recall to employment in his/her primary class
 36 in his/her original county shall be removed from all recall lists.
- 37 2. An employee who refuses or accepts recall to employment in his/her primary class
 38 in a county other than his/her original county shall be removed from all recall lists
 39 except for his/her original county.

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1 3. An employee who refuses or accepts recall to employment in a secondary class in
2 his/her original county shall be removed from all recall lists for that class and all
3 other secondary classes at that level and below.

4 4. An employee who refuses or accepts recall to employment in a secondary class in
5 a county other than his/her original county shall be removed from all recall lists for
6 that class and all other secondary classes at that level and below except at his/her
7 original county.

8 5. The parties agree that the recall rights, seniority and benefit credit of employees
9 who are separated or who resign from State employment are forfeited as a result
10 of such separation or resignation, except that an employee who resigns during the
11 first six (6) months of employment in a secondary class or in a class referred to
12 from the placement project, or is separated by the Employer during the first six (6)
13 months of employment in such class based on the inability to satisfactorily perform
14 required job responsibilities, shall retain all recall rights, and if recalled, shall retain
15 seniority and benefit credit.

16 **H. Limited Term Recall.**

17 In accordance with the provisions of this Article, employees shall designate agreement
18 to be recalled by county or Agency/Facility on a limited term basis when laid off.
19 Limited term recall shall also be on the basis of seniority. An employee who fails to
20 accept limited term recall to a county or Agency/Facility previously designated shall
21 be removed from that list. Removal from a limited term list shall be in accordance with
22 the provisions of Section G. of this Article and shall not affect the employee's place on
23 a permanent recall list. An employee whose limited term recall expires shall have no
24 bumping rights except in the case of a continuing State classified employee who
25 accepted limited term recall under the same Appointing Authority; under this situation
26 the employee shall be returned to the previous class/level and work site at the time of
27 limited term recall.

28 **I. Layoff and Recall Information to MSEA.**

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

31 The Departmental Employer shall provide to MSEA copies of recall forms completed
32 by employees.

33 The Departmental Employer agrees to provide to MSEA, upon request, copies of
34 Departmental and/or Statewide Interdepartmental Recall List(s) which were used to
35 recall Bargaining Unit employees.

36
37

ARTICLE 13
ASSIGNMENT AND TRANSFER

A. Definitions.

1. **Assignment.** An assignment is the particular job to be performed within a work location, on an assigned shift and schedule as directed by the Employer.
2. **Reassignment.** A reassignment is a change of assignment of a classified employee affected upon the Employer's initiative in accordance with Section C. of this Article.
3. **Relocation.** Relocation is the reassignment of an employee by management involving the mandatory change of personal residence.
4. **Transfer.** A transfer is a permanent change of assignment of an employee covered by this Agreement which is initiated by the employee.
5. **Original Vacancy.** A vacancy is a new or existing unfilled, permanent assignment which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy for purposes of transfer.
6. **Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the result of an employee being selected from the vacancy transfer list to fill the original vacancy.
7. **Subsequent Vacancies.** A subsequent vacancy is a vacancy which results from the filling of a secondary vacancy in accordance with this Article.
8. **Work Location.**
 - a. **Labor and Trades** - Work Location shall be defined as all the premises of a Department in a county, unless otherwise agreed to by the parties in a secondary level negotiation, except that each of the following shall be considered a separate location:
 1. A building or related group of buildings with twenty-five (25) or more employees in the Bargaining Unit.
 2. A building or group of buildings which constitutes a facility in the Departments of Health and Human Services, Corrections, and Education.
 3. In the Department of Corrections and the Department of Health and Human Services a "work location" is defined as (1) a facility, (2) multiple facilities that have shared services, or (3) facilities in close proximity to one another, not to exceed a distance of two miles.
 - b. **Safety And Regulatory** - Work location is a county or a facility within a county, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location. In the Department of Corrections, the geographic area of

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1 assignment for Fire Safety Inspectors shall be one of three regions as agreed
2 to by the parties. It is the intent of the Department of Corrections to minimize
3 non-primary duties of the classification as changes in the number and location
4 of positions occur. This definition shall be the subject of secondary negotiations
5 at the request of either party.

6 9. **Work Site.**

7 **Safety And Regulatory** - For the purpose of this Article each of the following shall
8 be considered a separate work site:

- 9 1. A building within a work location;
- 10 2. A building or group of buildings which constitute a Facility of the Departments
11 of Health and Human Services, Corrections, and Education, or organizational
12 field unit in the Department of Natural Resources;
- 13 3. In metro-Lansing area, the various administrative office locations for each
14 Department shall be considered as a single work site.

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

17 10. **Work Unit.**

18 **Labor And Trades** - Where applicable, establishment of work units will be
19 discussed at secondary negotiations.

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

21 12. **Qualified.** For purposes of this Article, except as provided in Section D., an
22 employee shall be deemed qualified if he/she is actively employed on a permanent
23 basis in satisfactory status in the same Department and Civil Service Commission
24 classification as the vacancy.

25 **B. General.**

26 1. An employee shall be given thirty (30) calendar days written notice prior to the
27 effective date of any reassignment involving a mandatory change in residence, or
28 change in work location in excess of twenty (20) miles from the employee's present
29 work location. If operational requirements are such that the employee is required
30 to report to the employee's new assignment before the thirty (30) day period
31 expires, the employee's eligibility for travel, lodging, and meal allowances shall be
32 extended by the same period of time the employee is required to report early.

33 2. Where reassignment with relocation is contested, the employee will accept the
34 reassignment and will be entitled to reimbursement for travel expenses in
35 accordance with the State Standardized Travel Regulations up to a maximum of
36 one hundred eighty (180) days while the appeal is being processed.

- 1 3. Reassignment of employees shall not be made in an arbitrary or capricious
2 manner. The Employer will attempt to minimize the negative impact upon the
3 employee affected by the reassignment.
- 4 4. Initial assignments and transfers are not grievable.
- 5 5. Reassignments will not be executed solely for disciplinary purposes.
- 6 6. When filling the original and secondary vacancies, the Employer will use seniority
7 as the basis for transfer, unless otherwise specified in this contract. Adequate and
8 timely notice shall be made available to all employees of this Unit eligible to transfer
9 to a vacancy.

10 **C. Assignment-Reassignment.**

- 11 1. **Right of Assignment.** Except as provided in this Article, the Employer shall have
12 the right and responsibility to assign employees to and within an Agency or work
13 location within their classification. In filling a vacancy the Employer shall continue
14 to have the right to assign or reassign a qualified employee subject only to the
15 provisions of this Article.
- 16 2. **Other Assignment.**
 - 17 a. Prior to utilizing provisions of Section D of this Article, the Employer may
18 reassign an employee, within the employee's work site/unit, provided that such
19 reassignment does not require a shift change. In reassigning an employee from
20 one work location to another or one work site/unit to another, or from one
21 assignment to another requiring a change in shift, the Employer shall reassign
22 the most senior qualified volunteer, if any. If there is no volunteer, then the
23 Employer shall reassign the least senior qualified employee, who has not been
24 reassigned across shifts or between work locations, within the immediately
25 preceding twelve (12) month period.
 - 26 b. The Employer will not reassign an employee to another classification if such
27 assignment would require compensation in a lower pay range. At work
28 sites/unit having multiple shifts, a redistribution of employees between shifts,
29 provided that there is no net gain of employees, shall be accomplished by
30 voluntary transfers of qualified employees by seniority from the other shifts at
31 that work site/unit. Failing to meet operational requirements via these transfers,
32 the Employer will reassign the least senior qualified employee, whenever
33 possible, who has not been reassigned across shifts within the immediately
34 preceding twelve (12) month period. To maintain a balance of experienced
35 employees in a manner requiring transfer out of line seniority on a shift,
36 agreements will be sought through the appropriate level Labor-Management
37 Meetings. An employee who refuses a reassignment to another county shall
38 not have such refusal treated as a layoff, however, he/she shall be entitled to
39 recall rights.
 - 40 c. When the Employer has a need to assign an employee(s) from one work
41 location to another or within a location, from one facility to another, all travel

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1 shall be by the most direct route. Travel in excess of the distance to the
2 employee's official work station shall be considered time in pay status and
3 reimbursable in accordance with State Standardized Travel Regulations
4 (Article 43, Section T). This provision shall not apply to a permanent change of
5 assignment.

6 d. Within the Department of Transportation, the parties agree that the matter of
7 temporary assignments, and associated travel expenses, that are the result of
8 assignments to and from winter maintenance/summer operation will be a
9 proper subject for secondary negotiations.

10 3. **Employee Conduct Reassignment.** An employee may be reassigned when an
11 employee's conduct or actions have been such that the employee's continued
12 presence in a work site/location will be detrimental to the continued effectiveness
13 of the work site/location or, the employee will be seriously hampered in the
14 effective performance of the employee's duties. An employee conduct
15 reassignment may be requested by the employee or initiated by the Employer, and
16 shall be reduced to writing and state the reason. Any employee conduct
17 reassignment requested by the employee shall not be grievable. Reassignment
18 shall not be executed solely for disciplinary purposes.

19 4. **Employee Demotion.** The Employer may fill a position by either voluntary or
20 involuntary demotion, of an employee in the Bargaining Unit, prior to transferring
21 or recalling employees.

22 5. **Relief Assignment.** Relief assignments may be made on a day to day basis by
23 the Employer in order to insure and establish adequate staffing within an
24 assignment or work location. Relief assignments may be utilized by the Employer
25 as a regular assignment. In the Labor and Trades Bargaining Unit, this shall not
26 be done to avoid the payment of overtime. In the Safety and Regulatory Unit
27 current practice for use of relief assignments shall continue unless modified in
28 secondary negotiations.

29 6. **Temporary Assignment.**

30 a. **Labor and Trades Unit.** The Employer may temporarily fill a vacancy to fulfill
31 operational requirements, including using employees from a layoff list without
32 being bound by the procedure of Section D of this Article. Such temporary
33 assignments shall not exceed ninety (90) calendar days per calendar year. In
34 the MDOT such temporary assignment shall not exceed one hundred twenty
35 (120) calendar days per calendar year without the mutual agreement of the
36 parties.

37 b. **Safety and Regulatory Unit.** The Employer may temporarily fill a vacancy to
38 fulfill operational requirements, including using employees from a recall list
39 without being bound by the procedure of Section D. of this Article. Such
40 temporary assignment(s) or reassignment(s) shall not exceed ninety (90)
41 calendar days per calendar year. Except for the Office of Inspector General of
42 the Department of Health and Human Services, temporary-assignment(s) or

1 reassignment(s) shall not exceed one hundred eighty (180) calendar days in a
 2 calendar year, unless extended by mutual agreement by the parties. However,
 3 temporary reassignments at work sites or locations outside the employee's
 4 permanent work location or county containing the employee's permanent work
 5 site will make the employee eligible for travel and meal allowances.

6 c. The Employer shall give preference in making temporary assignment(s) or
 7 reassignment(s) to most-senior qualified volunteers.

8 Where there are no qualified volunteers the Employer will likewise assign or
 9 reassign the least senior qualified employee.

10 7. **Labor & Trades-Winter Maintenance Assignments-MDOT Only.** The Michigan
 11 Department of Transportation shall post at each respective work location and shall
 12 furnish to the MSEA a list of employees identified as being subject to winter
 13 maintenance assignment annually, no later than August 30th.

14 The parties agree that the process for employees within MDOT who are
 15 temporarily assigned subject to winter maintenance operations within the Michigan
 16 Department of Transportation will be a proper subject of secondary negotiations.

17 The parties agree that this process will only apply to those employees within MDOT
 18 who are temporarily assigned annually for the purpose of winter maintenance
 19 operations.

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

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

24 b. In cases of employee conduct reassignment;

25 c. Within the Department of Health and Human Services, reassignment shall be
 26 confined to a Facility.

27 **D. Transfer.**

28 1. **General.** Except as provided in Article 12, Section F, permanent vacancies in
 29 classifications at work locations shall be filled in accordance with the provisions of
 30 this Article. The qualifications of employees applying for a transfer within their
 31 current classification and work location shall be given consideration in accordance
 32 with the following:

33 a. Whether the employee's experience and performance indicate overall ability to
 34 perform the work required in a satisfactory manner;

35 b. Employees on authorized sick leave for a period of more than two (2) weeks,
 36 from the time the Employer seeks to fill the vacancy or employees on leave of
 37 absence will be considered unavailable;

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- 1 c. Sub-class code, selective certification, selective position requirement or valid
2 occupational requirements in accordance with Article 12, Layoff and Recall.
- 3 d. Should the Employer raise a question of the physical fitness of an employee to
4 perform required work, the employee will not be held to a higher standard of
5 fitness than that which is currently necessary to secure employment in the
6 particular classification.
- 7 e. The procedure for tiered transfer priorities and transfer across shifts within the
8 same work location shall be a proper subject for secondary negotiations.

9 2. **Vacancy Transfer List.** Employees shall be entitled to express an interest in
10 transfer to other work locations, work sites and/or work units to which they would
11 like to transfer within their current classification which would allow them to retain
12 their same level. The issue of transfer priorities shall be a proper subject for
13 secondary negotiations. The issue of transfers within work locations, work sites
14 and/or work units of less than fifty (50) Bargaining Unit employees shall be a proper
15 subject of secondary negotiations only upon mutual agreement of the parties. The
16 Employer will establish vacancy transfer lists from which original and secondary
17 vacancies will be filled by qualified employees. Such vacancy transfer lists shall be
18 based upon the seniority list provided for under Article 11, Seniority.

19 Requests for transfers shall be made on the appropriate form and sent to the
20 Personnel Office. Lists will be updated on the first of each month. To be included
21 on the lists, transfer requests must be received by the Personnel Office by the 20th
22 of the preceding month. Lists of work locations and their classifications shall be
23 made available for review by employees. The issue of notice to employees of the
24 creation of a new work site, work location and/or work unit is a proper subject for
25 secondary negotiations. Transfer lists established as a result of such requests will
26 expire annually on September 30. The Employer shall provide notice to employees
27 no later than September 15 that transfer lists (or hardship transfer requests)
28 established by this Agreement are expiring on September 30.

29 Employees submitting transfer requests, shall indicate a maximum of three (3)
30 desired work sites, work locations and/or work units by county designation or other
31 appropriate designations as determined in secondary negotiations.

32 In notifying the applicant(s) on the vacancy transfer list, the Employer shall furnish
33 the employee the classification, work location, valid occupational, sub-class code,
34 selective certification or selective position requirements, and scheduled work days
35 of the vacancy.

36 3. **Original Vacancies.** Except as provided in Article 12, Section F., original
37 vacancies shall be filled by transfer of one of the three (3) most senior qualified
38 employees who have applied for the vacancy by properly designating the work
39 location(s) (which includes shift) of the vacancy on the vacancy transfer list
40 provided for in sub-section 2. above. Such transfer requests shall be submitted to
41 the personnel office in writing. If there are less than three (3) qualified employees
42 on the vacancy transfer list the Employer shall appoint one of the remaining

1 qualified employees on the transfer list. In the Department of Corrections,
2 Correctional Facilities Administration and the Department of Health and Human
3 Services, transfer requests from outside the Agency shall only be considered when
4 there are no qualified employees from the Agency on the transfer request list.

5 4. **Secondary Vacancies.** Secondary vacancies shall be filled in the same manner
6 as original vacancies.

7 5. **Subsequent Vacancies.** The Employer may fill subsequent vacancies at the work
8 location where such vacancies occur by means other than the vacancy transfer
9 list. Such methods include reassignment, reinstatement, rehire, return from LOA,
10 promotion and demotion.

11 Requests for transfers from outside the department shall be considered before
12 new-hires, inter-classification transfers, placement of trainees, and volunteers.

13 The Employer may make involuntary reassignments to subsequent vacancies in
14 accordance with Section C.3. of this Article and shall only be by inverse seniority
15 from the work location of the Employer's choice.

16 6. **Absence of Applicants on Vacancy Transfer List.** In the event that there are no
17 qualified applicants on a vacancy transfer list for the work location in which an
18 original or secondary vacancy occurs, and/or in the event that there are qualified
19 applicants but none has accepted an offer of appointment to the vacancy from the
20 vacancy transfer list, the original or secondary vacancy shall be filled as though it
21 were a subsequent vacancy.

22 7. **Removal from Vacancy Transfer List.** An employee who has designated a
23 preference for one or more work locations may voluntarily remove his/her name
24 from any vacancy transfer list for such work locations by providing the Employer
25 written request at any time prior to an offer of appointment being made by the
26 Employer to the employee. The name of an employee who declines an offer of
27 appointment from the vacancy transfer list shall be removed from the vacancy
28 transfer list for the work location in which the offered vacancy is located. An
29 employee departing on vacation may furnish the Employer, prior to departure, a
30 written indication of the priority order of one or more (up to three) of the employee's
31 designated work locations on the vacancy transfer list which he/she will accept
32 upon return from vacation. If such a vacancy arises during the period of the
33 scheduled vacation, the vacancy will be held open for the employee who shall be
34 obligated to accept it.

35 8. **Limitations.** The Employer shall not be required to consider:

36 a. An initial or continuing probationary employee;

37 b. Employees with an unsatisfactory service rating, or who have received a
38 disciplinary suspension within one year preceding the date of the transfer
39 request, or during the period between the application date and the date the
40 employee is considered for transfer;

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- 1 c. Employees who have been transferred as the result of a transfer request any
2 time during the immediately preceding twelve (12) month period (unless the
3 employee has transferred subsequent to being bumped in order to get closer
4 to the original work location and the new transfer request would get the
5 employee even closer), or transferred or reassigned as a result of an Employee
6 Conduct Transfer Reassignment, any time during the immediately preceding
7 twelve (12) month period;
- 8 d. Employees who have declined, or failed to respond to three (3) offers of transfer
9 within the immediately preceding twelve (12) month period;
- 10 e. **Safety and Regulatory**. Employees who do not possess the particular
11 qualifications for the assignment, including but not limited to:
- 12 (1) Special job skills;
- 13 (2) Physical requirements;
- 14 (3) Selective certification requirements;
- 15 (4) Specialized qualification requirements determined in secondary
16 negotiations.
- 17 9. **Hardship Transfers**. Legitimate hardship transfer requests to vacancies at
18 another work location submitted by MSEA shall be honored where the Appointing
19 Authority determines that a hardship exists and that to do so will not impair the
20 operating effectiveness of the Department or any sub-unit thereof. For purposes
21 of this Subsection, hardship means health condition of an employee or an
22 employee's immediate family (as defined as in Article 40 Section b.) requiring the
23 employee's presence or availability in another location for an extended period of
24 time. All hardship transfer requests shall be in writing to the employee's Appointing
25 Authority and clearly set forth the circumstances of the hardship. The Appointing
26 Authority will notify MSEA and the employee of the status of the request within
27 twenty (20) week days of receipt of the request. Transfer requests will expire
28 annually on September 30. Such transfer shall be given priority over other
29 voluntary transfer requests. MSEA agrees that the approval of such hardship
30 transfer by the Appointing Authority shall not be grievable if done in accordance
31 with the provision of this Subsection.
- 32 10. **Correcting of Staffing Imbalance**. Where the Employer seeks to correct a
33 staffing imbalance between or within work locations or work sites, the Employer
34 may consider transfer requests from an over staffed work site/work location prior
35 to considering transfer requests from other work sites. When the Employer intends
36 to utilize this provision the Employer shall give MSEA prior notice and shall, upon
37 request, meet with MSEA to discuss the details of such action.
- 38 11. **Exchange Transfer**. An exchange transfer may take place upon agreement of
39 involved employees, the Employer and MSEA.

1 **E. Expense Reimbursement.**

2 Employees who are reassigned with relocation under the provisions of this Article shall
3 receive reimbursement for incurred moving expenses in accordance with Article 37 of
4 this Agreement. In addition, they shall be allowed travel, lodging, and meal allowances
5 in accordance with the State Standardized Travel Regulations. If the Employer
6 conducts interviews related to this Article, an employee selected for interview shall be
7 allowed necessary and reasonable release from assigned duties and travel time
8 without loss of pay or benefits. Nothing in this Article shall preclude a Department from
9 paying expenses on a transfer with relocation.

10
11
12

ARTICLE 14
HOURS OF WORK

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

15 **A. Biweekly Work Period.**

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

19 **B. Work Days.**

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

25 **C. Work Shift.**

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

- 29 **Day Shift** - Starts between 5:00 a.m. and 1:59 p.m.
- 30 **Afternoon Shift** - Starts between 2:00 p.m. and 9:59 p.m.
- 31 **Night Shift** - Starts between 10:00 p.m. and 4:59 a.m.

32 Employees may be assigned to work rotating or relief shifts.

33 If a paid lunch period is provided by the Employer, the shift shall be eight (8)
34 consecutive hours. An unpaid lunch period shall not exceed one (1) hour and shall
35 normally be taken at or near the end of the first four (4) hours of work in accordance
36 with operational requirements.

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

10 The Employer reserves the right to establish or re-establish eight and one-half (8 ½)
11 or nine (9) hour shift schedules with one-half (½) or one (1) hour for unpaid lunch.
12 Meals previously provided to employees working eight (8) hour shifts may be canceled
13 when employees are changed to eight and one-half (8 ½) or nine (9) hour shifts as
14 provided herein.

15 **D. Work Schedules.**

16 Work schedules are defined as an employee's assigned hours, days of the week, days
17 off, and shift rotation. Schedules not maintained on a regular basis or fixed rotation
18 shall be posted as far in advance as possible, but at least fourteen (14) calendar days
19 prior to the beginning of the pay period to be worked. Where employees are assigned
20 to multiple shifts, the issue of bidding on such shifts shall be a proper subject for
21 secondary negotiations. Additionally, where multiple start times are available in a work
22 unit, at the request of either party the issue of bidding on start times shall be a proper
23 subject for secondary negotiations.

24 **1. Code 1 Employees**

25 Changes in work schedules may be made up to ninety-six (96) hours prior to the
26 beginning of the pay period to be worked. Any changes in scheduling shall be
27 confirmed in writing to the employee or posted on appropriate bulletin boards.

28 The regular work schedule of an employee in a Code I classification as indicated
29 in Appendices A & B shall not be altered within the work period provided in Section
30 A, above, solely to avoid premium overtime. Any change in work schedule not in
31 compliance with this Section shall result in compensation for hours worked outside
32 the regularly scheduled shift at one and one-half (1½) times the employee's regular
33 rate of pay. With the Employer's approval employees may voluntarily agree,
34 without penalty to the Employer, to changes in the work schedules. Scheduling
35 changes necessitated by requests initiated by employees shall be exempt from the
36 one and one-half (1½) time compensation required by this Section unless the
37 employee is otherwise placed in overtime status in accordance with Article 15.
38 Emergency scheduling may continue in accordance with current practice. The
39 issue of the temporary scheduling of Motor Carrier Officers who are required to
40 appear in court or attend mandatory training on a shift other than their regular shift
41 shall be a proper subject for secondary negotiations.

42 **2. Code 2, Code 3 and Law Enforcement Employees**

1 The regular work schedules of an employee in a Code 2, Code 3 or law
2 enforcement classification as indicated in Appendix B may be altered by the
3 Employer without penalty within the work period provided in Section A above.

4 **E. Meal Periods.**

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

16 **F. Rest Periods.**

17 There shall be one (1) fifteen (15) minute rest period during each four (4) hours worked
18 in a regular shift. The Employer retains the right to schedule employees' rest periods
19 and to shorten such periods to fulfill emergency operational needs. The Employer may
20 continue current practices regarding breaks taken in the course of operational duties
21 or on an irregular basis. Rest periods shall not be accumulated and, when not taken,
22 shall not be the basis for any additional pay or time off.

23 **G. Wash-Up Time.**

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

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

30 **H. Callback.**

31 Callback is defined as the act of contacting an employee at a time other than regular
32 work schedule and requesting that the employee report for work and be ready and
33 able to perform assigned duties. Employees who are called back or whose callback
34 time is contiguous to their regular working hours and employees who are called back
35 before they have left the Employer's premises will be paid only for those hours worked.
36 Employees who are called back and whose callback hours are not contiguous with
37 their regular working hours will be guaranteed a minimum of three (3) hours
38 compensation. Eligible callback time will be paid at the premium rate. When an
39 employee is on call and is called back to work the employee shall be compensated in
40 cash payment or compensatory time in accordance with the provisions negotiated in
41 secondaries in Article 15, Section E the premium rate for the hours of callback. These

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1 provisions do not apply to (1) exempt employees; (2) fruit and vegetable inspectors in
2 the Department of Agriculture, and (3) Permanent-intermittent employees, unless by
3 virtue of the callback the employee works in excess of eight (8) hours in a day or forty
4 (40) hours in a work week.

5 **I. On-Call.**

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

14 **J. No Guarantee or Limitation.**

15 This Article shall not be construed as a guarantee or limitation of the number of hours
16 per work day or work period. This Article is intended to be construed only as a basis
17 for overtime and shall not be construed as a guarantee of work per day or per week.
18 Overtime shall not be paid more than once for the same hours worked.

19 **K. Modified Work Schedules.**

20 Nothing in this Agreement shall be construed to limit the Employer's discretion to
21 establish, modify or abolish modified work schedules as are consistent with the
22 program needs of the Employer and do not violate Section A above. Plans proposed
23 by the Employer for the consideration of employees shall be provided to MSEA prior
24 to being provided to, and discussed with, employees. If the initial implementation of
25 any proposed plan would result in a layoff of a permanent employee, such provision
26 of the plan shall be negotiable. Code 1 employees on modified work schedules shall
27 only be entitled to overtime compensation for those authorized overtime hours in
28 excess of ten (10) hours in a workday or forty (40) hours worked in a work week or as
29 mutually agreed upon in secondary negotiations. Whenever the Employer intends to
30 modify or abolish all or part of a modified work schedule and such intent would have
31 an adverse impact on an employee(s), the Employer agrees to give fourteen (14)
32 calendar days notice for the employee to adjust personal schedules in order to comply
33 with such modification or abolishment. Any intended changes in modified work
34 schedules will first be provided to MSEA and will be discussed with MSEA on request;
35 however, such changes shall not be negotiable.

36 Where MSEA believes a substantial number of employees at a work site wish to
37 consider a modified work schedule, such matter will be discussed in a Labor-
38 Management Meeting, and shall be subject to secondary negotiations.

1 **L. Reduction in Hours.**

2 Nothing in this Article shall preclude an individual employee from requesting a
3 reduction of his/her hours and nothing shall preclude the Employer from granting such
4 request consistent with operational needs.

5 **M. Utilization of Leave Credits and Timekeeping.**

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

8
9 **ARTICLE 15**
10 **OVERTIME**

11 **A. Definitions.**

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

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

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

19 4. **Work Time.** Work time is defined as all hours actually spent in pay status including
20 travel time required by and at the direction of the Employer before, during or after
21 the regularly assigned work day, excluding sick leave, or annual leave other than
22 annual leave buy back.

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

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

28 7. **Overtime Rate.** The overtime rate shall be one and one-half (½) times the regular
29 rate.

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

33 **B. Eligibility for Overtime Credit.**

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

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- 1 1. An employee in a classification indicated as Code 1 in Appendices A or B shall be
2 compensated at the overtime rate for all authorized work time, as defined above,
3 in excess of (40) hours of work time in a work week or all consecutive hours in
4 excess of eight (8). This Paragraph shall not prohibit the application of Paragraph
5 6 of this Section.
- 6 2. An employee in a classification indicated as Code 2 in Appendix B shall be
7 compensated at the overtime rate for all authorized work time, as defined above,
8 in excess of forty (40) hours of work in a work week.
- 9 3. An employee in a classification indicated as Code 1 or Code 2 in Appendices A or
10 B who is on any modified work schedule shall be compensated at the overtime rate
11 for all authorized work time in excess of their regular working day or forty (40) hours
12 of work time in a work week.
- 13 4. The issue of compensating an employee in a classification indicated as Code 1 or
14 Code 2 in Appendices A or B employed at an Agency/Facility in the Department of
15 Health and Human Services hospitals and centers, or Military and Veterans Affairs
16 at the overtime rate for all authorized work time in excess of eight (8) hours of work
17 time in a day or eighty (80) hours of work time in a biweekly work period, shall be
18 a proper subject for secondary negotiations only upon mutual agreement.
- 19 5. Employees designated as law enforcement officers in Appendix B shall be
20 compensated at the overtime rate for all authorized hours of work time in excess
21 of eighty (80) in a biweekly work period.
- 22 6. When a Code 1 employee requests a work schedule adjustment within a work
23 week in lieu of accumulation of overtime and the Employer agrees, such
24 adjustment shall be made as long as the employee has not worked in excess of
25 forty (40) hours in the work week. For employees covered by Paragraph 4 or 5 of
26 this Section such work schedule adjustments may be made within the biweekly
27 work period.
- 28 7. An eligible employee may receive compensatory time off in accordance with the
29 provisions negotiated in secondaries in Article 15 Section E at time and one-half
30 (1 ½) for overtime hours worked within the pay period in lieu of cash payment for
31 such hours worked.
- 32 8. An exempt employee in a classification indicated as Code 3 in Appendix B is not
33 eligible for overtime compensation, however, such employee shall, with
34 supervisory approval, be entitled to absences from work without charge to leave
35 credits, in accordance with current departmental practice. The Departmental
36 Employer shall certify the employee has completed the reasonable equivalent of a
37 full eighty (80) hour pay period.

1 **C. Overtime Compensation.**

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

5 **D. Pyramiding.**

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

10 **E. Scheduling of Compensatory Time.**

11 Current systems of accumulating and scheduling compensatory time shall continue if
12 consistent with this Article. The issues of accumulation and scheduling of
13 compensatory time for any classification covered by this Agreement will be subject to
14 secondary negotiations.

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

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

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

33 **F. Overtime Procedure.**

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

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

4 Giving consideration to work assignments and organizational units in the Department,
5 the Employer agrees to distribute overtime work as equally as practicable to
6 employees who normally perform the assigned duties. Work locations or equalization
7 units, use of volunteers, maintenance of overtime rosters, scheduling days off, and
8 recognition of seniority in making overtime assignments are issues which may be
9 addressed in secondary negotiations if not covered by this Agreement.

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ARTICLE 16
LEAVES OF ABSENCE

13 **A. Eligibility.**

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

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

21 **B. Request Procedure.**

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

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

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

31 **C. Approval.**

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

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

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

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

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

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

42 In addition to the operational needs of the Employer and the employee's work
43 record, the Employer in considering requests for extension will consider verifiable

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1 medical information that the employee can return at the end of the extension period
2 with the ability to perform the essential job duties.

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

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

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

13 3. **Medical Layoff.** When an employee with five (5) or more years of continuous
14 service is denied a medical leave of absence, a medical layoff shall be entered
15 onto the employee's employment history rather than a separation for denial of
16 medical leave. The Employer shall notify the employee in writing of his/her
17 departmental recall rights in accordance with the provisions expressed in Section
18 C.2. of this Article and in accordance with Article 12 upon providing medical
19 certification within two (2) years of the date of denial of the employee's ability to
20 return to their regular job responsibilities.

21 This option may only be exercised once every ten (10) years. The ten (10) year
22 period will be calculated from the date of the request of the medical layoff and
23 counting back for the prior ten (10) years. Employees recalled under this provision
24 shall not have such time treated as a break in service.

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

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

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

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

38 c. If the requested leave of absence is for the purpose of permitting the employee
39 to serve as a Staff Representative for MSEA, such leave shall be for a minimum

1 of six (6) months renewable upon request of the employee, but shall not exceed
2 three (3) years.

- 3 6. **Waived Rights Leave of Absence.** The employee may request a waived rights
4 leave of absence of up to one (1) year in those situations when an employee must
5 leave his/her position for reasons beyond his/her control and for which a regular
6 leave of absence is not granted. Under such requests, the privacy of the employee
7 will not be violated. Employees do not have the right to return to State service at
8 the end of a waived rights leave of absence but will have the continuous nature of
9 their service protected, provided they return to work prior to the expiration of such
10 leave. All requests for a waived rights leave of absence must be made to the
11 employee's Appointing Authority in writing specifying the reason for the request.
12 An employee granted a waived rights leave of absence may not carry any annual
13 leave balance during such leave. The employee shall receive and be required to
14 sign a written explanation containing the following statement of conditions for a
15 waived rights leave of absence:

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

- 19 7. **Maternity/Paternity Leave.** Upon written request an employee shall, after the birth
20 of his/her child, or adoption of an infant under twelve (12) months of age, be
21 granted maternity/paternity leave for up to six (6) months. Maternity leave shall
22 commence immediately following the mother's medical leave or upon adoption of
23 an infant under twelve (12) months of age. Paternity leave shall commence no later
24 than six (6) weeks following delivery or upon adoption of an infant under twelve
25 (12) months of age. The Employer may grant an extension of such leave upon the
26 request of the employee, based on operational needs of the Employer.

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

- 28 1. An employee returning from an approved leave of absence of six (6) months or
29 less (other than waived rights) will be restored to a position in the employee's same
30 classification and previous work location in the Labor and Trades Bargaining Unit
31 or work site in the Safety and Regulatory Bargaining Unit.
- 32 2. An employee returning from an approved leave of absence of more than six (6)
33 months (other than a waived rights) will be restored to a position in the employee's
34 same classification and previous work location.

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

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

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

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

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

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

16 School/community participation leave shall be credited to employees on October
17 1 of each year, and shall not carry forward beyond the fiscal year.

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

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

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

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

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1 **ARTICLE 17**
2 **PERSONNEL FILES**

3 **A. General.**

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

9 **B. Access.**

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

27 **C. Employee Disagreements.**

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

1 **D. Employee Notification.**

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

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

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

10 **F. Confidentiality of Records.**

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

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

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

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

26 **G. Expunging Records.**

27 Upon employee request, records of disciplinary actions/interim service ratings shall
28 be removed from an employee's file twenty-four (24) months following the date on
29 which the action was taken or the rating issued, provided that no new disciplinary
30 action/interim service rating has occurred during such twenty-four (24) month period.
31 Written reprimands/formal counseling forms shall be removed from an employee's file
32 after twelve (12) months of satisfactory performance during which the employee has
33 not received less than a satisfactory service rating, been the subject of disciplinary
34 action, or received further written reprimands/formal counseling for the same or similar
35 reason(s). These provisions shall not prohibit the Employer from maintaining records
36 of disciplinary action arising out of violations of prohibited practices as defined in the
37 Civil Service Rules and Regulations. The provisions of this Section shall apply
38 retroactively. Any record eligible to be expunged under this Section shall not be used

1 in any subsequent hearing concerning the employee. No disciplinary action
2 maintained on an electronic Employee History Record, eligible for expungement, shall
3 be admissible in any step of the grievance procedure.

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

6 **H. Confidentiality of Medical Records.**

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

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

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

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ARTICLE 18
MSEA REPRESENTATION

30 **A. MSEA Representatives and Jurisdictions.**

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

- 34 1. **Work Location Definition.** For the purposes of this Article only, a work location is
35 a county or a facility within a county, or in those instances where employees have
36 a geographical area of assignment greater or lesser than a county, the
37 geographical area of assignment shall be considered the work location.

ARTICLE 18

- 1 2. At work locations of a Department, MSEA may designate Steward(s) to represent
2 such employees at such work locations. A Steward shall lose no normal pay or
3 leave credits while representing employees at the same work location.
- 4 3. Stewards or Chief Stewards operating within jurisdictional areas as agreed to in
5 secondary negotiations shall lose no normal pay or leave credits while
6 representing employees within the jurisdictional area or for related travel between
7 work locations within the jurisdictional area.
- 8 4. Where no Steward or Chief Steward is authorized or designated, or one
9 designated is temporarily not available, MSEA may designate any employee
10 covered by this Agreement to act as a temporary representative, provided that if
11 such employee is employed at another work location or in another Department he
12 or she shall be released for such purpose on accrued leave credits subject to
13 operational requirements and other criteria governing annual leave. Such
14 employee may represent employees across departmental lines.
- 15 5. Employees whose unplanned absence would remove service from an area shall
16 not be designated by MSEA as a temporary representative under this Section.
- 17 6. Stewards or Chief Stewards shall be employed in or on leave from a classification
18 in one of the Bargaining Units covered by this Agreement.
- 19 7. The issue and manner of release of department caucus spokespersons to
20 represent a Bargaining Unit member shall be a proper subject of secondary
21 negotiations.

22 **B. Chief Stewards.**

23 MSEA may designate one (1) Chief Steward per forty (40) employees or fraction
24 thereof in a department. Chief Stewards, designated by MSEA, shall have preference
25 in employment retention in the event of layoff and bumping. If the Chief Steward is
26 unable to exercise a bumping preference in accordance with Article 12 (d), then that
27 Steward may request placement to a vacant Bargaining Unit position that is
28 recognized by the Civil Service Commission on the pre-authorized lateral job change
29 list, provided by the Employer to MSEA, in existence at the time of the layoff. A Chief
30 Steward may also be designated as a Steward at a work location. At a work location
31 where no Steward has been authorized by secondary negotiations or the designated
32 Steward is not available, the Chief Steward may act as a temporary Steward without
33 loss of pay within jurisdictional areas as determined in secondary negotiations.

34 MSEA shall furnish to the Employer in writing the names of the designated Chief
35 Stewards with their jurisdictions and work locations, and the names of Stewards with
36 their work locations or their jurisdictions. MSEA shall do so within thirty (30) work days
37 after the effective date of this Agreement. Any changes or additions thereto shall be
38 forwarded to the Employer by MSEA in writing as soon as such changes are made.

39 The effective date of a Steward or Chief Steward designation shall be no earlier than
40 ten (10) work days following the date of notice to the State Employer.

1 Under no circumstances shall a Chief Steward be entitled to preference in
2 employment retention unless MSEA has provided such designation in writing to the
3 Employer at least thirty (30) days prior to the issuance of a layoff notice.

4 **C. Release of MSEA Representatives.**

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

13 **D. Union Leave.**

14 If any MSEA Representative(s) is expected to spend more than 25% (520 hours) of
15 the contract work year (beginning the effective date of this Agreement) in
16 representation activities, he/she may be so designated and identified by MSEA. Such
17 employees may be placed on "Union leave" by the Employer. They shall be relieved
18 of all work duties during the course of such leave; and MSEA shall reimburse the State
19 for the gross total cost of such employee(s) wages, and the Employer's share of
20 premiums for all insurance programs. A contract work year is defined as a twelve (12)
21 month period.

22 The employee's status for pay, benefits, insurance, retirement and other benefits shall
23 be identical to administrative leave. The request for Union leave and the approval by
24 the Employer and the acceptance by the employee shall constitute an
25 acknowledgment that the employee is to be considered as an employee of the Union
26 during the leave. Should an administrative board or court rule otherwise, MSEA shall
27 indemnify and hold the Employer harmless from any Worker's Compensation claims
28 by that employee arising during or as a result of the Union leave. If a Union
29 Representative actually uses 520 hours paid administrative leave during a contract
30 work year the parties will meet and confer regarding a resolution.

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ARTICLE 19
LABOR-MANAGEMENT MEETINGS

34 **A. Purpose.**

35 Labor-Management Meetings shall be for the purpose of maintaining communications
36 in order to cooperatively discuss and resolve problems of mutual concern to the
37 parties.

38 Agenda items to be discussed at such meetings are to be submitted at least seven (7)
39 calendar days in advance of the scheduled meeting dates. The method of establishing

ARTICLE 19

1 an agenda shall be a proper subject in secondary negotiations at the request of either
2 party. Appropriate subjects for the agenda are:

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

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

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

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

25 **B. Representation.**

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

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

32 **C. Scheduling.**

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

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

3 **D. Pay Status of MSEA Representatives.**

4 Up to the limit established in secondary negotiations MSEA Representatives to Labor-
5 Management Meetings shall be permitted time off from scheduled work without loss
6 of pay for necessary travel and attendance at such meetings. Based on operational
7 needs, MSEA member representatives will be authorized administrative leave for no
8 more than the number of hours in their regularly scheduled work day for each day's
9 session to cover travel time, caucus time, and attendance at the Labor-Management
10 Meeting. Administrative leave for the purposes of travel will be allowed at the rate of
11 one (1) hour for each fifty (50) miles or portion thereof to and from the meeting site.
12 Administrative leave shall be allowed for a minimum of one half (1/2) an hour of caucus
13 time prior to the meeting. Travel expenses and or overtime shall not be authorized for
14 attendance at Labor-Management Meetings.

15 **E. State Employer.**

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

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ARTICLE 20
WORK RULES

22 In accordance with Article 5 of this Agreement, Management Rights, and in
23 accordance with the Rules of the Michigan Civil Service Commission, the Employer
24 has the unlimited right to make reasonable work rules, including, but not limited to,
25 operational procedures and guidelines, which regulate conduct, safety and health of
26 employees. Additions to or changes in work rules promulgated by the Employer which
27 are generally applicable to employees in these Units shall be provided to MSEA
28 Central Office at least 30 calendar days prior to their effective date in non-emergency
29 situations. Should MSEA wish to discuss such work rules prior to their effective date
30 they shall so request as soon as possible but no later than 10 calendar days prior to
31 their effective date. Work rules promulgated on a local basis shall be discussed locally.
32 Work rules promulgated on a departmental level shall be discussed at the
33 departmental level. It is the intention of the parties that such discussions shall be held
34 in an informal context and shall not require the convening of a Labor-Management
35 Committee Meeting. If after timely notice by the Union such meeting cannot be held
36 prior to the implementation date because of Management's unavailability, the
37 implementation shall be delayed until such meeting can be held. Rule changes
38 established in emergencies shall be promulgated as soon as possible. MSEA shall
39 have the right to timely grieve the reasonableness of a work rule.

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

ARTICLE 21

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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.

1 **D. Medical Examinations.**

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

14 **E. Foot Protection.**

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

22 **F. Protective Clothing.**

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

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

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

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

39 2. **Department of Transportation**

ARTICLE 22

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

4 **G. Safety Glasses.**

5 The Employer reserves the right to require the wearing of suitable eye protection by
6 employees. In such cases, the Employer will provide such eye protection devices or,
7 if the Employer requires the employee to purchase approved safety glasses, the
8 Employer will furnish such glasses. If an employee needs corrective safety glasses,
9 the Employer shall also continue to furnish such glasses in the proper size after the
10 employee has presented the required prescription. Coverage for examinations shall
11 be in accordance with Article 43, Section F., Vision Care Insurance.

12 **H. Safety Inspection.**

13 When the Michigan Department of Licensing and Regulatory Affairs, or the
14 Department of Health and Human Services inspects a State facility in which
15 Bargaining Unit members are employed, a designated local MSEA Representative will
16 be notified by the Employer and, consistent with the operational needs of the
17 Employer, be released from work without loss of pay to accompany the Inspector in
18 those parts of the facility where such Unit members are employed. MSEA may
19 designate an employee to accompany an Inspector under the provisions of this
20 Section in the absence of a designated MSEA Representative on the premises.
21 Otherwise there shall be no obligation of the Employer except notification to MSEA.
22 An employee who acts as a designated MSEA Representative for the purposes of this
23 Section shall not be paid for time spent outside the employee's regularly scheduled
24 working hours. Such safety inspections may be requested to MIOSHA by MSEA when
25 there is reason to believe that a health or safety hazard exists in a particular work site.

26 **I. Contagious Diseases.**

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

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

37 The Employer acknowledges that the issue of contagious diseases and exposure to
38 communicable diseases is of significant concern to MSEA Bargaining Unit employees.
39 The parties agree that the Employer shall abide by the recommendations of CDC and
40 MIOSHA and any appropriate local health department related to contagious diseases

1 and that they shall consider recommendations by the U.S. Department of Health and
2 Human Services and the U.S. Department of Labor.

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

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

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

14 **J. Health and Safety Committee.**

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

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

27 2. The Employer agrees that when Health and Safety Committees have been
28 established by secondary negotiations, one member may be appointed by MSEA.
29 The MSEA Representative on such Committee will serve both Bargaining Units
30 and will be on leave without loss of pay while at meetings of the Committee. Such
31 Committee may meet bimonthly at the request of either party for the purpose of
32 identifying and correcting unsafe or unhealthy working conditions which may exist.
33 Items to be included on the agenda for such meetings must be submitted at least
34 seven (7) calendar days in advance of scheduled meeting dates. Where no items
35 are timely submitted, no such meetings shall be held.

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

40 Advice of the Health and Safety Committee, together with supporting suggestions,
41 recommendations, and reasons shall be submitted to the Appointing Authority or

ARTICLE 22

1 his/her designee for consideration, and for such action as may be deemed
2 necessary.

3 **K. Compliance Limitations.**

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

12 **L. Safety Evacuation Plans.**

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

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

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

19 **N. Employee Services Referral Program.**

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

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

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

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

34 MSEA agrees to make a good faith effort to have Stewards attend training sessions
35 sponsored by the Civil Service Commission on the Employee Services Referral
36 Program. The Employer agrees that Stewards scheduled for such training shall be
37 permitted time off from regularly scheduled work activities without loss of pay.

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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.

B. Effect of Separation.

An individual having separated from State service and no longer having reinstatement rights shall be required to serve an initial probationary period.

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.
- 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.

ARTICLE 25

- 1 4. The Employer's decision to deny supplemental employment shall not be made in
2 an arbitrary or capricious manner.
- 3 5. Should the Employer determine that an employee's supplemental employment
4 interferes with his/her regular work, exceeds departmental guidelines, or is in
5 violation of this Agreement, he/she will be given a written explanation of the reason
6 for the denial, and reasonable time to promptly terminate his/her supplemental
7 employment before being disciplined, requested to resign State service or
8 involuntarily terminated. In situations of conflict of interest in supplemental
9 employment which violates Civil Service Commission Rules, the supplemental
10 employment will be immediately terminated.
- 11 6. In the event that supplemental employment is denied by the Employer, the
12 employee may file a grievance under the expedited procedure where the employee
13 representative may verbally contact the Step 2 Employer representative, explain
14 the situation, and request an expedited grievance response.
- 15 Every effort will be made to resolve the grievance prior to the date the employment
16 is scheduled to begin including discussion of changes or modifications (if any) that
17 would eliminate the conflict.
- 18 This Article shall not be construed to limit or abridge the Employer's right to take
19 appropriate disciplinary action in response to violation of Civil Service Commission
20 Rules and/or failure to provide prior notification of supplemental employment to the
21 Employer.

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23 **ARTICLE 25**
24 **NON-DISCRIMINATION**

- 25 The Employer agrees to continue its policy against all forms of illegal discrimination
26 including discrimination with regard to race, creed, color, national origin, sex, age,
27 disability, height, weight, marital status, religion, political belief or sexual orientation or
28 genetic information that is unrelated to the person's ability to perform the duties of a
29 particular job or position.
- 30 MSEA agrees to continue its policy to admit all persons otherwise eligible to
31 membership and to represent all members without regard to race, creed, color,
32 national origin, sex, age, disability, height, weight, marital status, religion, political
33 belief or sexual orientation or genetic information that is unrelated to the person's
34 ability to perform the duties of a particular job or position.
- 35 In the event MSEA identifies concerns over any specific incident(s) of conduct in the
36 workplace by management, supervisory staff, and/or Bargaining Unit employees,
37 which are not otherwise addressed through agency work rules, Civil Service
38 Commission Rules and Regulations, or this Agreement. Upon request, MSEA and the
39 Office of the State Employer shall meet to review and attempt to resolve the concerns.

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

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ARTICLE 26
SEXUAL HARASSMENT

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

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

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

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ARTICLE 27
SMOKING

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

27 Smoking will not be permitted in any area where it is prohibited by law, fire or safety
28 regulations. Smoking areas will be posted in a noticeable fashion, as required by law.
29 Any area designated by law, fire or safety regulations as a nonsmoking area will be
30 posted as such.

31 The Employer's obligation under this Article will be consistent with available space
32 and other operational requirements. This Article shall not be subject to the grievance
33 procedure. However, modifications or changes in this area must be reviewed by the
34 Health and Safety Committee prior to implementation. Employees will cooperate with
35 the Employer and with each other to respect each other's right to work in a healthful
36 air environment. Efforts will be made by employees to minimize smoking that causes
37 genuine discomfort to fellow employees or to confine smoking to expressly designated
38 areas. To the extent possible, the Employer will designate a portion of all dining
39 area(s) as a nonsmoking area.

ARTICLE 28

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ARTICLE 28
POLYGRAPH EXAMINATIONS

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

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ARTICLE 29
TRAINING

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

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

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

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ARTICLE 30
STAFFING

30 The parties agree that a proper relationship of workload to staff is a desirable goal to
31 attain.

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

35 The parties agree that a proper subject in Labor-Management Meetings is criteria for
36 staffing ratios and reasonable production standards. The parties agree further to seek
37 opportunities for cooperative approaches to legislative bodies to accomplish
38 necessary staffing.

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ARTICLE 31
OPERATION OF STATE MOTOR VEHICLES

4 **A. General.**

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

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

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

18 **B. Commercial Drivers License.**

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

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

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

- 25 1. The Employer will reimburse the cost of the required CDL Group License and
26 Endorsements for those employees in positions where such license and
27 endorsements are required.
- 28 2. The Employer will reimburse, on a one-time basis, the fee for the skills test, if
29 required, provided the skills test is not being required because of the employee's
30 poor driving record. In that case, the employee is responsible for the cost of the
31 skills test. Where a skills test is required, the employee will be permitted to utilize
32 the appropriate State vehicle.
- 33 3. Employees shall be eligible for one grant of administrative leave to take the test to
34 obtain or renew the CDL. Should the employee fail the test initially, the employee
35 shall complete the necessary requirements on non-work time.
- 36 4. Employees reassigned to a position requiring a CDL shall be eligible for
37 reimbursement and administrative leave in accordance with paragraphs 1., 2. and
38 3. of this Section.

ARTICLE 31

- 1 5. Employees who transfer, promote, bump, or are recalled to a position requiring a
2 CDL are not eligible for reimbursement for obtaining the initial CDL but shall be
3 eligible for reimbursement for renewal.
- 4 6. Employees who fail to obtain, or retain, a CDL may be subject to removal from
5 their positions. Employees who fail required tests may seek a 90-day extension of
6 their current license, during which the Employer will retain the employee in their
7 current, or equivalent position. The Employer shall not be responsible for any fees
8 associated with such extensions. At the end of the 90-day extension, if the
9 employee fails to pass all required tests, the employee may be reassigned at the
10 Employer's discretion, in accordance with applicable contractual provisions, to an
11 available position not requiring a CDL for which the employee is qualified, or, if no
12 position is available the employee will be laid off without bumping rights and will
13 be placed on the departmental recall list, subject to recall in accordance with the
14 Agreement. Those employees not choosing to extend their license for the 90-day
15 period will be removed from their positions at the expiration of their current license
16 and may be reassigned at the Employer's discretion, in accordance with applicable
17 contractual provisions, to an available position not requiring a CDL for which the
18 employee qualifies, or, if no position is available they will be laid off without
19 bumping rights and will be placed on the departmental recall list.
- 20 7. Employees required to obtain a medical certification of fitness shall have the
21 "Examination to Determine Physical Condition of Drivers" form filed in their medical
22 file. A copy of the "Medical Examiners Certificate" shall be filed in their personnel
23 file. The Employer agrees to pay for the examination and to grant administrative
24 leave for the time necessary to complete the examination.
- 25 8. If the Employer requires an enhancement on an employee's personal operator's
26 license to conduct his or her assigned duties, then the Employer will reimburse the
27 cost to the employee.

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

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

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

39 The Omnibus Transportation Employees Testing Act of 1991 (Act) and its
40 implementing regulations provides that employees subject to performing safety
41 sensitive functions, as defined by the Act and/or accompanying regulations, are
42 subject to pre-employment, random, post-accident, reasonable suspicion, return-to-

1 duty and follow-up drug and/or alcohol testing. The parties agree that to protect the
2 safety of employees and the public, the workplace should be free from the risks posed
3 by using controlled substances and alcohol.

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

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11 1. **Self-Identification.**

12 Both the Employer and the Union will encourage employees to seek professional
13 assistance whenever necessary. An employee who voluntarily discloses a problem
14 with use of a controlled substance or alcohol abuse shall not be disciplined for
15 such disclosure, provided the employee discloses the problem prior to being
16 subject to testing under the Act, i.e. (a) has not been selected for random testing,
17 (b) is not in the process of complying with post-accident testing, (c) is not currently
18 being required to submit to reasonable suspicion testing, (d) is not undergoing pre-
19 employment testing for re-placement into the pool, etc. The employee shall be
20 referred to a Substance Abuse Professional (SAP). Employee absences will be
21 covered by available leave credits, or a medical leave of absence in accordance
22 with Article 16, Leaves of Absence, of this Agreement.

23 2. **Education and Training.**

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

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

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

31 4. **Pay Status of Employees.**

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

ARTICLE 31

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

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

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

12 6. **Union Representation.**

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

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

19 The Employer will utilize the form in Appendix K for describing the observations
20 concerning the appearance, behavior, speech or body odors of the employee that
21 were made by the supervisor (and witness, if any), and communicated to the
22 Departmental Drug/Alcohol Testing Coordinator (DATC) or DATC designee, which
23 gave reason for reasonable suspicion testing of the employee.

24 8. **Alternative Duty Assignment.**

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

31 9. **Refusal to Submit to Testing.**

32 Refusal to submit to any drug or alcohol test under provisions of the Act shall be
33 treated as a positive test result: a) for controlled substances, or b) alcohol, at the
34 .04% level.

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

38 11. **Controlled Substances.**

1 No driver shall report for duty or remain on duty requiring the performance of safety
2 sensitive functions when the driver uses any controlled substance, except when
3 the use is pursuant to the instructions of a physician who has advised the driver
4 that the substance does not adversely affect the driver’s ability to safely operate a
5 commercial motor vehicle.

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

9 **12. Physician’s Notification.**

10 If an employee covered by the Act is using a prescription drug containing a
11 controlled substance as defined in the Act, the employee must provide a statement
12 from the employee’s physician as provided below. In addition, the Employer agrees
13 it will not violate the employee’s right to privacy by contacting the attending
14 physician without specific written authorization.

15 An employee who reports for duty or remains on duty requiring the performance of
16 safety sensitive functions while using any controlled substance pursuant to the
17 instructions of a physician who has advised the driver that the medication does not
18 adversely affect the driver’s ability to safely operate a commercial motor vehicle,
19 shall furnish the Employer with the physician statement (in Appendix L) prior to the
20 performance of any safety sensitive functions.

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ARTICLE 32
WAGE ASSIGNMENTS AND GARNISHMENTS

24 The Employer will not impose disciplinary action against an employee for any wage
25 assignments or garnishments. An employee who is suffering garnishments or wage
26 assignments, or other withholding ordered by a court, or who is experiencing other
27 financial difficulties, is obligated to make arrangements with creditors that will cause
28 the least interference with the employee’s employment and the Employer’s operations.
29 It is understood and agreed that garnishments and/or related financial problems of an
30 employee which have an adverse impact upon job performance, may result in
31 disciplinary action. Garnishments will be handled in accordance with the State of
32 Michigan Financial Management Guide issued 7/9/2009 Part IV – Chapter 2, Sections
33 400, 450 and 500 or any other relevant sections.

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ARTICLE 33
POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS

37 **A. Position Descriptions.**

38 The duties, tasks, activities, and responsibilities of a position shall be those assigned
39 by the Employer. All or substantially all of such duties shall be reduced to writing and
40 reported on a position description form by the Employer. The position description form

ARTICLE 33

1 shall be regarded as the official position description for the position. As a convenience
2 to the Employer, composite position descriptions may be similarly established by the
3 Employer.

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

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

15 **B. Class Specifications.**

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

22 Upon individual employee request, the Employer will provide an employee with a copy
23 of the Civil Service Class Specification, and the employee's Position Description,
24 which will include sub class codes and/or selective position requirements, if applicable
25 for the classification and level to which the employee's position is allocated at the time
26 of such individual request.

27 **C. Journeyperson Certification.**

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

32 **D. Resolution of Classification Disputes.**

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

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

1 **E. Working Out of Class.**

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

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ARTICLE 35
MISCELLANEOUS BENEFITS

7 **A. Clothing.**

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

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

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

20 In those instances where the Employer requires trainees to appear in uniform at the
21 commencement of training, the Employer will reimburse the trainee for the actual cost
22 of such uniform not to exceed a total of \$40.00 per uniform upon satisfactory
23 completion of the required training program. No reimbursement shall be made for gym
24 shoes, athletic apparel or other clothing not part of a required uniform.

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

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

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

34 **1. Department of Natural Resources**

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

ARTICLE 35

1 **2. Department of Environmental Quality**

2 The Department shall provide Conservation officers serving as Environmental
3 Investigators a cleaning allowance of \$1,000.00 per fiscal year effective October
4 1, 2015, with \$250.00 to be paid during the first full pay period following October
5 1, January 1, April 1 and July 1.

6 **B. Tools and Equipment.**

7 The Employer agrees that when tools and equipment are furnished by the Employer,
8 such tools and equipment shall be in safe operating condition and shall be similarly
9 maintained. When the Employer introduces new tools or equipment, employees shall
10 be provided with adequate training, if necessary, in order to properly operate such
11 tools and equipment. Employees are responsible for reporting to the Employer any
12 unsafe condition or practice and for properly caring for the tools and equipment
13 furnished by the Employer. Employees shall not use such tools and equipment for
14 personal use. Tools and equipment which the Employer requires the employee to use
15 shall be made available to the employee within budgetary limitations and in
16 accordance with current practice, or as provided in secondary agreements in effect on
17 12/31/85. In the event such equipment is not made available, its use shall not be
18 required.

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

23 Where the Employer issues a weapon to employees to use during the course of their
24 regular assigned duties, the Employer shall also provide a safety device (i.e., a trigger
25 lock or other device which disables the weapon from being accidentally fired) for each
26 Employer issued weapon. In those instances where an employee may be permitted
27 to carry a concealed weapon during work time, upon request, a similar safety device
28 shall also be made available for a minimal fee or at no cost to the employee.

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

30 All claims and/or disputes involving theft, loss or damage to personal items shall be
31 resolved exclusively in accordance with the provisions of the Michigan Administrative
32 Manual Procedure 0620.02, issued August 15, 2000, or as amended and shall not be
33 subject to the grievance procedure. See Appendix H.

34 **D. Storage Space.**

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

1 **E. Parking.**

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

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

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

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

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

19 Where current practice so provides and where operational needs permit, the Employer
20 will continue to provide adequate employee lounge and/or eating areas in non-public
21 locations separated from employees' normal areas of work. The issue of providing
22 employees with such lounge and/or eating areas where current practice does not so
23 provide will upon request be a subject of secondary level negotiations, provided that
24 no obligation shall exist for the Employer to negotiate such issue for work sites where
25 space is not available. The Employer reserves the right to change lounge and/or
26 eating areas due to operational requirements. The proposed removal or relocation of
27 lounge and/or eating areas due to operational requirements shall be an appropriate
28 subject for Labor-Management Meetings provided for in Article 19 of this Agreement.

29 **G. Tuition Reimbursement.**

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

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

ARTICLE 35

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

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

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

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

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

15 **H. Legal Services.**

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

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

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

37 **I. Professional Fees and Subscriptions.**

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

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

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

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

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

19 **K. Jury Duty.**

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

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

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

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

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

ARTICLE 35

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

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

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

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

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

26 **L. Meals Without Charge.**

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

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

1 **M. Temporary Alternative Duty Assignment.**

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

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ARTICLE 36

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

11 **A. General Emergency.**

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

15 **B. Administrative Determination.**

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

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

22 When a State facility is closed by the Governor or his/her designated representative,
23 affected employees shall be authorized administrative leave not to exceed the period
24 of closure to cover their normally scheduled hours of work, unless such employees
25 can be temporarily reassigned to another facility or are able to perform appropriate
26 job responsibilities away from the facility. Individual employees of facilities ordered
27 closed may be required to work to perform essential services during the period of
28 closure. When such is the case, these employees shall be compensated in the manner
29 prescribed for employees who work under conditions of declared inaccessibility.

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

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

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

ARTICLE 37

1 **E. Additional Timekeeping Procedures.**

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

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

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

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ARTICLE 37
MOVING EXPENSES

18 **A. Persons Covered.**

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

25 **B. By Commercial Mover.**

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

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

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

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

1 for insurance costs not to exceed an additional \$.65 per pound of the total weight
2 of the shipment.

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

5 a. Appliance service;

6 b. Piano or organ handling charges;

7 c. Flight, elevator or distance carry charges;

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

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

14 **C. Mobile Homes.**

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

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

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

30 **D. Storage of Household Goods.**

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

34 **E. Temporary Travel Expense.**

35 From effective date of reassignment, up to sixty (60) calendar days of travel expense
36 at the new assigned work station are allowed. Extension beyond sixty (60) days, but
37 not to exceed a total of one hundred eighty (180) days, should be allowed due to

ARTICLE 38

1 unusual circumstances in the full discretion of the Employer. Authorized travel shall
2 include one (1) round trip weekly between the new work station and the former
3 residence.

4 **F. To Secure Housing.**

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

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ARTICLE 38
MOBILITY-CAREER ADVANCEMENT

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

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

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

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ARTICLE 39
PAID ANNUAL LEAVE

28 **A. Initial Leave.**

29 Upon hire, each permanent employee shall be credited with an initial annual leave
30 grant of sixteen (16) hours, which shall be immediately available, upon approval of the
31 Employer. The sixteen (16) hours initial grant of annual leave shall not be credited to
32 an employee more than once in a calendar year.

33 **B. Allowance.**

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

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ANNUAL LEAVE TABLE

<u>Service Credit</u>	<u>Annual Leave</u>
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

<u>Service Credit</u>	<u>Annual Leave</u>
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.

1 **D. Crediting.**

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

17 **E. Transfer and Payoff.**

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

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

23 **F. Annual Leave Cap.**

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

27 **ANNUAL LEAVE ACCUMULATION SCHEDULE**

28	<u>Years</u>	<u>Accrual</u>	<u>Accumulation Cap</u>	<u>Payoff Cap</u>
29	1 - 5	4.7	296	256
30	5 - 10	5.3	311	271
31	10 - 15	5.9	326	286
32	15 - 20	6.5	341	301
33	20 - 25	7.1	346	306
34	25 - 30	7.7	356	316
35	30 - 35	8.4	356	316
36	etc.			

1 **G. Utilization.**

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

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

9 **H. Banked Leave Time.**

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

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

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

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

24 **I. Scheduling.**

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

36 **J. Conversion to Sick Leave.**

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

ARTICLE 39

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

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

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

15 **K. Annual Leave Buy Back.**

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

25 **L. Annual Leave Freeze.**

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

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

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

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

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

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

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

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

12 **3. Reciprocal Agreement.**

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

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ARTICLE 40
PAID SICK LEAVE

20 **A. Allowance.**

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

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

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

ARTICLE 40

1 **B. Utilization.**

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

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

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

15 **C. Disability Payment.**

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

22 **D. Accumulation and Payoff.**

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

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

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

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

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

1	104 - 208	10
2	209 - 416	20
3	417 - 624	30
4	625 - 832	40
5	833 or more	50

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

8 **E. Proof.**

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

17 **F. Return to Service.**

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

22 **G. Transfer.**

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

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

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

30 **I. Bereavement Leave.**

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

ARTICLE 41

1 **J. Funeral Leave.**

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

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ARTICLE 41
SALARY SCHEDULE AND RELATED MATTERS

8 **A. Computation of Salaries.**

9 It is mutually agreed that the compensation schedule in effect September 30, 2016,
10 will be the compensation schedule used in determining rates of pay for Bargaining
11 Unit employees covered by this Agreement.

12 **B. Pay Periods.**

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

16 **C. Pay Days.**

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

35 **D. Authorized Payroll Deductions.**

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

39 Dental Insurance

- 1 Union Dues/Fees
- 2 Life Insurance
- 3 Deferred Compensation
- 4 U.S. Bonds
- 5 Mandatory Child Support deductions (when ordered by a court)
- 6 Income Protection Insurance (LTD)
- 7 Time purchase for retirement (in accordance with current practice)
- 8 Vision Care Insurance
- 9 Medical Hospitalization Insurance
- 10 Parking fees (State operated parking lots)
- 11 Flexible Spending Accounts

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

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

27 **E. Michigan Educational Trust.**

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

34 It is understood that initiation and continuation of the M.E.T. Payroll Deduction
 35 Program is subject to the provisions of applicable statutes and regulations, and will be
 36 administered in accordance with such laws and regulations. Should the State
 37 determine to alter, amend, or terminate such M.E.T. Payroll Deduction Program, the

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1 State will provide the Union advance notice and, upon Union request, meet to review
2 and discuss the reasons for such actions prior to their implementation.

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

8

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ARTICLE 42
INCORPORATION OF APPENDICES

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

13

14

15

ARTICLE 43
COMPENSATION

16 **Section A. Wages.**

17 **FISCAL YEAR 2016-2017**

18 a. On October 1, 2016 the base hourly rate in effect at 11:59 p.m. on September 30,
19 2016, for each step in the Bargaining Units shall be increased by 1%.

20 b. At the end of the first full pay period in October 2016, each full-time employee who
21 is on the payroll as of October 2, 2016, and who has accumulated no less than two
22 thousand eighty (2080) hours of current continuous service since October 1, 2015,
23 shall be paid a one-time cash payment of 1.5% of the annualized base hourly rate
24 of pay in effect as of October 2, 2016, which shall not be rolled into the base wage.
25 For a full-time employee who has accumulated less than two thousand eighty
26 (2080) hours of current continuous service since October 1, 2015, this payment
27 shall be pro-rated based on the ratio between the employee's actual continuous
28 service hours earned after October 1, 2015, and two thousand eighty (2080) hours,
29 times 1.5% of the annualized base hourly rate of pay in effect as of October 2,
30 2016.

31 At the end of the first full pay period in October 2016, or the first subsequent pay
32 period in Fiscal Year 2016-2017 for which the employee receives a pay check,
33 each Permanent-intermittent employee, part-time employee, or seasonal
34 employee, who is on the payroll as of October 2, 2016, and who was either: (1) on
35 the payroll on October 1, 2015, (2) on furlough on October 1, 2015, or (3) on
36 seasonal layoff on October 1, 2015, who has accumulated less than two thousand
37 eighty (2080) hours of current continuous service between October 1, 2015, and
38 September 30, 2016, shall be paid a one-time cash payment which shall not be
39 rolled into the base wage. For each such employee, this payment shall be pro-

1 rated based on the ratio between the employee's actual continuous service hours
 2 earned between October 1, 2015, and September 30, 2016, and two thousand
 3 eighty (2080) hours, times 1.5% of the annualized base hourly rate of pay in effect
 4 as of October 2, 2014.

5
 6 **Section B. Special Pay Premiums.**

7 **1. Heights and Tunnels Premium**

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

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

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

17 Work in caissons is not considered tunnel work.

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

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

26 **Section C. Group Insurances Enrollment.**

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

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

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

ARTICLE 43

1 of more than 40 hours per biweekly pay period for a period expected to last six months
2 or more shall be considered as working a regular work schedule of more than 40 hours
3 for the period of the temporary schedule adjustment.

4

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

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

11 **Section D. Health Insurance.**

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

- 19• The State Health Plan Preferred Provider Organization (SHP PPO)
- 20• Health Maintenance Organization(s) (HMOs),
- 21• A Catastrophic Health Plan

22

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

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

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

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

32 **(b) Prescription Drugs.**

33 In order to promote the usage of generic prescription drugs to reduce costs
34 while maintaining the quality of care, the Pharmacy Benefit Manager (PBM) will
35 automatically substitute an approved generic drug for prescriptions written for
36 multi-source brand name drugs, except for a list of narrow therapeutic index
37 agents, e.g., Dilantin. In those instances when a physician prescribes a multi-
38 source brand name drug and indicates on the prescription, "Dispense As

1 Written” or DAW, the brand name drug will be dispensed and the enrollee will
2 pay the applicable preferred or non-preferred brand name co-payment plus the
3 difference in cost between the generic drug and the brand name drug. Brand
4 name drugs are deemed to be non-preferred because of the availability of a
5 generic equivalent or a therapeutically or chemically equivalent brand name
6 drug. Maintenance drugs filled at a participating retail pharmacy will only be
7 approved up to a 34-day supply.

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

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

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

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

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

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

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

30 **(e) Hospice Care.**

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

37

38

39

1 **(f) Birthing Centers.**

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

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

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

12 **(h) Weight Reduction.**

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

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

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

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

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

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

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

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

34 **(k) Smoking Cessation**

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

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

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

5

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

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

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

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

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

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

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

32 **(m) Subrogation.**

33 In the event that a Plan member receives services that are paid by the SHP
34 PPO, or is eligible to receive future services under the SHP PPO, the SHP PPO
35 shall be subrogated to the participant's rights of recovery against and is entitled
36 to receive all sums recovered from, any third party who is or may be liable to
37 the participant, whether by suit, settlement, or otherwise, to the extent of
38 recovery for health related expenses. A participant shall take such action,
39 furnish such information and assistance, and execute such documents as the

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1 SHP may request to facilitate enforcement of the rights of the SHP and shall
2 take no action prejudicing the rights and interests of the SHP.

3 **(n) Telemedicine**

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

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

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

21

22 **2. Health Maintenance Organization (HMO).**

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

26

27 **Section E. Dental Expense Plan.**

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

- 32 • The State Dental Plan Preferred Provider Organization
- 33 • A Dental Maintenance Organization
- 34 • A Preventive Dental Plan

35

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

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

41 **(1)** Diagnostic Services:

1 Oral examinations and consultations twice in a fiscal year.

2
3 **(2) Preventive Services:**

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

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

8 Space maintainers for children up to age 14.

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

11
12 **(3) Radiographs:**

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

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

16
17 **(4) Minor Restorative Services (fillings):**

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

19 Gold inlay and outlay restorations.

20
21 **(5) Major Restorative Services:**

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

24
25 **(6) Oral Surgery:**

26 Extractions, including those provided in conjunction with orthodontic
27 services;

28 Cutting procedures; Treatment of fractures and dislocations of the jaw.

29
30 **(7) Endodontic Services: Root canal therapy;**

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

33 Periapical services to treat the root of the tooth.

34
35 **(8) Periodontic Services:**

36 Periodontal surgery to remove diseased gum tissue surrounding the tooth;

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

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

42
43 **(9) Bonding:**

44 The dental plan covers cosmetic bonding for the eight (8) front teeth of
45 children between the ages of 8-19 years of age. Cosmetic bonding is a
46 covered benefit when it is required because of severe tetracycline staining,

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1 severe fluorosis, hereditary opalescent dentin, or ameleogenesis
2 imperfecta.

3
4 **(10) Prosthodontic Services:**

5 Repair or rebasing of an existing full or partial denture;
6 Initial installation of fixed bridgework;
7 Implants;
8 Initial installation of partial or full removable dentures (including
9 adjustments for six [6] months following installation);
10 Construction and replacement of dentures and bridges (replacement of
11 existing dentures or bridges is payable when five [5] years or more have
12 elapsed since the date of the initial installation).

13
14 **(11) Sealants:**

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

20
21 **(12) Orthodontic Services:**

22 Minor treatment for tooth guidance;
23 Minor treatment to control harmful habits;
24 Interceptive orthodontic treatment;
25 Comprehensive orthodontic treatment;
26 Treatment of an atypical or extended skeletal case;
27 Post-treatment stabilization; Separate lifetime maximum of \$1,500 per
28 each enrollee; Orthodontic services for dependents up to age 19; for
29 enrolled employee and spouse, no maximum age. Orthodontic coverage
30 shall be extended to each dependent up to age 25 if the dependent is a
31 full-time student at an accredited institution.

32
33 **(c) Dental At-Point-of-Service PPO**

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

37
38 **Section F. Vision Care Insurance.**

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

45

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

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

4
5 (2) **Suitability Exam:** A contact lens suitability exam determines whether you
6 can wear contact lenses. The fee for this exam is included in the
7 allowance for the contact lenses.

8
9 (3) **Replacement Frequency:** The Plan will cover eyeglass lenses, frames or
10 contact lenses once every twelve (12) months if there is a prescription
11 change.

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

18
19 (5) **Special Lenses:** The Plan will cover slab off prism and prism lenses with
20 no additional charge to the employee. Lenticular lenses are payable as
21 defined in item 3 above.

22
23 (6) **Contact Lenses**

24
25 **Medically Necessary:** The Plan will cover medically necessary contact
26 lenses once every twelve (12) months with an employee co-payment
27 identified in Appendix M-4. Medically necessary means (a) must correct
28 the member's acuity to 20/70 or better in the better eye or (b) the member
29 has one of the following visual conditions: keratoconus, irregular
30 astigmatism, or irregular corneal curvature.

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

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

41
42 (8) **Lens Options:** The Plan will cover Rose Tint 1 and Rose Tint 2 or
43 Photochromatic tint at no additional charge to the employee

44
45 (c) Plan payments for out of network providers are identified in Appendix M-4.

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(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.

- 1 5. The monthly benefit level maximum is \$5,000.00.
- 2 6. The eligibility period for Plan II claimants who remain totally disabled shall be
3 reduced from age 70 to age 65, or for a period of 12 months, whichever is greater.
- 4 7. The benefit period for “mental/nervous” claims shall be limited to 24 months from
5 the beginning of the time a claimant is eligible to receive benefits. This limitation
6 does not apply to mental health claims where the claimant is under in-patient care.
- 7 8. The waiting period for receipt of LTD benefits shall be 14 calendar days or the
8 exhaustion of sick leave credits.
- 9 9. An employee may “freeze” any sick leave accrued during the period when he/she
10 is using up sick leave because of the disability which leads directly to receiving
11 LTD benefits.
12

13 **Section H. Life Insurance.**

14 **a. Employee Life:** The Employer shall provide a State-sponsored group life
15 insurance plan which has a death benefit equal to two (2) times annual salary
16 rounded up to the nearest \$1,000, with a minimum \$10,000 benefit. The
17 Employer shall pay one hundred percent (100%) of the premium for this benefit.
18 Less than full-time employees who are eligible for enrollment in the Plan in
19 accordance with Appendix C shall have their benefit level determined as if they
20 were working full-time in a full-time position.

21 **b. Dependent Life:** An employee may enroll legal spouse and/or eligible children
22 in a dependent life insurance plan. Dependent children must be unmarried and
23 between the ages of 14 days and 23 years. The age ceiling under the optional
24 life insurance plan shall not apply to dependents who are documented as being
25 incapacitated by a physical or mental impairment, provided coverage does not
26 terminate for any other reason.

27 **(1)** Employee pays one hundred percent (100%) of premium for optional
28 dependent coverage via payroll deduction.

29 **(2)** Employee may choose between seven (7) levels of dependent coverage:

30 **(a)** Level one insures spouse for \$1,500 and children from age 15 days
31 to 23 years for \$1,000.

32 **(b)** Level two insures spouse for \$5,000 and children from age 15 days
33 to 23 years for \$2,500.

34 **(c)** Level three insures spouse for \$10,000 and children from age 15 days
35 to 23 years for \$5,000.

36 **(d)** Level four insures spouse for \$25,000 and children from age 15 days
37 to 23 years for \$10,000.

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1 (e) Level five insures children only from age 15 days to 23 years for
2 \$10,000.

3 (f) Level six insures spouse for \$50,000 and children from age 15 days
4 to 23 years for \$15,000.

5 (g) Level seven insures children from age 15 days to 23 years for
6 \$15,000.I. Accidental Death Insurance.

7 **I. Accidental Death Insurance.**

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

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

11 **a. Upon Layoff.**

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

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

37 **b. Upon Leave.**

38 Employees who are granted a leave of absence may elect to continue
39 enrollment in the SHP PPO (or alternative plan) at the time the leave begins.
40 Except as may be otherwise provided in the Federal Family and Medical

1 Leave Act, for continuation of health plan benefits, such employees shall be
 2 eligible for continued enrollment during the leave of absence by paying the
 3 full amount (100%) of the premium. Such employees may also elect, at the
 4 time the leave begins, to continue enrollment in the life insurance plan for
 5 up to twelve (12) months by paying the full amount (100%) of the premium.
 6 Such employees may likewise elect to continue enrollment in the Group
 7 Dental Plan (or alternative plan) and/or Group Vision Plan for up to eighteen
 8 (18) months by paying the full amount (100%) of the premium.

9 **c. Upon Death.**

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

16 **d. Continuation of Life Insurance Coverage in the Event of Total**
 17 **Disability.**

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

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

24 The employee shall receive life insurance coverage fully paid by the
 25 Employer for as long as the employee is totally disabled. All premium
 26 payments made by the employee prior to establishing Total Disability shall
 27 be reimbursed to the employee. The benefit level is the amount in force on
 28 the day the employee becomes totally disabled; however, if the employee
 29 is totally disabled on his/her 65th birthday, the employee shall be
 30 considered retired and the life insurance coverage shall be the same as if
 31 the employee had retired.

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

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

1

2 **Section L. Voluntary Benefits**

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

11

12 **Section M. Shift Premium Payment.**

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

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

20 2. Shift premium shall be paid to eligible employees for each shift where fifty percent
21 (50%) or more of their regularly scheduled shift falls between the hours of 4:00
22 p.m. and 5:00 a.m.

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

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

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

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

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

1 **Section N. Hazard Pay.**

- 2 1. Classes responsible for custody and supervision of inmates in addition to regular
3 duties (formerly designated "P" rate classes) shall receive \$.40 per hour above
4 regular rates.
- 5 2. Eligibility for "P" rate shall be as follows:
- 6 a. Is responsible on a regular and recurring basis for the custody or supervision
7 of residents under the jurisdiction of the Department of Corrections, Bureau of
8 Correctional Facilities;
- 9 b. Is assigned to a position within the security perimeter of an institution within the
10 Bureau of Correctional facilities;
- 11 c. Is assigned to a work station within a Department of Corrections, Bureau of
12 Correctional Facilities institution which involves regular and recurring contact
13 (25% or more of work time) with the Department of Corrections residents. Any
14 disputes arising under this paragraph shall be resolved by the Michigan State
15 Employees Association and the Office of State Employer;
- 16 d. Works in a "covered position" within the meaning of P.A. 351 of 1988, as may
17 be amended;
- 18 e. Is assigned to replace an employee receiving hazard pay within a security
19 perimeter for the period of such replacement, provided s/he replaces the
20 employee for a minimum of a seven (7) hour work day and any consecutive
21 scheduled work. The Employer agrees that it shall not reassign employees for
22 the purpose of avoiding the payment of hazard pay under this sub-paragraph.
- 23 3. Positions in departments other than Department of Corrections must supervise
24 residents assigned from Department of Corrections, Bureau of Correctional
25 facilities.
- 26 4. Incidental contact such as passing by a resident porter does not qualify a position
27 for hazard pay.
- 28 5. In addition, those positions eligible for "P" rate which are:
- 29 a. Assigned to close, maximum and administrative segregation work units within
30 the security perimeter of a Department of Corrections, Bureau of Correctional
31 Facilities institution which is designated by the Michigan Corrections
32 Commission as having 1) a close, maximum or administrative segregation
33 overall rating, or 2) a close or medium overall rating which would contain an
34 administrative segregation unit; and
- 35 b. Occupied by a Bargaining Unit employee having two (2) years (4,176 hours) or
36 more of continuous service in the Bargaining Unit; shall receive an additional
37 ten cents (\$.10) per hour [for a total of fifty cents (\$.50) per hour].

1 **Section O. Personal Leave Days.**

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

11 When an employee has submitted a written request to utilize a personal leave day at
12 least ninety-six hours prior to the beginning of the pay period and when such request
13 has been denied, the employee may present a grievance to the Step One
14 Representative with a request to expedite the grievance. If not expedited to the
15 satisfaction of the Union, the Union may verbally contact the Step Two
16 Representative, explain the situation, and request an expedited answer. At each step,
17 every effort will be made to answer the grievance prior to the date the personal leave
18 is to be taken.

19 **Section P. Longevity.**

20 1. **Eligibility**

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

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

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

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

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

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

1 c. **Annual Payments**

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

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

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

11 e. **Lost Time Considerations**

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

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

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

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

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

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

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

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

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

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

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

6 **Section Q. Holidays.**

7 1. The following are designated holidays:

8 New Year's Day Veteran's Day

9 Martin Luther King Day Thanksgiving Day

10 President's Day Thanksgiving Friday

11 Memorial Day Christmas Eve Day

12 Independence Day Christmas Day

13 Labor Day New Year's Eve Day

14 General Election Day (In Even Numbered Years)

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

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

22 **Section R. Severance Pay.**

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

29 1. **Definitions.**

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

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

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

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

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

12 b. Employees with a temporary or limited term appointment having a definite
 13 termination date.

14 3. **Time and Method of Payment**. After an employee has been laid off for six (6)
 15 months in accordance with the provisions of this Section, he/she shall be notified
 16 by the Agency in writing that he/she has the option of remaining on the recall list(s)
 17 or of accepting a lump sum severance payment and thereby forfeiting all recall
 18 rights. The employee must notify the Agency in writing of his/her decision either to
 19 accept the severance payment or to retain recall rights. An employee who does
 20 not notify the Agency in writing of his/her decision shall be deemed to have elected
 21 to retain recall rights.

22 If the employee chooses to remain on recall and rejects the payment, the employee
 23 has the option at any time within the next six (6) months of accepting the lump sum
 24 severance payment and thereby forfeiting all recall rights. An employee who
 25 reaches such decision during the second six (6) month period shall notify the
 26 Agency in writing of his/her decision.

27 An employee who has been laid off for twelve (12) months shall be notified by the
 28 Agency in writing that he/she must choose either to accept the lump sum
 29 severance payment or to reject such payment. By rejecting such payment, the
 30 employee shall retain recall rights in conformance with the provisions of this
 31 Agreement and shall have no further opportunity to receive severance payment.
 32 The employee must notify the Agency in writing of his/her decision within fourteen
 33 (14) calendar days of receipt of the Agency's notification. An employee who does
 34 not notify the Agency in writing of his/her decision to accept the severance
 35 payment shall be deemed to have permanently rejected such payment and to have
 36 retained recall rights in accordance with Article 12. If an employee elects to accept
 37 the lump sum payment, the employee's name shall be removed from all recall lists
 38 and such payment shall be made by the Agency within sixty (60) calendar days of
 39 receipt of the employee's decision.

ARTICLE 43

- 1 4. **Disqualification.** An employee laid off as defined in this Section who has not
2 elected in writing to accept severance payment shall be disqualified from receiving
3 such payment under the following conditions:
- 4 a. If the employee is deceased.
- 5 b. (1) If the employee is hired for any position within the State classified
6 service:
- 7 • If such employment requires a probationary period, upon successful
8 completion of such period.
- 9 • If no probationary period is required, upon date of hire.
- 10 • If a probationary period is required and the employee does not successfully
11 complete such required probationary period and is therefore separated,
12 such time of employment shall be bridged for purposes of the time limits in
13 Sub-section R-3. Above.
- 14 b. (2) If the employee is hired for any position outside of the State Classified
15 Civil Service and the initial base hourly rate for that new employment is 75
16 percent or more of the employee's final base hourly rate of the Bargaining Unit
17 position from which she/he was laid off.
- 18 c. An employee who refuses recall to or new State employment hiring within a
19 thirty (30) mile radius in the tri-county area of Wayne, Oakland, and Macomb
20 or fifty (50) mile radius outstate of the Agency from which he/she was laid off.
21 The same radius shall apply to an employee who refuses a position with any
22 other department of the State.
- 23 d. An employee permanently recalled to another job in State government.
- 24 5. **Effect of Recall.**
- 25 a. An employee temporarily recalled for sixty (60) calendar days or less shall have
26 such time bridged for purposes of counting the time in accordance with Sub-
27 section R-3. Above.
- 28 b. An employee permanently [more than sixty (60) calendar days] recalled to a
29 position in this Bargaining Unit and subsequently laid off shall have the same
30 rights as if he/she were laid off for the first time. The time limits listed in Sub-
31 section R-3. Above shall be applied from the date of the most recent layoff.
- 32 6. **Effect of Hiring.** If an employee has accepted severance payment and is hired in
33 the State classified service or into a State-funded position caring for residents
34 within two (2) years of the acceptance of severance payment, such employee shall
35 repay to the State the full net (gross less employee's FICA and income taxes)
36 amount of the severance payment received. Such repayment shall not be required
37 until after the employee has successfully completed a required probationary
38 period. Once such employee has successfully completed the required

1 probationary period, that employee shall have a one (1) year period to make the
 2 repayment to the Agency from which the severance payment was received. The
 3 details of the method and time schedule for such repayment shall be discussed
 4 between the employee and the Agency and reduced to writing and signed by the
 5 employee and the Appointing Authority or designee of the Agency. In cases of
 6 unusual hardship and by mutual consent the one-year period may be extended.

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

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

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

- 20 a. Employees who have from one (1) through five (5) years of service: One week's
 21 pay for every full completed year of service, years 1-5;
- 22 b. Employees who have more than six (6) full years of service: Two week's pay
 23 for every full completed year of service, years 6-10;
- 24 c. Employees who have more than eleven (11) full years of service: Three week's
 25 pay for every full completed year of service from year 11 on. For amounts, see
 26 following schedule.

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

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

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

- 37 8. **Effect on Retirement.** The acceptance or rejection of severance pay shall have
 38 no effect on vested pension rights under the Retirement Act. The parties agree
 39 that the severance payment shall not be included in the computation of

ARTICLE 43

1 compensation for the purpose of calculating retirement benefits and will seek and
2 support statutory change if such legislation is necessary to so provide.

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

6 **SEVERANCE PAY SCHEDULE**

7	<u>Hours</u>	<u>Years</u>	<u>Week's Pay</u>
8	2088 – 4176	1	1
9	4177 – 6264	2	2
10	6265 – 8352	3	3
11	8353 – 10440	4	4
12	10441 – 12528	5	5
13	12529 – 14616	6	7
14	14617 – 16704	7	9
15	16705 – 18792	8	11
16	18793 – 20880	9	13
17	20881 – 22968	10	15
18	22969 – 25056	11	18
19	25057 – 27144	12	21
20	27145 – 29232	13	24
21	29233 – 31320	14	27
22	31321 – 33408	15	30
23	33409 – 35496	16	33
24	35497 – 37584	17	36
25	37585 – 39672	18	39
26	39673 – 41760	19	42
27	41761 – 43848	20	45
28	43849 – 45936	21	48
29	45937 – 48024	22	51
30	48025 – 50112	23	52
31	50113 – 52200	24	52
32	52201 – 54288	25	52
33	Etc.		

34
35 **EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL-TIME EMPLOYEE**

36 Average number of hours worked in previous calendar year: 1980

37 Full-time employee hours: 2088

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

38 $.948 \times \$S.P. = \$Gross\ Amount\ to\ be\ paid$

39 S.P. = Severance Payment from schedule

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

6 **Section S. Deferred Compensation.**

7 Employees who are laid off from State employment and who have been enrolled in
8 the State's Deferred Compensation Program shall be provided with a written
9 explanation of their options regarding their contributions made to the Plan. Such
10 written explanation shall fully outline and be only limited by governing IRS Regulation
11 457 and the State's IRS approved Deferred Compensation Plan.

12 **Section T. Reimbursement Rates – Travel.**

13 Employees shall be entitled to travel reimbursement at the rates and in accordance
14 with the Standardized Travel Regulations and the Department of Technology,
15 Management and Budget Administrative Guide which are in effect on the date(s) of
16 travel, except that meal receipts will not be required.

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

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

20
21 **Section V. Flexible Compensation Plan.**

22 The Employer shall maintain the current flexible compensation plan for employees in
23 these Bargaining Units. The Employer's share of the cost of parking in State owned
24 lots, health, vision, and dental insurance coverage is deducted from gross pay rather
25 than take home (after-tax) pay. This reduces the amount of state and federal taxes
26 withheld. The gross pay before all the deductions is still used for the computation of
27 retirement, life insurance, and long term disability benefits. The employee
28 automatically makes the election for flexible compensation by enrolling in the health,
29 vision, or dental plans. The premiums for long term disability (LTD) is not deducted
30 before taxes because it would make the LTD benefits entirely taxable instead of being
31 partially tax free as they are now. Effective 1/1/87, federal FICA taxes will also not be
32 deducted from the amount employees pay for health, vision, and dental insurance.

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

38 **Section W. Safety Shoes.**

39 The allowance paid by the Employer for the purchase of any required safety shoes in
40 accordance with the provisions of Article 22, Section E, shall be the actual cost of such

ARTICLE 44

1 shoes up to a maximum reimbursement of \$100. In the alternative, an employee may
2 elect to be reimbursed the actual cost of required safety shoes once in a two-year
3 period, up to a maximum of \$200.00. The applicable period shall be measured from
4 the date of the most recent request for reimbursement.

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

8 **Section X. Conservation Officer Per Diem.**

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

12 **Section Y. Motor Carrier Officer Per Diem.**

13 Effective June 13, 1986, the per diem previously paid to Motor Carrier Officer 9 and
14 10 was rolled into the base rate. This Section is written solely to document that action.

15 **Section Z. Effective Date.**

16 This Article shall be effective on October 1, 2016 unless otherwise specified.

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ARTICLE 44
PRINTING OF THE AGREEMENT

20 The Employer and MSEA shall jointly proof this Agreement against the tentative
21 Agreement ratified by the parties and approved by the Civil Service Commission and
22 shall agree upon a common cover color and format prior to final printing and
23 distribution. The Agreement may be printed by the Department of Technology,
24 Management and Budget Print and Graphics Services. The Employer shall be
25 responsible for the cost of its own copies of this Agreement. MSEA shall be
26 responsible for the cost of its own copies and copies to be provided to employees in
27 the Bargaining Unit. A copy of this Agreement shall be available to be consulted by an
28 employee upon request in the office of every supervisor of employees covered by this
29 Agreement.

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ARTICLE 45
UNION INFORMATION TO THE EMPLOYER

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

- 34 1. A list of Designated Stewards and their respective jurisdictions annually.
35 2. A list of the Department Caucus Spokespersons.
36 3. A list of State Officers and Regional Directors.

1 4. MSEA Constitution.

2 5. Current MSEA office(s) mailing addresses and phone numbers.

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

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ARTICLE 46
NO STRIKE – NO LOCKOUT

8 **A. No Strike.**

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

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

20 **B. No Lockout.**

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

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

28 The parties recognize that this Agreement is subject to the Rules and Regulations of
29 the Civil Service Commission and the Civil Service Compensation Plan. The parties
30 therefore adopt and incorporate herein such Rules and Regulations (except Rules
31 governing prohibited subjects of bargaining) and the Compensation Plan provided that
32 the subject matter of such Rules, Regulations and Compensation Plan is not covered
33 in this Agreement.

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

37 Except as otherwise provided in the Civil Service Commission Rules and Regulations,
38 where any provision of this Agreement is in conflict with any current Commission Rule

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1 or Provision of the Compensation Plan regarding a proper subject of bargaining, the
2 parties will regard Commission approval of this Agreement as an expression of policy
3 by the Commission that the parties are to be governed by the provisions of this
4 Agreement.

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

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ARTICLE 48
SEVERABILITY

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

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ARTICLE 49
PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES

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

30 B. Permanent-intermittent and part-time employees are entitled to all benefits in
31 accordance with Appendix C. Seniority is accrued in accordance with Article 11,
32 based on hours worked.

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

37 D. As applicable, the scheduling, furloughing, return from furlough, layoff and recall
38 of Permanent-intermittent and part-time employees shall continue in accordance
39 with current departmental practices until negotiated otherwise in secondary
40 negotiations. To the extent permitted by Civil Service Commission Rules and

1 Regulations, the issue of converting Permanent-intermittent employees to
2 permanent full-time is a proper subject for secondary negotiations. Any and all
3 other issues arising out of the employment of Permanent-intermittent and part-time
4 employees shall be discussed in Labor-Management Meetings.

5 E. Permanent-intermittent and part-time employees who have acquired status shall
6 have transfer rights to other Permanent-intermittent and part-time positions in
7 accordance with Article 13, Assignment and Transfer. Further, Permanent-
8 intermittent and part-time employees who have acquired status shall have transfer
9 rights to other permanent full-time and part-time positions in accordance with
10 Article 13, Assignment and Transfer.

11 F. The Employer agrees to provide a minimum call-in guarantee of two (2) hours for
12 Permanent-intermittent employees who are scheduled to work or called in to work
13 in accordance with departmental practice and who after arriving at the work site,
14 are advised that they are not needed, or work less than two (2) hours.

15 G. Permanent-intermittent and part-time employees who work an assigned shift and
16 who, after returning home, are called back to work will be paid in accordance with
17 the call back provisions as outlined in Article 14, Section H.

18
19 **ARTICLE 50**
20 **SECONDARY NEGOTIATIONS**

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

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

37 Prior to the actual signing of a complete tentative secondary agreement(s) by the
38 Departments and the MSEA departmental caucus Spokesperson, the Office of State
39 Employer and the MSEA President shall have 10 work days from receipt of the
40 Agreement to concurrently review and approve or disapprove the tentative
41 Agreement. Thereafter, any signing of tentative Agreements shall not require further
42 review or approval of the Office of State Employer or MSEA.

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

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ARTICLE 51

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LABOR-MANAGEMENT COUNCIL

6 A Labor-Management Council composed of the President of MSEA or his/her
7 designee, the Director of the Office of the State Employer or his/her designee, and
8 four (4) members selected by the MSEA and four (4) members selected by the Office
9 of the State Employer has been established. The Parties may mutually agree upon a
10 greater number of members. This Council shall meet on an as-needed basis to
11 examine and attempt to resolve issues of interdepartmental impact and/or statewide
12 concerns.

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

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ARTICLE 52

INTEGRITY OF THE BARGAINING UNIT

18 A. The Employer recognizes that the integrity of the Bargaining Units is of significant
19 concern to MSEA. Bargaining Unit work shall, except as provided below, be
20 performed by Bargaining Unit employees. The Employer shall not assign
21 Bargaining Unit work to employees outside of MSEA Bargaining Units except in
22 the case of emergency, temporary work relief or to the extent that such work is a
23 part of their duties as provided in the Civil Service class specifications or to the
24 extent that such assignment is a matter of customary practice on the effective date
25 of this Agreement. In no event shall such assignments be made for the purpose of
26 reducing or eroding the Bargaining Units.

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

30

- Student Work Experience

31

- CETA Program Employees

32

- Patient/Employee Programs

33

- Seasonal Recreation Programs

34

- Volunteer Programs

35

- WIN/GA Experience Programs

36

- Prisoner/Employee Programs & etc.

1 The Employer will provide MSEA with information which permits the Association
2 to monitor the implementation of such programs, if not already provided. It is the
3 intent that an Association allegation that such a program is being used by the
4 Employer as a substitute, rather than a supplement, for ongoing State employee
5 activities, or causes layoffs or such programs are used to avoid the recall of
6 Bargaining Unit employees, shall be grievable under the provisions set forth in this
7 Agreement.

8 C. Supervisory employees shall be permitted to perform Bargaining Unit work to the
9 extent that such work is a part of their duties as provided in the Civil Service class
10 specifications or to the extent that such assignment is a matter of customary
11 practice on the effective date of this Agreement, in case of training (including
12 demonstration of the proper method of completing the task assigned), temporary
13 work relief, or in the case of emergency. In those cases where lead workers are
14 performing some supervisory duties, the parties agree that such employees shall
15 not be considered supervisory for purposes of this Section.

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

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

23 Whenever the Employer intends to contract out, sub-contract services or renew
24 such contracted services, including preauthorized contractual services, the
25 Employer shall, as early as possible, but at least fifteen (15) calendar days prior to
26 the implementation of the contract, sub-contract or contractual services renewal,
27 give written notice of its intent to MSEA. When a contract in excess of \$250,000 is
28 to be submitted to Civil Service notice shall be provided to MSEA at least forty (40)
29 calendar days prior to the implementation of the contract. Notice shall consist of a
30 copy of the request made to Civil Service unless such a request is not required, in
31 which case, a copy of the contract will be provided. The Employer will indicate on
32 the CS-138 form the date that notice of the sub-contract was provided to the Union.
33 The notice shall include such matters as:

- 34 1. The nature of the work to be performed or the service to be provided;
- 35 2. The proposed duration and cost of such sub-contracting;
- 36 3. The rationale for such sub-contracting unless pre-authorized.
- 37 4. The Civil Service standard.
- 38 5. The cost analysis when Standard D of the Civil Service Rule 7-3 is the Standard
39 Listed on the CS-138. The Employer shall, upon written request, meet and
40 confer with the Union over the impact of the proposed contractual services,
41 including preauthorized contractual services, upon the Bargaining Units.

ARTICLE 53

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

14

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ARTICLE 53
DRUG AND ALCOHOL TESTING

17 **A. Definitions.**

18 As used in this article:

- 19 1. ***Alcohol test*** means a chemical or breath test administered for the purpose of
20 determining the presence or absence of alcohol in a person's body.
- 21 2. ***Drug*** means a controlled substance or a controlled substance analogue listed in
22 Schedule 1 or Schedule 2 of Part 72 of the Michigan Public Health Code, Act No.
23 368 of the Public Acts of 1978, being Sections 333.7201, et seq., of the Michigan
24 Compiled Laws, as may be amended from time to time.
- 25 3. ***Drug test*** means a chemical test administered for the purpose of determining the
26 presence or absence of a drug or metabolites in a person's bodily fluids.
- 27 4. ***Random selection basis*** means a mechanism for selecting test-designated
28 employees for drug tests and alcohol tests that (1) results in an equal probability
29 that any employee from a group of employees subject to the selection mechanism
30 will be selected and (2) does not give the Employer discretion to waive the
31 selection of any employee selected under the mechanism.
- 32 5. ***Reasonable suspicion*** means a belief, drawn from specific objective facts and
33 reasonable inferences drawn from those facts in light of experience, that an
34 employee is using or may have used drugs or alcohol in violation of a departmental
35 work rule or a Civil Service Commission Rule or Regulation. By way of example
36 only, reasonable suspicion may be based upon any of the following:
- 37 a. Observable phenomena, such as direct observation of drug or alcohol use or
38 the physical symptoms or manifestations of being impaired by, or under the
39 influence of, a drug or alcohol.

- 1 b. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided
2 by a credible source.
- 3 c. Evidence that an individual has tampered with a drug test or alcohol test during
4 employment with the State of Michigan.
- 5 d. Evidence that an employee is involved in the use, possession, sale, solicitation,
6 or transfer of drugs or alcohol while on duty, while on the Employer's premises,
7 or while operating the Employer's vehicle, machinery, or equipment.
- 8 6. **Rehabilitation program** means an established program to identify, assess, treat,
9 and resolve employee drug or alcohol abuse.
- 10 7. **Test-designated employee** means an employee who occupies a test-designated
11 position.
- 12 8. **Test-designated position** means any of the following:
- 13 a. A safety-sensitive position in which the incumbent is required to possess a valid
14 commercial driver's license or to operate a commercial motor vehicle, an
15 emergency vehicle, or dangerous equipment or machinery.
- 16 b. A position in which the incumbent possesses law enforcement powers or is
17 required or permitted to carry a firearm while on duty.
- 18 c. A position in which the incumbent, on a regular basis, provides direct health
19 care services to persons in the care or custody of the State or one of its political
20 subdivisions.
- 21 d. A position in which the incumbent has regular unsupervised access to and
22 direct contact with prisoners, probationers, or parolees.
- 23 e. A position in which the incumbent has unsupervised access to controlled
24 substances.
- 25 f. A position in which the incumbent is responsible for handling or using
26 hazardous or explosive materials.
- 27 g. Another position agreed to in secondary negotiations.

28 **B. Prohibited Activities.**

29 An employee shall not do any of the following:

- 30 1. Consume alcohol while on duty, except as specified in the position description and
31 department policy for liquor control agents.
- 32 2. Consume drugs while on duty, except pursuant to a lawful prescription issued to
33 the employee.
- 34 3. Report to duty or be on duty with a prohibited level of alcohol or drugs present in
35 the employee's bodily fluids.

ARTICLE 53

- 1 4. Refuse to submit to a required drug test or alcohol test.
- 2 5. Interfere with any testing procedure or tamper with any test sample.

3 **C. Testing Employees.**

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

6 1. **Tests Authorized.**

7 a. **Reasonable suspicion testing.** An employee shall be required to submit to a
8 drug test or an alcohol test if there is reasonable suspicion that the employee
9 has violated this Article. In such situations the Employer will arrange
10 appropriate transportation to the testing site and then to their residence.

11 b. **Pre-appointment testing.** An employee not occupying a test-designated
12 position shall submit to a drug test if the employee is selected for a test-
13 designated position. The parties agree that in the Department of State Police,
14 Motor Carrier Officer recruits shall be subject to a six panel drug test once
15 during recruit school.

16 c. **Follow-up testing.** An employee shall submit to an unscheduled follow-up
17 drug test or alcohol test if, within the previous 24-month period, the employee
18 voluntarily disclosed drug or alcohol problems, entered into or completed a
19 rehabilitation program for drug or alcohol abuse, failed or refused a pre-
20 appointment drug test, or was disciplined for violating this rule.

21 d. **Random selection testing.** A test-designated employee shall submit to a drug
22 test and an alcohol test if the employee has been selected for testing on a
23 random selection basis.

24 The Office of the State Employer will provide data on testing percentages
25 annually upon request by the MSEA.

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

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

36 2. **Limitations On Certain Tests.**

- 1 a. **Test Selection.** An employee subject to testing under this rule may be required
 2 to submit only to a drug test, only to an alcohol test, or to both tests. However,
 3 pre-appointment testing shall be limited to drug testing.
- 4 b. **Limitations On Follow-Up Testing.** The Employer may require an employee
 5 who is subject to follow-up testing to submit to no more than six unscheduled
 6 drug or alcohol tests within any twelve-month period.
- 7 c. **Limitations On Random Selection Testing.** The number of drug tests
 8 conducted in any one year on a random selection basis shall not exceed five
 9 percent (5%) of the number of all test-designated positions. The number of
 10 alcohol tests conducted in any one year on a random selection basis shall not
 11 exceed five percent (5%) of the number of all test-designated positions.
- 12 The parties will review drug testing data on an annual basis and should there
 13 be a significant increase in positive drug and alcohol tests in the preceding
 14 year, the Employer reserves the right to increase the random selection basis
 15 up to 10%. Should the percent increase occur and there is a further significant
 16 increase in positive drug and alcohol tests during the next or subsequent
 17 annual review, the Employer reserves the right to increase random selection
 18 basis to 15% of the number of all tests designated positions.
- 19 d. **Limitations On Reasonable Suspicion Testing.** Before an employee is
 20 subject to reasonable suspicion testing, a trained supervisor must document
 21 the basis for the reasonable suspicion. In addition, an employee shall not be
 22 subject to a reasonable suspicion test until the Employer-designated drug and
 23 alcohol testing coordinator (DATC), or the DATC's designee, has given
 24 express, individualized, approval to conduct the test.

25 **D. Drug and Alcohol Testing Protocols.**

- 26 1. **Drug Testing Protocol.** The Employer will adopt the current "Mandatory
 27 Guidelines for Federal Workplace Drug Testing Programs," as amended, issued
 28 by the U.S. Department of Health and Human Services (the "HHS Drug
 29 Guidelines") as the protocol for drug testing under this Article. If an employee tests
 30 positive for prohibited drugs on the initial test but the results of the split sample test
 31 are negative, the employee shall then be reimbursed for the cost paid by the
 32 employee for said split sample test.
- 33 2. **Alcohol Testing Protocol.** The Employer will adopt the alcohol testing provisions
 34 of the current "Procedures for Transportation Workplace Drug and Alcohol Testing
 35 Programs," as amended, issued by the U.S. Department of Transportation (the
 36 "DOT Alcohol Guidelines") as the protocol for alcohol testing under this Article.
- 37 3. **Changes In Protocol.** During the term of this agreement, the parties may agree
 38 to amend the protocols without the further approval of the Civil Service
 39 Commission to include any final changes to the HHS Drug Guidelines or the DOT
 40 Alcohol Guidelines that are published in the Federal Register and become
 41 effective. If the parties agree to adopt any such final changes, the parties shall

ARTICLE 53

1 notify the State Personnel Director in writing of the changes and their effective
2 date. Any other change in the protocols requires the approval of the Civil Service
3 Commission.

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

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

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

13 **F. Penalties.**

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

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

31 **G. Self-reporting.**

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

35 a. For reasonable suspicion testing, before the occurrence of an event that gives
36 rise to reasonable suspicion that the employee has violated this rule.

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

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

3 2. **Employer Action.** After receiving notice, the Employer shall permit the employee
4 an immediate leave of absence to obtain medical treatment or to participate in a
5 rehabilitation program. In addition, the Employer shall remove the employee from
6 the duties of a test-designated position until the employee submits to and passes
7 a follow-up drug test or alcohol test. The Employer may require the employee to
8 submit to further follow-up testing as a condition of continuing or returning to work.

9 3. **Limitation.** An employee may take advantage of the provisions of Article G(1) no
10 more often than two times while employed in the classified service. An employee
11 making a report is not excused from any subsequent drug or alcohol test or from
12 otherwise complying in full with this Article. An employee making a report remains
13 subject to all drug and alcohol testing requirements after making a report and may
14 be disciplined as the result of any subsequent drug or alcohol test, including a
15 follow-up test.

16 **H. Union Representation.**

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

21 **I. Identification of Test-designated Positions.**

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

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

36 **J. Coordination of Rule and Federal Regulations.**

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

ARTICLE 53

- 1 any requirement of the Federal regulation, the employee shall be subject only to the
- 2 provision of the Federal regulation.
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ARTICLE 54
TERMINATION OF AGREEMENT

3 This Agreement shall be effective upon approval by the Civil Service Commission and
4 shall continue in full force and effect until midnight, December 31, 2018 for all
5 provisions except Wages (Article 43, Section A) and Group Insurances (Article 43,
6 Section C-L and V, Appendices M-2, M-3, and M-4).

7 Wages (Article 43, Section A) and Group Insurances (Article 43, Section C-L and V,
8 Appendices M-2, M-3, and M-4) are effective October 1, 2016 through September 30,
9 2017. Either party may give written notice to the other of its intention to negotiate
10 Wages (Article 43, Section A) and Group Insurances (Article 43, Section C-L and V,
11 Appendices M-2, M-3, and M-4) for Fiscal Years 2017-2018 and 2018- 2019 no later
12 than May 1, 2016.

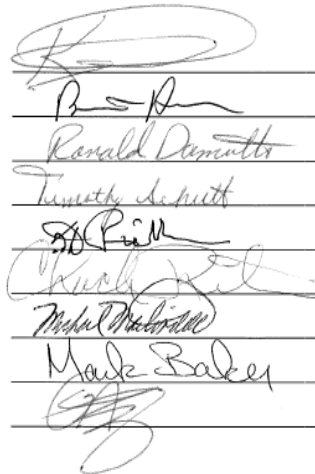
13 In witness whereof, the parties hereto have set their hands:

14 **MICHIGAN STATE EMPLOYEES ASSOCIATION** **STATE OF MICHIGAN, OFFICE**
15 **OF THE STATE EMPLOYER**

MSEA BARGAINING TEAM

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

Kenneth Moore
Brent Heyer
Ronald Damuth
Timothy Schutt
Steve Richardson
Chuck Riker
Michael Martindell
Mark Baker
Jo A. Irby



Marie Waalkes, Director
Valerie S. Hill, Chief Negotiator
Amy Abdo, Quality of Life
Tracy Federighe, Michigan State Police
Ken Flore, Department of Transportation
Mike Hosey, Department of Corrections
Michele Owens, Department of Health and Human Services
Noelle Rouse, Department of Military and Veterans Affairs
Amanda Satkowski, Licensing and Regulatory Affairs
Danielle Stewart, Michigan State Police
Dwight Thomas, Department of Technology, Management & Budget

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APPENDIX A

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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

APPENDIX A

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	MOTVOPR2A	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
Printing Typesetter-E	PRNTYPSE	6
Printing Typesetter-E	PRNTYPSE	7
Printing Typesetter-E	PRNTYPSE	E8
Printing Typesetter-A	PRNTYPSA	9
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	RPMOPRE	5

APPENDIX B

Reproduction Machines Operator-E	RPMOPRE	E6
Reproduction Machines Operator-A	RPMOPRA	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	STORKPR2A	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
 2 duties of the position.

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

HRMN POSITION	POS CODE	GRADE	CODE
Attorney General Investigator-E	ATGNINUE	9	2
Attorney General Investigator-E	ATGNINUE	10	2
Attorney General Investigator-E	ATGNINUE	E11	2
Attorney General Investigator-A	ATGNINUA	12	2
Boiler Inspector - E	BOLRISPE	E11	2
Boiler Inspector - A	BOLRISPA	12	2
Bridge Safety Officer - E	BRSFOFRE	6	1

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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	FRCROFRA	8	N/A
Fire Crash Rescue Officer - E	FRCROFRE	E9	N/A
Fire Crash Rescue Officer - LW-A	FRCROFRA	10	N/A
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
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
Hazardous Mtrls Storage Insp - SS	HAZISPSS	12	2
Lift/Ride Inspector	LIFRDISP	E11	2
Lift/Ride Inspector – A	LIFRDISPA	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

APPENDIX B

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	E11	2
Regulation Agent – A	REGLAGTA	12	2
State Properties Sec. Off. (RCRT) – E	PSCOFRE	7	1
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
Workplace Safety Representative – E	WORSREPE	9	2
Workplace Safety Representative – E	WORSREPE	P11	2
Workplace Safety Representative – E	WORSREPE	12	2

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

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

3 **Employees in these classes are law enforcement.

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

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

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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)

APPENDIX C

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.

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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.

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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	Not Eligible.

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	hours of satisfactory service.	
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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.

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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.

APPENDIX C

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.

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

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 4 *Exceptions for Permanent-intermittent and Seasonal eligibility for dental benefits:
 5 A. No more than two consecutive pay periods without being on the payroll –
 6 dropped after third.
 7 B. For seasonals, must have at least eight months of cumulative employment per
 8 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 E
Application for Membership

MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5

Name-Last First Middle

Home Address (Street) (City) (State) (Zip)

Home Phone No. Work Phone No.

Department and Work Site (example; Corrections/Standish Maximum Facility)

Signature Date

Work County (example; Ingham) Job Title & Level (example; TMW E8)

MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5

Authorization for Payroll Deduction

Employee ID Number

E A 0 1
Deduction Code

On this date, I the undersigned, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between MSEA/AFSCME Local 5 and the State of Michigan) and to remit same to the Michigan State Employees Association/ AFSCME Local 5 for payment of my Union dues. Consent is additionally hereby given to increase or decrease the specific named deduction each two-week pay period to that of any amount determined by the Union in accordance with Article VII Section 7 of the Constitution (as amended) of the Michigan State Employees Association. Fees, contributions, or gifts to MSEA/AFSCME Local 5 are not deductible as charitable contributions, for federal income tax purposes. Fees paid to MSEA/AFSCME Local 5, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

Signature of Employee

Name (please print or type) Department (please print or type)

APPENDIX H
Procedure 0620.02

Issued August 15, 2000

SUBJECT: Submissions to the finance and claims committee.

APPLICATION: Executive Branch Departments and Sub-units.

PURPOSE: To outline procedures for submitting materials to the finance and claims committee of the State Administrative Board.

CONTACT AGENCY: Department of Technology, Management and Budget (DTMB) – State Administrative Board.

TELEPHONE: 517/335-2559

FAX: 517/335-0046

SUMMARY: The Secretary of the State Administrative Board reviews all material presented for State Administrative Board approval and prepares the agenda for the meetings of the Finance and Claims Committee of the State Administrative Board.

APPLICABLE FORMS: CS-138, Contractual Services Request.
DTMB-1104, Claim against the State of Michigan for Personal Losses Less than \$1,000.
SAB-810, Finance and Claims Agenda Format.

PROCEDURES:

Requesting agency:

- If the proposed action is a contract, grant or purchase order, any of the following requirements determines whether State Administrative Board approval is required prior to execution of the contract, grant, purchase order, or an amendment to the contract, grant or purchase order:
 - o State contracts, grants, purchase order of \$250,000 or more which require such approval, regardless of their source of funding or duration, are:
 - Contracts, grants or purchase orders for all supplies, materials, and equipment; for all services, including consulting, research, and professional services; between State departments and private vendors,

1 between State departments and educational institutions, or between
2 State departments and other governmental units;

- 3
4 • Contracts, grants or purchase orders whose dollar values not fixed but
5 which are estimated to be \$250,000 or more;

- 6
7 • Contracts, grants or purchase orders for commodities or services
8 available from only one source.

- 9
10 • Contract, grant or purchase order amendments of \$125,000 or more
11 also require approval of the State Administrative Board.

- 12
13 • Subsequent amendments to contracts, grants, and purchase orders
14 having received approval of a \$125,000 amendment or more will require
15 additional State Administrative Board approval regardless of the
16 amount.

- 17
18 • Emergency contracts of \$250,000 or more involving public health or
19 safety do not need prior approval (See Procedure 0510.09). These
20 contracts shall be reported to the State Administrative Board as soon as
21 possible after execution, in writing.

- 22
23 • If the proposed action is a contract, grant, or purchase order, the following
24 material shall be submitted to the Secretary of the State Administrative Board:

- 25
26 o 1 copy of an Agenda Format (SAB-810)

- 27
28 • Example:

29
30 DEPARTMENT OF (type in name).

31
32 Request approval of the following contracts:

33
34 (1) ABC Corporation \$350,000
35 Grand Rapids, Michigan Testing Services

36
37 (2) Acme Distillery Company \$225,000 AMENDMENT
38 Chicago, IL \$745,000 NEW TOTAL

- 39
40 • If the request is for disposal of state controlled property, see Procedures
41 0110.01, 0340.05 and 0220.01.
42
43 • If the request is for write-offs of state receivables, see Procedure 1210.28.
44
45 • Contracts with appeal periods expiring after the Finance and Claims Committee
46 meeting date, but prior to the State Administrative Board meeting date are

APPENDIX H

1 permitted. Contracts with appeal periods expiring the same date as the State
2 Administrative Board meeting date or later are not acceptable for State
3 Administrative Board consideration. Any exceptions to this policy require a
4 letter of explanation from the requesting department director.

- 5
- 6 • If the request is for release of capital outlay funds, see Procedure 0110.04.
- 7

8 CLAIMS AGAINST THE STATE:

9

- 10 • If the request is for settlement of a small claim for property damage or personal
11 injury against the state, its departments/agencies, officers, or colleges and
12 universities in an amount under \$1,000, the State Administrative Board is
13 authorized to decide these claims. See M.C.L. 600.64.
- 14
- 15 • The claimant must prepare a notarized DTMB-1104 Claims Against the State
16 or a notarized Transportation Claim Against the State and submit the
17 completed form and copies of pertinent information to the Secretary of the State
18 Administrative Board.
- 19

20 CLAIMS BY STATE EMPLOYEES:

21

- 22 • The State Administrative Board has delegated authority to department directors
23 to approve claims for State employees up to \$500.00 except for claims for
24 eyeglasses, automobile repairs, jewelry over \$50.00, or cash over \$100. A
25 monthly report shall be submitted to the State Administrative Board by the
26 director, or the director's designee, when a claim is approved or denied under
27 the delegated authority.
- 28
- 29 • State employee claims for damaged or lost personal effects worn or on the
30 person, such as eyeglasses, jewelry, watches or clothing, in order to be
31 approved, shall establish each of the following:
32
 - 33 - The loss or damage occurred while the claimant was engaged in the
34 performance of his/her duties as a State employee.
 - 35
 - 36 - The loss or damage occurred in the course and by virtue of the claimant's
37 employment.
 - 38
 - 39 - The claimant was without fault and could not have avoided the loss or
40 damage by exercising reasonable care.
 - 41
 - 42 - The personal effects lost or damaged were reasonable for the claimant to
43 have on his/her person or to be wearing in the course of his/her employment
44 at the time of the loss or damage.
 - 45

- 1 - The claimant must not have been reimbursed for the loss or damage nor
2 have a remedy for reimbursement from any other source, including his/her
3 or another's insurance policy other than the State of Michigan vision
4 insurance policy.
5
- 6 - The claim must be based on the present value of the property and not the
7 replacement cost. The present value is calculated based on the following
8 depreciation schedule:
9
- 10 • 2 years for clothing, tapes, discs, records, shoes, paperback books and
11 or small purchase items, in a graduated depreciation scale of 20% the
12 first year, 40% the balance of the second year, with a residual value of
13 10% after the second year.
 - 14
 - 15 • 5 years for electronic equipment, typewriters, tools, cameras,
16 televisions, stereos, and other durable products, with a 20% straight line
17 depreciation rate per year until a residual balance of 10% remains.
 - 18
- 19 - Claims of State employees for damages to their personal motor vehicle
20 must contain a satisfactory showing of each of the following:
21
- 22 • The claimant's vehicle was damaged while properly parked in an area
23 on State property designated for parking, or while being properly and
24 reasonably operated in an area on State property designated for parking
25 or the operation of motor vehicles and under the jurisdiction of the State
26 of Michigan.
 - 27
 - 28 • The claimant's vehicle was damaged by reason of negligence or an
29 action attributable to the State of Michigan or a defect or condition on, in
30 or near the location of the damage.
 - 31
 - 32 • The claimant was without fault and could not have avoided the damage
33 by exercising reasonable care.
 - 34
 - 35 • The claimant must not have been reimbursed for the loss or damage,
36 not have a remedy for reimbursement from any other source, including
37 his/her or another's insurance policy other than the State of Michigan
38 vision insurance policy.
 - 39
 - 40 • An accident report must have been prepared and be attached to the
41 claim.
 - 42
 - 43 • The vehicle damage claim shall be limited to the lesser of two estimates
44 by a vehicle repair shop.
 - 45

APPENDIX H

- 1 - Claims of State employees for the theft or loss of personal property, from their
2 workstation or other location in the building they work, or from a State vehicle
3 or their private vehicle while being used in the course of their employment, must
4 contain a satisfactory showing of each of the following:
5
6 o The personal property was necessary for or improved the claimant's
7 performance of his/her duties as a State employee and not merely for
8 ornamentation, decoration or personal pleasure or use.
9
10 o The claimant was without fault and did not leave the stolen or lost property
11 unattended during work hours the building was open to the public, or leave
12 the lost or stolen property in an unsecured place after working hours.
13
14 • If money was stolen, that it had been taken by force or threat of force at
15 the claimant's workstation. If the amount was over \$100.00, the reason
16 for possession of the excess over \$100.00.
17
18 • If clothing, it was in a place designated by the claimant's employing
19 agency for employees to hang or place clothing.
20
21 o The claimant was not reimbursed for the lost or stolen property nor have a
22 remedy for reimbursement from another source including his/her or some
23 other person's insurance policy.
24
25 o A police investigation was conducted and a copy of the police report is
26 attached.
27
28 o The claimant's loss was by reason of negligence or an action attributed to
29 the State of Michigan.
30
31 o The claim must be based on the present value of the property and not the
32 replacement cost. The present value is calculated based on the following
33 depreciation schedule:
34
35 • 2 years for clothing, tapes, discs, records, shoes, paperback books and
36 or small purchase items, in a graduated depreciation scale of 20% the
37 first year, 40% the balance of the second year, with a residual value of
38 10% after the second year.
39
40 • 5 years for electronic equipment, typewriters, tools, cameras,
41 televisions, stereos, and other durable products, with a 20% straight line
42 depreciation rate per year until a residual balance of 10% remains.

CLAIMS AGAINST THE STATE BY THE GENERAL PUBLIC

- 1 - All claims submitted to the Board must be either the DTMB-1104 or the
2 Transportation Claims Against the State form.
3
4 - The claim form must be notarized.
5
6 - A description of the loss or damage must be stated on the form.
7
8 - The loss or damage was caused by the negligence of the State or a State
9 employee. The claimant was without fault and could not have avoided the
10 loss or damage by exercising reasonable care.
11
12 - Documentation for ownership, original cost of the item, repair of the item, or
13 itemized bills, and police reports when applicable, must accompany the
14 form.
15
16 - If there is any remedy for reimbursement from any other source, including
17 his/her or another's insurance policy, the amount of the remedy must be
18 included. If the remedy is from an insurance company, proof of the
19 deductible amount should be included with the submission.
20
21 - The claim must be based on the present value of the property and not the
22 replacement cost. The present value is calculated based on the following
23 depreciation schedule:
24
25 • 2 years for clothing, tapes, discs, records, shoes, paperback books and
26 or small purchase items, in a graduated depreciation scale of 20% the
27 first year, 40% the balance of the second year, with a residual value of
28 10% after the second year.
29
30 • 5 years for electronic equipment, typewriters, tools, cameras,
31 televisions, stereos, and other durable products, with a 20% straight line
32 depreciation rate per year until a residual balance of 10% remains.
33
34 • If the property is disposable, such as food, cosmetics, or personal
35 hygiene items, no reimbursement will be considered unless there is a
36 receipt showing the items were new. For reimbursement of claims
37 related to disposable property, Department of Correction inmates must
38 follow the Department of Corrections' policies and procedures related to
39 non-refundable items.
40
41 • An exception to the depreciation schedule is granted to inpatients of
42 State psychiatric hospitals and centers for developmental disabilities
43 that, due to their unusual dependency upon the State, are not subject to
44 the depreciation schedule.
45

46 PROCESSING CLAIMS

APPENDIX H

- 1
- 2 - Claims are to be sent to the Secretary of the State Administrative Board or to
- 3 the accounting division of the offending department. Department of Corrections
- 4 inmates will expedite the processing of their claims if they file their claims
- 5 through Department grievance procedures and the Office of Prisoner Affairs.
- 6
- 7 - The Board Secretary shall assign a number and record the claim in the claims
- 8 log file. Then the claim will be forwarded to the offending department.
- 9
- 10 - The department shall transmit a copy of all claims to the department personnel
- 11 assigned to investigate claims or to supervisory personnel with personal
- 12 knowledge of the incident leading to the claim for an investigative report.
- 13
- 14 - The investigating report shall be forwarded to the department personnel
- 15 assigned the claims function. A report should then be prepared for the
- 16 department's principal executive office or the designee to make a
- 17 recommendation to the Board to approve or deny a claim.
- 18
- 19 - The recommendation to the Board shall be submitted to the Secretary of the
- 20 State Administrative Board with appropriate copies.
- 21
- 22 - The Secretary of the State Administrative Board will place the claim information
- 23 and departmental recommendation on the Finance and Claims Committee
- 24 agenda of the State Administrative Board, and forward the Finance and Claims
- 25 recommendation to the State Administrative Board.
- 26
- 27 - The Secretary of the Board will notify the Department of the claimant of the
- 28 State Administrative Board's decision by letter.
- 29
- 30 - The Secretary of the State Administrative Board shall notify the Finance and
- 31 Claims Committee of any claims over 90 days old.
- 32

33 Secretary to the State Administrative Board:

- 34
- 35 • Reviews contracts, grants and other materials and prepares summary
- 36 information for the Director and Deputy Directors of DTMB.
- 37
- 38 • Handles necessary correspondence or other communication relative to items
- 39 presented.
- 40
- 41 • Prepares agendas and reports for the Finance and Claims Committee.
- 42
- 43 • Forwards committee recommendations to the State Administrative Board for
- 44 action.
- 45
- 46 • Notifies all parties of the State Administrative Board decisions.

This procedure supersedes all other previously distributed procedures of 0620.02.

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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APPENDIX K
SUPERVISOR'S REPORT OF REASONABLE SUSPICION

Employee Name: _____ Classification: _____
 Department: _____ Agency _____
 Date of Observation: _____ Time: _____am/pm
 Location: _____ Employee in test-designated position? Yes No

OBSERVATIONS:

Check **ALL** that apply:

BEHAVIOR

- stumbling, unsteady gait
- drowsy, sleepy, lethargic
- agitated, anxious, restless
- hostile, belligerent
- irritable, moody
- depressed, withdrawn
- unresponsive, distracted
- clumsy, uncoordinated
- tremors, shakes
- flu-like illness complaints
- suspicious, paranoid
- hyperactive, fidgety
- inappropriate, uninhibited behavior
- possessing, dispensing, or using controlled substance or alcohol

APPEARANCE

- flushed complexion
- excessive sweating
- cold, clammy sweats
- eyes:
 - bloodshot
 - tearing, watery
 - dilated (large) pupils
 - constricted (pinpoint) pupils
 - unfocused, blank stare
- unkempt grooming
- disheveled clothing

SPEECH

- slurred, thick
- incoherent
- exaggerated enunciation
- loud, boisterous
- rapid, pressured
- excessively talkative
- nonsensical, silly
- cursing, verbal abusiveness
- inappropriate verbal response to questions or instructions

BODY ODORS

- alcohol
- marijuana

SUMMARY (circumstances, employee response, supervisor actions, other observations): _____

The observations, as documented above, were made of the named employee.

_____ Supervisor Name (printed or typed)	_____ Signature	_____ Date
Additional Witness: (optional)		
_____ Witness Name (printed or typed)	_____ Signature	_____ Date

Contacted DATC/DER _____ on _____ at _____.
 (name) (date) (time)

- DATC/DER Test Determination:**
- Reasonable Suspicion Alcohol Breath Test
 - Reasonable Suspicion Drug Urine Test
 - No Test Required

Employee transported to collection site by: _____
 Time transported _____ am/pm Collection Site: _____

OSE 09/2013

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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:

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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 mammography screening (covers digital mammography up to the standard film rate) ¹	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100%

¹ American Cancer Society guidelines apply

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7
8

1

Physician Office Services	State Health Plan PPO “SHP – PPO” Benefits		HMO Plan “HMO” Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits and telemedicine ²	Covered, \$20 co-pay	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

2
3

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

4
5

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

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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

8
9

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

APPENDIX M-2

1

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

2
3

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

4
5

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%

6
7

Human Organ and Tissue Transplants	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% after deductible in designated facilities

Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% after deductible in designated facilities
Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% after deductible subject to medical criteria

1
2

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%
Other Services	State Health Plan PPO “SHP – PPO” Benefits		HMO Plan “HMO” Benefits
	In-network	Out-of-network	
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

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

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

³ Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

⁴ Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

⁵ \$3,500 per calendar year limitation pertains to services for chemical dependency only.

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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

14
15

Outpatient Physical, Speech, and Occupational Therapy Combined maximum of 90 visits per calendar year.	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Covered, \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

1

Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Deductible ⁶	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	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 ⁷	\$2,000 per member and \$4,000 per family	\$3,000 per member \$6,000 per family	\$2,000 per member and \$4,000 per family

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

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

⁷ Beginning October 12, 2014, in-network deductibles, in-network fixed dollar co-payments and in-network co-insurance all apply toward the out-of-pocket annual limit. In addition, in HMOs, prescription drug co-payments also apply toward the annual out-of-pocket limit. Beginning with the October 2015 plan year, prescription drug co-payments in the SHP PPO also apply to the annual out-of-pocket limit.

⁸ The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount which the State pays for the same coverage code under the SHP-PPO.

Appendix M-3 Dental Chart

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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

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

Premium Sharing	State Dental Plan*		DMO Plan		Preventive Dental Plan	
	Employee	State	Employee	State	Employee	State
Premium***	5%	95%	0%	100%	0%	100%

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Dental Comparison Chart

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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

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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.

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*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.

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**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.

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***See Article 43 Section C for premium sharing for less than full time employees.

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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
Progressive Lens (Standard)	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)
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	\$100 Allowance is applied toward frames (member responsible for any cost exceeding the allowance) Minus \$7.50 co-pay (one co-pay applies to both frames and lenses)	Up to \$38.25 Allowance (member responsible for any cost exceeding the allowance) minus \$7.50 co-pay (member responsible for any cost exceeding the difference)
	Once every 24 months, or once every 12 months if prescription has changed.	
Contact Lenses	Participating Providers	Non-Participating Providers
Medically Necessary	100% of the TPA approved amount Includes contact lens fitting and suitability exam Minus \$7.50 co-pay	Maximum of \$210 Allowance per pair, Minus \$7.50 co-pay (member responsible for any cost exceeding the allowance).

Appendix M-4 Vision Chart

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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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	\$100 Allowance (member responsible for any cost exceeding the allowance)	Up to 38.25 Allowance (member responsible for any cost exceeding the allowance)

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Safety Eye-wear	Participating Providers	Non-Participating Providers
Replacement Schedule	Members may obtain one pair of corrective lenses once every 24 months, or once every 12 months if prescription has changed. Members may obtain either eyeglasses or contact lenses but not both.	
Single Vision	100% of TPA Approved Amount	Not covered
Bifocal (includes blended)	100% of TPA Approved Amount	Not covered
Trifocal	100% of TPA Approved Amount	Not covered
Special Lenses	100% of TPA Approved Amount	Not covered

LETTER OF UNDERSTANDING #1

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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LETTER OF UNDERSTANDING #1
Article 12

The parties agree to incorporate this Letter of Understanding to express their intentions relative to the application of Article 12.

1. Arbitration Award No. 54 39 1275 84 does not express the intent of the parties and employees are not prohibited from bumping into vacancies in accordance with Article 12 in the face of Recall Lists.
2. In those departments where the parties agree in secondary negotiations to layoff units larger than a county, provisions of Article 12, Section F, relating to reassignments to adjust the work force after a layoff shall be a proper subject for secondary negotiations.

LETTER OF UNDERSTANDING #3
Article 14, Section E—Meal Periods

During negotiations in 1995, the parties discussed concerns raised by the Union regarding Article 14, Section E, Meal Periods, as it applies to the Department of Corrections employees. It is not the Employer’s intent to reduce the employee’s meal period. Management agrees to take into account unforeseen delays at security checkpoints in determining the amount of time necessary to provide an adequate meal break. Application of this letter shall be a proper subject for secondary negotiations.

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.

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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.

LETTER OF UNDERSTANDING #8

- 1 3. Computation of the “twelve month period”. The parties agree that an eligible
2 employee is entitled to a total of twelve (12) work weeks of FMLA leave during the
3 twelve (12) month period beginning on the first date the employee’s parental,
4 family care, or medical leave is taken; the next twelve (12) month period begins
5 the first time leave is taken after completion of any twelve (12) month period.
- 6 4. Qualifying Purpose. The Act provides for leave with pay using applicable leave
7 credits or without pay for a total of twelve (12) work weeks during a twelve (12)
8 month period for one or more of the following reasons:
- 9 a. Because of the birth of a son or daughter of the employee and in order to care
10 for such son or daughter (parental leave);
- 11 b. Because of the placement of a son or daughter with the employee for adoption
12 or foster care (parental leave);
- 13 c. In order to care for the spouse, son, daughter, or parent of the employee, if
14 such spouse, son, daughter or parent has a serious health condition as defined
15 in the Act (family care leave);
- 16 d. Because of a serious health condition, as defined in the Act, that makes the
17 employee unable to perform the functions of the position of the employee
18 (medical leave).
- 19 5. Information to the Employer. In accordance with the Act, the employee, or the
20 employee’s spokesperson if the employee is unable to do so personally, shall
21 provide information for qualifying purposes to the Employer.
- 22 6. Department of Labor Final Regulations and Court Decisions. The parties recognize
23 that the U.S. Department of Labor has issued its final regulations implementing the
24 Act effective January 16, 2009. However, the Employer may make changes
25 necessitated by any amendments to the Act and regulations or subsequent court
26 decisions. The Employer shall provide timely notice to the Union and opportunity
27 for the Union to discuss the planned changes. Such discussions shall not serve to
28 delay implementation of any changes mandated by law.
- 29 7. Complaints. Employee complaints alleging that the Employer has violated rights
30 conferred upon the employee by the FMLA may be taken to the Appointing
31 Authority, its designated representative or to the U.S. Department of Labor.
32 However, complaints involving the application or interpretation of the FMLA or its
33 Regulations shall not be grievable under the Collective Bargaining Agreement.
- 34 8. Eligible Employee. For purposes of FMLA family care leave, eligible employees
35 are those employees who have been employed by the Employer for at least twelve
36 (12) months and have worked at least 1,250 hours in the previous twelve (12)
37 months. An employee’s eligibility for contractual leaves of absence remain
38 unaffected by this Letter of Understanding, however, such leaves will count
39 towards the employee’s FMLA leave entitlement after the employee has been
40 employed by the Employer for at least twelve (12) months and has worked 1,250

1 hours during the previous twelve (12) month period. Where the term “employee” is
2 used in this Letter of Understanding, it means, “eligible employee”. For purposes
3 of FMLA leave eligibility “employed by the Employer” means “employed by the
4 State of Michigan.”

5 9. Twelve Work Weeks During a Twelve Month Period. An eligible employee is
6 entitled under the Act to a combined total of twelve (12) work weeks of FMLA leave
7 during a twelve (12) month period.

8 10. General Provisions.

9 a. Time off from work for a qualifying purpose under the Act (“FMLA leave”) will
10 count towards the employee’s unpaid leave of absence guarantees as provided
11 in the Collective Bargaining Agreement. Time off for family care leave will be
12 as provided under the Act.

13 b. Employees may request and shall be allowed to use accrued annual or
14 personal leave to substitute for any unpaid FMLA leave.

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

22 d. Employees may request to use accrued sick leave to substitute for unpaid
23 FMLA leave for the employee’s own serious health condition or serious health
24 condition of the employee’s spouse, child, or parent.

25 e. The Employer may temporarily reassign an employee to an alternative position
26 in accordance with the Collective Bargaining Agreement when it is necessary
27 to accommodate an intermittent leave or reduced work schedule in accordance
28 with the Act. Upon completion of an FMLA leave, employees shall be returned
29 to their original positions in accordance with the Act.

30 f. Second or third medical opinions, at the Employer’s expense, may be required
31 from health care providers where the leave is designated as counting against
32 an employee’s FMLA leave entitlement in accordance with the Act.

33 g. Return to work from an FMLA leave will be in accordance with the provisions
34 of the Act and the Collective Bargaining Agreement.

35 11. Insurance Continuation. Health Plan benefits will continue in accordance with the
36 Act. However, contractual Health Plan benefits are not intended to be diminished
37 by this provision.

LETTER OF UNDERSTANDING #8

1 12. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave
2 during a twelve (12) month period, granted pursuant to the Collective Bargaining
3 Agreement, may count towards an eligible employee's FMLA leave entitlement.

4 13. Annual Leave. When an employee elects to use annual or personal leave, and it
5 is determined, based on information provided to the Employer by that employee or
6 that employee's spokesperson if the employee is unable to do so personally (in
7 accordance with the Act), that the time is for a qualifying purpose under the Act,
8 the Employer may designate the time as FMLA leave and it will be counted against
9 the employee's twelve (12) work week FMLA leave entitlement if the time is either:

10 a. To substitute for an unpaid intermittent or reduced work schedule; or

11 b. When the absence from work is intended to be for five (5) or more work days.

12 14. Sick Leave. An employee may elect or the Employer may require the employee to
13 use sick leave to substitute for unpaid leave taken for a qualifying purpose under
14 the Act. Contractual requirements that an employee exhaust sick leave before a
15 personal medical leave commences shall continue.

16 In addition, an employee will be required to exhaust sick leave credits down to
17 eighty (80) hours before a FMLA family care leave commences. If it is determined,
18 based on information provided to the Employer by that employee or that
19 employee's spokesperson if the employee is unable to do so personally (in
20 accordance with the Act), that the time is for a qualifying purpose under the Act,
21 the Employer may designate the time as FMLA leave and it will be counted against
22 the employee's twelve (12) work week FMLA leave entitlement if the time is either:

23 a. To substitute for an unpaid intermittent or reduced work schedule; or

24 b. When the absence from work is intended to be for five or more work days.

25 Annual leave or personal leave used in lieu of sick leave may be likewise counted.

26 15. Parental Leave. Except as specifically provided herein, contractual parental leave
27 guarantees are unaffected by implementation of FMLA. An employee's entitlement
28 to parental leave will expire and must conclude within twelve (12) months after the
29 birth, adoption, or foster care placement of a child. However, in accordance with
30 the Act, an eligible employee is only entitled to up to a total of twelve (12) work
31 weeks of leave for foster care placement of a child. Up to twelve (12) work weeks
32 of leave will be counted towards the FMLA leave entitlement. An employee may
33 elect to substitute annual or personal leave for any portion of the unpaid parental
34 leave. Intermittent or reduced work schedules may only be taken with the
35 Employer's approval.

36 16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a light
37 duty assignment in lieu of continuing on FMLA leave, the employee's right to
38 restoration to the same or an equivalent position, is available until twelve (12)
39 weeks have passed within the twelve (12) month period including all FMLA leave
40 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

Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the Program by submitting a completed standard Voluntary Work Schedule Adjustment agreement [form](http://www.michigan.gov/documents/VWSAPFRM92802_7140_7.pdf?20141212075000) (http://www.michigan.gov/documents/VWSAPFRM92802_7140_7.pdf?20141212075000) to his or her supervisor, a facsimile of which is attached and incorporated as part of this Agreement. Employees continue to have the right, by not submitting a standard agreement form, to not participate in any of the Program's two Plans.

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

Plan A. Bi-Weekly Scheduled Hours Reduction.

A.1. Eligibility.

The parties agree that provisions of the voluntary work Schedule Adjustment Program Plan A shall not exclude probationary employees with at least 720 hours of satisfactory service from eligibility.

LETTER OF UNDERSTANDING #11

1 The parties also agree to include a new provision within Plan A which allows for up to
2 one-week (40 hours) leave, which may be utilized within a single pay period once
3 during a fiscal year. Application, conditions for use and provisions for insurance, leave
4 accruals and service credits shall be the same as currently exist under Plan A.

5 Participation in Plan A does not alter the conditions for use of annual leave. It shall be
6 the employee's responsibility to monitor the balance in his/her annual leave counter.
7 Approval of annual leave for employees at the annual leave cap is not required.

8 A.2. Definition.

9 With the approval of the supervisor and the Appointing Authority, an eligible employee
10 may elect to reduce the number of hours for which the employee is scheduled to work
11 by one (1) to sixteen (16) hours per pay period. The number of hours by which the
12 work schedule is reduced shall remain constant for the duration of the Agreement.
13 The employee may enroll for a minimum of one (1) pay period. The standard hours
14 per pay period for the employee to receive the benefits of paragraphs A.3 and A.4
15 below shall be adjusted downward from eighty (80) by the number of hours by which
16 the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours.
17 Time off on Plan A will be counted against an employee's twelve work week
18 entitlement under the Federal Family and Medical Leave Act, if such time off is for a
19 qualifying purpose under the Act and if all other requirements of the law and Collective
20 Bargaining Agreement are met.

21 A.3. Insurances.

22 All State-sponsored group insurance programs, including long term disability, in which
23 the employee is enrolled shall continue without change in coverages, benefits or
24 premiums.

25 A.4. Leave Accruals and Service Credit.

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

32 Plan C. Leave of Absence.

33 C.1. Eligibility.

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

37 C.2. Definition.

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

8 C.3. Insurances.

9 All State-sponsored group insurance programs with the exception of Long Term
10 Disability (LTD) insurance, in which the employee is enrolled shall be continued
11 without change in coverage, benefits, or premiums for the duration of the leave of
12 absence, by the employee pre-paying the employee's share of the premiums for the
13 entire period of the leave of absence. LTD coverage will not continue during the leave
14 of absence, but will be automatically reinstated immediately upon termination of the
15 leave of absence. If an employee is enrolled in the LTD insurance program at the time
16 the leave of absence is initiated and becomes eligible for disability benefits under LTD
17 during the leave of absence, and is unable to report to work on the agreed-upon
18 termination date for the leave of absence, the return-to-work date shall become the
19 date established for the disability, with the commencement of sick leave and LTD
20 benefits when the sick leave or waiting period is exhausted, whichever occurs later.

21 C.4. Leave Accruals.

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

25 C.5. Service Credit.

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

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29 **LETTER OF UNDERSTANDING #12**
30 **Human Resources Management Network (HRMN)**

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

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

1 **LETTER OF UNDERSTANDING #13**
2 **Pre-Tax Deduction for Parking**
3 **Qualified Transportation Fringe Benefits**

4 The Qualified Transportation Fringe Benefits Program is regulated by the Internal
5 Revenue Service (IRS), and is offered to State of Michigan employees to enable them
6 to use pre-tax dollars to pay for eligible parking expenses and MichiVan ridership fees.
7 Eligible parking expenses include those incurred in a non-State owned or leased
8 parking lot/ramp and metered parking. Eligible MichiVan expenses include ridership
9 and parking fees. Employees can enroll by calling MI HR Service Center or logging
10 on to MI HR Self-Service.

11
12 **LETTER OF UNDERSTANDING #14**
13 **Fire/Crash Rescue Officers**

14 This Letter of Understanding sets forth certain conditions of employment for
15 permanent full-time Fire/Crash Rescue Officers, in classification codes 4091402,
16 4091403 and 4091404, employed in the Michigan Department of Military and Veterans
17 Affairs National Guard bases.

18 The parties recognize that because the employees covered by this Letter of
19 Understanding permanently work a minimum of a 106-hour pay period, certain
20 equitable changes should be made in the granting and/or accumulation of fringe
21 benefits so as to neither advantage nor disadvantage these employees when
22 compared to other Bargaining Unit employees who work the traditional 80 hours per
23 pay period. Such changes are based upon a recognized standard of a minimum 106
24 hours per pay period. In recognition of this, the parties agree as follows:

- 25 1. LTD Premiums and Benefits – Based on their hours worked, employees included
26 in this Letter of Understanding will receive proportional consideration for premiums
27 and benefits as employees on an 80-hour standard.
- 28 2. Completed Pay Period – Under this Letter of Understanding a pay period shall be
29 a completed pay period if, a) an employee works their regularly scheduled hours,
30 or b) those regularly scheduled hours are covered by approved leave time.
- 31 3. Paid Sick Leave – Employees covered by this letter shall be credited with 7.0 hours
32 of paid sick leave for every completed pay period. Paid service in excess of a
33 completed pay period will not be counted toward sick leave accumulation.
- 34 4. Paid Annual Leave:
- 35 Initial Leave Grant – Upon hire, each permanent employee shall be credited with
36 an initial annual leave grant of twenty point eight (20.8) hours, which shall be
37 immediately available, upon approval of the Employer, for such purposes as
38 voting, religious observance, and necessary personal business. The twenty point
39 eight hours (20.8) initial grant of annual leave shall not be credited to an employee
40 more than once in a calendar year.

- 1 Allowance –Subject to the applicable payoff cap below.
 2 Annual Leave shall be earned for each completed pay period as scheduled
 3 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.			

4 Paid service in excess of a completed pay period will not be counted toward annual
 5 leave accumulation. The cap on annual leave accumulation shall be 474 in
 6 accordance with the schedule above. No annual leave in excess of 240 hours shall
 7 be included in final average compensation for the purpose of calculating retirement
 8 benefits.

9 Personal Leave Grant – Permanent full-time non-Probationary employees shall
 10 receive two days of personal leave which shall equate to thirty-two (32) hours of
 11 personal leave to be used in accordance with normal requirements for annual
 12 leave usage.

13 5. Seniority Hours – Seniority shall be earned in accordance with the provisions of
 14 Article 11, Section A. of the primary Agreement. This provision shall be applied
 15 retroactively such that the seniority of Fire Crash Rescue Officers shall equate to
 16 their continuous service hours as recorded in the continuous service hours
 17 counter.

18 If the employee moves from a position that is based on a 106 hour standard to any
 19 other position that is based on an 80 hour standard, the Employer shall convert
 20 seniority hours of Service in accordance with the 80 hour standard prior to such
 21 move. Annual and sick leave accumulations will remain as earned, however, upon
 22 placement into the new position, the biweekly annual leave accrual will be based
 23 on the appropriate step in the annual leave accumulation schedule equivalent to
 24 years of service. Sick leave accrual will revert to the current 80 hour accumulation
 25 standard.

LETTER OF UNDERSTANDING #14

- 1 6. Continuous Service Hours – Employees will be credited with 80 continuous service
2 hours for every completed pay period.
- 3 7. Probationary Service Ratings – Probationary service ratings shall be issued in
4 accordance with current practice for 80 hour employees.
- 5 8. Hours to Step – For the purpose of crediting time toward scheduled step increases,
6 a maximum of 80 hours will be credited to each employee each pay period in which
7 a minimum of 80 hours of paid service is completed.
- 8 9. Overtime Compensation – Employees shall be compensated at the overtime rate
9 for hours worked in excess of 106 in a 14-day work period or hours worked outside,
10 of the employee’s regular schedule. The work period is defined as 14 consecutive
11 calendar days.
- 12 10. Holiday Pay – Employees shall receive 5.2 hours of compensatory time or cash
13 payment per pay period in lieu of holiday pay. In even years for election day,
14 employees shall receive 5.6 hours of compensatory time or cash payment per pay
15 period in lieu of holiday pay. Requests to receive cash payment shall be submitted
16 in writing annually, no later than August 15th, and shall become effective the first
17 full pay period in October.
- 18 11. Temporary Military Leave of Absence – Employees shall be paid the difference
19 between the gross military pay received and their regular rate of gross pay up to
20 the amount the employee would normally receive based on the work schedule for
21 that pay period. To be eligible for such payment, employees shall provide to the
22 Employer a copy of their military pay record for such period of time.
- 23 12. Shift Differential – Will not be paid to employees.
- 24 13. Longevity – Eligibility and payment shall be in accordance with the current
25 standard and schedule for 80 hour employees in accordance with the primary
26 Agreement.
- 27 14. Lost Time – Hours which are regularly scheduled but not worked in a pay period
28 and not covered by authorized Leave shall be considered lost time.
29 For Seniority Hours.- Lost time will be reflected on an hour-for-hour basis.
30 For Continued Service: For each 1.3 hours (or fraction thereof) of lost time, 1 hour
31 (or appropriate fraction thereof) of lost time will be deducted from the employee’s
32 80 hour counter, longevity counter, hours to step, service rating hours, and annual
33 leave probation hours for that pay period.
- 34 15. Retirement – In accordance with State Employees Retirement Act.

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LETTER OF UNDERSTANDING #15
Between Michigan State Employees Association and the Department of
Natural Resources – Safety and Regulatory Unit and Office of the State
Employer

The parties agree that employees in Seasonal positions will be allowed to place their names on the appropriate transfer list to be considered for full-time permanent positions at their current worksite. The application of the transfer process will continue to adhere to Article 13 of the contract and its identified parameters.

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

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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 lan. Such contributions shall be treated as non-elective Employer contributions, and shall be calculated using the product of the following: (i) the number of BLT hours and, (ii) the employee's base hourly rate in effect at the time of the contribution. If the amount of a projected contribution would exceed the maximum amount allowable under Section 415 of the Internal Revenue Code (when combined with other projected contributions that count against such limit), the State shall first make a contribution to the employee's account within the State of Michigan 401(k) plan up to the maximum allowed, and then make the additional contribution to the employee's account within the State of Michigan 457 plan.

5. Insurances, Leave Accruals and Service Credits.

Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals

1 will continue as if the employee had received pay for the BLT hours. Premiums,
2 coverage and benefit levels for insurance programs (including LTD) in which the
3 employee is enrolled will not be changed as a result of participation in the Program.
4 Employees shall incur no break in service due to participation in the Program.
5 Subject to legislative approval, the Program is not intended to have an effect on
6 the Final Average Compensation calculations under the State's Defined Benefit
7 Plan nor the salary used for Employer contribution calculations under the State's
8 Defined Contribution Plan.

9 **6. Relationship to Plan A and Plan C.**

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

11 **7. Term.**

12 The Program shall be effective beginning with the first full pay period in January
13 2005, and continuing through the end of the pay period beginning October 9, 2005.
14 The pay reduction and accrual provisions of the Program shall be in effect through
15 the pay period ending October 22, 2005. There shall be no further BLT for the
16 remaining term of the contract.

17
18 **LETTER OF UNDERSTANDING #19**
19 **Firearm Storage**

20 In order to promote the safe handling and storage of firearms, the departmental
21 Employer shall reimburse employees, required to carry a firearm in the course of their
22 duties, for costs related to securing and storing a department issued firearm. This one
23 time reimbursement shall be for actual costs and shall not exceed \$100.00.

24
25 **LETTER OF UNDERSTANDING #20**
26 **Article 8—Grievance Arbitration Tracking System**

27 The Employer agrees to develop access to an arbitration listing and indexing system
28 which would permit the parties to review cases previously decided between the parties
29 for their potential value in resolving existing disputes. The cost (if any) of developing
30 such access will be shared equally between the parties. In the event that a new
31 arbitration listing and indexing system is developed, the Employer and MSEA shall
32 meet to discuss the union's access.

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LETTER OF UNDERSTANDING #21

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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.

1 4. Beginning October 1, 2008 employees may provide a receipt in accordance
2 with MSP procedure to request reimbursement.

3 5. The Department will continue to provide all employees with all-weather
4 footwear.

5 **LETTER OF UNDERSTANDING #23**
6 **Between Michigan State Employees Association and State of Michigan, Office**
7 **of the State Employer—Article 43 Section D**

8 During negotiations in 2004, the parties agreed to implement the Disease
9 Management Program known as Blue Health Connection and a PPO network for
10 durable medical equipment and prosthetic and orthotic appliances effective October
11 1, 2005. Both of these programs will result in improved benefits for employees and a
12 cost savings to the State Health Plan. The parties therefore agree to request Civil
13 Service Commission approval to implement these provisions effective April 10, 2005
14 or as soon as administratively feasible thereafter.

15

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

18

19 **LETTER OF UNDERSTANDING #25**
20 **Motor Carrier, Capital Security and Conservation Officers**

21 The MSEA and the Office of the State Employer and the applicable Department agree
22 to meet following the effective date of this Agreement upon request of either party to
23 discuss related to the recruitment and retention of officers in these classifications. The
24 committee review will include but not be limited to, training practices as well as
25 scheduling and compensation issues. Findings which involve mandatory subjects of
26 bargaining may be shared during negotiations for the next Agreement.

27

28 **LETTER OF UNDERSTANDING #26**
29 **Article 13**

30 During the course of negotiations in 2011, the parties discussed current and possible
31 future changes in the workforce and departmental operations which may result in the
32 displacement of Bargaining Unit employees. The parties agree to meet to explore
33 options available for employees to pursue employment opportunities to avert
34 displacement and/or attain state employment in the proximity of the original work
35 location. Such options may include, but are not limited to, transferring or hiring
36 qualified displaced employees for vacancies before others are hired. Any changes that
37 would modify the Collective Bargaining Agreement would be implemented in a
38 separate Letter of Understanding that would be submitted to the Civil Service
39 Commission for approval.

LETTER OF UNDERSTANDING #27

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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;

- 1 c. Review the current specialty pharmacy program and identify best-in-class
2 specialty programs to use as a benchmark;
- 3 d. Analyze current HMO plans to determine if they are a cost-effective means of
4 providing high quality health care;
- 5 e. Investigate impact on outcomes and costs of Value Based Benefit Designs;
- 6 f. Identify opportunities for cost-containment programs and carve out programs;
- 7 g. Investigate opportunities to save costs by modifying or otherwise limiting medical,
8 professional and pharmacy networks;
- 9 h. Review current chronic care management programs to determine effectiveness as
10 well as ongoing member compliance;
- 11 i. Investigate work place health and wellness programs and make recommendations
12 with the goal of educating and motivating employees toward improved health and
13 wellbeing;
- 14 j. Make recommendations to increase voluntary participation in health and wellness
15 screenings and benefits included in current health plans;
- 16 k. Identify educational opportunities relative to facility and professional provider
17 quality data, as well as designated centers of excellence.

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

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

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

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LETTER OF UNDERSTANDING #30
NEOGOV

29 During the course of negotiations in 2011, the parties discussed the changes in
30 technology related to the hiring process; specifically the NEOGOV system. The parties
31 have agreed to explore the use of this technology for mutually beneficial opportunities
32 in order to streamline the transfer request process. Any changes that would modify
33 the Collective Bargaining Agreement would be implemented in a separate Letter of
34 Understanding that would be submitted to the Civil Service Commission for approval.

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LETTER OF UNDERSTANDING #31
New Solutions Committee

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

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

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

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

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). If the MSEA should prevail on its challenges, the parties agree to return to contract language in Article 6

1 in the 2011-2013 Collective Bargaining Agreement. The parties further agree to return
2 to contract language in Article 6 in the 2011-2013 Collective Bargaining Agreement if
3 Public Act 349 is otherwise held invalid by a State, or Federal Court, or Repealed.

4
5 **LETTER OF UNDERSTANDING #34**
6 **Article 43.T**

7 During the negotiations in 2013 the parties discussed the requirement in Article 43,
8 Section T to attach the receipt for any reimbursed meal to the request for travel
9 reimbursement for actual expenses up to the maximum reimbursable rate as provided
10 in Article 43.

11 The Employer and Union agree to implement a pilot program to suspend the
12 requirement to attach meal receipts to such requests. Since travel reimbursement is
13 subject to departmental review, it remains the employee's responsibility to maintain
14 supporting documentation of actual meal expenses incurred for which reimbursement
15 from the Department was received.

16 The pilot program will continue for the duration of the Agreement unless the Office of
17 the State Employer identifies problems that cannot be resolved after meeting with the
18 Union. The Employer reserves the right to reinstate the requirement for receipts at any
19 time during the pilot program if the parties fail to resolve any identified problems.

20 FOR THE UNION

FOR THE EMPLOYER

21
22 During the negotiations in 2015 this pilot program was suspended.

23
24 **LETTER OF UNDERSTANDING #35**
25 **Federal Excise Tax Implications**

26
27 The aggregate cost for the SHP PPO and HMO's extending into 2018 must fall below
28 the federal excise tax thresholds established by the IRS under PPACA. The aggregate
29 cost which must be counted toward the applicable 2018 federal excise tax threshold
30 will be calculated in accordance with IRS guidelines.

31
32 The parties agree to meet to convene the Joint Health Care Committee no less than
33 monthly beginning January 2016. The Committee shall jointly share the most recent
34 information available, subject to change, including total premiums (employer and
35 employee share) and employee pre-tax medical Flexible Spending Account (FSA)
36 contributions in the aggregate cost.

37
38 The Committee shall also discuss various plans to maintain health care costs.
39 Discussions shall include updates on the IRS regulations relative to the excise tax as
40 well as all options to stay below the threshold.

LETTER OF UNDERSTANDING #36

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

6
7 It is the intent of the parties that the Joint Health Care Committee will utilize all options
8 to avoid the excise tax. However, in the event such collaboration does not result in
9 avoiding the excise tax, the parties will negotiate the terms of the health insurance
10 plan with an end result that will provide the costs stay below the excise tax threshold.

11
12 The employer agrees to provide notice as soon as administratively feasible, but not
13 later than July 13, 2017, of the SHP PPO rates and HMO rates for FY 18. If the
14 aggregate cost for any one of the health insurance plans offered by the State for
15 enrollment (the SHP PPO or any HMO's) extending into 2018 exceeds federal excise
16 tax thresholds established by the IRS, the parties agree that beginning with the
17 Flexible Spending Account (FSA) enrollment for calendar year 2018, the medical
18 spending account option under Article 43, Section V will be reduced or eliminated to
19 maintain aggregate cost below the applicable 2018 federal excise tax thresholds,
20 unless prohibited by law, or if doing so would invalidate the plan in whole or in part
21 resulting in additional costs to the employer and/or employees.

22
23 **LETTER OF UNDERSTANDING #36**
24 **Wellness**

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

28
29 These negotiations included discussing programs designed to target wellness in a
30 manner that would be beneficial to the workers and could result in decreased costs to
31 the group insurance program.

32
33 It is the intent of the parties to begin immediate discussions within the Joint Health
34 Care Committee on the wellness concepts and identified during those negotiations.

35
36 **LETTER OF UNDERSTANDING #39**
37 **Other Eligible Adult Individual-Health Insurance**

38 **Article 43 Sections D, E, F, H & L**

39
40 Where the employee does not have a spouse eligible for enrollment in the State Health
41 Plan, the plan shall be amended to allow a participating employee to enroll one other
42 eligible adult individual, as set forth below:

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

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

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

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

13 FOR THE UNION

FOR THE EMPLOYER

14

15 **LETTER OF UNDERSTANDING #40**
16 **Union Use of State's E-mail System**

17 **Pilot Program**

18

19 Where access to the State's e-mail system is otherwise available, the Employer
20 agrees to a pilot program that permits use of the State's existing e-mail system by the
21 Michigan State Employee Association (MSEA) Central Office for transmitting
22 legitimate union business to bargaining unit employees. Any use of the State's e-mail
23 system by a bargaining unit employee to review any such union materials transmitted
24 must take place on non-work time only, e.g. breaks and lunch.

25

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

30

31 No partisan political, or profane materials, or materials related to union elections, or
32 materials defamatory or detrimental to the State, to MSEA, or to an individual
33 employee, may be transmitted through the State's e-mail system. The Employer
34 reserves the right to block any and all such material. MSEA will be notified of any
35 blocked material. The State's e-mail system is not private and may be monitored at
36 any time.

37

SETTLEMENT AGREEMENT

1 In the event the Office of the State Employer determines that MSEA’s use of the
2 State’s e-mail system violates provisions of this Letter of Understanding, upon notice
3 from the Office of the State Employer, MSEA shall promptly take steps to correct the
4 violation. In the event of a repeat violation, the Office of the State Employer and MSEA
5 shall meet and resolve the issue.

6
7 The program will continue through December 31, 2018 unless the Office of the State
8 Employer identifies issues that cannot be resolved after meeting with MSEA. The
9 Office of the State Employer reserves the right to cancel the program if the parties fail
10 to resolve any identified issue(s).

11
12 FOR THE UNION

FOR THE EMPLOYER

13
14 **SETTLEMENT AGREEMENT**
15 **Between STATE OF MICHIGAN and MICHIGAN STATE EMPLOYEES**
16 **ASSOCIATION (MSEA)**

17 The aforementioned Parties hereby agree to settle the attached grievances based on
18 the conditions set forth herein:

19 **See Attached Spreadsheet**

- 20 1. The parties acknowledge the Mittenthal decision (AAA 54 390 01208 09) further
21 clarified the language in Article 12, Section A (1) (a) of the MSEA Collective
22 Bargaining Agreement (CBA) does not require that the Employer consider funding
23 source when issuing temporary layoff days (TLDs).
- 24 2. In addition, the parties acknowledge AAA 54 390 01208 09 further clarified that
25 Article 12, Section A(1) provides the Employer may, but is not required to, layoff
26 out of line of seniority because of function/specialty and/or funding source.
- 27 3. The number of TLDs outlined in Article 12 of the CBA will be reduced from twenty
28 or less cumulative (20) days in a fiscal year to six (6) or less cumulative days in a
29 fiscal year as long as the parties do not re-litigate provisions 1 and 2 above.
- 30 4. The Union hereby withdraws the attached list of grievances, with prejudice.
- 31 5. This settlement constitutes full and binding agreement of the parties and provides
32 for a full resolution of said grievances.

33 /s/ Kenneth Moore 10/20/2011

34 Kenneth C. Moore, President Date

35 Michigan State Employees Association

36 /s/ Valerie S. Hill 10/20/2011

SETTLEMENT AGREEMENT

- 1 Valerie S. Hill, Labor Relations Specialist Date
- 2 Office of the State Employer

MSEA #	DEPT	ISSUE	AAA Case #
LL10-017	MSP	TLD - Shutdown	54-390-373-10
LL10-018	Lottery	TLD - Shutdown	54-390-374-10
LL10-019	MDOT	TLD - Shutdown	54-390-375-10
LL10-020	Education	TLD - Shutdown	54-390-376-10
LL10-021	State	TLD - Shutdown	54-390-372-10
LL10-022	DMVA	TLD - Shutdown	54-390-387-10
LL10-023	DMB	TLD - Shutdown	54-390-388-10
LL10-024	DEQ	TLD - Shutdown	54-390-389-10
LL10-025	DIT	TLD - Shutdown	54-390-390-10
LL10-027	DNR	TLD - Shutdown	54-390-392-10
LL10-028	Treasury	TLD - Shutdown	54-390-394-10
LL10-029	Agriculture	TLD - Shutdown	54-390-395-10
LL10-030	MEDC	TLD - Shutdown	54-390-396-10
LL10-031	Auditor General	TLD - Shutdown	54-390-397-10
LL10-032	HAL	TLD - Shutdown	54-390-398-10
LL10-033	AG		
LL10-034	DCH	TLD - Shutdown	54-390-400-10
LL10-035	DHS	TLD - Shutdown	54-390-402-10
LL10-036	DLEG	TLD - Shutdown	54-390-371-10
LL10-041	Agriculture	TLD - Funding	54-390-489-10
LL10-042	AG		
LL10-043	Auditor	TLD - Funding	54-390-490-10
LL10-044	DCH		
LL10-045	DOC	TLD - Funding	54-390-544-10
LL10-046	Education	TLD - Funding	54-390-497-10
LL10-047	DLEG	TLD - Funding	54-390-545-10
LL10-048	DEQ	TLD - Funding	54-390-499-10
LL10-049	DHS	TLD - Funding	54-390-539-10
LL10-050	Lottery	TLD - Funding	54-390-496-10
LL10-051	DMB	TLD - Funding	54-390-540-10
LL10-052	MEDC	TLD - Funding	54-390-498-10
LL10-053	DIT	TLD - Funding	54-390-541-10
LL10-054	DMVA	TLD - Funding	54-390-542-10
LL10-055	DNR	TLD - Funding	54-390-494-10
LL10-056	State	TLD - Funding	54-390-495-10
LL10-057	MSP	TLD - Funding	54-390-546-10
LL10-058	MDOT	TLD - Funding	54-390-491-10

SETTLEMENT AGREEMENT

LL10-059	Treasury	TLD - Funding	54-390-543-10
LL10-060	Agriculture	TLD - Seniority	54-390-431-10
LL10-061	AG		
LL10-062	Auditor	TLD - Seniority	54-390-452-10
LL10-063	DCH	TLD - Seniority	54-390-432-10
LL10-064	MDOC	TLD - Seniority	54-390-449-10
LL10-065	Education	TLD - Seniority	54-390-469-10
LL10-066	DLEG	TLD - Seniority	54-390-468-10
LL10-067	DEQ	TLD - Seniority	54-390-460-10
MSEA #	DEPT	ISSUE	AAA Case #
LL10-068	DHS	TLD - Seniority	54-390-447-10
LL10-069	DIT	TLD - Seniority	54-390-448-10
LL10-070	Lottery	TLD - Seniority	54-390-459-10
LL10-071	DMB	TLD - Seniority	54-390-462-10
LL10-072	MEDC	TLD - Seniority	54-390-465-10
LL10-073	DMVA	TLD - Seniority	54-390-461-10
LL10-074	DNR	TLD - Seniority	54-390-680-10
LL10-075	State	TLD - Seniority	54-390-464-10
LL10-076	MSP	TLD - Seniority	54-390-453-10
LL10-077	MDOT	TLD - Seniority	54-390-455-10
LL10-078	Treasury	TLD - Seniority	54-390-458-10
LL10-026	MSP	TLD - Misc	54-390-391-10
LL09-107	Hogue (Group)	TLD - Misc	54-390-1232-9
LL09-117	Ken Moore	TLD - Misc	54-390-1119-9

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