

1-3 Regulations and Advisories

The state personnel director ~~is authorized to~~ may issue regulations and advisories ~~that the director deems to be~~ necessary or useful. A regulation ~~issued by the state personnel director~~ is binding, unless the commission finds that ~~the regulation~~ it violates a rule. An advisory does not have the force and effect of law and is not binding. The ~~state personnel~~ director shall make ~~all~~ regulations and advisories available to employees through ~~their personnel offices and~~ the internet.

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2-7 Drug and Alcohol Testing

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2-7.4 Penalties

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(b) New hires.

- (1) **Rescission of conditional offer ~~of employment~~.** If a person ~~given a~~ conditionally offered of employment fails or ~~refuses to submit to the~~ does not complete a preemployment drug test, interferes with a test procedure, or tampers with a test sample, the appointing authority ~~must~~ shall rescind the conditional offer ~~of employment~~ in writing. The rescission must include notice of the complaint procedure and the 14-day time limit ~~provided in subsection (b)(2)~~. ~~A~~ The person ~~whose conditional offer of employment is rescinded must not be appointed to the position in the classified service. The person also is ineligible~~ disqualified for appointment to the classified service for three years.
- (2) **Complaint ~~by applicant~~.** ~~If a person~~ An applicant claimings that ~~the a~~ rescission ~~of the person's conditional appointment as authorized in~~ under subsection (b)(1) was contrary to article 11, §5, ~~of the constitution~~ or a ~~civil service~~ rule or regulation, ~~the person~~ may file a written complaint with the state personnel director.
 - (A) The director ~~A complaint~~ must ~~be received by the~~ complaint state personnel director within 14 ~~calendar~~ days after the appointing authority ~~mailed the~~ gave written notice of the rescission ~~of the conditional offer of employment and this complaint procedure. The person must also file a copy of the complaint with the appointing authority.~~
 - (B) The director shall review the complaint and issue a decision ~~under procedures authorized in the regulations.~~
 - (C) If the ~~director determines that the~~ rescission was contrary to article 11, §5, ~~of the constitution~~ or a ~~civil service~~ rule or regulation, the director may order an appropriate remedy, including ~~but not limited to~~, reinstating the offer ~~of employment~~, ordering another drug test, ~~or~~ and requalifying the ~~person applicant~~ for classified appointments ~~to the classified service.~~
 - (D) ~~Either the person or the~~ The applicant or appointing authority may appeal the director's final decision to the ~~civil service~~ commission.

2-14 Rights of Employees Absent Due to Service in the Uniformed Services

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2-14.6 Supplemental Coverage for State National Guard Duty

An employee who is a member of a national guard unit or the state defense force ~~and who~~ is ordered to emergency active duty by the governor or volunteers for such state duty or ordered to active service as defined in chapter 1 of the Michigan military act ~~is entitled to the~~ receives employment and return-to-work rights and benefits provided in under this rule and ~~the applicable related~~ regulations ~~even if the employee is not entitled to similar rights or benefits under federal law.~~

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3-7 Revocation of Appointment

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3-7.2 Methods of Review

Civil service staff may review any appointment ~~as part of~~ under the civil service audit function or ~~as the result of~~ a technical appointment complaint.

(a) Audit review.

- (1) ~~Revocation of appointment.~~ If an audit reveals ~~civil service staff audits an appointment and determines that the~~ a selection, an appointment, or a certification violated a ~~civil service~~ rule or regulation, the ~~state personnel~~ director may order corrective action, including revoking ~~of~~ the appointment. The director shall give ~~written notice of the revocation to~~ the appointing authority and the ~~employee~~ appointee whose appointment is revoked written notice.
- (2) ~~Subsequent technical complaint~~ Review. An ~~employee~~ appointee whose appointment is revoked, or the ~~employee's~~ appointing authority, may file a technical appointment complaint regarding over a revocation order within 14 ~~calendar~~ days after its issuance ~~the date the revocation order was issued~~. If a timely ~~technical appointment~~ complaint is filed, the technical review officer may ~~revocation order is automatically stayed~~ the order pending a final decision ~~or further order of the technical review officer~~.

(b) Technical appointment complaint ~~by candidate~~.

- (1) ~~Technical appointment complaint a~~ Authorized. If an unsuccessful candidate files a timely technical appointment complaint ~~under rule 8-3 (Technical Complaints)~~ and the technical review officer determines that the challenged appointment violated a ~~civil service~~ rule or regulation, the officer may order corrective action, including ~~revocation of~~ revoking the challenged appointment. The officer cannot order a candidate's appointment.
- (2) ~~Notice to incumbent~~. If a ~~technical appointment~~ complaint is filed, the incumbent ~~employee whose appointment is being challenged in the complaint is entitled to~~ must be given notice of the complaint and ~~an opportunity allowed~~ to defend the appointment. ~~If the technical review officer revokes a~~ An incumbent ~~employee's whose~~ appointment, ~~that incumbent employee is revoked~~ is

bound by the complaint's final determination ~~of the technical review officer, including revocation of the incumbent employee's appointment.~~

4-6 Senior Executive ~~Service (SES)~~ and Senior Executive Management Assistant Services

4-6.1 Defined

(a) SES. The senior executive service (SES) ~~consists of~~ includes the highest level classified positions ~~in which~~ where the employee typically (1) reports directly to a director, board, or commission heading an agency, ~~or a deputy director of an agency,~~ (2) formulates and implements major policy, or (3) influences major programs and policies relating to ~~the~~ an agency's critical mission ~~of an agency.~~ The SES is in ECP Group 4.

(b) SEMAS. The senior executive management assistant service (SEMAS) includes positions reporting to members of policymaking boards and commissions, agency directors, SES members, and equivalent unclassified positions. These positions perform administrative-support, management-assistant, and related executive-support duties. The SEMAS is in ECP Group 1.

4-6.2 Conditions of Employment

(a) **Performance pay.** All SES and SEMAS positions ~~in the senior executive service~~ are ~~included~~ in a performance-pay program.

(b) **~~Qualifications; limited~~ Limited appointment.** ~~A position in the senior executive service~~ All SES or SEMAS positions must be filled by a qualified ~~person~~ persons under ~~a senior executive service agreement~~ SES or SEMAS agreements approved by the state personnel director. ~~The agreement~~ Agreements must provide ~~for a limited-term appointments, the duration of which~~ that cannot exceed 2 two years.

(c) **~~Lateral job changes. Transfers.~~ Transfers.** ~~An e~~ Employees in ~~a senior executive service~~ SES or SEMAS positions may be receive a lateral job change ~~transferred~~ transferred to another ~~senior executive service~~ SES or SEMAS positions. A ~~lateral job change~~ transfer within the employee's own agency is not grievable, except as authorized in rule 8-1-~~(Grievances).~~ ~~In the event of a lateral job change.~~ For a transfer, the parties may agree to a new ~~senior executive service contract~~ SES or SEMAS agreement.

(d) **~~Removal during term.~~ Removal during term.** During ~~the term of~~ an appointment's term ~~and before the expiration of the term of appointment,~~ an employee may be removed only (1) for cause, ~~including unsatisfactory performance,~~ or (2) if the position is abolished. ~~A senior executive~~ An employee dismissed before the ~~expiration of the term of appointment~~ expires may appeal the dismissal through the civil service grievance ~~and appeal procedure~~ process. ~~However, except when~~ Unless required to implement ~~subsections (g)(1) and (g)(2),~~ no damages may be awarded for any period after the ~~date of expiration of the term of appointment~~ term expires.

(e) **Reappointment.**

(1) **~~No right to reappointment.~~ No right to reappointment.** ~~An appointee to the senior executive service~~ SES or SEMAS appointees has ~~no~~ no expectation in, or right to, ~~a~~ a reappointment ~~at the expiration of~~ when an appointment. ~~There is no requirement that an~~ expires. An appointing authority need not provide any ~~reason or~~

justification ~~for if~~ not reappointing ~~a person~~ to a further term ~~in the senior executive service~~. Reappointment is solely within the ~~discretion of the~~ appointing authority's discretion. No action by an appointing authority ~~may~~can create an expectation in, or right to, reappointment, except executing a new SES or SEMAS agreement.

- (2) **Time limits.** ~~I~~When ~~an appointing authority~~ reappoints SES or a senior executive ~~SEMAS members~~, the appointing authority and ~~the senior executive~~ employee shall execute a new ~~senior executive~~ SES or SEMAS agreement to take effect ~~at the expiration of~~ when the original appointment ~~expires~~, subject to the ~~approval of the~~ state personnel director's approval. ~~A senior executive~~ An agreement ~~cannot be~~ executed more than ~~6~~ six months before the ~~earliest~~ appointment's effective date ~~of the appointment~~. ~~Any senior executive agreement executed more than 6 months before the effective date of the appointment is void and cannot be enforced. Any senior executive agreement that purports or purporting~~ to be effective for ~~more than 2~~ over two years is void and cannot be enforced.
- (3) **Continuation in position not effective.** ~~A p~~ Persons cannot continue in SES or a senior executive ~~service~~ SEMAS positions without a valid appointment agreement. Continuation ~~in a senior executive service position~~ without a valid ~~appointment~~ agreement approved by the ~~state personnel~~ director, with or without the ~~consent of the~~ appointing authority's consent, cannot create an enforceable appointment.
- (4) **Improper classification.** If civil service staff determines that ~~a senior executive service~~ SES or SEMAS position ~~is~~ are not properly ~~improperly~~ classified, an appointing authority cannot appoint or reappoint any person to ~~the position~~ or execute ~~a senior executive service position~~ new agreements for the positions until civil service staff ~~has approved~~ approves ~~an~~ updated position descriptions and properly ~~classified~~ classify the positions.
- (f) **Exemptions Bumping.** ~~An employee occupying a senior executive service position~~ Employees cannot exercise employment preference against employees in SES or SEMAS positions ~~cannot be displaced by another employee exercising employment preference.~~
- (g) **Termination of appointment.** When (1) the parties mutually agree to terminate SES or a senior executive ~~service~~ SEMAS agreements, (2) ~~an SES~~ position ~~is~~ are abolished, or (3) ~~the term of~~ appointments expires, ~~the employees's~~ future status is established ~~according to~~ under the following provisions:
 - (1) **Employee with prior status.** If the employee had continuing status ~~at the time of appointment~~ when appointed to the ~~senior executive service~~ SES or SEMAS, the following options are available:
 - (A) **Employment preference Bumping.** The employee may return to a position ~~in accordance with~~ under and subject to the civil service ~~the~~ rules and regulations ~~governing on~~ employment preference in effect ~~when~~ at the time the employment preference is exercised. ~~If the employee is required to return to a position at a lower classification than held at the time of appointment to the senior executive service, the employee may later receive a lateral job change to any position in the classified service, not exceeding the classification held at the time of appointment to the senior executive service, for which the employee is otherwise qualified. Such a lateral job change requires the approval of the employee, the appointing authority, and the state personnel director.~~

- (B) **Approved placement.** The employee and ~~the~~ appointing authority may, with the state personnel director's consent~~approval~~ of the state personnel director, mutually agree upon~~to~~ an appropriate placement.
- (2) **Pay protection.** If exercising an option in ~~subsection (g)(1) is exercised~~, the employee returns to a position with a base salary not less than the employee's base salary ~~of the employee immediately before entry into the senior executive service. The state personnel director shall approve a base salary for the employee which is equal to the base salary of the employee before appointment to the senior executive service~~immediately before entering the SES or SEMAS, adjusted for ~~any later~~ general salary increases ~~approved during the period of appointment to the senior executive service. This pay.~~ Pay protection expires when the employee declines recall to or accepts a position with a base salary exceeding the protected base salary ~~received upon return from the senior executive service or at such other time or~~ as otherwise provided in the regulations.
- (3) **Employee ~~with no prior~~without status.** If the employee had no ~~continuing~~ous status ~~in the classified service at the time of appointment~~when appointed to the ~~senior executive service~~SES or SEMAS, the appointing authority shall separate the employee from the classified service, unless ~~otherwise properly~~ appointed to another position.
- ~~(4) **Termination for cause.** Notwithstanding any other provision to the contrary, if an appointee to senior executive service is terminated for cause during the term of appointment, the appointing authority shall separate the employee from the classified service, irrespective of any status at the time of appointment or fall-back agreement.~~

4-6.3 ~~Senior Executive Service~~SES or SEMAS Agreement

- (a) **Agreement.** ~~No person can be~~ All appointments ~~to SES or a senior executive SEMAS positions~~ except as provided by this rule and the regulations and unless the person require executes ing an a senior executive service agreement in a form authorizedapproved by the state personnel director. An appointing authority ~~is not authorized to~~cannot vary the fixed provisions on ~~the any senior executive service~~SES or SEMAS agreement form approved by the ~~state personnel~~ director.
- (b) **Minimum provisions.** ~~The senior executive service~~An agreement must include the following minimum provisions:
- (1) The ~~term of the~~ appointment's term cannot exceed 2two years.
 - (2) The agreement ~~automatically~~ expires ~~at the end of~~when the term ends.
 - (3) The employee agrees that the appointing authority ~~is under~~has no obligation, ~~implicit or explicit~~, to offer ~~the employee~~ a new ~~senior executive service~~ agreement ~~at the expiration of~~when the term ends. The appointing authority may decline to offer the employee a new ~~senior executive service~~ agreement for any reason or for no reason. ~~However, an appointing authority is prohibited from discriminating but cannot discriminate~~ against any candidate or employee regardingin appointment or compensation, as provided in rule 1-8 ~~[Prohibited Discrimination]~~.
 - (4) Appointment to the ~~senior executive service~~SES or SEMAS does not result in any employment preference or other right to continued classified employment ~~with the state~~. A person without continuing status when appointed ~~to the senior executive service who did not have continuing status in the state classified service at the time of appointment to the senior executive service~~ does not

acquire any ~~bumping~~ employment preference rights, ~~fall-back rights~~, or other rights to continued classified employment ~~with~~ when the ~~state at the expiration of the term of~~ appointment expires.

- (5) If ~~the~~ person has continuing status when appointed ~~to the senior executive service has continuing status in the classified service at the time of appointment to the senior executive service, the employee has the rights and options to~~, the employee retains any rights to retain ~~retain~~ continue in a classified position in ~~the classified service in~~ accordance with, ~~and subject to~~, the ~~civil service~~ rules and regulations in effect ~~at the time of the expiration of~~ when the appointment expires.
- (6) Any other provisions required by the ~~state personnel~~ director.

4-6.4 — Transitional Provisions

- ~~(a) — Abolition of classified executive service. Effective January 31, 1994, the civil service commission abolished the classified executive service and regulations. Effective on that same date, all positions in the classified executive service were reclassified as provided in the amendments to the compensation plan.~~
- ~~(b) — Protection of contractual rights. All rights that accrued to any member of the classified executive service prior to November 28, 1993, as a result of a specifically negotiated and written contractual provision which established particular fall back rights for the employee, are enforceable by the employee in the classified position to which the employee's classified executive position is reclassified. Any rights are not enforceable if the employee takes another position in or out of the senior executive service.~~
- ~~(c) — Frozen SES-eligible position. A position that meets the criteria for inclusion in the senior executive service is designated as an SES-eligible position. An SES-eligible position remains a frozen position until (1) it becomes vacant or (2) the employee occupying the position executes an agreement converting the position to the senior executive service and accepts the position.~~
- ~~(d) — Automatic conversion of SES-eligible positions. Upon an occurrence provided in subsection (c), the SES-eligible position automatically ceases to be a frozen classified position and becomes a classified position in the senior executive service. Any appointment to the position thereafter must be made in conformity with the rules and the regulations. A position converting to the senior executive service cannot be reclassified outside the senior executive service except upon approval of the state personnel director.~~
- ~~(e) — Treatment of incumbent employees. Employees in SES-eligible positions as of the effective date of the abolition of the classified executive service continue in their status during any continuous appointment in a frozen, SES-eligible position, subject to all civil service rules and regulations. An SES-eligible position, and the employee occupying an SES-eligible position, are subject to this rule only insofar as the rule (1) applies to conversion of the SES-eligible position to the senior executive service or (2) modifies any other civil service rule or regulation applicable to the classified service. An employee may, but is not required to, execute a senior executive service agreement for the SES-eligible position that the employee occupies.~~

4-7 ~~[Reserved]~~ Senior Executive Management Assistant Service (SEMAS)

4-7.1—Defined

The senior executive management assistant service (SEMAS) consists of senior executive management assistant positions that report to members of policy making boards or commissions, agency directors, members of the senior executive service, and other equivalent unclassified positions. Employees in these positions perform administrative support, management assistant, and related executive support activities.

4-7.2—Conditions of Employment

- ~~(a) Performance pay.~~ All positions in the senior executive management assistant service are included in a performance pay program.
- ~~(b) Qualifications; limited appointment.~~ A position in the senior executive management assistant service must be filled by a qualified person under a senior executive management assistant service agreement (SEMAS agreement) approved by the state personnel director. The agreement must provide for a limited-term appointment, the duration of which cannot exceed 2 years.
- ~~(c) Lateral job changes.~~ An employee in a senior executive management assistant position may receive a lateral job change to another senior executive management assistant position. A lateral job change within the employee's own department or autonomous entity is not grievable except as authorized in rule 8-1 (Grievances). In the event of a lateral job change, the parties may agree to a new SEMAS agreement.
- ~~(d) Removal during term.~~ During the term of appointment and before the expiration of the term of appointment, an incumbent employee may be removed only (1) for cause, including unsatisfactory performance, or (2) if the position is abolished. A senior executive management assistant dismissed before the expiration of the term of appointment may appeal the dismissal through the civil service grievance and appeal procedure. However, except when required to implement subsections (g)(1) and (g)(2), no damages may be awarded for any period after the date of expiration of the term of appointment.
- ~~(e) Reappointment.~~
 - ~~(1) No right to reappointment.~~ An appointee to the senior executive management assistant service has no expectation in, or right to, a reappointment at the expiration of an appointment. There is no requirement that an appointing authority provide any reason or justification for not reappointing a person to a further term in the senior executive management assistant service. Reappointment is solely within the discretion of the appointing authority. No action by an appointing authority may create an expectation of, or right to, reappointment.
 - ~~(2) Time limits.~~ If an appointing authority reappoints a senior executive management assistant, the appointing authority and the senior executive management assistant shall execute a new senior executive management assistant service agreement to take effect at the expiration of the original appointment, subject to the approval of the state personnel director. A senior executive management assistant service agreement cannot be executed more than 6 months before the earliest effective date of the appointment. Any senior executive management assistant service agreement executed more than 6 months before the effective date of the appointment is void and cannot be enforced. Any senior

~~executive management assistant service agreement which purports to be effective for more than 2 years is void and cannot be enforced.~~

~~(3) **Continuation in position not effective.** A person cannot continue in a senior executive management assistant position without a valid appointment agreement. Continuation in a senior executive management assistant position without a valid appointment agreement approved by the state personnel director, with or without the consent of the appointing authority, cannot create an enforceable appointment.~~

~~(4) **Improper classification.** If civil service staff determines that a senior executive management assistant service position is not properly classified, an appointing authority cannot appoint or reappoint any person to the position or execute a SEMAS agreement for the position until civil service staff has approved an updated position description and properly classified the position.~~

~~(f) **Exemptions.** An employee occupying a senior executive management assistant service position cannot be displaced by another employee exercising employment preference.~~

~~(g) **Termination of appointment.** When (1) the parties mutually agree to terminate a senior executive management assistant service agreement, (2) the position is abolished, or (3) the term of appointment expires, the employee's future status is established according to the following provisions:~~

~~(1) **Employee with prior status.** If the employee had continuing status at the time of appointment to the senior executive management assistant service, the following options are available.~~

~~(A) **Employment preference.** The employee may return to a position in accordance with and subject to the civil service rules and regulations governing employment preference in effect at the time the employment preference is exercised. If the employee is required to return to a position at a lower classification than held at the time of appointment to the senior executive management assistant service, the employee may later receive a lateral job change to any position in the state classified service, not exceeding the classification held at the time of appointment to the senior executive management assistant service, for which the employee is otherwise qualified. Such a lateral job change requires the approval of the employee, the appointing authority, and the state personnel director.~~

~~(B) **Approved placement.** The employee and the appointing authority may, with the consent of the state personnel director, mutually agree upon an appropriate placement.~~

~~(2) **Pay protection.** If an option in subsection (g)(1) is exercised, the employee returns to a position with a base salary not less than the base salary of the employee immediately before entry into the senior executive management assistant service. The state personnel director shall approve a base salary for the employee which is equal to the base salary of the employee before appointment to the senior executive management assistant service, adjusted for any general salary increases approved during the period of appointment to the senior executive management assistant service. This pay protection expires when the employee accepts a position with a base salary exceeding the protected base salary received upon return from the senior executive management assistant service or at such other time as provided in the regulations.~~

~~(3) **Employee with no prior status.** If the employee had no continuous status in the classified service at the time of appointment to the senior executive management assistant service, the appointing~~

authority shall separate the employee from the classified service, unless otherwise properly appointed to another position.

- ~~(4) **Termination for cause.** Notwithstanding any other provision to the contrary, if an appointee to the senior executive management assistant service is terminated for cause during the term of appointment, the employee shall be terminated from state employment, irrespective of any status at the time of appointment or fall-back agreement.~~

4-7.3 — SEMAS Agreement

~~(a) **Agreement.** No person shall be appointed to a senior executive management assistant position unless the person executes a senior executive management assistant service agreement in a form authorized by the state personnel director. An appointing authority is not authorized to vary the fixed provisions of any senior executive management assistant service agreement form.~~

~~(b) **Minimum Provisions.** The senior executive management assistant service agreement must include the following minimum provisions:~~

- ~~(1) The term of the appointment cannot exceed 2 years.~~
- ~~(2) The agreement automatically expires at the end of the term.~~
- ~~(3) The employee agrees that the appointing authority is under no obligation, implicit or explicit, to offer the employee a new senior executive management assistant service agreement at the expiration of the term. The appointing authority may decline to offer the employee a new senior executive management assistant service agreement for any reason or for no reason. However, an appointing authority is prohibited from discriminating against any candidate or employee regarding appointment or compensation, as provided in rule 1-8 [Prohibited Discrimination].~~
- ~~(4) Appointment to the senior executive management assistant service does not result in any employment preference or other right to continued employment with the state. A person appointed to the senior executive management assistant service who did not have continuing status in the state classified service at the time of appointment to the senior executive management assistant service does not acquire any employment preference rights, fall-back rights, or other rights to continued employment with the state at the expiration of the term of appointment.~~
- ~~(5) If the person appointed to the senior executive management assistant service has continuing status in the classified service at the time of appointment to the senior executive management assistant service, the employee has the rights and options to retain a position in the classified service in accordance with, and subject to, the civil service rules and regulations in effect at the time of the expiration of the appointment.~~
- ~~(6) Any other provisions required by the state personnel director.~~

4-7.4 — Transitional Provisions

~~(a) **Frozen SEMAS-eligible position.** A position that meets the criteria for inclusion in the senior executive management assistant service is designated as an SEMAS-eligible position. A SEMAS-eligible position remains a frozen position until (1) it becomes vacant or (2) the employee occupying the position executes an agreement converting the position to the senior executive management assistant service and accepts the position.~~

~~(b) Automatic conversion of SEMAS-eligible positions. Upon an occurrence provided in subsection (a), the SEMAS-eligible position automatically ceases to be a frozen classified position and becomes a classified position in the senior executive management assistant service. Any appointment to the position thereafter shall only be made in conformity with the civil service rules and regulations. A position converting to the senior executive management assistant service cannot be reclassified outside the senior executive management assistant service except upon approval of the state personnel director.~~

~~(c) Treatment of incumbent employees. Employees in SEMAS-eligible positions as of the effective date of the creation of the classified executive management assistant service continue in their status during any continuous appointment in a frozen SEMAS-eligible position, subject to all the applicable civil service rules and regulations. A SEMAS-eligible position and the employee occupying a SEMAS-eligible position are subject to this rule only insofar as this rule (1) applies to conversion of the SEMAS-eligible position to the senior executive management assistant service or (2) modifies any other applicable rule, regulation, or procedure applicable to the classified service. An employee may, but is not required to, execute a senior executive management assistant service agreement for the SEMAS-eligible position that the employee occupies.~~

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5-4 Additional Compensation: Overtime, etc.

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5-4.6 Exclusions and Exceptions

~~(a) Exclusions for SES and ECP Group 4. An employee in the senior executive service or ECP Group 4 is cannot eligible to accrue compensatory time or to receive additional compensation for (1) overtime, (2) on-call time, (3) special shift, or (4) callback. ~~However, if an employee otherwise qualifies, the employee is eligible for other premium pay provided in the compensation plan.~~~~

~~(b) State police. Notwithstanding the exclusion in subsection (a), a state police command officer participating in the high visibility patrol program and a state police lieutenant 14 or 15 (enlisted) is eligible to accrue compensatory time up to a maximum of 80 hours. The compensatory time will be paid at the employee's current rate at retirement.~~

~~(eb) Exceptions for ECP Groups 1, 2, and 3. The state personnel director ~~is authorized to~~ may grant eligibility for (1) overtime, (2) on-call time, (3) special shift, or (4) callback pay to employees in ECP Groups 1, 2, and 3 who are otherwise ineligible for these special pay premiums.~~

~~(c) State police. A State Police Lieutenant 14 may accrue compensatory time up to 120 hours. An enlisted state police command officer at or above classification level 14 may use any accrued compensatory time and is paid for up to 80 hours of unused compensatory time at the employee's current rate at separation.~~

5-5 Additional Compensation: Prison Employees

5-5.1 Prison and Forensic Employee Premium (P-rate)

(a) Eligibility. P-rate is available to an ~~An~~ employee ~~who meets any of the following eligibility criteria is paid P-rate:~~

- (1) ~~An employee~~ assigned regular and recurring responsibility for custody or supervision of prisoners in the department of corrections.
- (2) ~~An employee in a position~~ at a correctional facility or the Center for Forensic Psychiatry who regularly handles, ~~on a regular and recurring basis, the~~ personal, financial, or other matters affecting the well-being of prisoners ~~of the department of corrections~~ or forensic patients.
- (3) ~~An employee w~~Whose work location is within the security perimeter of a correctional facility or the Center for Forensic Psychiatry, ~~thereby placing the employee in an environment where physical confrontation could occur.~~

(b) **Exceptions.** An employee is not eligible for P-rate if (1) the employee's classification or a predecessor classification was granted received a special 5-percent% increase in Part 1B of the minutes of at the commission's meeting on December 14, 1978 or (2) eligible for high-security retention premium under rule 5-5.2. The state personnel director shall list the current ineligible classifications in the regulations.

(c) **Rate.** P-rate ~~is of~~ \$0.40 an-per hour. ~~P-rate~~ is paid for all hours in pay status, including holidays and leave ~~time.~~

5-5.2 High-Security Retention Premium

(a) **Eligibility.** ~~An employee who meets the following eligibility criteria is paid a h~~High-security retention premium is available to:

(1) An employee ~~who is classified as in~~ a Forensic Security Supervisor ~~11-14~~position.

(2) An employee in an eligible classification ~~who works~~working in an eligible facility:

(A) **Eligible cClassifications.** An employee in the following classifications is eligible:

(1) Corrections Security Inspector ~~13.~~

(2) Corrections Shift Supervisor ~~11, 12, or 13.~~

(3) Assistant Deputy ~~Prison~~ Warden ~~14.~~

(4) Assistant Resident Unit Supervisor ~~11.~~

(5) Resident Unit Manager ~~13, if the employee's office is in a housing unit considered a high security work unit.~~

(B) **Eligible fFacilities.** ~~An employee in the following facilities is eligible:~~

~~(1)~~—A correctional facility designated as level 4, or 5, or 6 by the department of corrections is eligible. A level 4, or 5, or 6 work unit or an administrative segregation work unit at another facility (i.e.g., regional, multiple, levels 3, 2, and 1) is **not** eligible.

~~(2)~~—Huron Valley Center.

(3) An employee ~~who receives the prison employee premium of \$0.40 an hour who has~~ otherwise eligible for P-rate with 2two years of continuous service, ~~and who~~ is employed at ~~one of the~~ an eligible facility ~~ies listed in under~~ subsection (a)(2)(B).

(b) **Rate.** The high-security retention premium is \$0.50 an-per hour. ~~The high-security retention premium of \$0.50 an hour and the prison employee premium of \$0.40 an hour cannot be paid simultaneously.~~

5-6 Additional Compensation: Miscellaneous

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~~5-6.16 Registered Nurse Manager Retention Bonus Program~~

~~An appointing authority experiencing recruitment and retention problems may agree to pay on September 30, 2018, a one-time retention bonus of up to \$5,000 to a Registered Nurse Manager continuously employed since September 30, 2017.~~

~~5-6.17 Recruitment and Retention Pilot Program~~

~~(a) **Eligibility.** An appointing authority may agree to pay an eligible employee a biweekly recruitment and retention payment subject to the following conditions:~~

~~(1) **Classification and Assignment.** The employee's position's classification and assignment are in one of the following categories:~~

~~(A) Corrections Shift Supervisor 11 or 12.~~

~~(B) Forensic Security Supervisor 12.~~

~~(C) Registered Nurse Manager 12 for the department of health and human services or department of military and veterans affairs.~~

~~(D) Registered Nurse Manager 13 for the department of corrections.~~

~~(E) Practical Nurse Supervisor 12.~~

~~(2) **Hours worked.** The employee has at least 80 hours worked during the pay period. For this rule, hours worked includes only regular hours, overtime hours, and compensatory time earned.~~

~~(3) **Rate.** A full biweekly payment under this pilot program is \$250. No prorating of the biweekly payment can occur.~~

~~(4) **Term.** Subject to the below exception regarding any special wage increase, the pilot program will be available for the 13 consecutive full pay periods beginning as soon as administratively feasible after April 15, 2022. If any special wage increase for a classification eligible for this pilot program is approved by the commission and takes effect during the term of this pilot program, the pilot program for all employees in such classification ends upon the special wage increase's effective date.~~

~~(b) **Payment.** Biweekly payments under this pilot program are made as gross pay adjustments as soon as administratively feasible.~~

~~5-6.18 Retention Payment for Joint Laboratory Employees~~

~~(a) **Retention payment program.** The department of health and human services may pay a retention recognition bonus to eligible employees assigned to the Joint Laboratory.~~

~~(1) **Eligibility.** An employee who on July 25, 2022 is employed by the department of health and human services and whose work location is the Joint Laboratory, and who has been continuously employed by the department at the Joint Laboratory since one or more of the following dates, is eligible to receive up to the payment amount corresponding to the earliest date for which they are eligible:~~

~~(A) March 22, 2020: \$4,500.~~

~~(B) December 27, 2020: \$2,000.~~

~~(C) June 27, 2021: \$1,000.~~

~~(D) December 26, 2021: \$500.~~

~~(2) **Continuously employed.** For purposes of this rule, time on an approved leave of absence or absence for an approved workers compensation claim does not interrupt continuous employment. A break in service, separation, appointment or lateral job change to a position in an agency other than the department of health and human services, or change in work location from the Joint Laboratory, interrupts continuous employment.~~

~~(3) **Payment reduction.** An employee's eligible payment amount is reduced by the total amount of any payments the employee received:~~

~~(A) As performance pay or critical position premium pay since March 22, 2020.~~

~~(B) From the Unemployment Insurance Agency because of the employee serving one or more temporary layoff days for which the State of Michigan certified the employee's eligibility for the Work Share program during 2020.~~

~~(b) **Payment.** A payment under this program is made as a gross pay adjustment as soon as administratively feasible.~~

5-7 Expense Reimbursement

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5-7.3 Miscellaneous Reimbursements

(a) Safety Shoes.

~~(1) **Eligibility.** Employees ~~who are~~ required by their appointing authority to wear safety shoes or boots ~~while performing their job duties~~ are eligible for reimbursement of the actual cost of ~~the safety shoes~~.~~

~~(2) **Limits.** An employee may be reimbursed, at the employee's option, ~~a maximum of~~ up to either (1) \$80 annually or (2) \$160 every two years.~~

(b) Law-enforcement Uniform-cleaning allowance ~~Motor Carrier (Sergeant) 13, Motor Carrier (Lieutenant) 14, and State Properties Security Supervisor 10.~~ (1) **Eligibility.** An employee classified as a Motor Carrier ~~(Sergeant) 13~~, Motor Carrier Specialist Sergeant, Motor Carrier ~~(Lieutenant) 14~~, or State Properties Security Supervisor ~~10~~, is eligible for an uniform-cleaning allowance.

~~(2) **Rate.** The uniform-cleaning allowance is a maximum of up to \$450 per year. The appointing authority may pay the allowance on a prorated, periodic basis.~~

(c) Corrections Uniform-cleaning allowance ~~Corrections Shift Supervisors 11, 12, and 13, and Corrections Security Inspectors 13.~~ (1) **Eligibility.** An employee classified as a Corrections Shift Supervisor ~~11, 12, or 13~~, or a Corrections Security Inspector ~~13~~ ~~who is~~ required by the appointing authority to wear a uniform is eligible for an uniform-cleaning allowance.

~~(2) Rate. The uniform cleaning allowance is a maximum of up to \$575 per year. The appointing authority may pay the allowance on a prorated, periodic basis.~~

~~(d) State-police Uniform/clothing or cleaning allowance—State Police. (1) Eligibility—An enlisted employee in the department of state police at or above the Lieutenant level is eligible for either a uniform cleaning allowance (if uniformed) or a clothing allowance (if not uniformed), as authorized by the appointing authority.~~

~~(2) Rate. For uniformed employees, The the uniform cleaning allowance is a maximum of is \$525 per year; for non-uniformed employees, the The clothing allowance is a maximum of is \$900 per year. The appointing authority may pay the allowance on a prorated periodic basis.~~

~~(e) Physical-fitness awards. The department of state police may implement a physical-fitness-awards program for nonexclusively represented employees that is substantially equivalent to the-a program applicable to exclusively represented troopers and sergeants. Awards are limited to sick-leave-credits deposited into and dispersed from to a sick-leave bank.~~

5-8 Longevity Payment

An employee who ~~is expected to complete or~~ has completed the equivalent of ~~6~~five years of full-time currently continuous employment, ~~including any credits under rule 5-10.2(b)(4), in a fiscal year~~ is eligible for an annual longevity payment, ~~as provided in the regulations, on each~~ October 1 ~~of that fiscal year~~ in the amount provided below. ~~An employee with a break in service is eligible for a longevity payment based on total years of service after completing the equivalent of five years of full-time currently continuous employment.~~

Years of Full-time Service Expected to be Completed During the Fiscal Year	<u>Minimum Hours</u>	Annual Longevity Payment Due on October 1 of the Fiscal Year
65—98	<u>10,400</u>	\$260
109—132	<u>18,720</u>	\$300
143—176	<u>27,040</u>	\$370
187—210	<u>35,360</u>	\$480
221—254	<u>43,680</u>	\$610
265—298	<u>52,000</u>	\$790
30 & over <u>29</u>	<u>60,320</u>	\$1,040

~~An employee with a break in continuous service but more than 6 years total employment is eligible for a longevity payment based on total years of service after completing the equivalent of 5~~five ~~years of full-time currently continuous employment. The longevity payment is paid at the time and in the manner provided in the regulations.~~

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5-10 Paid Holidays and Leave

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5-10.2 Paid Leave

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(b) Leave use and limitations.

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- (4) **Special credit for annual leave and longevity.** Solely for ~~the purpose of~~ annual leave and longevity credit, a career employee is allowed state service credit for the following:

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- (B) Up to five years of honorable service in the armed forces of the United States completed before entry into the classified service. When an employee who has ~~received additional annual leave and longevity~~ more than five years of currently credited continuous service separates from the classified service and ~~subsequently~~ returns, military service previously credited is recognized as prior service, subject to requalification for the benefits of this rule.

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5-10.3 Banked-Leave Time Program

- (a) **Eligibility.** Notwithstanding any other ~~civil service~~ rule or regulation, ~~all~~ employees in career appointments shall participate in the banked-leave time program ~~provided in~~ under this rule.

(b) Operation.

- ~~(1) Work schedule and hours in pay status.~~ This rule does not alter an employee's work period, work schedule, or ~~the~~ requirement ~~that each employee to~~ report all hours in pay status.

(2) Reduction in pay.

- ~~(A) October 12, 2003, to October 9, 2004.~~ Notwithstanding the number of hours in pay status, ~~participating between October 12, 2003, and October 9, 2004, each~~ employee's gross biweekly pay ~~is~~ was reduced during operational periods between 2003 and 2010 ~~by an amount equal to one of the following:~~

- ~~(B) January 2, 2005, to October 22, 2005.~~ Notwithstanding the number of hours in pay status, ~~between January 2, 2005, and October 22, 2005, each~~ employee's gross biweekly pay is reduced ~~by an amount equal to one of the following:~~

- ~~(1) Reduction for full-time employees.~~ For ~~employees in full-time appointments,~~ the gross pay reduction is equal to 4 hours of pay, computed at the employee's base rate of pay.
- ~~(2) Reduction for less than full-time employees.~~ For ~~employees in less than full-time appointments,~~ the gross pay reduction is equal to 5 percent of the hours in pay status, but not exceeding 4 hours, at the employee's base rate of pay.

~~(C) February 21, 2010, to September 4, 2010.~~ Notwithstanding the number of hours in pay status, between February 21, 2010, and September 4, 2010, each employee's gross biweekly pay is reduced by an amount equal to one of the following:

- ~~(1) Reduction for full-time employees.~~ For employees in full-time appointments, the gross pay reduction is equal to 2 hours of pay, computed at the employee's base rate of pay.
- ~~(2) Reduction for less than full-time employees.~~ For employees in less than full-time appointments, the gross pay reduction is equal to 2.5 percent of the hours in pay status, but not exceeding 2 hours, at the employee's base rate of pay.
- ~~(3) Conversion of unpaid time to banked leave time.~~ For each hour or partial hour in pay status that ~~was~~ unpaid as provided in subsection (b)(2), the employee ~~was~~ credited with an equal amount of banked leave time. An employee may ~~have~~ accumulated a maximum of 216 banked leave hours.
- ~~(4) Use of banked leave time.~~ When approved by the appointing authority, an employee may use accumulated banked leave time in the same manner as ~~provided in rule 5-10.2(b)(1) and the applicable regulations for the use of~~ annual leave.
- ~~(5) Conversion of unused banked leave time.~~ If an employee separates or retires from the classified service or dies while ~~still~~ employed ~~in the classified service, the value of~~ any unused banked leave time's value ~~is~~ shall be contributed, ~~as authorized,~~ as a non-elective employer contribution to the employee's ~~State of Michigan~~ 401(k) plan account and, ~~if applicable, to the State of Michigan~~ 457 plan accounts.
 - ~~(A) Value of contribution.~~ The ~~amount of a~~ contribution amount is the product of (1) ~~the number of~~ unused banked leave hours and (2) the employee's last ~~pay~~ rate of pay for annual leave at the ~~time of~~ separation, retirement, or death.
 - ~~(B) Location of contribution.~~ A contribution is first made to the employee's ~~State of Michigan~~ 401(k) plan account. If a contribution, when combined with other projected contributions, would exceed the maximum allowed under ~~§415 of~~ the Internal Revenue Code, any excess is deposited in the employee's ~~State of Michigan~~ 457 plan account.
- ~~(6) Relation to other rules and regulations.~~
 - ~~(A) Insurance, leave accruals, and service credits.~~ Notwithstanding any other ~~civil service~~ rule or regulation or ~~the fact that an employee's pay is~~ reduced under subsection (b)(2), all time in pay status for which an employee receives banked leave time ~~instead of pay is~~ considered creditable time ~~for all purposes, including, but not limited to, the following:~~
 - ~~(1) Satisfaction of the standard 80-hour biweekly work period for full-time employees [rule 5-2.1].~~
 - ~~(2) Compliance with compensation schedules [rule 5-3].~~
 - ~~(3) Eligibility for overtime compensation [rule 5-4.2].~~
 - ~~(4) Computation of service hours for the following:~~
 - ~~(a) Longevity [rule 5-8].~~
 - ~~(b) Annual and personal leave [rule 5-10.2(a)(1)].~~

- ~~(c) School participation leave {rule 5-10.2(a)(2)}.~~
- ~~(d) Sick leave {rule 5-10.2(a)(3)}.~~
- ~~(e) Holiday pay for less than full-time appointments {rule 5-10.1}.~~
- ~~(f) Completion of a probationary period {rule 3-6.2}.~~
- ~~(5) Eligibility for group insurance plans and benefit levels {rules 5-2.2 and 5-11}.~~
- ~~(6) Computation of total continuous service hours for all purposes, including, but not limited to, employment preference, layoff, recall, step increases, and, if authorized by statute, retirement.~~
- (B) **Not a break in service.** An employee does not incur a break in service ~~as a result of~~ by participating in the banked-leave time program.
- (C) **Voluntary work schedule adjustment plans.** An employee must use all banked-leave time before incurring unpaid Plan A or Plan C hours under rule 5-2.3 ~~the voluntary work schedule adjustment plans {rule 5-2.3}.~~
- (D) **Annual-leave cap.** Banked-leave time does not apply to the annual ~~and personal~~-leave maximum ~~provided in~~ under rule 5-10.2(a)(1)(B).

- (c) **Expiration** ~~effective dates. The banked leave time program is in effect from October 12, 2003, to September 4, 2010, except that a~~ Any Unused banked leave time ~~unused as of on September 4, 2010,~~ does not expire. ~~After September 4, 2010, a~~ An employee may continue to use and convert banked-leave time as provided in subsection (b)(3) and (4). ~~If, after October 12, 2003, an employee separates or retires from the classified service or dies with unused banked leave hours, the hours shall be treated as provided in subsection (b)(5).~~

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5-17 Deferred Retirement Option Plan for State Police Command Officers

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5-17.2 Special Provisions

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(d) Compensatory time.

- (1) **Compensatory time balance.** As of the effective date of participation in the deferred retirement option plan, a participating employee is paid for all up to 80 hours of accrued compensatory time. Payment is made as provided in subsection (f).
- (2) **Further compensatory time for lieutenants.** As of the effective date of participation in the deferred retirement option plan, a participating employee classified at the state police lieutenant 14 ~~or 15~~-level and the employee's supervisor may agree to allow the employee to accrue up to 48 hours of compensatory time. A participating employee is paid for up to 48 hours of unused compensatory time at retirement.

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8-7 Appeal to Civil Service Commission

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8-7.9 Appeal of Final Commission Decision to Circuit Court

- (a) **Claim and ~~Service of complaints and petitions for review~~.** If authorized by law, a party may file a ~~petition for review~~ claim of appeal of from a final decision of the ~~civil service~~ commission in the Michigan circuit court. Any claim, complaint, or petition ~~filed~~ challenging any decision, rule, or regulation of the commission must name the commission as a party and ~~must~~ be served on the commission at the office of the state personnel director in Lansing, ~~Michigan~~.
- (b) **Settlement of claims and lawsuits.** ~~Where~~ If a proposed agreement resolving a claim or lawsuit contains a provision pertaining to a commission decision, rule, or regulation ~~of the commission~~, the appointing authority or its designee shall consult with the state personnel director or the director's designee before finalizing the agreement ~~is finalized to ensure that it is consistent~~ cy with ~~all civil service~~ decisions, rules, and regulations. The commission is not bound by any provision pertaining to a ~~civil service~~ decision, rule, or regulation, unless the director or ~~the~~ director's designee ~~has~~ approved the provision.

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9-1 Definitions

Unless the context ~~clearly~~ provides otherwise, ~~these following~~ terms in the ~~civil service~~ rules and regulations are defined as follows:

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Hire

Hire means the initial appointment for the current employment period to the ~~state~~-classified service ~~authorized by civil service staff~~.

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State defense force

State defense force means the volunteer defense force authorized by chapter 4 of the Michigan military act.