3364 9/30/99

CONTRACT

Between

STATE OF MICHIGAN

And

MICHIGAN COUNCIL 25
AFSCME, AFL-CIO
(INSTITUTIONAL UNIT)

February 28, 1997 - September 30, 1999

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University
Michigan, State of

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FOR THE EMPLOYER

Janine M. Winters, Office of the State Employer
Jan F. Miller, Chief Negotiator
Patricia Coe, Office of the State Employer
Edward Tillett, Office of the State Employer
Patricia Carolan, Department of Community Health
Maurice Forrest, Department of Community Health
George Garland, Department of Community Health
David Silsbury, Department of Corrections
Kenneth Wright, Family Independence Agency
Kenneth Holzman, Department of Military and Veterans Affairs

FOR THE UNION

Zane Vinton, Chief Negotiator
Myrtel Brown
Gary Hiser
Edward Morgan
Sylvester Austin
John Gill
Joann Kocisky
Bruce McCreary
Victoria Norman
Robyn Price
Bill Black
Mark Smith
David Baker
Clyde Jones
Dave Giffel
Sue Reider

Civil Service Commission Ratification Provision

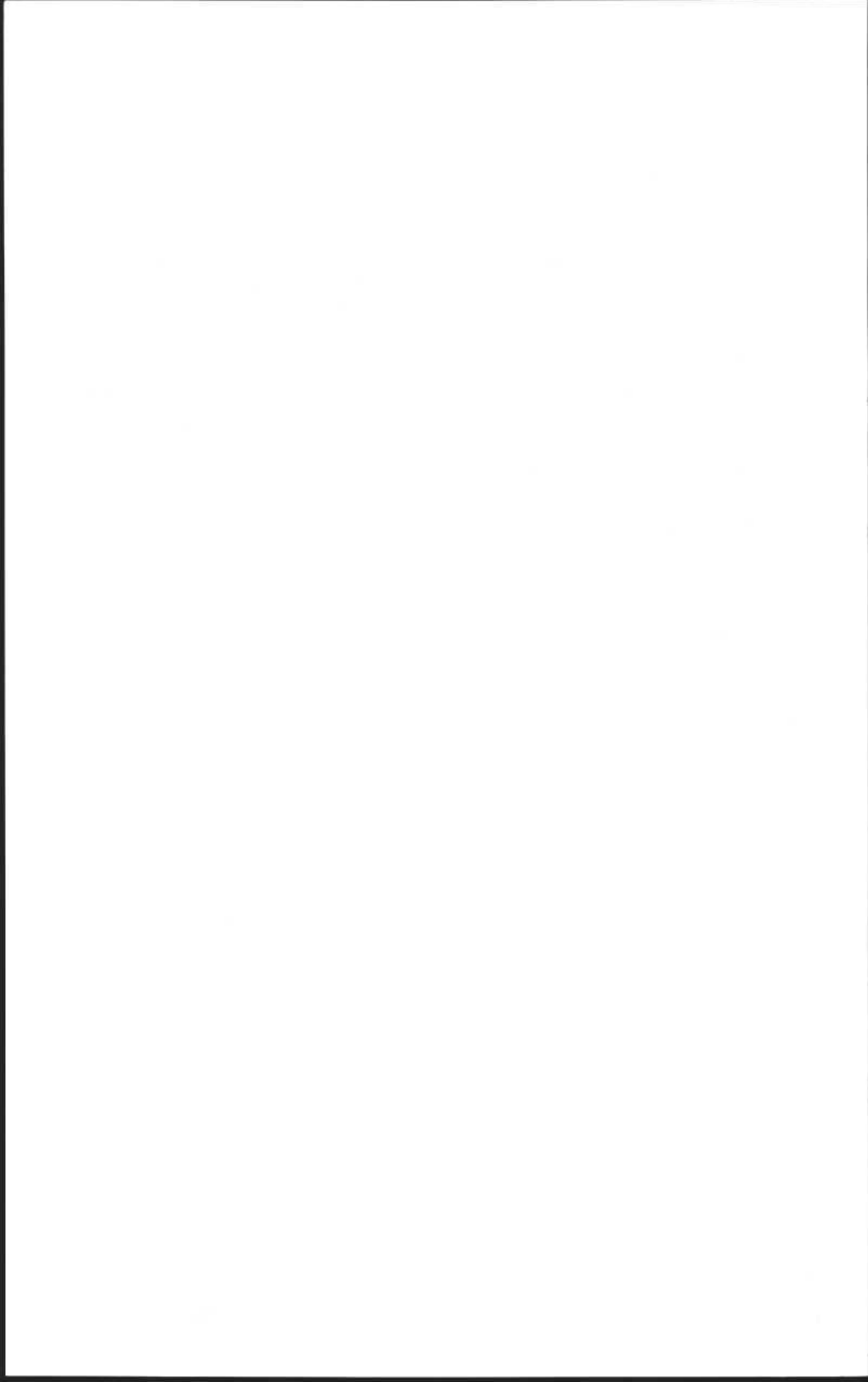
1. No provision of this collective bargaining agreement, no impasse panel recommendation, and no arbitrator's decision under this collective bargaining agreement may supersede or violate a civil service policy, rule, or regulation governing a prohibited subject of bargaining. Civil Service Commission modification and ratification of this collective bargaining agreement shall not diminish the authority of the commission (a) to determine at a later time that a ratified provision violates a civil service policy, rule, or regulation governing a prohibited subject of bargaining or (b) to take appropriate action to remedy the violation. The civil service commission retains the exclusive jurisdiction, subject to notice to the parties and an opportunity to be heard, to determine if, and to what extent, a provision of this collective bargaining agreement, an impasse panel recommendation, or a decision of an arbitrator violates a civil service policy, rule, or regulation governing a prohibited subject of bargaining. No provision of this collective bargaining agreement, including a grievance procedure authorized under civil service Rule 6-9.8, may interfere with, or limit, this exclusive jurisdiction.

2. This ratification provision is a provision of this collective bargaining agreement and shall be incorporated into and printed as a part of this collective bargaining agreement. This ratification provision gives notice to the parties that the jurisdiction for resolving conflicts between this collective bargaining agreement and civil service policy, rules, and regulations governing prohibited subjects of bargaining is exclusively limited to the procedures established in the civil service rules and regulations. The grievance arbitration provisions of this collective bargaining agreement are not available to resolve such conflicts.

3. The modification of this collective bargaining agreement as proposed by the parties and the approval of this ratification provision is an exercise of the constitutional power of the civil service commission. The civil service commission and the department of civil service are not parties to this collective bargaining agreement, do not become parties by virtue of this ratification provision, and are not subject to any of the provisions of the collective bargaining agreement, except where the department of civil service is acting as the departmental employer of a classified employee properly covered by this collective bargaining agreement.

4. The incorporation by reference of a civil service rule in this collective bargaining agreement does not limit in any manner the power of the civil service commission to amend or rescind the rule at any time during the life of this collective bargaining agreement.

5. The action of the civil service commission in modifying and ratifying this collective bargaining agreement is a single, indivisible act by the civil service commission. If a court of competent jurisdiction invalidates any part of the commission's modification of this agreement, the action of the civil service commission ratifying the collective bargaining agreement shall be void and the parties shall thereafter be bound by the collective bargaining agreement last in effect prior to this action by the commission.



ARTICLE 1

PREAMBLE AND PURPOSE

This Memorandum of Understanding (hereinafter referred to as Agreement) is made and entered into on this 28th day of February, 1997, at Lansing, Michigan, by and between the State of Michigan and its principal departments and agencies (hereinafter referred to as the Employer) represented by the Office of the State Employer, and Michigan AFSCME Council 25, AFL-CIO and its appropriate affiliated locals, as exclusive representative of employees employed by the State of Michigan (as set forth specifically in the recognition clause) hereinafter referred to as the Union.

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

1. Implements the provisions of the Michigan Civil Service Commission 1985 Employee Relations Policy, as explicitly waived, amended, or superseded by the Civil Service Commission or other appropriate authority;

2. Promotes harmonious relations between the Employer and the Union;

3. Provides for an equitable and peaceful procedure for the resolution of differences;

4. Establishes conditions of employment which are subject to good faith collective bargaining negotiations between the parties;

5. Recognizes the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public.

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

ARTICLE 2

RECOGNITION

Section A. Representation Unit.

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

INSTITUTIONAL UNIT - U11

7010101	Activities Therapy Aide 6
7010102	Activities Therapy Aide 7
7010103	Activities Therapy Aide E8
7021004	Activities Therapy Aide 9
7021005	*Activities Therapy Aide V
7010202	Barber/Cosmetologist 7
7010203	Barber/Cosmetologist E8
7020204	Barber/Cosmetologist 9
7030303	Child Care Worker 8
7030304	Child Care Worker E9
7031703	Client/Resident Affairs Representative 8
7031704	Client/Resident Affairs Representative E9
7040405	Client/Resident Affairs Representative 10
3000102	Cook E6
3010503	Cook 7
7011101	Dental Aide 6
7011102	Dental Aide 7
7011103	Dental Aide E8
3000201	Domestic Services Aide 5
3000202	Domestic Services Aide E6
3010703	Domestic Services Aide 7
3010505	Food Services Leader - Prisoner E9
8010802	Institution Training Technician 7
8010803	Institution Training Technician 8
8010804	Institution Training Technician E9
8031505	Institution Training Technician 10
3000301	Institution Worker E5
3000602	Launderer E6

7010501	Physical Therapy Aide 6
7010502	Physical Therapy Aide 7
7010503	Physical Therapy Aide E8
7021104	Physical Therapy Aide 9
7031104	Practical Nurse Licensed E9
7043805	*Practical Nurse Licensed 10
9401904	Professional Trainee IV
7010601	Resident Care Aide 6
7010602	Resident Care Aide 7
7010603	Resident Care Aide E8
3000702	Seamster E6
3011303	Seamster 7
7000401	Teacher Aide 6
7000402	Teacher Aide 7
7000403	Teacher Aide E8
7068504	Wilderness Instructor 9
7068505	Wilderness Instructor 10
7068506	Wilderness Instructor P11
7000501	Youth Aide 6
7000502	Youth Aide 7
7000503	Youth Aide E8
7066004	Youth Group Leader 9
7066005	Youth Group Leader 10
7066006	Youth Group Leader P11
7074707	*Youth Group Leader 12
1984710	Youth Group Leader 10 RR
7031502	Youth Specialist 7
7031503	Youth Specialist 8
7031504	Youth Specialist E9
7044805	*Youth Specialist 10

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

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

Section B. State Employer.

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

ARTICLE 3

INTEGRITY OF THE BARGAINING UNIT

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

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. In accordance with Article 13 (Layoff) the Employer shall inform the Union of the economic or programmatic reasons for changes in work routines or systems that result in layoff of employees, abolishment or attrition of positions.

Non-bargaining Unit employees will be permitted to perform Bargaining Unit work only to the extent that Non-bargaining Unit employees have previously performed such work as a matter of customary practice, or to the extent that such work is a part of their assigned duties as provided in Civil Service classification specifications, or in the case of emergency. It is recognized that Registered Nurses perform duties of Bargaining Unit employees involved in direct care. All supervisors shall be subject to Section B. of this Article.

As provided in this Agreement, Bargaining Unit work will normally be performed by classified employees in the Bargaining Unit. The Employer will not assign work to Non-bargaining Unit employees for the sole purpose of reducing or eroding the Bargaining Unit.

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

activities or solely to provide training opportunities. Participants in such programs shall not perform Bargaining Unit work in the presence of an applicable Agency Recall List for the agency where such participants may be used. Volunteer programs shall not be used to avoid recall of Bargaining Unit employees on layoff, including providing vacation relief.

Section B. Bargaining Unit Work Performed by Supervision.

Supervisory employees shall only be permitted to perform Bargaining Unit work under the following circumstances: in cases of emergency; when necessary to provide break and/or lunch relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid the necessity for mandatory overtime; to allow the release of employees for Union activities pursuant to Article 7 (Union Business and Activities); to provide coverage for call-ins and no-shows (from first line supervision), to allow supervision time to secure a volunteer from the voluntary overtime list.

In those cases where lead workers are performing some supervisory tasks incidental to their primary lead worker duties, the parties agree that such employees shall not be considered supervisors for purposes of this Section.

Section C. Working Out of Class.

1. **Procedure.**
   The Employer may temporarily assign an employee to perform duties and responsibilities of another classification title and/or level. To be eligible for pay adjustment under such circumstances the employee must:

   a. Be expected to perform all or substantially all of the duties and assume the responsibilities of a different classification by the Employer for the period of temporary assignment; and

   b. Perform duties and responsibilities not provided for in his/her regular classification.

2. **Payment.**
An employee temporarily assigned to a classification in an equal or lower pay range than his/her permanent classification shall be paid his/her regular rate of pay. If the employee is temporarily assigned to a classification having a higher pay range than his/her permanent classification, the employee shall be paid as if he/she had received a promotion into such higher pay range under Civil Service Commission, Compensation Plan, Section D, subject to Number 3. below.

3. **Payment Due.**
For temporary assignments totaling more than ten (10) consecutive full work days, the Employer agrees to pay the employee the higher rate as set forth in Number 2. immediately above for the full time of such assignment(s), commencing with the first day of the employee's assignment.

For the purpose of calculation, any temporary assignment of less than one full day shall not be considered an assignment to another classification. An employee shall not be assigned to temporarily work out of class for more than one ten (10) consecutive day period per calendar year, without being compensated at the appropriate higher rate for the full extent of the second or subsequent assignment(s).

4. **Limitations.**
   a. **Eligibility.**
   The provisions of this Section shall not apply to employees working in recognized preauthorized and/or pattern-type positions, or to positions downgraded for training. Lead workers working out of class as supervisors shall be eligible for the appropriate higher rate of pay in accordance with this Article.

   b. **Service Credits.**
   In all instances where an employee is eligible for such payment, the payment procedure shall be by Gross Payroll Adjustment (GPA). Such paid time shall not be credited to the individual's employment history, nor shall it be credited

toward accumulated seniority upon promotion.

Where the Employer intends, or has reason to believe that the assignment will last more than forty five (45) work days, the appointment shall be made under Civil Service Rules governing temporary appointments. Under such circumstances, where such an appointment is made, such time worked shall be credited to the individual's Civil Service employment history file.

5. **Statement of Intent.**

The problems arising under this Section concern the allegation that some positions at higher levels are filled by a succession of lower level employees for short periods of time. It is the intent of the Employer that persons will not regularly be worked out of class for nine (9) days, then replaced by another employee, and then worked out of class for another nine (9) day period. A "temporary assignment" is intended to be temporary. It is not the intent to have a permanent assignment filled temporarily by one person several times or by a number of different persons; nor to work anyone out of class for several less than ten (10) day periods solely for the purpose of avoiding payment at the higher rate.

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

For longer term (45 work days or more) appointments, it is the intent that a temporary appointment be made in accordance with Section C.4.b.

Section D. New, Abolished or Revised Classifications.

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

Section E. Contracting and Sub-contracting.

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

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

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

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

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

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

The Employer shall, upon written request, meet and confer with the Union over the impact of the decision upon the Bargaining Unit. Such discussions shall not serve to delay implementation of the Employer's decision.

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

ARTICLE 4

UNION SECURITY

To the extent permitted by the Michigan Civil Service Commission Employee Relations Policy, it is agreed that:

Section A. Dues Deductions.

Upon receipt of a completed and signed individual authorization form from any of its employees covered by this Agreement, currently being provided by the Union and approved by the Employer, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Union in good standing.

Such authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the personnel office of the employee's Appointing Authority. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation; Federal Income Tax; state income tax, local or city income tax; other legally required deductions; individually authorized participation in state programs; enrolled employees' share of state sponsored insurance premiums. Membership dues deductions shall be

in such amount as shall be certified to the Employer in writing by the authorized representative of Council 25.

Such authorizations of employees transferred within the unit from the jurisdiction of one Local Union to another, or one Agency to another, shall only continue in effect if the transferred employee provides the personnel office of the new Appointing Authority with new dues deduction authorization card prior to the Wednesday before the end of the pay period during which the transfer was effected. Employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of dues, commencing the first pay period of work.

Employees returning from suspension, separation, or termination shall have dues or representation fees deducted by the payroll department in the amount that would have been deducted had they been working. The total amount of the deductions shall occur in two (2) equal amounts from the second and third check the employee receives after returning to work.

Section B. Revocation.

Such authorization may be revoked by the employee in accordance with the terms of the authorization on file with the personnel office of the employee's Appointing Authority, by furnishing written notice of such revocation to the personnel office of the employee's Appointing Authority. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate the authorization during the last thirty (30) day period immediately preceding the expiration date of this Agreement.

Section C. Maintenance of Membership.

All employees covered by this Agreement who have submitted a valid individual voluntary membership dues deduction authorization form to the Employer and have not revoked such authorization within thirty (30) calendar days after the effective date of this Agreement in accordance with the provisions of this Article, and who do not avail themselves of the opportunity to terminate their authorization as provided in this Article shall, as a condition of continuing employment, honor such authorization until exercising their opportunity to terminate during the periods provided for in this Article.

Section D. Representation Fee Deductions.

The Employer will apply the provisions of this Section in accordance with applicable law.

An employee who avails him or herself of the opportunity to voluntarily terminate membership in the Union during one of the periods provided hereinabove, and an employee who has not submitted a valid individual voluntary Membership Dues Deduction Authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to the Union a representation service fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Local Union, representing only the employee's proportionate share of the Union's costs for services in negotiating and administering an Agreement, but not necessarily including any fees, charges or assessments involving political contributions. Such obligation shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided in Appendix B of this Agreement; Provided, that nothing in this Agreement shall obligate an employee to continue membership in the Union or to tender to the Union the required service fee without the opportunity to terminate such membership during the thirty (30) calendar day period immediately preceding the expiration date of this Agreement.

Employees recalled from temporary or seasonal lay off or returning from leave of absence shall resume payroll deduction of representation fees, commencing the first pay period of work.

Section E. New Employees.

When an employee(s) enters the Bargaining Unit for any reason, the Appointing Authority shall notify the employee(s) of this Article and provide the employee(s) the appropriate deduction cards if such cards have been provided to the Appointing Authority by the Union. In the event that the employee refuses to sign one of the cards on entering the unit, the Appointing Authority shall notify the Local Union President or his/her designee within fourteen (14) calendar days.

Section F. Enforcement Procedure.

No employee shall be discharged under the provisions of this Section except as provided below:

1. The Union has first notified the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Union in good standing and/or to tender the required service fee.

2. Within twenty-one (21) calendar days from the date the Union so notifies the Employer, the Employer shall:

   a. Notify the employee of the provisions of this Agreement;
   b. Obtain the employee's response; and
   c. Notify the Union of the employee's response.

3. In the event the employee is neither paying membership dues nor representation service fees after the above, the Union may request the employee's discharge by written notice to the Employer, with a copy to the employee, certified mail, return receipt requested.

4. Upon receipt of such written notice, the Employer will, within seven (7) calendar days, notify the employee that unless there is immediate compliance with the provisions of this Section, the employee will be discharged not later than the end of the next pay period.

5. The employee will then be terminated or, at the Employer's option, otherwise removed from employment in this Bargaining Unit unless the employee produces satisfactory evidence of compliance to the Employer.

Section G. Remittance and Accounting.

Deductions for any biweekly pay period shall be remitted to the designated Financial Officer of Michigan AFSCME Council 25, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made, and the amount deducted, no later than ten (10) calendar days after the close of the pay

period of deduction. The Employer shall provide to the Financial Officer of Council 25 an alphabetical listing, by Department and Agency, identifying those active employees who have valid dues deduction authorization on file with the Employer for whom no deduction of dues was made.

Section H. Indemnification.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

Section I. Unit Information Provided to the Union.

1. The Appointing Authority, at the full cost of production, agrees to furnish the Local Union a computer report listing employees transferred between Agencies, on Leaves of Absence of any type, including disability, layoff and revocations of Union dues deduction. This report shall also include the names of employees who have been added to or deleted from the unit covered by this Agreement and the reasons for such changes in employment status. This report shall be furnished biweekly, each pay period.

2. The Employer, at the full cost of production, agrees to furnish Michigan AFSCME Council 25, AFL-CIO, upon request, but not more than four times a year, a listing in alphabetical order (not by classification) of the names and home addresses of record of all employees within the unit by Department and Agency. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.

Section J. Aid to Other Unions.

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

Nothing contained herein shall be construed to prevent any authorized representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, except that as to matters presented by such organizations which are proper subjects of negotiation, any changes or modifications shall be made only through collective bargaining negotiations with the Union.

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

ARTICLE 5

UNION RIGHTS

Section A. Bulletin Boards.

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

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

All materials shall be signed, dated and posted by the President of the Local Union or his/her designee and concurrently provided to the Agency Superintendent in the Department of Education, the Agency Director or designee in the Departments of Military and Veterans Affairs and Family Independence Agency, the Appointing Authority or designee in the Departments of Corrections, Natural Resources, Community Health, Jobs Commission, and Consumer & Industry Services, the Commanding Officer of the Personnel Division in the Department of State Police.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, or defamatory to the Employer or the Union, shall be posted. The bulletin boards shall be maintained by

the President of the Local Union or his/her designee, and shall be for the sole and exclusive use of the Union.

Section B. Mail Service.

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

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

Bulk mailing need not be addressed to specific members except in the Departments of Corrections, Natural Resources and Consumer & Industry Services. Every effort will be made to get bulk mail into work assignment locations where there are Unit members. The following persons shall be concurrently provided with a courtesy copy of all bulk mailing signed by the Local Union President or his/her designee: Education - Agency Superintendent; Military Affairs and Family Independence Agency - Agency Director or designee; Corrections, Natural Resources, Consumer & Industry Services and Community Health - Appointing Authority or designee; State Police - Commanding Officer of the Personnel Division.

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

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

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

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

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

Section C. Union Information Packet.

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

Section D. Union Presentation.

During planned orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) one of its Local Representatives who may speak briefly to describe the Union's office location, participation in negotiations and general interest in representing employees. Where no orientation is scheduled for new employees upon entry to the Bargaining Unit, an equivalent opportunity shall be afforded the Union to address new employees. One Local Union representative shall be released from work on administrative leave to attend the orientation for Union presentation. For purposes of pay only, the properly designated Union representative from the afternoon or midnight shift shall be permitted an equivalent amount of time off from scheduled

work on his/her upcoming or previous shift in accordance with Article 8, Section B. One (l) Employer representative may attend said presentation as an observer, but shall not participate in and/or interfere with the Union presentation. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or defamatory to the Employer, or the Union shall be presented in the orientation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

Section E. Union Office Space.

Subject to its availability, the Employer agrees to provide reasonable office space at work locations with thirty-five (35) or more Bargaining Unit employees to Locals of the Union. Such premises shall be for the sole and exclusive use of the Local, and shall be furnished without lease or charge unless required by applicable statute. Access and security will be in accordance with institution rules.

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

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

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

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

The Union agrees to indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued

against the Employer arising out of the Union's occupying office space under this Article.

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

Section F. Union Meetings on State Premises.

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

Section G. Telephone Directory.

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

Section H. Access to Premises by AFSCME Staff.

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

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

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

ARTICLE 6

MANAGEMENT RIGHTS

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

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

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

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

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

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

It is recognized by the parties that the Employer is currently prohibited from negotiating on the policies, practices, procedures and the rules of the Civil Service Commission and Department merit system relating to:

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

2. The position classification system specifically including the classification of individual positions and groups of positions, position and classification qualification standards, establishment and abolishment of classifications, assignment and reassignment of classification to salary ranges, allocation and reallocation of positions to classifications, and determination of an incumbent's status resulting from position and/or classification reallocation and reassignment as well as all other prohibited subjects as specified in Civil Service Rule 6-2.1 (I).

This Agreement, including its supplements and exhibits attached hereto (if any) concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain collectively with the Union under Chapter 6 of the Rules of the Civil Service Commission. The Union acknowledges and agrees that the collective bargaining process, under which this Agreement has been

negotiated, is the exclusive process for affecting terms and conditions of employment at both primary and secondary levels and such terms and conditions shall not be addressed under Chapter 6, Section 6 - 8.1 of the Rules of the Civil Service Commission.

ARTICLE 7

UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

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

No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave/comp time, pursuant to these provisions, unless notified by the authorized designated representative as provided above. The employee may utilize any accumulated time (compensatory, annual; compensatory time shall be used before annual, unless the employee is at the annual leave "cap") in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record. When the

employee elects to utilize annual leave credits/comp time, the employee may "buy back" such credits without limitation or restriction subject to the following regulations:

1. Employees shall be permitted annual leave/comp time absence from work for such Union business up to a maximum of their accrued credits.

2. Employees may reinstate such expended credits by cash payment to the Department at the rate the employee was earning when the annual leave/comp time was used. The employee shall forward to the Appointing Authority the net amount of refund (gross salary less employee's federal, state and city withholding tax deductions, and social security tax) as computed by the Appointing Authority. This provision shall be administered in compliance with applicable tax statutes.

3. The employee shall be allowed to exercise the option of reinstating annual leave/comp time not more than once in each fiscal quarter of the fiscal year. Annual leave/comp time used in one fiscal year must be bought back no later than October 15 of the following fiscal year. Employees may buy back annual leave/comp time which they anticipate using prior to its usage only for conventions or schools in early fall.

4. Whenever the Union serves written notice of its intent to buy back annual leave during each designated interval of time, the Employer shall serve written notice to the Union within fourteen (14) calendar days as to the amount owed. The Union's notice shall indicate the number of hours which will be bought back by each employee, the dates involved, and the names of the employees. The Employer's notice shall indicate the amount owed by each employee. Upon receipt of such buy back, the annual leave/comp time shall be credited to the employee's annual/comp time accrual balance immediately. The increased annual/comp time balance will be reflected on employee's paycheck stubs in the same manner as regular leave balances and accruals.

5. Employees who use compensatory time for Union business may buy it back subject to the same conditions indicated above for annual leave.

6. The time frames for reinstating annual leave/comp time in the Department of Education shall remain in effect unless altered by secondary negotiations.

Section B. Loss of Benefits.

Employees who have been granted leave without pay shall not continue to earn annual and sick leave and length of service credits for the time spent in authorized Union activities except as indicated in Article 12. The parties agree to minimize time lost from work. Time off for Union business shall not be counted in the equalization of the overtime process.

Section C. Executive Board of Council 25.

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

Duly elected members of the Executive Board of Council 25 (not to exceed a total of three [3] from this bargaining unit) of whose election the Employer has been properly notified shall be granted time off without loss of pay to attend meetings of the Executive Board not to exceed four (4) each fiscal year. Such time off shall not exceed two (2) work days for each member per meeting. Except as may be mutually agreed to locally on a case by case basis, such member(s) shall individually furnish his/her immediate supervisor, no later than one (1) pay period prior to the start of the pay period during which such time off is requested, written notice of his/her intention to attend such meeting.

Section D. Administrative Leave Bank.

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

1. An Administrative Leave Bank is established based on 300 hours of Administrative Leave for each 1,000 employees. Such bank shall be computed and established on the basis of the number of employees in the Bargaining Unit on the effective date of this Agreement, and shall be recomputed annually on the anniversary date of this Agreement thereafter.

2. Such Administrative Leave Bank shall be allocated to Locals of jurisdiction in the Departments having employees in this unit in proportion to the number of employees employed by such Departments.

3. Such Administrative Leave may be carried forward from the year in which it was granted to other years.

4. Such Administrative Leave shall normally be granted in four (4) hour increments provided that the four (4) hour period must be either at the beginning or at the end of the employee's shift.

Section E. Union Conventions, Schools and Conferences.

Duly elected Union delegates to annual conventions of AFSCME Council 25, the Michigan State AFL-CIO Convention and the biennial convention of AFSCME, AFL-CIO, or their alternates, but not to exceed five (5) employees from any Agency shall be granted time off, without loss of pay or benefits (except that shift differential shall not be paid), to attend such conventions in accordance with Section D, Administrative Leave Bank or in accordance with Section A. 1-5 above.

Representatives designated by the Union shall also be authorized time off, without loss of pay, to attend Union training seminars, Union schools, or Union conferences in accordance with Section D, Administrative Leave Bank or Section A. 1-5 above.

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

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

Where an employee wishes to attend a Union convention as listed above, and the employee requests in writing a change in schedule with another employee capable of performing the work, the appropriate supervisor will make a reasonable effort to approve the voluntary change of schedule between the two employees providing such a change does not result in overtime.

Section F. Union Leave/Leave for Union Office.

If any Union representative(s) spends more than five hundred twenty (520) hours in a fiscal year (beginning October 1 of each year) in representation activities, on administrative leave, he/she shall be placed on "Union leave" by the Employer. Such employees shall be relieved of all work duties for the remainder of the fiscal year and the Union shall reimburse the State for the gross total cost of such employee(s) wages and the Employer's cost of all fringe benefits for the five hundred twenty (520) hours and for the time the employee is on Union leave.

The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave. Placing an employee on Union leave shall constitute an acknowledgment that the employee is to be considered as an employee of the Union during the leave. Should an Administrative Board or court rule otherwise, the Local

Union shall indemnify and hold the Employer harmless from any Workers' Compensation claim by that employee arising during or as a result of the Union leave. Such employee shall have the same rights of access as a Council 25 staff representative.

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

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

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

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

d. The Employer is not obligated to grant such leaves of absence for more than two (2) employees from any one work location. In the Family Independence Agency no more than one (1) employee from any work location other than Maxey, Adrian Training School, or Regional Detention Center shall be granted such leave.

e. For employees on a Union leave of absence, the Union may elect one of the following options:

   1. In the event the Employer does not make retirement contributions on behalf of employees on union leave,

the Union retains the right to make such contributions unless prohibited by law; or

2. The union shall reimburse the state for the gross total cost of such employee's wages and the Employer's cost of all fringe benefits. The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave.

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

Section G. Local President's Administrative Leave.

The parties agree to establish an Administrative Leave Bank of 3744 hours once each Fiscal Year commencing 10-1-96 to be allocated and utilized as indicated below.

1. This bank shall be for use by the Local Union President or designee of the Local Union to provide for contract administration activities. Council 25 shall provide, in writing, a list of those Locals and Presidents which are entitled to use this bank prior to any use of these hours.

2. The time shall be used in minimum of four (4) hour increments with no more than eight hours to be used in any one payperiod. No more than one Union Representative shall use hours from this Bank on a given day.

3. Scheduling the employee's release on this time will be in accordance with written agreements reached in Agency Labor-Management meetings or in accordance with written agreements reached between the Local Union President and Appointing Authority or designee.

4. Time not used in each year of the contract may not be carried over into the next year.

5. This time is intended to be used to resolve problems and to further a mature labor-management relationship. It is not intended to be used by the Local Union President for representation activities in work areas. If the time is used to meet with employees, such employees shall not be on work time.

6. At the beginning of each fiscal year the Union shall allocate these hours among the Locals.

ARTICLE 8

UNION REPRESENTATION

Section A. Union Representatives and Jurisdictions.

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

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

The jurisdictional area for each Steward shall be designated by the Union; provided, that each Steward shall be employed in his/her own jurisdictional area, and that each jurisdictional area, if possible, shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration to the geographical area, work location, work unit, shift schedule, and the right and responsibility of the Union to represent the employees in the Bargaining Unit. Jurisdictional areas

shall not include work locations other than the work locations in which the Steward is employed.

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

In addition, the Union shall designate one Chief Steward for each work location with more than fifty (50) employees; the Union may designate one Chief Steward for each work location with less than fifty (50) employees. Normally an employee shall be represented by his/her Steward or Alternate in his/her jurisdictional area. However, at the discretion of the Union, the President or Chief Steward may represent said employee in lieu of the Steward or Alternate. The jurisdictional area of each Chief Steward shall be only his/her own work location. In those facilities where the Employer designates a separate, distinct and new work location, the Union shall designate a new Chief Steward within one hundred eighty (180) calendar days, and during this interim period the Union may use the Chief Steward from the prior work location.

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

Section B. Release of Union Representatives.

No Local Union representative shall leave his/her work to engage in employee representation activities authorized by this Agreement without first notifying and receiving approval from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall unreasonably be denied. In the event that

approval is not granted for the time requested by such Local Union representative, the Union, at its discretion, may either request an alternate Local Union representative or have the activity postponed and rescheduled.

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

When Labor-Management Meetings or such meetings recognized by Management are held at other than the employee's scheduled work time, for purposes of pay only, properly designated Local Union representatives shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift or by mutual agreement on another day in the pay period only in accordance with the provisions of this Agreement. The granting of comp time for such activities shall be an appropriate subject for secondary negotiations in the Department of Education.

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

Section C. Access to Documents, Records or Policies.

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

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

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

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

Section D. Right to Representation.

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

In any investigatory interview with an employee where the employee has been suspended (with or without pay) or transferred from

the employee's regular job assignment, the employee shall have the right to representation.

When, in the course of any investigation, a written statement of any kind, other than a critical incident report, is requested from an employee, the employee shall be given the request and questions in writing, a reasonable time to respond without undue delay, a copy of the written response and an opportunity to review, amend, change or correct said statement which shall be done no later than the end of the employee's next regularly scheduled work shift. Said statement shall not be used or considered as a complete statement of fact until the time period set forth herein has lapsed. No disciplinary action or suspension without pay pending investigation shall be taken on the basis of such statement until the end of the period allowed for modification. Transfer or suspension with pay pending the outcome of an investigation shall not be considered disciplinary action.

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

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

Whenever, as a result of an investigation, disciplinary action is or may be appropriate, a disciplinary conference shall be held with the employee who shall be entitled to representation. The employee shall be informed of the nature of the complaint or allegations against him/her and the reasons that disciplinary action is contemplated or intended. The employee shall have an opportunity to respond and discuss such information prior to the imposition of disciplinary action.

It is agreed that the imposition of charges and/or discipline shall be within a reasonable and timely fashion. Where an investigation does not result in discipline, the findings of the investigation shall be timely

communicated in writing to the employee under investigation, with a copy to the Local Union.

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

Section E. Union Negotiating Committees.

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

1. **Primary Negotiations**. The Union will designate a primary negotiation team consisting of not more than ten (10) persons who shall be employed in this Unit. No more than five (5) of such persons shall be from the Department of Community Health; at least one (1) from each of the following Departments: Family Independence Agency, Military and Veterans Affairs, Corrections and Education. By mutual agreement between the parties to such primary negotiations, but at least once each month during negotiations, the Union may designate up to eight (8) additional employees to participate in such negotiations, based upon the issues scheduled on the negotiations agenda.

2. **Secondary Negotiations**. In Departments with more than seventy-five (75) Bargaining Unit employees, the Union shall be entitled to designate up to three (3) secondary negotiation team members, however, in the Department of Community Health, and Family Independence Agency, the Union shall be entitled to designate up to six (6) secondary negotiation team members; and in all other Departments the Union shall be entitled to designate at least one (1) team member. Secondary negotiation team members, and such additional representatives as are mutually agreed to in secondary negotiations, shall be employed in this Unit in the Department to which such secondary negotiations pertain.

By prior mutual agreement, either party may invite additional members to attend a specific session for a particular purpose. Not more than one (1) employee from any facility shall be entitled to be released from work to attend such negotiations without loss of pay or leave credits.

3. **Pay for Union Negotiation Committees**. Properly designated primary and secondary negotiation team members, and such additional employees mutually agreed to by the parties to participate in negotiations as representatives of the Union, shall normally be released from their scheduled work to participate in negotiations. Such employees shall lose no base pay or leave credits while attending mutually scheduled negotiation meetings, provided that in primary negotiations not more than one (1) employee from any facility shall be entitled to be released from work to attend such negotiations without loss of pay or leave credits. Overtime, travel time, and travel expenses are not authorized. For purposes of this Section, properly designated Union representatives shall be permitted an equivalent amount of time off from scheduled work in accordance with Section B. above.

   For the Union's negotiation team, "R" days shall be rescheduled in the event that negotiations are scheduled on the employee's "R" day.

ARTICLE 9

GRIEVANCE PROCEDURE

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

Section A. General.

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

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

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

4. Counseling memoranda and reprimands are not appealable beyond Step Three.

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

and dated by the grievant(s).

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

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

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

8. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the employee first became aware or should by the exercise of reasonable diligence, have become aware of the cause of such grievance.

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

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

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

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

13. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee and which

pertain to like circumstances and facts for the grievants involved. Group grievances shall, insofar as possible, name all employees and/or classifications and all work locations covered and may be submitted at Step Two or Step Three as appropriate. Group grievances must be so designated at the first appropriate Step of the grievance procedure.

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

15. The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause may appeal a demotion, suspension, or discharge taken by the Employer beginning with Step Three (3) of the Grievance Procedure.

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

17. Copies of grievances appealed directly to Step Three shall be concurrently sent to the Agency Personnel Officer by the grievant or Union.

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

19. In order to achieve settlement and resolution of grievances at the lowest possible step, the parties shall be knowledgeable about and prepared to discuss all the grievances in question. Both parties at meetings at Step Two (2) and above shall have the authority to settle, withdraw, grant or adjust grievances. However, in accordance with current practice, nothing in this Article is intended to preclude the parties at Step One (1) from settling grievances, especially those involving counseling and discipline.

20. At Step Three (3) and above, the signature of a recognized local Union President or Chief Steward and a Council 25 representative affixed to a settlement agreement or notice of withdrawal of a grievance shall be unequivocal cause to cease

processing of the grievance. Such a grievance shall not be reinstated except as specified in Article 9, Section C.

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

22. Nothing in this Agreement shall prohibit the parties from mutually agreeing to use alternative conference formats such as teleconferencing.

Section B. Grievance Steps.

Step One: Within ten (10) calendar days of receipt of the written grievance from the employee(s) or his/her Union representative, the supervisor shall schedule a meeting with the employee(s) and/or his/her Union representative to discuss the grievance, and attempt to resolve the issue. The supervisor shall then return a written decision concurrently to the employee(s) and his/her Union representative.

Step Two: If not satisfied with the supervisor's answer in Step One, the grievance, to be considered further, must be appealed to the designated Management representative within ten (10) calendar days from receipt of the answer in Step One.

The parties shall meet within ten (10) calendar days of receipt of the grievance at Step Two and attempt to resolve the grievance or reach a settlement. As the Step Two Management representative may elect, the supervisor may attend such meeting. If a settlement is reached, such settlement shall be confirmed in writing and signed by both parties. If settlement is not reached, a written answer will be placed on the grievance form by the appropriate Management representative and returned concurrently to the employee(s) and his/her Union representative within ten (10) calendar days from the Step Two meeting.

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

Step Three: If not satisfied with the Employer's answer in Step Two, to be considered further, the grievance must be appealed to the departmental Appointing Authority or his/her designee

within fourteen (14) calendar days from receipt of the answer in Step Two. For disciplinary grievances involving suspension, discharge, or demotion, the Employer representative shall meet with the employee(s) and his/her Local Union Representative and a representative of Council 25 (as Council 25 may elect) to discuss and attempt to resolve the grievance or reach a settlement. Such meetings shall normally be held at the Agency where the grievance originates. If a settlement is reached, such settlement shall be confirmed in writing and signed by both parties. If a settlement is not reached, the written decision of the Employer will be placed on the grievance form by the departmental Appointing Authority or his/her designee and returned concurrently to the grievant(s) his/her Union representative and Council 25 representative within thirty (30) calendar days from the date of receipt of the grievance form at Step Three. Upon mutual agreement, such grievances may be discussed in the Step Three settlement conferences indicated in the next paragraph.

For grievances pertaining to all other disputes, a meeting shall be held between the departmental Appointing Authority or designee, a local Management representative (as the departmental Appointing Authority may elect), a Local Union representative (not the grievant) and a representative of Council 25 (as Council 25 may elect). Such meetings shall be held in Lansing unless mutually agreed otherwise. Every effort shall be made to discuss all pending grievances at such meetings to conserve Union and Management staff and employee work time. Every effort shall be made at such meetings to arrive at fair and equitable grievance settlements to avoid the necessity of arbitration. Such settlements, if reached, shall be confirmed in writing when agreed to by the Employer and the Union. If settlement is not reached, the written decision of the Employer will be placed on the grievance form by the departmental Appointing Authority or designee and returned to the grievant(s), his/her Union representative and Council 25 representative within forty-five (45) calendar days from the date of receipt of the grievance form at Step Three.

Step Four: If not satisfied with the Employer answer in Step Three, the Union may appeal the grievance to arbitration within thirty five (35) calendar days from the date of the Department's answer in Step Three. The arbitrator shall be selected and the hearing conducted under the rules of the American Arbitration Association , except as otherwise provided for in this Agreement, by the Federal Mediation and Conciliation Service (FMCS). A copy of the arbitration demand sent to FMCS shall be served upon the Departmental Employer

and the Office of the State Employer. Should either party fail to respond to a list of arbitrators provided by FMCS within fifteen (15) calendar days of mailing, then, FMCS shall choose the arbitrator first from the list provided by one of the parties, or, in the absence of a list from either party shall assign the arbitrator. If an unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Department's Step Three answer without prejudice or precedent in the resolution of further grievances. The parties may propose consolidation of grievances containing similar issues.

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

For nondisciplinary grievances a representative from the Office of the State Employer and Council 25 shall meet upon written request of either party to review identified outstanding grievances which have been appealed to arbitration. The purpose of this meeting is to find resolution for those grievances and arrive at fair and equitable settlements to avoid the necessity of arbitration. All settlements shall be confirmed in writing when agreed to by Council 25 and the Office of the State Employer.

Upon acceptance of the appointment, the Arbitrator shall have jurisdiction and authority to move the case to final and timely resolution, And shall be advised in writing of the terms and conditions of this article. Requests for postponement may be denied, and shall be granted only for cause. The Arbitrator shall schedule the hearing to be held within six (6) months of appointment, unless the parties mutually agree to extend the hearing date. If an arbitration is not held within one (1) year from the initial filing date of the grievance to arbitration, and the request to extend beyond one year is made by the Union, the issue of liability to the Employer shall be an issue for the Arbitrator's consideration. The initial burden of proof shall be on the Union to show sufficient cause to extend the arbitration hearing. The only exceptions to this shall be for initial felony charges, as noted above, and for Workers' Compensation cases.

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

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

The decision of the Arbitrator will be final and binding on all parties to this Agreement. Arbitration decisions shall not be appealed to the Civil Service Commission or the Employment Relations Board. When the Arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) calendar days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing.

If an arbitration hearing has been scheduled and if there is a delay or request for postponement or rescheduling, the moving party making such request shall be responsible for the Arbitrator's fees, if any.

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

Section C. Time Limits.

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

The parties may mutually agree in writing to "hold" a grievance pending the outcome of an arbitration or an appeal in another forum (i.e. Workers' Compensation). Once a decision has been rendered, such grievance may be reactivated within thirty (30) calendar days from the date of the decision.

Grievances not appealed within the designated time limits in Steps Two or Three of the grievance procedure will automatically result

in the grievance being considered closed. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure shall be considered automatically appealable to the next step. Where the Employer does not provide the required answer to a grievance within the time limit provided at Steps One, Two and Three, the time limits for filing at the next step shall be extended for fourteen (14) additional calendar days. The time limits at any step or for any hearing may be extended by written mutual agreement of the parties involved at that particular step.

In the event a grievance is rejected by the Employer at any step as untimely, or involves a prohibited subject in accordance with Article 19, Section H, the issue shall be treated as separate and distinct at Step Four. Such issues shall be addressed by the submission of briefs to an Arbitrator. A decision by the Arbitrator shall be made prior to the merits of the existing grievance being heard.

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

Section D. Retroactivity.

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

Section E. Exclusive Procedure.

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes, including all parts of Chapter 8, except present Part 4, "Appeal Procedure for Civil Service Bureau Actions", of the Department of Civil Service Employee Relations Policy and Regulations, as amended. All grievances filed prior to the effective date of this Agreement must be considered by the Arbitrator only under the provisions of the previous Agreement as though that Agreement were still in effect.

Section F. Processing Grievances.

Prior to a mutually scheduled meeting with management at each step of the grievance procedure, the grievant and his/her designated Steward will be permitted a reasonable amount of time, not to exceed one-half (1/2) hour, without loss of pay for consultation and preparation for such grievance meeting, during their regularly scheduled hours of employment. Overtime is not authorized.

One designated Steward will be permitted to process a grievance without loss of pay. In a group grievance two (2) grievants shall be entitled to appear without loss of pay.

Grievance meetings as provided for in Step One (1) shall normally be held during the regularly scheduled hours of employment of the grievant. Grievance meetings as provided for in Step Two (2) shall normally be held during the regularly scheduled hours of employment of the grievant or, if the grievant works an afternoon or night shift, as conveniently as possible to the employee's shifts and normally immediately preceding or immediately following an employee's shift. For purposes of pay only, one (1) Local Union representative and the grievant(s) shall be permitted an equivalent amount of time off from scheduled work in accordance with Article 8, Section B. for grievance meetings as provided for in Step Three and for arbitration hearings. Such employees shall be placed on annual leave for this purpose. The annual leave shall be converted to administrative leave once it is determined how much time was involved in the meeting or hearing.

The Employer is not responsible for compensating any employees for time spent processing grievances outside their regularly scheduled hours of employment. Unless mutually agreed otherwise, the

Employer is not responsible for any travel or subsistence expenses incurred by grievants or Stewards in processing grievances.

The issue of agencies where no Steward or Chief Steward is selected because of the small number or scattered distribution of Bargaining Unit employees and the option of waiving Steps One and Two in the grievance procedure shall be an appropriate subject of secondary negotiations in the Department of Corrections. Further, the issue of a Chief Steward, Steward, or Alternate Steward from the jurisdictional area where the conference is to be held and his/her ability to represent the grievant at Step One (1), Two (2), or Three (3) without loss of pay or benefits shall also be an appropriate subject for secondary negotiations in the Department of Corrections.

Section G. Documents and Witnesses.

Upon written request, the Union shall receive all documents or records which the Employer intends to enter into evidence in the arbitration, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this Section. Documents requested under this Section shall be provided in a timely manner if the Employer intends to use such documents as evidence. Upon written request, the Employer shall be entitled to disclosure of all documents the Union intends to offer in arbitration. Failure by either party to disclose a document shall make it inadmissible in arbitration.

At least ten (10) calendar days before a scheduled arbitration hearing, the parties shall provide to each other a written list of the witnesses each plans to call. If a witness list is not timely provided, the Employer shall release the requested witnesses subject to annual leave buy back. Witnesses which the Union intends to call will be relieved from duty. Nothing shall preclude the calling of previously unidentified witnesses.

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

Section H. State Employer.

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

Section I. Pending Grievances.

In recognition of the fact that the above Step Four provisions represent a significant change in procedure, the Office of the State Employer, Council 25, and Departmental representatives shall meet within sixty calendar days after Civil Service ratification of this Agreement to develop an expedited procedure to resolve the backlog of grievances, including the time frame to conclude the procedure. The procedure will be implemented within ninety (90) days after Civil Service ratification of this Agreement.

Upon Civil Service ratification of the Agreement, and upon mutual agreement between the Office of the State Employer and Council 25, those grievances appealed to arbitration under the previous arbitration procedure may be allowed to have the Arbitrator selected through FMCS. All other language governing the Step Four process shall be followed in accordance with the Agreement under which the grievances were originally filed.

Any problems arising from changes in this Article may be discussed by the parties in Departmental or Statewide Labor-Management meetings, with a representative of OSE and Council 25 present.

ARTICLE 10

LABOR-MANAGEMENT MEETINGS

Section A. Purpose.

Labor-Management meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and

resolve problems of mutual concern to the parties.

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

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

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

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

Section B. Representation.

The Union shall designate its representatives to such Departmental meetings in accordance with this Section. In the Departments of Community Health and Family Independence Agency,

the Union shall designate up to five(5) permanent representatives who shall be employees in this Unit. The Union may designate not more than five (5) additional representatives to participate in such meetings, based upon the matters scheduled in the agenda. In all other departmental meetings, the Union shall be entitled to designate up to three (3) permanent representatives who shall be employees in the Unit. The Union may designate not more than two (2) additional representatives to participate in such meetings, based upon the matters scheduled in the agenda.

The Union shall designate its representatives to Agency meetings in accordance with the following formulas:

In the Department of Community Health, no more than four (4) permanent or alternate representatives and two (2) additional representatives based on the agenda item. In the Family Independence Agency no more than three (3) permanent or alternate representatives and two additional representatives based on the agenda item at Maxey; no more than two (2) permanent or alternate representatives at Genesee Valley Regional Center and Adrian Training School. In the Family Independence Agency the subject of representatives for Labor-Management meetings at halfway houses may be discussed at secondary negotiations. In the Departments of Education and Corrections, no more than two(2) permanent or alternate representatives and one (1) additional person based upon agenda item. In the Department of Military and Veterans Affairs no more than three (3) permanent or alternate representatives and one additional person based upon the agenda item. In the Department of State Police no more than one (1) permanent or alternate representative and one (1) additional representative based on the agenda item. Such representatives for agency Labor-Management meetings shall be employed at the work location where such meetings take place. The presence of additional representatives shall be limited only to the discussion of the agenda item(s) for which their attendance was requested unless mutually agreed otherwise. All Union representatives for departmental or agency Labor-Management meetings shall be employed in the Bargaining Unit. Council 25 Staff may attend departmental or agency Labor-Management meetings as Council 25 may elect.

At those agency Labor-Management meetings where the Appointing Authority or designee brings a secretary to take notes, the Union shall be entitled to bring one secretary/reporter who shall not participate except to take notes. An Employer or Union representative

at such meetings who participates in the meeting and takes incidental notes shall not be considered a secretary for these purposes.

Agency and/or Departmental representatives shall not exceed the number of Union representatives (including Council 25 representatives, if any) authorized for any Labor-Management meeting.

Section C. Scheduling.

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

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

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

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

Section D. Pay Status of Union Representatives.

Up to the limit established in this Article and through secondary negotiations, Union representatives to Labor-Management meetings shall be permitted time off from scheduled work for necessary travel and attendance at such meetings. For purposes of pay only, properly designated Union representatives shall be permitted an equivalent amount of time off from scheduled work in accordance with Article 8, Section B. Overtime and travel expenses are not authorized. Under no circumstances shall more than ten (10) Bargaining Unit employees attend such meetings without loss of pay.

Section E. State Employer.

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

Section F. Response to Labor-Management Meetings.

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

Section G. Labor-Management Council.

The parties agree to establish a Labor-Management Council composed of members to be designated by the Union and the Office of the State Employer. Composition of the Council shall consist of up to seven (7) employee members designated by the Union and up to seven (7) members designated by the Office of the State Employer. No more than two (2) employee members shall be entitled to attend from each of the following departments: Community Health, Family Independence Agency, Military Affairs, Corrections, or Education. No more than one employee member shall be entitled to attend from any one agency. If the agenda does not contain items pertinent to one of these departments, the representative from that department shall not attend. All members who attend shall be knowledgeable about the agenda items to be discussed. Members of the Council shall make a good faith effort to attend scheduled meetings. This Council shall meet at agreed times and places, but at least twice yearly, if requested by either party, to examine and attempt to resolve issues of interdepartmental impact and/or statewide concerns.

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

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

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

ARTICLE 11

HEALTH AND SAFETY

Section A. General.

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

Section B. First Aid Equipment.

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

Section C. Tools and Equipment.

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

Section D. Protective Clothing.

The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Michigan Department of Consumer & Industry Services.

Section E. Confidentiality of Records.

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

Section F. Buildings.

The Employer will provide and maintain all state-owned buildings, facilities, and equipment in accordance with the specific written order(s) of the Michigan Departments of Consumer & Industry Services and/or Military and Veterans Affairs. Where facilities are leased by the Employer, the Employer shall make every reasonable effort to assure that such facilities comply with the order(s) of the Michigan Departments of Consumer & Industry Services and/or Military and Veterans Affairs.

Section G. Contagious Diseases and Conditions.

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

The parties agree that the Employer and employees shall abide by the recommendations of the Centers for Disease Control (CDC), and M.I.O.S.H.A., referencing contagious diseases, and that they shall consider recommendations by the Michigan Department of Community

Health, the U.S. Department of Health and Human Services and the U.S. Department of Labor. The parties agree that the issue of recommendations by the U.S. Department of Health and Human Services may be discussed in the statewide Labor-Management Council pursuant to Article 10, Section G., upon the request of either party. The parties may mutually agree to abide by these recommendations.

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

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

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

Section H. Medical Examinations.

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

When the Employer requires tests for tuberculosis, the Employer shall pay for such tests. Such tests may be provided on site by the Employer. If not provided on site, the employee may be allowed up to one-half (1/2) hour for the administration of the test. The employee may also be allowed up to one-half (1/2) hour for the reading of the test if it is not read on site. If the test or reading is scheduled during the

employee's nonworking hours, the employee may utilize up to one-half (1/2) hour equivalent time off from a working shift for the administration of the test. The employee may also be allowed up to one-half (1/2) hour equivalent time off for the reading of the test if it is not read on site. This Section is not intended to change current practices of on-site TB testing.

Section I. Foot Protection.

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

The issue of providing skid resistant or non-skid footwear for employees in food service work assignments shall be an appropriate subject for secondary negotiations.

Section J. Safety and Health Inspection.

When the Michigan Department of Consumer & Industry Services conducts a safety health inspection of a state facility a local Union official will be notified by the Employer and be released from work without loss of pay to accompany the inspector. The Union shall receive a complete copy of any and all reports provided to the Employer resulting from an inspection by the Department of Consumer & Industry Services.

Section K. Damage to Personal Items.

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

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

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

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

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

In the Departments of Community Health and Education, claims for personal property loss claims involving eyeglasses shall be handled in accordance with Appendix F.

Section L. Health and Safety Committees.

Health and Safety Committees will be established within the appropriate facilities operated by the Departments of Education, Community Health, Family Independence Agency, and Military and Veterans Affairs. In the Departments of Natural Resources, Consumer & Industry Services, and State Police, the Union's representation on Health and Safety committees shall be an appropriate subject for secondary negotiations.

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

In the Departments of Education, Community Health, Family Independence Agency, and Military and Veterans Affairs, should a Departmental Health and Safety Committee(s) be established, the Union shall be entitled to designate one (1) representative and may designate one (1)

or more alternates to serve in the absence of the designated representative.

The designated Local Union representative shall be allowed time off with pay to attend authorized committee meetings scheduled during his/her working hours. For purpose of pay only, properly designated Union representatives or alternates serving on these committees shall be permitted an equivalent amount of time off from their upcoming or previous shifts in accordance with Article 8, Section B.

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

The chairperson of the committee shall be appointed by the Agency Appointing Authority and shall be responsible for notifying the committee members of meetings, conducting the meetings, preparation and distribution of minutes, reports and other documents, arranging for conference rooms, and similar administrative tasks.

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

Section M. Compliance Limitations.

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

Section N. Evacuation Plans.

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

Section O. Unexpected Immediate Danger.

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

Section P. Use of Employer Facilities.

Employees and/or their families, relatives or friends shall be permitted to use the Employer's recreational facilities on non-work time or for non-work related purposes upon approval of the Appointing Authority.

ARTICLE 12

SENIORITY

Section A. Seniority Definitions.

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

to accumulate seniority for the full period of absence precisely as though they had been working, for Subsection 2 below. Employees off work due to compensable injury or illness shall also receive credit for longevity and State contribution for retirement.

1. Seniority as defined above shall be used for:

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

   b. Longevity Pay: If an employee leaves State Classified employment and later is rehired, he/she shall receive no longevity pay. However, once such a rehired employee has been in pay status for six (6) years, all previous service time shall be credited for longevity pay. The only exception shall be for employees rehired who repay severance pay received. (see Article 22, Section Q.)

   c. Retirement Credit: In accordance with statutory requirements.

2. Seniority as defined above (except that military time earned prior to State employment and credited to the PPRISM Continuous Service Hours counter, and except service in any excepted or exempted position as outlined in the current Civil Service Commission Rules in State Government which preceded entry into the State Classified Service and which was credited to the PPRISM Continuous Service Hours counter shall be removed from an employee's continuous service hours; however, seniority credit shall be given as provided for in Article 17, Section J) shall be used for:

a. Layoff and Recall (Article 13)
b. Assignment and Transfer (Article 14)
c. Overtime Scheduling (Article 15)
d. Vacation Scheduling (Article 16)

Employees laid off out of line seniority shall continue to receive continuous service credit for their period of lay off not to exceed five (5) years provided that a less senior employee in the same classification is still working at the Agency from which the employee was laid off.

Ties in seniority shall be resolved by considering the employee's Social Security number with the lowest number indicating the greatest seniority.

Section B. Application.

Management will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become Bargaining Unit members as a result of this change shall be their date of accretion into State service unless the legislation or the Executive Order causing such accretion specifies differently. Such seniority will be changed only where the employee is separated by reason other than layoff, suspension or approved leave of absence.

Section C. Seniority Information.

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

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

For Article 16, the list prepared in December shall be in effect from April 1 through September 30; the list prepared in June shall be in effect from October 1 through March 31. The parties may agree to different effective dates in accordance with Article 16, Section B. For Articles 13, 14, and 15, the list prepared in December shall be in effect from January 15 thru July 14; the list prepared in June shall be in effect from July 15 thru January 14. Employees' seniority for each six month period shall be as indicated on the appropriate list. For purposes of the Layoff Article (13) only, employees who have "lost time" between the preparation date of the list and two weeks prior to the date of their notification of layoff shall have such lost time deducted from seniority hours as indicated on the seniority list only in order to determine if the change alters the layoff. No other lost time shall be deducted from an employee's seniority until the preparation of the next seniority list.

Section D. Supervisors.

All supervisory time earned on or before April 25, 1980 shall be counted for seniority purposes, and no supervisory time accrued after April 25, 1980 shall be counted for seniority purposes.

Section E. Other Employees.

Anyone (other than non-exclusively represented employees and except as provided for in Article 12, Section D above), entering the Institutional Unit for any reason shall enter the Bargaining Unit with zero hours of seniority. Employees entering the Bargaining Unit from other exclusively represented bargaining units which allow employees to be credited with their total continuous service hours for seniority purposes, may likewise bring their total continuous service hours into this Bargaining Unit for seniority purposes after entry into this Bargaining

Unit. Employees entering this Bargaining Unit under this provision shall not be credited with any Bargaining Unit seniority under Article 17, Section J. for any time outside this Bargaining Unit. The provision of this Section shall not apply to employees who have been laid off or are on leave of absence from this Bargaining Unit. If problem(s) arise in the application of this provision, an agency Labor-Management meeting will be held without undue delay to attempt to resolve the problem(s). If problem(s) are not resolved at that meeting, a department Labor-Management meeting will be held without undue delay to attempt to resolve the problem(s). Time limits for filing grievances will be tolled until after the above meetings have been held.

Section F. Probationary Employees.

For purposes of this Agreement, probationary employees shall be granted no seniority rights. Upon successful completion of the probationary period, such employees shall have credited to them the number of hours which they accumulated during their probationary period.

ARTICLE 13

LAYOFF AND RECALL PROCEDURE

Section A. Application of Layoff.

The Union recognizes the right of the Employer to lay off or to reduce the hours of employment, including the right to determine the extent and effective date of such reductions in accordance with the provisions of this Agreement.

Bumping, layoff and recall of Bargaining Unit employees shall be exclusively governed by and in accordance with the provisions of this Agreement and this Article. Layoff and recall shall be in accordance with procedures set forth in this Article with the exception they shall not apply to:

1. Temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off

by inverse seniority within classification and work location and recalled by seniority. Temporary layoff will only be used for:

a. Unanticipated loss of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period; or

b. Natural disaster, lack of utilities or civil disruption that makes premises at a work location inaccessible or unusable; and/or

2. Seasonal layoff or seasonal employees; and/or

3. School year employees at institutions and schools, during recesses in the academic year and/or summer.

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

Temporary recall of seasonal or school year employees during their period of layoff under 2 and 3 above shall be by seniority.

The limited term appointments utilized during the summer at Michigan School for the Blind (Blind Department) shall be offered to Michigan School for the Deaf (Deaf Department) 180 day employees by seniority at the employee's regular hourly rate with all benefits normally continued for employees on summer layoff.

When the Employer determines there is to be a layoff, employees who are scheduled to be laid off shall be given such written notice not less than fifteen (15) calendar days prior to the effective date of layoff. The Employer shall furnish the Local Union President concurrent written notice of the name, seniority, class titles, and current assignment location of employees scheduled to be laid off not less than fifteen (15) calendar days prior to the effective date of layoff. The Employer will, when layoffs are being planned, inform the Union, as soon as practical, which under normal circumstances is deemed to be not less than thirty (30) calendar days to discuss upon request the potential impact upon Unit employees caused by such layoff.

Section B. Reduction in Hours.

In the event that the Employer wishes to propose reduction in hours of employment, the parties will discuss such proposal and, upon mutual agreement only, such proposal may be implemented.

Section C. General Layoff Procedures.

1. Layoff shall be by work location or Agency.

2. Within a work location or Agency, layoff shall be by Civil Service classification and level within a series; provided that preauthorized levels in a classification series shall be considered as one level as shown in Appendix C.

3. Employees within the affected work location or Agency shall be laid off in inverse seniority.

   However, the Employer may lay off, bump, reassign or recall out-of-line seniority because of:

   a. Manual communication skill (for the Department of Education and Northville only. The Employer will not invoke this provision unless the performance standards have been outlined for the Union.);

   b. Bilingual skill (for Department of Education only. The Employer will not invoke this provision unless the performance standards have been outlined for the Union.):

   c. Treatment team composition requiring a minority group individual for treatment methodology (for Family Independence Agency only);

   d. Department of Civil Service approved selective certification, which may include selective certification by sex or manual communication skill;

e. Maintaining and administering an affirmative action plan approved by the MEEBOC or its successor, pursuant to Executive Order 1985-2 or its successor, and pursuant to Civil Service Commission approved guidelines and procedures.

The exceptions listed in a. through d. above shall only be made where there is a valid occupational requirement and no alternative exists for preferring the less senior employee. The Appointing Authority shall give the Local Union concurrent written notice when it requests approval from the Department of Civil Service for selective certification. Under no circumstances shall the exception listed in Subsection d. above form the basis for notice of layoff or recall out of line seniority until after the Local Union has been provided with a written copy of Civil Service approval for such selective certification.

In Subsection d. above, the Employer agrees that there will be no layoff (as defined in Article 22, Section Q.1.a.) out of line of seniority by sex during the life of this Agreement.

The Employer shall give notice in writing of intent to utilize Subsections a - d above to the Union and shall negotiate with the Union about the impact of such determination and/or discuss alternatives thereto. No Department shall implement Subsection e. above without the involvement and agreement of the State Employer. Such negotiation requirements shall not serve to delay the implementation of the Employer's determination.

For Subsection e. above, the standards to be used in determining whether there is underutilization of the affected protected group shall be the utilization standards approved by the MEEBOC pursuant to Executive Order 1985-2, or its successor.

The MEEBOC and Department of Civil Service recommendation on Departmental requests shall be

transmitted to the Office of State Employer for review and approval.

The Appointing Authority shall give advance notice in writing of its intent to use such out-of-line seniority provision to enable the Union, upon request, to have sufficient time to discuss the impact of such determination.

4. The Local Union President or Chapter Chairperson, and the Chief Steward at an Agency or work location shall, if members of this Bargaining Unit be considered more senior than other members of the Bargaining Unit in their classification at their Agency or work location, but only during their term of office, and only for purposes of layoff and recall and, in the Department of Education, for seasonal employees for the scheduling of summer work. Not more than two (2) employees at any one work location or Agency shall be accorded such seniority status at any one time. Under no circumstances shall such Local Union representative be entitled to layoff protection until after such designation has been forwarded in writing to the Appointing Authority by the Local President. In no case shall a change in such designation occur after layoff notices have been sent if such change would affect layoff or bumping.

5. No employee with Civil Service status in any classification shall be laid off from the affected classification until all employees without status in any classification who are employed in the affected classification are laid off.

6. It shall be the policy and practice of the Employer to recall laid off full time employees to less-than-full-time positions if such employees are willing to accept less-than-full-time work before hiring any less-than-full-time employees. The Employer shall not use two or more less-than-full-time employees to fill one full time position formerly held by a laid off full time employee.

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

8. Employees may continue their health insurance up to three years from date of layoff at their expense. The Employer shall notify all employees on their layoff notice fifteen (15) calendar days prior to layoff that they may, at their expense, continue their health insurance coverage up to a period of three (3) years from date of layoff at the group rate. The Employer shall also notify employees that they may, at their expense continue their dental, vision, and life insurance coverage up to a period of eighteen months from date of layoff at the group rate. Employees who are not eligible for Severance Pay in accordance with Article 22, Section Q may elect in writing to pre-pay their share of premiums for health, dental, and/or vision insurance for two (2) additional pay periods after layoff by having such premiums deducted from their last pay check. The Employer shall pay the Employer's share of premiums for health, dental, vision, and life insurance for these two (2) pay periods for employees electing this option. Coverage for the above insurances shall then continue for these two (2) pay periods. This four (4) week period shall be included in the three (3) year or eighteen month period.

9. If a dismissed employee or improperly laid off employee is reinstated by an arbitrator with full back pay and benefits and if such employee would have been laid off during the period of separation; such employee shall be reinstated only up to the date he/she would have been

laid off and the fifteen (15) day notification period shall be waived for this purpose.

10. If an employee has been laid off improperly and the Employer corrects the error, such employee shall be made whole only up to the date he/she would have been laid off if no error had been made.

Section D. Reassignment of Staff Due to Layoff.

The following procedure for reassignment of staff shall be utilized if layoffs result in an imbalance of staff or in the event that the Appointing Authority elects to close (either permanently or temporarily due to renovation or emergency) a building, cottage, wing, ward or dorm or both.

For purposes of this Section, the following definitions will apply:

1. "Displaced Employee": an active employee who must move from his/her assignment location because of a staffing imbalance resulting from layoff or because of a closure or both.

2. "Vacancy": any position which the Employer seeks to fill. Original vacancies which were posted prior to the notice requirements indicated below shall not be considered vacancies for this purpose.

The following procedure shall be followed in the order indicated:

1. All employees in the assignment location from which employees will be displaced shall be provided written notice ten (10) calendar days prior to the date of the move. This written notice shall indicate available assignment locations. Employees shall only be offered positions which are on the same shift on which they are working at the time of notice. Within four (4) calendar days of receipt of the notice, employee(s) must indicate in writing their rank order of preference for some of the available assignment locations.

2. The Appointing Authority shall grant such requests in seniority preference order to qualified employees.

3. For employees who are not senior enough to receive one of their preferences and for whom movement across shift lines would be required, the following procedure will be used:

   A. These displaced employees will be ranked in seniority order by shift.

   B. An equivalent number of least senior employees by shift (on the same shift) will be identified.

   C. The displaced employees will then be permitted to "bump" the least senior employees on their shift. Such employees must designate their preference regarding which position they wish to bump within four (4) calendar days after being notified that they may bump on their shift. If they do not indicate a preference, the most senior will go to the most senior, etc. If the displaced employee is also one of the least senior on the shift, such employee cannot "bump".

   D. Such bumped least senior employees will then be moved into the remaining vacant positions at the Employer's option.

Any reassignment, bumping or transfer in accordance with this Section shall not be considered a schedule change for the purpose of requiring the payment of premium pay.

At the time of written notice to the affected employee(s), the Employer shall announce the closing as either temporary or permanent. If it is temporary, employees who are moved shall be returned to their former assignment locations when it is reopened.

When the Employer intends to phase down or partially close down an area, the employees within the assignment location(s) will be notified in writing regarding the anticipated date of final closing once

such date is known. If the date of final closure changes, employees in the assignment location will be notified of such change.

Any position from which an employee is involuntarily reassigned pursuant to this section shall not be filled for a period of six (6) months following the effective date of the reassignment unless such position has first been offered to the involuntarily reassigned employee and such employee has declined the offer.

In the event that there are more positions to be filled than there are displaced employees, the Employer shall select which vacancies need to be filled first and use only the number of positions equal to the number of displaced employees. Any positions remaining vacant after the application of this section shall be considered original vacancies and filled in accordance with Article 14, Section C.

Section E. Bumping.

The employee scheduled for layoff may elect to either accept layoff or bump to the least senior position in a former classification in his/her Agency or work location or Department (in the Departments of Consumer & Industry Services and Natural Resources unless a secondary agreement is in effect) as provided in this Section. An employee scheduled for layoff who fails or is unable, in accordance with Section C.3., to exercise the option to bump to the least senior position in a former classification shall be laid off.

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

1. A vacant position which the Employer intends to fill; or
2. The position occupied by the least senior employee as defined in Article 12 above.

Within seven (7) calendar days of receipt of notification of layoff, the employee scheduled for layoff shall notify the Employer of his/her decision to either accept layoff or bump into the least senior position at the work location or Agency in a former classification series at and below any level at which the employee had satisfactorily completed the required probationary period.

An employee seeking to bump into another position must meet all requirements in accordance with Section C.3. In the Department of

Corrections, any proposed variations in the procedures provided in this Article will be subject to secondary negotiations.

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

Section F. Exercise of Rights under this Article.

Employees shall exercise bumping or reassignment rights under the provisions of this Article only as indicated below:

1. a. Full-timers first replace less senior full-timers.
   b. The least senior full-timers are then given the option of replacing less senior part-timers or of accepting layoff; then of replacing less senior permanent-intermittents or of accepting layoff.

2. a. Part-timers first replace less senior part-timers.
   b. The least senior part-timers are then given the option of replacing less senior permanent-intermittents or of accepting layoff; then of replacing less senior full-timers or of accepting layoff.

3. a. Permanent-intermittents replace less senior permanent - intermittents.
   b. The least senior permanent-intermittents are then given the option of replacing less senior part-timers or of accepting layoff; then of replacing less senior full-timers or of accepting layoff.

The attribute of full-time, part-time, or intermittent accrues to the position, not to the individual. Therefore, if an employee bumps (for example) from a full-time to a part-time position, that employee will work part-time. Part-time and permanent-intermittent employees may only

replace full-time employees if they have achieved Civil Service status in the classification.

Section G. Recall Lists.

Agency recall lists shall be maintained by seniority for each class and level and employment type in each series for each Agency or work location affected by layoff. Each laid-off employee shall automatically be placed on the Agency recall list for the class and level from which he/she is laid off.

The Employer shall, when issuing the layoff notice, inform the employee of his/her rights under this Article and Section, and shall provide to the employee at that time the proper form for designating the several recall lists, classifications, work locations, etc., as required below.

Each laid off employee shall have the right to have his/her name placed upon a Departmental Recall list, in order of seniority, for the class and level from which he/she is laid off, for each work location or Agency at which he/she will accept recall to employment.

The employee shall notify the Employer in writing of his/her designation within seven (7) calendar days subsequent to being laid off. Return from a Departmental recall list shall be in order of seniority.

In addition, the laid off employee shall have the right to have his/her name placed upon the Agency recall list in seniority order, for such additional classes and levels in which he/she has satisfactorily completed a probationary period or in a class listed in Appendix D prior to being laid off. Such employee shall also have the right to have his/her name placed on Departmental lists(s) for such position(s) as provided above.

Employees with ten (10) or more years of seniority, who are currently on layoff or who are laid off during the term of this Agreement, shall have the opportunity to place their names on the Agency recall lists, for the primary class only, in seniority order for Agencies within their Department other than the one from which they were laid off in accordance with this Section. These employees shall continue to have the opportunity to place their names on the Departmental recall list in accordance with this Article. An employee who accepts or refuses recall to employment from such Agency recall list shall have his/her name

removed from recall lists in accordance with Section I, (4) below.

An employee may delete in writing a classification or designated work location from any list upon which his/her name appears without penalty at any time prior to the recall notice being sent. An employee who bumps to another class and/or level shall be automatically placed on the Agency recall list for the classification and level from which he/she bumped.

A laid off employee shall also have the right to have his/her name placed on Statewide recall lists, in seniority order, for any classes and levels in which he/she has satisfactorily completed a probationary period or in a class listed in Appendix D as provided above.

Employees who are laid off and have at least one year of service within the last ten years in a Department other than the one from which the employee was laid off, shall have the option, upon written notice to the Employer which has most recently laid off the employee, to have their name placed on the Department recall list for the Department for which the employee formerly worked.

An employee who has been separated and is able to return to work from disability retirement, or Workers' Compensation will be placed on recall lists in proper seniority order upon medical certification of their physical and/or mental ability to return to perform the essential functions of the job. Employees able to return from Long Term Disability under these conditions shall be placed on the Departmental recall list, provided, such written request is made within two (2) years of initial receipt of current Long Term Disability benefits. Such certification shall be presented to the Department/Agency Personnel Officer of the affected Department.

Employees must indicate in writing in which classes, work locations, and Departments they are willing to accept recall.

If there is an error in the administration of the system which leads to improper recall, such recall shall be corrected; however, until implementation of a computerized recall list, for the two (2) week period following improper recall from a recall list, the Employer shall have no financial liability including back pay to the employee(s) not properly recalled.

Section H. Recall from Layoff.

The provisions of this Section shall be applied subject to the exceptions listed in Section C.3. of this Article. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. An employee whose primary agency has closed and then reopened (under the jurisdiction of the same Department) shall have recall rights to that agency in accordance with this Article and Appendix C.

When the Employer intends to fill a vacancy, provisions of Article 14, (Assignment and Transfer), shall first be exhausted. Thereafter, the Employer shall recall the most senior employee who is on the Agency recall list for such classification and level to fill the remaining open position.

If no employee is on such Agency recall list, the Employer shall recall the most senior employee from the Departmental recall list for the class and level provided for in Section G of this Article. The only exception shall be when an Agency is closing in which case an employee who is on the Interagency Transfer List who has more seniority than the senior employee on the Departmental recall list shall be awarded the appointment to the vacancy.

If no employee is on such Departmental recall list, the Employer shall recall the most senior employee from the Statewide recall list for the class and level provided in Section G of this Article.

Recall lists shall not be combined with any other registers for the purpose of providing the Employer with candidates for an opening.

The employee's right to recall shall exist for a period of up to five (5) years from the date of layoff unless forfeited in accordance with Article 22, Section Q, Severance Pay.

Employees may extend their recall rights for three (3) additional years by submitting a written request before the expiration of the five (5) year period to the Agency from which they were laid off. Employees laid off from closed Agencies shall submit such request to the Central Departmental Personnel Office. Such employees must also designate at least one open Agency to which they will accept recall.

Section I. Removal of Name From Recall Lists.

If an employee fails to respond within ten (10) calendar days from the mailing date of the recall notice, his/her name shall be removed from recall lists. In addition, his/her name shall be removed from recall lists as provided below:

1. An employee who refuses recall to employment in his/her Agency in his/her primary classification shall be removed from all recall lists as a voluntary resignation. An employee's name shall not be removed from the Agency recall lists if the employee refuses recall because such employee is medically disabled or on active military duty.

2. An employee who accepts recall to employment in his/her Agency and his/her primary classification shall be removed from all recall lists for all classifications.

3. An employee who refuses or accepts recall to a secondary classification on the Agency recall list shall be removed from all lists for such secondary classification.

4. An employee who refuses or accepts recall to a primary or secondary classification on a Departmental recall list shall be removed from all list(s) for such classification except at the Agency from which he/she was laid off. An employee's name shall not be removed from the Department recall lists if the employee refuses recall because such employee is medically disabled or on active military duty.

5. An employee convicted of a felony may be removed from all recall lists for just cause.

6. The parties agree that, while either voluntary or involuntary separation of an employee from employment in State Government serves to eliminate recall rights, an exception will be made as follows. Laid off Bargaining Unit employees who are hired, not recalled, to a position in State Government and who

separate before completing either a required probationary period or the required training shall be retained on all recall lists unless such separation is for cause. Also, Bargaining Unit employees who are hired through the Civil Service Placement Project who are involuntarily separated during a required probationary period in lieu of dismissal shall be allowed to place their names on all appropriate recall lists in accordance with the Primary Agreement, unless such separation was for cause. Upon repayment of any monies received from the State for sick leave credits, employees' previous sick leave balances shall be restored.

For purposes of this Section, the following definitions shall apply:

1. A Primary classification is the classification from which an employee is originally laid off.

2. A Secondary classification is any classification in which an employee has satisfactorily completed a required probationary period or in a classification listed in Appendix D, and any lower level classification in that same series.

3. An Agency recall list is a recall list for the Agency from which the employee is laid off.

4. A Departmental recall list is a recall list for all Agencies within the Department from which the employee is laid off.

5. Class refers to class and level.

6. A Statewide recall list is a recall list for all Departments, which employ Bargaining Unit employees within the Institutional Unit.

Section J. Temporary Recall. (90 calendar days or less)

In accordance with the provisions of this Article, employees shall designate agreement to be recalled by work location on a temporary

basis when laid off. Temporary recall shall also be on the basis of seniority. An employee who fails to accept temporary recall to a work location previously designated shall be removed from that list. Removal from a temporary list shall not affect the employee's place on a permanent recall list.

Section K. Layoff and Recall Information to Union.

The Appointing Authority agrees to provide to the Local Union copies of seniority list(s) which will be used to determine the employees who are to be laid off or reassigned in accordance with Section D. of this Article.

The Employer agrees to provide to the Local Union copies of all Agency recall list(s). The Employer will inform the Local Union of any changes in, additions to, or deletions from such list(s).

Section L. Annual Leave.

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

Employees who are being laid off under this Article shall have the option of freezing all, or any part, of their annual leave upon layoff. These annual leave hours shall be paid unless the employees indicate in writing, prior to the date of layoff, to the Appointing Authority or designee the number of hours to be frozen.

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

Section M. Transfer for Employees During Layoff Periods.

Employees at Agencies where there are announced layoffs by the Department Director may place their names on recall lists, and be recalled in accordance with Article 13, Sections G and H, and in accordance with the following procedure:

At the time that employee(s) receive layoff notice an equivalent number of additional employees in the classification may place their names on recall lists. It is understood by the parties that the intent of this language is to provide a one to one opportunity for senior employees to place their names on recall lists in the event of announced layoffs in the Institutional Unit. Therefore when employees have placed their names on recall lists in accordance with this Section, the following procedure will be used.

1. Should the announced layoff(s) take place, then an equivalent number of names of employees, who have placed their names on recall lists in accordance with this section, will be removed from the recall lists, starting with the least senior employee and progressing to the most senior employee on the recall list.

2. Should employee(s) be recalled to another position as a result of placing their name on recall lists, then an equivalent number of employee(s) will be removed from the layoff list, starting with the most senior employee and progressing to the least senior employee on the layoff list.

Section N . Transfer for Employees at Closing Agencies.

Employees at Agencies that have been designated for closure by the Departmental Director shall have the same transfer rights as provided in Article 13, Section H, and may also place their names on the Statewide recall list in seniority order. Employees working in an Agency who have been laid off from one of the closed Agencies and who wish to transfer to another Agency may also place their names on the Departmental recall list in seniority order for one other Agency.

Section O. Right to Interagency Transfer.

At the time that an employee(s) receives their layoff notice at an Agency, an equivalent number of additional employees in the classification at the Agency may put their names on the Interagency Transfer List (Departmental recall list) in seniority order and shall therefore have the same transfer rights as provided in Article 13, Section H.

ARTICLE 14

ASSIGNMENT AND TRANSFER

Section A. Definitions.

1. **Original Vacancy.** An original vacancy shall be defined as a position which the Employer seeks to fill. A position from which an employee has been laid off or a temporarily vacant position (ninety [90] days or less) is not a vacancy.

2. **Subsequent Vacancies.** Subsequent vacancies are those arising as the result of the filling of an original vacancy.

3. **Remaining Vacancies.** Vacancies which no qualified applicant is seeking.

4. **Transfer.** Transfer shall be defined as the filling of a vacancy or change in assignment at the employee's initiative or request.

5. **Seniority.** Seniority shall be as defined in Article 12, Section A.2, except that probationary employees, and employees in less-than-satisfactory status, shall not be eligible to exercise any seniority transfer rights under this Article.

Section B. Right of Assignment.

Except as provided in this Article, the Employer shall have the right and responsibility to assign employees within an Agency or work location. In filling a vacancy the Employer shall continue to have the right to assign a qualified employee subject only to the provisions of this Article.

Section C. Filling of Vacancies.

1. **General.** Vacancies in classifications in this Unit at work locations or Agencies in this Unit shall be filled only in accordance with the provisions of this Article. For a listing of work locations see Appendix E. For the duration of this Agreement, the Resident Care Aide series shall be regarded as three (3) classifications consisting of 6's, 7's, and E8's.

   Employees applying for a transfer within their current classification and work location or Agency shall be given consideration in filling a vacancy in accordance with the following:

   a. The Employer reserves the right to appoint a qualified employee to a vacancy. In evaluating qualifications the Employer will consider:

      (1) Whether the employee's experience and performance indicate overall ability to perform the work required in a satisfactory manner;

      (2) Availability without undue delay excluding authorized sick leave for less than two (2) weeks and approved annual leave; and

      (3) (a) Manual Communication skill (for Department of Education and Northville only);
          (b) Bilingual skill (for Department of Education only);
          (c) Treatment team composition requiring a minority group individual for treatment

methodology (for Family Independence Agency only);

(d) Department of Civil Service approved selective certification which may include selective certification by sex or manual communication skill;

The exceptions listed in a through d above shall only be made where there is a valid occupational requirement and no alternative exists for preferring the less senior employee. The Appointing Authority shall give the local Union concurrent written notice when it requests approval from the Department of Civil Service for selective certification. Under no circumstances shall the exception listed in 3d above form the basis for transfer out of line seniority until after the local Union has been provided with a written copy of Civil Service approval for such selective certification.

b. Should the Employer raise a question of physical fitness of an employee to perform required work, the employee will not be held to a higher standard of fitness than that which is currently necessary to secure employment in the particular classification.

The designation of assignment locations shall be an appropriate subject for secondary negotiations. Current assignment locations shall remain in effect unless altered by such secondary negotiations except as indicated below.

In the event that the Appointing Authority needs to make a change in existing assignment location or to create new assignment locations, such change or creation shall be discussed in Agency Labor-Management meetings. If agreement between the Agency and the Local Union cannot be reached at such meetings, the proposed change or creation shall be discussed in Department Labor-Management meetings. If agreement cannot be reached at such meeting, the Appointing Authority may implement the change or new assignment location. The Union may grieve such change or creation by notifying the Department in writing of its intention to grieve within thirty (30) calendar days of the implementation. Such grievances may be scheduled directly for arbitration without the necessity for a conference or Step Three response.

When new assignment locations are created, employees shall be given the opportunity to add such assignment locations to their list of preferred assignment locations.

2. **Original Vacancies.** Original vacancies shall be posted at such time as the Employer has reached a decision to fill them. Such vacancies shall be posted in a conspicuous place in each assignment location. Each posting shall contain the assignment location including shift, classification and level, current schedule of days off, and selective certification, if any. The date on which such vacancy is first posted shall also be indicated. Original vacancies will be posted for a period of five (5) calendar days, except that vacancies which are posted during the week in which Thanksgiving, Christmas, and New Years occurs shall be posted for seven (7) calendar days.

Employees who are interested in transferring to the assignment location in which the posted vacancy exists shall indicate their interest by submitting written bids to the Appointing Authority or designee. The senior qualified employee bidding for the position shall be awarded the position by priority preference within fourteen (14) calendar days after the closing of the posting period. Employees who have bid for a position in accordance with the above procedure may not withdraw their bids after the close of the posting period.

The Appointing Authority shall furnish the Local Union President or designee with a copy of each job posting at the same time the job is posted. The Appointing Authority shall further furnish the Local Union President or designee with a copy of the list of employees bidding and an indication of which employee received the job.

In the event that there is more than one vacancy at any one time the Appointing Authority may simultaneously post all available vacancies. Employees may bid on any or all vacancies and prioritize their preferences. In the event that there is more than one vacancy in any one assignment location, the Employer shall post all of these in one posting.

An employee who gets a job in a different assignment location as the result of bidding successfully for such job shall

not be entitled to another appointment as the result of bidding or from any vacancy transfer list during a six (6) month period from the effective date of the appointment.

3. **Subsequent Vacancies.** Subsequent vacancies shall be filled by transfer of a qualified employee who has applied for the vacancy by properly designating the assignment location (which includes shift) of the vacancy on the vacancy transfer list provided for below.

Vacancy Transfer List: The Employer will establish vacancy transfer lists from which subsequent vacancies will be filled by a qualified employee. Seniority of employees on these lists shall be based upon the Seniority Lists prepared at the end of the first pay period in December and at the end of the first pay period in June. Employees may designate their preferences, add or delete preferences for any number of assignment locations at any time. Such designations, additions or deletions must be in writing, signed and dated by the employee. Written designations received by the Appointing Authority or designee by 4:00 p.m. on the last Friday of a pay period shall be added to or deleted from lists and the resultant lists shall be used to select employees for all subsequent vacancies beginning on the first day of the next pay period.

An employee who is transferred to a position from any vacancy transfer list on which his/her name appears is obligated to accept the position.

Procedures to implement the above vacancy transfer list and its operation including priority preferences shall be agreed upon in Agency Labor-Management meetings. The Local Union and Agency shall work out a method of purging the vacancy transfer list. In addition the Agency and Local Union shall develop a method of keeping the vacancy transfer list current. Agreements reached at such Agency Labor-Management meetings shall be put in writing and signed by the parties. All agreements reached under the prior Agreement shall remain in effect unless or until changed by mutual local written Agreement.

In utilizing the vacancy transfer list to fill the vacancy, the Employer shall select the senior qualified employee who has

designated a preference for the assignment location in which the vacancy is to be filled. An employee who is appointed from the vacancy transfer list shall not be entitled to another appointment as the result of bidding or from any vacancy transfer list during a six (6) month period from the effective date of the initial appointment from the vacancy transfer list.

In notifying the applicant(s) on the vacancy transfer list, the Employer shall furnish the employee the classification, shift, assignment location, selective certification requirements if any, and scheduled days off of the vacancy.

An employee departing on vacation may furnish the Employer, prior to departure, a written indication of the priority order of one or more of the employee's designated assignment locations on the vacancy transfer list which he/she will accept upon return from vacation. If such a vacancy arises during the period of the scheduled vacation, the vacancy will be held open for the employee.

4. **Remaining Vacancies.** In the event that no qualified applicants bid for a job, and there are no qualified applicants on the vacancy transfer list for the assignment location in which a vacancy occurs, the Appointing Authority shall have the option of filling such vacancies by other methods. The Appointing Authority may return an employee from a leave of absence pursuant to Article 17, Section F., or reinstate an employee pursuant to an arbitration decision, or may involuntarily reassign an employee in accordance with the provision of this Article. However, when filling a full time remaining vacancy by means other than those referenced above in this Section, the Appointing Authority shall recall a laid off employee from the appropriate recall list prior to filling the position with a Permanent-Intermittent employee currently working in the work location. If there are no names on any of the recall lists, the Appointing Authority shall have the option of filling the vacancy by any other methods which are consistent with other provisions of this Agreement. Such methods may include (but not necessarily in this order): new hiring; reinstatement; rehire; interclassification, interagency, or interdepartmental transfer; placement of state employee trainees; volunteers (not necessarily by seniority); promotion; and demotion. The subject of intradepartmental transfers shall

be a proper subject of secondary negotiations in the Family Independence Agency only.

The Employer may make involuntary reassignments to remaining vacancies in accordance with Section D. below. Involuntary reassignments not in accordance with Section D. below shall only be by inverse seniority from the assignment location of the Employer's choice.

Except as provided in Section D. below, any position from which an employee is involuntarily reassigned shall not be filled for a period of six (6) months following the effective date of the involuntary reassignment, unless such position has first been offered to the involuntarily reassigned employee, and such employee has declined the offer.

Section D. Exchange Reassignment.

In the situations listed below the Employer shall have the right to reassign an employee within his/her classification and work location.

1. Where an employee has been disciplined and the circumstances of the disciplinary action indicate that the employee should be reassigned (Oral and Written counseling shall not be considered disciplinary actions);

2. Where written, recorded, and investigated complaints from residents, or staff indicate that performance or conduct is not satisfactory (In any grievance hearing over application of this Section, the Employer will only be required to show that the complaints received and investigated justified the action taken); the Employer's actions under this Subsection shall not be unreasonable, arbitrary or capricious. When the Employer utilizes this Subsection the Agency shall notify the Local Union.

   The timeliness issue shall be applied in accordance with Article 8, Section D. for temporary employee exchange reassignment.

3. When an employee requests a transfer and the Employer agrees that the transfer would be in the mutual interest of both parties;

4. When an employee is not performing successfully in a new assignment which the employee has obtained by application of bidding or of the vacancy transfer list or otherwise, as verified by a less than satisfactory service rating.

In the event that a remaining vacancy exists, the Employer shall assign such employee to that vacancy. In the event that there is no remaining vacancy, the Employer shall reassign such employee and make in conjunction therewith a direct exchange reassignment.

Whenever the Employer makes a direct exchange reassignment pursuant to Subsections 1 through 4 above, the Employer will first seek a volunteer for the direct exchange from the assignment location to which the direct exchange reassignment is to be made. In the event more than one employee volunteers, the most senior qualified volunteer shall receive the direct exchange reassignment. If there is no qualified volunteer at the assignment location to which the employee is to be reassigned, the least senior employee in the particular classification at such assignment location shall be selected for the direct exchange reassignment, in which case the least senior employee so reassigned shall enjoy all rights and protections under Article 14, Section H. below. At the option of the Employer, a probationary employee may be utilized for direct exchange reassignment and consideration for such use, while not mandatory, is encouraged.

When two employees request exchange reassignments within the same classification at the same work location or at a different work location the Employer may grant such request.

Section E. Temporary Reassignment.

During the period in which the selection process provided in Section C. above is being administered, or if an employee is on a leave of absence or on sick leave for ninety (90) calendar days or less, the Employer may temporarily fill a vacancy to fulfill operational needs.

For temporary assignments of more than ninety (90) calendar days, the Employer shall utilize the Agency temporary recall list as provided in Article 13, Layoff and Recall, if one exists.

In making temporary assignments of ninety (90) calendar days or less, the Employer may utilize a relief pool if one has been established. In the absence of a relief pool, the Employer shall go to the assignment location providing the temporary employee and seek volunteers. The Employer shall select the most senior qualified volunteer. In the event that there are no volunteers, the Employer shall select the least senior qualified employee in that assignment location to fill the temporary assignment.

Section F. Relief Assignments.

Relief assignments may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. Relief assignment may be utilized by the Employer as a regular assignment. If a relief pool has been established, relief assignments shall be made from such pool. In the event that there is no relief pool or in the event that there are no employees available in an existing relief pool, the Employer may make relief assignments as indicated in this Section. A relief pool shall be considered an assignment location. If the Employer wishes to establish a relief pool, this shall be dealt with as the establishment of any new assignment location. When such relief employees are not available and an assignment location is required to provide relief to another assignment location, the Employer shall first seek volunteers. In the event more than one employee volunteers, the most senior qualified volunteer shall receive the relief assignment. If there are no volunteers, the least senior qualified employee within the same classification from the assignment location providing the relief will normally be assigned to such relief assignment. An employee involuntarily performing a relief assignment shall not be replaced in his/her regular assignment except in extraordinary circumstances.

Section G. Reassignment of Staff.

The following procedure for reassignment of staff shall be utilized if layoffs result in an imbalance of staff or in the event that the Appointing Authority elects to close (either permanently or temporarily

due to renovation or emergency) a building, cottage, wing, ward or dorm or both.

For purposes of this Section, the following definitions will apply:

1. "Displaced Employee": An active employee who must move from his/her assignment location because of a staffing imbalance resulting from layoff or because of a closure or both.

2. "Vacancy": Any position which the Employer seeks to fill. Original vacancies which were posted prior to the notice requirements indicated below shall not be considered vacancies for this purpose.

The following procedure shall be followed in the order indicated:

1. All employees in the assignment location from which employees will be displaced shall be provided written notice at least ten (10) calendar days prior to the date of the move. This written notice shall indicate available assignment locations. Employees shall only be offered positions which are on the same shift on which they are working at the time of notice. Within four (4) calendar days of receipt of the notice, employee(s) must indicate in writing their rank order of preference for some of the available assignment locations.

2. The Appointing Authority shall grant such requests in seniority preference order to qualified employees.

3. For employees who are not senior enough to receive one of their preferences and for whom movement across shift lines would be required, the following procedure will be used:

    a. These displaced employees will be ranked in seniority order by shift.

    b. An equivalent number of least senior employees by shift (on the same shift) will be identified.

c. The displaced employees will then be permitted to "bump" the least senior employees on their shift. Such employees must designate their preference regarding which position they wish to bump within four calendar days after being notified that they may bump on their shift. If they do not indicate a preference, the most senior will go to the most senior, etc. If the displaced employee is also one of the least senior on the shift, such employee cannot "bump".

d. Such bumped least senior employees will then be moved into the remaining vacant positions at the Employer's option.

Any reassignment, bumping or transfer in accordance with this Section shall not be considered a schedule change for the purpose of requiring the payment of premium pay.

At the time of notice to the affected employee(s), the Employer shall announce the closing as either temporary or permanent. If it is temporary, employees who are moved shall be returned to their former assignment locations when it is reopened.

When the Employer intends to phase down or partially close down an area, the employees within the assignment location(s) will be notified regarding the anticipated date of final closing once such date is known. If the date of final closure changes, employees in the assignment location will be notified of such change.

Any position from which an employee is involuntarily reassigned pursuant to this Section shall not be filled for a period of six months following the effective date of the reassignment unless such position has first been offered to the involuntarily reassigned employee and such employee has declined the offer.

In the event that there are more positions to be filled than there are displaced employees, the Employer shall select which vacancies need to be filled first and use only the number of positions equal to the number of displaced employees. Any positions remaining vacant after the application of this Section shall be considered original vacancies in accordance with this Article, Section C.

Section H. Involuntary Assignment.

Employees who have been transferred as the result of exercising their seniority rights in accordance with Section C. above shall not be involuntarily assigned for the six (6) month period following such seniority transfer. Such six (6) month protection shall not apply in the following cases:

1. If such employees are affected by a layoff, layoff reassignment or by a bump;
2. If the building, cottage, wing, ward or dorm in which such employees are working is closed either temporarily or permanently;
3. If they are among the least senior employees in an assignment location from which involuntary transfers are made.

If a permanent reassignment is on another shift, the Employer shall select the least senior qualified employee in the assignment location from which the reassignment will be made. This employee may elect either to be reassigned across shifts or to "bump" the least senior qualified employee from the affected shift who will then be reassigned across shifts.

If problem(s) arise in the application of this provision, an Agency Labor-Management meeting will be held without undue delay to attempt to resolve the problem(s). If problem(s) are not resolved at that meeting, a Department Labor-Management meeting will be held without undue delay to attempt to resolve the problem(s). Time limits for filing grievances will be tolled until after the above meetings have been held.

Section I. Return from Leave of Absence.

The Employer may remove an employee from his/her assignment after the employee has been on an approved leave of absence for more than ninety (90) calendar days, excluding leaves of absence related to any injury or illness compensable under the State's Workers' Compensation statute.

An employee who has been removed from his/her assignment pursuant to the above paragraph and who returns to employment from a

leave of absence of more than ninety (90) days may be temporarily assigned until a permanent assignment is made in accordance with this Article.

Section J. Information to the Union.

The Employer will notify the Union of all subsequent vacancies to which this Article applies on a biweekly basis. Vacancies included in such notification shall be filled promptly in accordance with this Agreement. Upon request, the Union shall be granted access to such records as vacancy transfer lists and all other information that may be necessary to fulfill its obligation to provide fair representation to members of this Unit.

Whenever the Employer determines to make a direct exchange reassignment pursuant to Subsections 1 through 4, Section D., above, every possible effort will be made to notify the Union prior to the exchange and inform the Local Union representative of the intended direct exchange reassignment. The Union may suggest a different direct exchange reassignment, including a different assignment location for the direct exchange reassignment. When necessary, relief assignment should be utilized for a twenty-four (24) hour period to give the Union an opportunity, if it desires, to discuss the impending reassignment with the affected employee(s).

Section K. Return from Seasonal Layoff.

In the Department of Education, the current practice shall continue. At the beginning of the school year, initial assignments shall be made in the following way:

1. All seasonal residential assignments (dormitories/ cottages) will be deemed open;

2. A master listing of residential work assignments will be made up by the Michigan Schools for the Deaf and Blind.

3. Each seasonal employee will be given the opportunity to review the master listing showing the number of open assignments in each assignment location.

4. Assignments shall be filled in order of seniority, based on the preferences of the employees.

5. Upon an employee's return from seasonal layoff, work assignments away from the residence/ cottage shall be made by the Department based upon the following factors:

   a. Qualifications (e.g., manual communication skills);
   b. Experience;
   c. Employee Preference.

Seniority shall be considered in making these work assignments and shall control among employees of substantially equal qualifications and experience. However, at the Michigan School for the Blind (Blind Department), the Employer may utilize RCA's in the education setting with those students they normally supervise in the residence/cottage.

Changes shall be taken up in secondary negotiations in the Department of Education.

Section L. Exercise of Rights Under this Article.

Full time employees will be able to exercise rights granted under this Article with regard to other full time employees only; part time employees will be able to exercise their rights under this Article with regard to other part time employees only. Permanent-intermittent employees will be able to exercise their rights under this Article with regard to other permanent-intermittent employees only. Seasonal employees will be able to exercise their rights under this Article with regard to other seasonal employees only.

However, permanent-intermittent or part time employees with status may place their name on the vacancy transfer list in accordance with established agency procedure for full time remaining vacancies. Such permanent-intermittent or part time employees whose names appear on this vacancy transfer list shall be offered the remaining vacancy in accordance with the language in Section C.3 above prior to offering the remaining vacancy to a new hire only. The provisions of this paragraph shall apply in all Departments with the exception of the

Family Independence Agency where the existing secondary agreement on cross employment type transfers shall apply.

Employees in limited term appointments and temporary employees shall not have any rights under this Article.

Section M. Effect of Transfer on Overtime.

Employees who exercise seniority transfer rights under this Article for positions shall not be entitled to overtime pay as a result of having their schedules changed with less than the notice required in Article 15, Section E. An employee who is selected for a position on the basis of seniority shall be provided at least four (4) calendar days notice if the transfer involves a change in shift or "R" days unless mutually agreed.

Section N. Right to Interagency Transfer.

At the time that an employee(s) receives their layoff notice at an Agency, an equivalent number of additional employees at the Agency may put their names on the Interagency Transfer List (Departmental recall list) in seniority order and shall therefore have the same transfer rights as provided in Article 13, Section H.

Section O. Transfer Out of Classification.

An employee may be transferred to another vacancy in a classification for which he/she qualifies at any work location or Agency within the Unit. To be eligible for such a transfer, an employee must have status in a classification at the same level, and must meet or exceed the requirements for the classification to which the transfer is to be made. Whenever an employee is transferred to a new classification, the employee shall be required to satisfactorily complete a new probationary period.

Section P. Transfer Expenses.

Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer, except as may be mutually agreed otherwise. In the case of reassignment, the

Employer may reimburse employees for moving expenses in accordance with Article 22, Section H.

If the employer conducts interviews related to this Article, at the employee's Agency or work location, an employee selected for interview shall be allowed necessary and reasonable time for such interview without loss of pay or benefits.

The provisions of this Article do not obligate the Employer to retrain, or to provide for retraining of, any employee in order to permit him/her to transfer under these provisions.

Section Q. Permanent-Intermittent Employees.

1. Permanent-intermittent employees shall not be used for the purpose of eroding permanent full-time employment.

2. Permanent-intermittent employees are entitled to all benefits in accordance with Article 16. Seniority is accrued in accordance with Article 12, based on hours worked.

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

4. The scheduling, furloughing, return from furlough, layoff and recall of permanent-intermittent employees shall continue in accordance with current departmental practices until negotiated otherwise in secondary negotiations. Any and all other issues arising out of the employment of permanent-intermittent employees shall be discussed in Labor-Management meetings.

5. Permanent-intermittent employees who have acquired status shall have transfer rights in accordance with Section L. above.

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

hours. The minimum call-in guarantee above two (2) hours shall be a subject of secondary negotiations.

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

8. Permanent-intermittent and part time employees who have worked two thousand eighty (2,080) hours or more in a fiscal year shall have the option of becoming permanent full time employees by notification to the Personnel Director of the Agency. In the Department of Education only, employees who are in pay status two thousand eighty (2,080) hours or more in a fiscal year shall have such option. If an employee elects to accept permanent full-time employment, their current position will be converted to full-time and be posted as an original vacancy. Such employee shall have bidding rights as specified in Article 14, Section C.

9. The Employer agrees to equalize offers of work to permanent-intermittent employees within the six month equalization period under Article 15, Section L.2.A.

ARTICLE 15

HOURS OF WORK AND OVERTIME

Section A. Work Period.

The work period is defined as ten (10) work days within the fourteen (14) consecutive calendar days which coincides with the current biweekly pay period.

Section B. Weekend Work.

The "manner of scheduling weekend work" means such matters as rotational schedules. Subject to the provisions of this Agreement the Employer may schedule employees to work additional hours on weekends. The manner of scheduling employees to work on weekends current on the effective date of the Agreement shall be maintained, except as follows: should operational needs or programmatic changes

occur which the employer deems to necessitate a change in current practices at an Agency, the Appointing Authority or designee will request a Labor-Management meeting under Article 10 above for the purpose of discussion of the proposed change. The Union may propose alternatives to the Agency proposal, which alternatives shall be reviewed and considered before implementing a change. The Employer shall notify the Union in writing of its decision to implement such a change. If the Union wishes to grieve the Employer's decision, the Union shall file such grievance at Step Three within fourteen (14) calendar days of receipt of the decision. Any change in current practice shall be subject to the grievance procedure, wherein the initial burden of proof shall be upon the Agency to demonstrate the justification for the change.

Should the Union desire to alter the current practice in this regard, the Local President shall request a Labor-Management meeting under Article 10 above for the purpose of discussion of the proposed change. Such proposal must be based upon operational needs and/or programmatic changes or the demonstrated needs of the employees, provided the proposed change has no substantial adverse impact on programs or operations. Changes based on the demonstrated needs of the employees may not be implemented more often than every twelve (12) months in any given portion of the work force.

In the event the Appointing Authority denies the Union proposal, such denial shall be subject to the grievance procedure, wherein the initial burden of proof shall be upon the Union to demonstrate justification for the proposed change.

Section C. Work Day.

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

Section D. Work Shift.

The work shift shall normally consist of eight (8) consecutive hours of work which may be interrupted by a meal period.

Section E. Work Schedules.

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotation. Schedules not maintained on a regular basis or fixed rotation shall be posted as far in advance as possible, but at least fourteen (14) calendar days prior to the beginning of the pay period to be worked.

Changes in scheduled shifts or in starting time on a scheduled shift may be made up to ninety-six (96) hours prior to the beginning of the pay period to be worked. Any other changes in scheduling may be made up to forty-eight (48) hours prior to the beginning of the pay period to be worked. Any changes in scheduling shall be confirmed in writing to the employee through direct memo only in accordance with the time limits stated above.

The work schedule of the employee shall not be altered solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1 1/2) times the employee's regular rate of pay. In the event two employees volunteer to change their work schedule the Appointing Authority or designee shall grant such request subject to operational considerations and such scheduling change shall be exempt from the one and one half time compensation required by this Section.

The provisions of this Section shall apply to all employees, including part-time but excluding permanent-intermittent. The subject of notifying permanent-intermittent employees of changes in their work schedule shall be an appropriate subject for secondary negotiations in all Departments.

Section F. Change of Shift.

In the event of an employer-initiated change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of two (2) shifts or their equivalent unless a scheduled day or days off intervenes between such shift change. Employees who work regularly scheduled swing shifts within a work period or who are on a regularly scheduled rotational schedule between shifts shall be exempt from the provisions of this Section.

Section G. Meal Periods.

In accordance with current practice, work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, unpaid meal period of not less than thirty (30) minutes. However, this shall not preclude work schedules which provide for a paid meal period. Those employees who receive an unpaid meal period, and are required to work at their work assignments and are not relieved for such meal periods shall have such time treated as hours worked for the purpose of computing overtime.

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

(A) Employed and assigned within the security perimeter of a correctional facility where departmental food service facilities are available; and

(B) Required to remain at the correctional facility for the full regular shift during the period provided for consuming the meal; and

(C) Entitled to receive full pay for the period during which the meal is to be consumed.

The provisions of, and length of, meal periods in accordance with practice current on the effective date of the Agreement shall be maintained, except as follows: should operational needs or programmatic changes occur which the Employer deems to necessitate a change in current practices at the Agency, the Appointing Authority or designee will request a Labor-Management meeting under Article 10 above for the purpose of discussion of the proposed change. The Union may propose alternatives to the Agency proposal, which alternative shall be reviewed and considered before implementing a change. The Employer shall notify the Union in writing of its decision to implement such change. If the Union wishes to grieve the Employer's decision, the Union shall file such grievance at Step Three of the grievance procedure within fourteen (14) calendar days of receipt of the decision. Any change in current practice shall be subject to the grievance procedure, wherein the initial burden of proof shall be upon the Agency to demonstrate the justification for the change.

Should the Union desire to alter the current practice in this regard, the Local President shall request a Labor-Management meeting under Article 10 above for the purpose of discussion of the proposed change. Such proposal must be based upon operational needs and/or programmatic changes or the demonstrated needs of the employees, provided the proposed change has no substantial adverse impact on programs or operations. Changes based on the demonstrated needs of the employees may not be implemented more often than every twelve (12) months in any given portion of the work force. In the event the Appointing Authority denies the Union proposal, such denial shall be subject to the grievance procedure, wherein the initial burden of proof shall be upon the Union to demonstrate justification for the proposed change.

Section H. Lounge and/or Eating Areas.

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

The Employer recognizes the desirability of providing an adequate lounge and/or eating area conveniently located and accessible to all employees. In those work locations that do not presently provide such accommodations, the Employer will make a reasonable attempt to provide space for this purpose. Space provided shall be separated from patients/residents and employees' normal work areas and accommodate all those employees who are scheduled to utilize the same at any given time.

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

Section I. Rest Periods.

There shall be two (2) rest periods of fifteen minutes each during each regular shift; one during the first half of the shifts and one during the second half of the shift. The Employer retains the right to schedule employees' rest periods and to shorten such periods to fulfill emergency operational needs. Current practices regarding breaks taken in the course of operational duties or on an irregular basis may be maintained.

Section J. No Guarantee or Limitation.

This Article shall not be construed as a guarantee or limitation of the number of hours per work day or work period.

Section K. Pyramiding.

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

Section L. Overtime Procedure.

1. **Definitions**

(A) **OVERTIME:**

In accordance with Fair Labor Standards Act, for Agency based employees in the Departments of Community Health, Corrections and Military and Veterans Affairs, overtime is time that an employee, including part-time and permanent-intermittent employees, is in pay status in excess of eight (8) hours in a day or eighty (80) hours in a biweekly pay period or for all consecutive hours in excess of eight (8) hours. For all other employees, overtime is time that an employee, including part-time and permanent-intermittent employees, is in pay status in excess of eight (8) hours in a day or in excess of forty (40) hours in a week or for all consecutive hours in excess of eight (8) hours. Employees who are authorized and do work in excess of the hours described above shall be paid at the rate of one-and-one-half (1-1/2) the employee's straight time base hourly rate or compensatory time in accordance with Section N. below.

For purposes of determining pay status, annual leave, sick leave, compensatory time, administrative leave, holiday pay, and military leave shall be treated as time worked.

(B) **SCHEDULED OVERTIME:**

Scheduled overtime work is defined as any overtime work which the Employer knows will be necessary forty-eight (48) hours or more in advance of the overtime work. However, all scheduled overtime shall

be offered no later than forty-eight (48) hours in advance.

(C) **NON-SCHEDULED OVERTIME:**
Work which the Employer needs to schedule less than forty-eight (48) hours in advance.

(D) **OVERTIME SUBDIVISION (OVERTIME EQUALIZATION UNIT):**
The definition of overtime subdivisions shall be an appropriate subject for secondary negotiations. Overtime subdivisions previously defined in secondary negotiations shall continue until or unless changed in further secondary negotiations.

(E) **OVERTIME BANK:**
(The provisions of this Subsection shall apply only in the Department of Community Health.)
An Overtime Bank is a group of employees, selected by inverse seniority, who will work involuntary overtime when required. Employees' names shall be added to or deleted from the bank as their status changes. The bank shall contain 20% of the total employees assigned to that overtime subdivision. Where 20% of the work force assigned to a given overtime subdivision and shift is less than seven (7) people, the bank for involuntary overtime shall be created from the entire work location and shift. In the event that the resulting bank is less than seven (7) people, the bank shall be created from the entire work location and all shifts. Current Agreements regarding overtime banks shall continue. Selection shall be from each unit classification. The particular duties to be performed on a specific occasion may require a specific classification within a classification series.

2. **Application.**
In the Family Independence Agency, overtime procedures shall be a proper subject for Department Labor-Management meetings.

The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and

consistent with the requirements of State employment, the public interest, and consistent with the terms of this Agreement.

Whenever and wherever possible, overtime shall be on a voluntary basis, and involuntary overtime shall be avoided.

Should incidental situations arise which cause the Employer to choose other than the appropriate employee in accordance with Sections (A) or (B) below, the Employer shall notify the Union, in writing, no later than three (3) calendar days after the choice.

Any employee who was not chosen for overtime shall be offered, on a one time basis, the next available overtime. Should the employee decline the offered overtime, no hours will be charged to the employee's total of overtime worked. The employee will be placed in the regular rotation on the overtime list, as if the employee had worked the overtime.

In situations involving overtime not in accordance with Sections (A) or (B) below that continue to occur on a regular basis, on the request of either party, the Employer shall meet with the Union at the Agency and reach agreement, addressing the situation as soon as practical, but no later than seven (7) calendar days while continuing to assign overtime in accordance with paragraphs 3 and 4 above. Should no agreement be reached at the Agency, the issue may be raised at the Department Labor-Management meeting.

(A) Voluntary Overtime

Scheduled and non-scheduled overtime work will be on a voluntary basis starting with the most senior employee who has indicated a willingness to work overtime in the overtime subdivision.

Voluntary overtime lists will be prepared by overtime subdivision. Voluntary overtime will be equalized by hours on a continuing basis within the several classifications in each overtime subdivision during each six (6) month period beginning with the fiscal year except in the Department of Education which shall be equalized in January and September of each year.

Lists showing fiscal year accumulation of overtime within each overtime subdivision during a preceding six month period shall be posted every six months.

Should an employee who has volunteered for overtime decline to work such overtime, the employee shall be credited with working the number of hours of overtime utilized for purposes of equalization only. If an employee is added to the list, the employee will be credited with the maximum number of hours of any employee on the list. Employees who refuse twice to work overtime in the four week period indicated below shall have their names removed from all lists for the remainder of the current four week period only.

Except in the Departments of Education and State Police, the following procedure shall apply:

Voluntary overtime sign up will be on a four week basis. Employees must give their written designations to the Appointing Authority or designee no later than 4:30 p.m. on the Wednesday prior to the effective date of the overtime lists. Employees signing the four week period lists shall indicate the following for working overtime:

(1) Shift(s) they are willing to work;

(2) Day(s) they are willing to work;

(3) Assignment location(s) they are willing to work.

A copy of these lists will be made available to the Local Union upon request.

The manner of offering voluntary overtime shall be discussed at the first Agency Labor-Management meeting after the effective date of this Agreement. If no Agreement is reached, either the Local Union or the Agency may place this on the agenda for the next regularly scheduled Department Labor-Management

meeting. If no new Agreement is reached, mutually accepted Agreements now utilized shall remain. If no Agreement has been reached current contract language shall continue. The parties may alter the size of the overtime bank upon mutual agreement at any time during the life of this Agreement. All Agreements reached under this Section shall be reduced to writing and signed by both parties. Voluntary overtime shall be offered in the manner and order listed below:

(1) Volunteers shall be sought from the list(s) of the available on duty employees within the classification from the voluntary overtime list(s).

(2) If no volunteer from the list is obtained, voluntary overtime shall be opened to all available, on duty employees within the classification being sought.

(3) If no volunteers are obtained, voluntary overtime shall be offered to other qualified employees within the Bargaining Unit, for example, a DSA, PTA, ATA, or LPN may be used to work in an RCA position provided they have prior experience, as an RCA. However, if an RCA volunteers, the RCA shall be given the overtime over the other qualified employees.

(4) If no on duty volunteers are obtained, the Call List shall be used. The Call List consists of those employees on the four week overtime list who have indicated a willingness to be called at home for voluntary overtime. Mandatory overtime may be used until available employees are obtained from the Call List.

In the Departments of Education and State Police, current practice of assigning voluntary overtime shall remain in effect.

In the Family Independence Agency, employees who have been disciplined for tardiness and/or absenteeism shall be removed from the voluntary

overtime availability list for a period of ninety (90) days from the date of such discipline. At the end of the ninety (90) day period such employee will be credited with the highest number of overtime hours offered to any one employee in the overtime subdivision, only if the employee has not been disciplined for tardiness and/or absenteeism during such ninety (90) day period.

If it is determined that an employee did not receive overtime work for which the employee was eligible under the provisions of this Section, the employee shall receive preference for future overtime work until such situation is corrected. Any employee who has been bypassed for overtime shall be offered, on a one time basis, the next available overtime. Should the employee decline the offered overtime, no hours will be charged the employee's total of overtime worked. The employee will be placed in the regular rotation on the overtime list, as if the employee had worked the overtime.

(B) Involuntary Overtime

(1) In the Department of Community Health, if not successful, supervisors will then go to the overtime bank and assign the overtime on an involuntary basis. Involuntary overtime shall be on a rotation basis within the overtime bank, starting with the least senior employee.

In the other Departments, secondary agreements shall continue in full force and effect unless changed in further secondary negotiations.

In all Departments, employees required to work involuntary overtime shall be notified of same as soon as possible, but not later than thirty (30) minutes prior to the start of the overtime assignment before involuntary overtime can be required provided that the Appointing Authority has received not less than sixty (60) minutes notice from employees

indicating that they will not be able to work their regularly scheduled assigned shift. The Local Union President or designee shall be able to review, upon request, the Employer's records on employee call-ins.

In the Department of Community Health, in the event that incidents of involuntary overtime (excluding holidays) approximate or exceed five (5%) percent of the total work force within classification grouping within any biweekly work period, the parties shall, within the following biweekly work period, upon the request of either party, hold a special Agency Labor-Management meeting to explore the causes of this situation and attempt to agree upon remedies to correct the situation. Should the problem become recurring or should similar situations exist at more than one work location, the parties shall upon the request of either party, address the matter in a special Department Labor-Management meeting to be held as expeditiously as possible.

(2) In emergency situations (such as concerted employee activity, snowstorms, tornadoes, major utility breakdowns, or similar situations) where volunteers are not available, the Employer may assign involuntary overtime as needed. The Employer shall notify the Union immediately of the emergency condition, and the expected duration of the condition.

In those cases where an employee does not call in and fails to appear for a scheduled shift, the Employer may, without notifying the Union, assign involuntary overtime until a volunteer can be found. If an overtime bank has been established, the Employer shall use such bank. If no overtime bank has been established, the Employer shall use the least senior employee in the classification at the assignment location on the previous shift.

If the Employer assigns involuntary overtime and an employee has personal reasons for not working such overtime and finds a qualified volunteer to fill in for him/her the Employer shall use such volunteer.

No more than once each three (3) months an employee subject to mandatory overtime may request an exemption for personal reasons. When this occurs the next person in line for mandatory service shall take the assignment.

The issue of mandatory overtime coverage for educational release shall be a proper subject for Agency Labor-Management meetings. Employees who are attending school in accordance with the guidelines established for the use of the Education and Resource Fund, whether they are receiving tuition reimbursement or not, may be excused from mandatory overtime in order to attend class(es) in accordance with this paragraph. If the Agency receives written request from an employee to be excused from mandatory overtime, the Agency will meet with local Union officials to try to work out an agreement to excuse the individual. Agreements must be in writing and signed by both parties. While it may not be possible to excuse all those who request, all reasonable efforts shall be made by both parties to accommodate employees to encourage them to pursue their education. If the issue cannot be mutually agreed to, the provisions of Article 15, Section L. shall be applied.

(C) Payment of Overtime

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

(D) Call-Back Pay

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

Section M. Flexible Hours.

Nothing in this Article shall be construed to limit the Employer in establishing, modifying or abolishing such voluntary flextime systems of scheduling as are consistent with program needs of the Employer and which do not violate terms of this Agreement. Plans proposed by the Employer for consideration by employees shall be provided to the Union prior to being presented to the affected employees and shall be presented to the affected employees for consideration only upon agreement by the Union. If any plans proposed would result in layoff of a permanent employee, such plan will be negotiable. Overtime rates shall apply to all hours in excess of eighty (80) in a work period and to all hours in excess of ten (10) worked outside the regular daily flextime schedule.

Should flexible hours be agreed to, compensation for holidays shall be paid in accordance with Article 16, Section E. Administration of Holidays and Leave Benefits.

It is agreed that the issue of flexible hours shall be a proper subject of discussion for Agency Labor-Management meetings at the Union's request.

Section N. Compensatory Time.

Employees may choose either to receive cash payment or with departmental approval compensatory time for holiday hours worked in excess of eighty (80) in a pay period. Employees may accumulate up to a maximum of eighty (80) hours of such compensatory time.

Employees who wish to use such compensatory time may do so only with prior approval of their supervisor.

Such compensatory time must be utilized before the employee can use annual leave except where an employee at the applicable Annual Leave "cap" would thereby lose annual leave. Departmental practices in the administration of compensatory time shall continue unless altered in secondary negotiations.

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

In the Department of Education, the provisions of this Section shall be negotiated in secondary negotiations at the request of either party.

At the employee's option, the employee may be paid for compensatory time credits which have been unused. The employee must notify the agency in writing for the number of hours for which he/she wishes payment no later than November 15 of each year. Payment for such unused compensatory time shall be made in the first full pay period in December. Employees may not designate more hours for payment than they have accrued as of November 15th of each year.

ARTICLE 16

ADMINISTRATION OF HOLIDAYS AND LEAVE BENEFITS

Section A. Sick Leave Application.

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

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

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

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

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

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

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

2. All sick leave used shall be certified by the employee and verified by such other evidence as required by the Employer. Falsification of such evidence shall be cause for discipline up to and including dismissal. When the Employer has reasonable grounds for doing so, the Employer may require the employee to provide acceptable verification.

In the Department of Corrections, the existing secondary Agreement shall remain in effect unless altered by further secondary negotiations.

Proper medical verification shall consist of a written statement from the employee's physician indicating the date seen by the physician,

verifying the illness or injury of the employee or immediate family, the specific diagnosis and prognosis of the employee and the employee's ability to return to normal duties, any limitations, or needed accommodations and their duration, and the date of such return.

Such records are, by their very nature, confidential and such confidentiality must be preserved and protected. Where the employee claims that such verification might compromise the confidential nature of the illness or disability, the employee may submit such verification directly to the Agency Personnel Officer in the Department of Community Health; the Facility Director in the Family Independence Agency and Department of Military and Veterans Affairs; the Agency Superintendent in the Department of Education; the Appointing Authority or designee in the Departments of Corrections, Natural Resources, and Jobs Commission; the Commanding Officer of the Personnel Division in the Department of State Police.

Section B. Annual Leave Application and Scheduling.

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

Consistent with the operational needs of the Employer, annual leave may be granted at such times during the year as requested by the employee, in the order received. Operational needs shall include (among other things) vacation schedules as provided below.

Vacation is defined as a period of four (4) or more consecutive work days of annual leave. Requests for vacation commencing on or between April 1 through September 30 may be made on or between the preceding January 1 through January 31; requests for vacations commencing on or between October 1 through March 31 may be made on or between the preceding July 1 through July 31.

Consistent with the operational needs of the Employer, such requests for vacation shall be honored in accordance with the employee's seniority. Alternative annual leave and vacation scheduling

procedures may be discussed at the Agency level. Agreements reached shall be reduced to writing and signed by the Local Union President and Appointing Authority. When a holiday falls during an employee's scheduled vacation, such holiday shall not be charged against the employee's vacation time.

Approval of seniority vacations may not be unreasonably withdrawn by supervision; however, an employee may withdraw a request for seniority vacation not later than the Monday prior to the start of the pay period during which the vacation would occur. Employees who request a vacation during the "window period" shall be notified of its approval or disapproval as follows:

April vacations ------------------------------ not later than February 15
May 1 through September 30------------ not later than February 28
October vacations ---------------------------- not later than August 15
November 1 through March 31 ------------- not later than August 31

Vacations requested outside the window periods shall be acted upon and the employee notified within seven (7) calendar days of the request, and in no case less than two (2) days prior to the effective date and time of the leave requested providing the time has been requested more than two (2) days in advance. Employees are encouraged to make requests twenty-one (21) days in advance of the time requested.

Incidental annual leave requests of less than four (4) days made outside the window periods shall be acted upon and the employee notified within forty-eight (48) hours of the request. Incidental requests made less than forty-eight (48) hours in advance shall be acted upon as soon as possible.

In the event a vacation request begins with one six-month period and ends within the following six-month period, such request may be made during the earlier window period, and shall be treated as a vacation occurring entirely within the earlier six-month period.

Employees may make up to two requests during the same window period, indicating order of preference among requests. However, an employee shall not be entitled to more than one (1) seniority vacation during each specified six-month period.

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

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

Methods for scheduling annual leave for employees who are approaching the maximum hour limit (the total of hours in the employee's annual and personal leave counter) may be discussed and agreed to at Agency Labor-Management meetings. Agreements reached shall be reduced to writing. For those employees approaching the maximum hour limit, annual leave requests of up to sixteen (16) hours shall be approved providing such requests have been made no later than the Tuesday prior to the start of the pay period involved. Annual leave requests under this paragraph shall be granted in eight (8) hour segments. Consistent with operational needs of the Employer, requests for annual leave in excess of sixteen (16) hours may be granted. In the Department of Community Health, the subject of scheduling annual leave for employees who are approaching the maximum hour limit, shall be a proper subject of secondary negotiations in up to six (6) work locations, provided the subject has been previously discussed in labor-management meetings prior to October 18, 1996.

Employees may request and be granted vacation outside the window period on a "first-come/first-serve" basis without regard to seniority, provided the time requested is available for vacation purposes in line with operational needs.

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

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

excuse an absence where there are reasonable grounds for doing so or if the employee fails to provide verification.

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

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

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

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

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

The parties further agree that, should difficulties arise in the application of the above paragraph, a Department Labor-Management meeting will be held to address the problems. Until such meeting is

held, the Union agrees not to file grievances on the matter. In the event that the problem cannot be resolved at such meeting, time limits for filing of grievances shall be tolled until after the meeting has been held.

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

Section C. Unexcused Absences.

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

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

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

Any approved absence from work shall not serve to circumvent the provisions of this Section. This time away from work shall be bridged in the calculation of the reference periods. Lost time is not, in and of itself, discipline. Situations where the application of this Section

results in an undue hardship on the employee may be appealed directly to Step Two of the grievance procedure.

Section D. Holiday Notice.

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

Section E. Designated Holidays.

On the following holidays, permanent full-time employees shall be allowed eight (8) hours paid absence from work, and other-than-full-time employees shall be allowed paid absence from work in accordance with Article 14, Section Q:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Thanksgiving Friday (Day after Thanksgiving)
Christmas Eve Day (December 24)
Christmas Day (December 25)
New Year's Eve Day (December 31)

Section F. Holiday Scheduling.

1. Monday through Friday employees: Should a holiday fall on Saturday, Friday shall be considered as the holiday and should a holiday fall on Sunday, Monday shall be considered as the holiday. In the Department of Education where holidays normally observed on a Monday have been scheduled on the preceding Sunday such practice may continue. Substitute scheduling of holidays may also continue in Departments presently following this practice. In the Family Independence Agency, for employees who work a fixed schedule other than a Monday through Friday fixed schedule, should the holiday fall on the employee's regularly scheduled first day off, during the week in which the holiday falls,

then, the preceding regularly scheduled work day shall be considered the holiday. Should the holiday fall on the employee's second regularly scheduled day off during the week that the holiday falls, then, the next regularly scheduled work day shall be considered the holiday.

2. Seven-day rotational schedule employees: The holiday shall be observed on the date of occurrence.

3. Current practices regarding rescheduling of R-days which fall on holidays shall be maintained. The issue of rescheduling R-days which fall on holidays shall be discussed at Department Labor-Management meetings in the Department of Corrections and the Family Independence Agency at the request of either party.

   In those Agencies which reschedule R-days, employees may be allowed to trade rescheduled R-days, subject to supervisory approval.

Section G. Eligibility.

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

1. The last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday when both days fall within the same biweekly work period; or

2. The last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or

3. The first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period. If a holiday occurs or is observed on the first scheduled work day of a new employee's initial biweekly work period, such employee shall not qualify for paid holiday absence for that day.

4. An employee shall not be eligible for both holiday absence pay and any other form of paid leave on a contractual holiday.

Section H. Work on a Holiday.

Employees required to work on a holiday shall have such day treated as a regular work day. Employees who are in pay status for more than eighty (80) or forty (40) hours (depending on their base for overtime payment) in a pay period as a result of working such holiday shall have the time in excess of eighty (80) or forty (40) hours in a pay period treated as regular overtime work. Employees may choose either to receive cash payment or, with Departmental approval, compensatory time for such hours worked in excess of eighty (80) or forty (40) in a pay period in accordance with Article 15 (Hours of Work), Section N.

Section I. Bereavement Leave.

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

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of someone other than those listed in Article 16.A.1.c. above. Such time shall be covered by accrued sick leave, comp time and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of one occurrence of one day per year if requested.

Section J. Leave Forms.

It is agreed that the issue of a standard leave form may be discussed by either party in the Statewide Labor-Management Council within sixty (60) days of ratification.

ARTICLE 17

LEAVES OF ABSENCE

Section A. Eligibility.

Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the successful completion of their probationary period or as otherwise provided in this Article.

Section B. Request Procedure.

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

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

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

Section C. Approval.

Except as otherwise provided in this Agreement, employees may be granted a leave of absence without pay for a period up to six (6) months. The Appointing Authority shall consider its operational needs, the employee's length of service, performance record and leave of absence history in reviewing requests for a leave of absence. Appointing Authority determinations under this Section shall not be arbitrary, discriminatory or capricious. Only under bona fide mitigating circumstances may a leave of absence be extended beyond six (6) months.

Except as otherwise provided in this Agreement, an employee may elect to carry a balance of annual leave not to exceed one hundred

sixty (160) hours during a leave of absence. Such leave balances shall be made available to the employee upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

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

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

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

Employees granted a leave of absence under this provision shall not have return rights upon expiration of the leave and shall be so advised before going on the leave, however, upon written request, they

shall be entitled to have their name placed on the Departmental recall list in accordance with Article 13 provided such request is made within two (2) years of the commencement of the leave. Employees recalled under this provision shall not have such time treated as a break in service.

A. New Careers Educational Leave

Employees at downsizing agencies in the Department of Community Health shall be entitled to up to a two (2) year educational leave of absence which may or may not be directly related to an employable classification in the employee's Department. Employees granted a leave of absence under this provision shall not have return rights upon expiration of the leave and shall be so advised before going on the leave. However, upon written request, they shall be entitled to have their name placed on the Department and Statewide recall lists in accordance with Article 13 provided such request is made within two (2) years of the commencement of the leave. Employees recalled under this provision shall not have such time treated as a break in service.

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

2. **Medical Leaves of Absence.**

Upon depletion of accrued sick leave credits, an employee upon request shall be granted a leave of absence for personal illness, injury or temporary disability necessitating his/her absence from work if that employee is in satisfactory employment status. This guarantee shall only apply when the employee has had less than six (6) months medical leave of absence within

the preceding five (5) years. An employee whose leaves including any extensions totals less than six (6) months during the five (5) year period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months within such five (5) year period. In all other cases an employee may be granted such leave for the above reasons. Such leave may be granted for a period of up to six (6) months upon providing required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date. The Employer shall not count paid leave time toward any medical leave of absence entitlement.

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

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

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

Such records are, by their very nature, confidential and such confidentiality must be preserved

and protected. Where the employee claims that such verification might compromise the confidential nature of the illness or disability, the employee may submit such verification directly to the Appointing Authority.

Employees who, after providing the information as required by this Article, are subsequently denied a medical leave of absence, shall upon providing medical certification of the employee's ability to return to perform the essential functions of the job, be entitled upon request to have their name placed on all applicable recall lists, provided that such medical certification is presented within two (2) years of the date of the denial. Employees recalled under this provision shall not have such time treated as a break in service.

3. **Military Leave.**

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Civil Service Commission Rules and the applicable federal statutes.

A. **Temporary Military Leave of Absence.**

Any employee occupying a classified position by appointment of unlimited duration and who is a member of a reserve component of the armed forces of the United States shall be entitled to a temporary military leave of absence when ordered, whether voluntarily or involuntarily, to active duty training or inactive duty training. A temporary military leave of absence for active duty training shall be with pay equivalent to the difference between the employee's military pay and the regular state salary for each day of absence from scheduled state employment, if the military pay is less for those same days. Such leave shall not exceed fifteen calendar days of absence from scheduled employment in any calendar year. Continuous state service shall be allowed for the period of temporary military leave of absence. An employee in full pay status shall be entitled to holiday pay for a designated holiday which occurs or is observed

during the period of temporary military leave of absence. Military pay earned on a holiday shall not be considered in determining the amount of state salary for the holiday.

B. Emergency Military Leave of Absence.

Any employee occupying a classified position by appointment of unlimited duration and who is a member of a reserve component of the armed forces and is ordered to perform state emergency duty, by compulsory call of the Governor or the President, shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employee's military pay and the regular state salary for each day of absence from scheduled state employment, if the military pay is less for those same days, but shall not exceed thirty consecutive calendar days. Holiday pay shall be handled as prescribed in Section C.3a. above. Should the period of state emergency duty exceed thirty consecutive calendar days, the employee may elect to be placed on regular military leave of absence without pay, or utilize annual leave or compensatory time accruals for the remainder of the duty period. Upon release from state emergency duty the employee shall be restored immediately to the position formerly occupied. Continuous state service credit shall be allowed for the period of emergency military leave of absence. State service credit shall be allowed for the period of military leave of absence without pay upon return to that position.

4. **Parental Leave.**

Upon written request an employee shall, after the birth of his/her child, or adoption of a child, be granted a parental leave for up to six (6) months. Parental leave shall commence immediately following the mother's medical leave or upon adoption of a child. Parental leave for males shall commence no later than six weeks following delivery, or upon adoption of a child. In those

instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. The Employer may grant an extension of such leave upon the request of the employee, based on operational needs of the Employer. The Employer shall consider requests for annual leave immediately prior or subsequent to maternity/paternity leaves in the same manner as requests for annual leave at other times. Parental leaves shall not count toward the six (6) month medical leave under Section C.2 above.

5. **Family and Medical Leave Act.**

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

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

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

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

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

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

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

(c.) Use of Leave Credits/Employer Initiated:
If leave usage qualifies under the FMLA, the employer will have the option to utilize the employees leave credits as follows:
Family Medical Leave - Sick leave to no less than eighty (80) hours balance.

(d.) Reduced or Intermittent Schedule

Employees who are on a reduced FMLA work schedule or FMLA intermittent work schedule, shall have such time deducted from their twelve week entitlement in a twelve month period on a per hour basis except for part time and permanent-intermittent employees whose time shall be pro-rated. Reduced or intermittent schedules may be taken for FMLA parental leave only with the approval of the Employer. The Employer may temporarily reassign (not to exceed the twelve week entitlement) an employee requesting an FMLA intermittent or FMLA reduced work schedule by placing the employee in a vacant bargaining unit position. It is understood and agreed that the placement of employees in such positions shall not cause the displacement or replacement of Bargaining Unit members. When employees are temporarily reassigned in accordance with this Section, the Local Union will be notified, in writing, by the Agency Personnel Director prior to the assignment being made. Such notice shall contain the name of the employee and the position to which the employee is being temporarily assigned, as well as the employee's work schedule and shift hours.

(e.) Insurances

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

(f.) Return from FMLA Medical Leave
Prior to returning to work from a FMLA medical leave of absence, the employee may be required to present a fitness for duty medical certification.

Section D. Waived Rights Leave of Absence.

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

Employees who wish to take an educational leave of absence when such education is not directly related to an employable classification in the employee's Department may request a waived rights leave of absence for this purpose. Consistent with operational needs, such leave shall be granted for not more than three (3) years. Employees who complete a course of study which may make them eligible for employment in a different field of employment shall be given assistance by the Employer in getting their names on Civil Service registers for classifications for which they are eligible.

Section E. Jury and Witness Duty.

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

Employees so released may elect one of the following arrangements:

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

An employee shall, upon being notified of jury duty, give notice to his/her Agency personnel office. During jury duty, the employee's schedule shall be adjusted to approximate as nearly as possible the court schedule; i.e., day shift, Monday through Friday. In those cases where an employee receives administrative leave, such leave shall not include shift differential.

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

Section F. Return From Leave of Absence.

An employee returning from an approved leave of absence of ninety (90) calendar days or less will be restored to his/her previous permanent assignment. An employee returning from an approved leave of absence of more than ninety (90) calendar days may be temporarily assigned until a permanent assignment is made in accordance with Article 14, Assignment and Transfer. In accordance with the provisions of this Agreement, the Employer shall make a good faith effort to place the employee back in their assignment and position they held prior to their leave of absence. Employees who request an earlier return to work prior to the expiration of an approved leave of absence may return only with the approval of the Appointing Authority and will be temporarily assigned until a permanent assignment is made in accordance with Article 14, Assignment and Transfer.

Section G. Layoff.

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

Section H. Voluntary Personal Leave.

In recognition of the unusual circumstances existing in this Bargaining Unit, employees shall be entitled to one voluntary personal leave of absence for a period of six (6) months under the following conditions: (1) if there is an Agency, Department or Statewide temporary recall list for such employee's class and level and (2) if an employee on such recall list is willing to accept the six (6) month appointment.

Employees who are recalled to such six (6) month appointment shall not be entitled to exercise any rights under the Assignment and Transfer Article for such period of time. Such six (6) month appointment shall be considered a limited term appointment. The acceptance or rejection of such six (6) month appointment shall not affect the employee's rights to permanent recall. Upon mutual agreement only, the employee who has taken a voluntary personal leave of absence may return prior to the expiration of such leave.

Section I. Standard Form.

The Employer agrees to develop a standard form which employees will use to request an unpaid leave of absence. This will be a carbon pack form so employees will be able to retain a copy. Once this form is developed, it will be available in Personnel Offices for use by employees. In those agencies/work locations where a form is already in use, existing forms will be used until the supply is exhausted.

Section J. Seniority Accumulations During Leaves of Absence.

An employee shall continue to accumulate Bargaining Unit seniority not to exceed six (6) years at his/her class/level during the following type of leaves:

1) medical;
2) military;
3) parental;
4) FMLA unpaid leave of absence not covered in 1 through 3 above.

ARTICLE 18

PERSONNEL FILES

Section A. General.

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

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

Section B. Access.

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

the file at a mutually agreed time at the central personnel office. Upon request, the Employer shall make copies of documents in a personnel file and furnish such copies to the employee.

Section C. Employee Notification.

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

If an employee disagrees with information contained in the personnel file, removal or correction of the information may be mutually agreed upon by the Agency Personnel Officer and the employee. If such an agreement can not be reached, the employee may grieve and/or submit a written statement explaining his/her position which will become a part of the file for the same period of time as the disputed material.

Section D. Non-Job Related Information.

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

Section E. Time Limits.

Except for records relating to disciplinary action for substantiated abuse or neglect of residents or recipients, records of disciplinary actions/interim service ratings shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken or the rating issued, provided that no new disciplinary action/interim service rating has occurred during such twenty-four (24) month period. Written reprimand/counseling memoranda shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimand/counseling memoranda has been issued during such twelve (12) month period. The provisions of this Section shall not be construed to mean that the Employer must remove such records at the expiration of the time limits mentioned above. Records

which have become "dated" shall not be used for anything. Nothing in this Section is intended to preclude the use of records, even if "dated", as a defense in Civil Rights litigation. Such records shall be removed at the written request of the employee or at the time the Personnel Officer becomes aware that such "dated" records are still in an employee's file. These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices as defined in the Employee Relations Policy and Regulations.

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

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

Section F. PPS/PPRISM.

The parties intend that disciplinary actions which are expunged in accordance with Article 18, shall be expunged from the computerized employee history record (PPS/PPRISM systems). However, the parties acknowledge the benefit of maintaining a seniority record which accurately reflects the actual hours worked by the employee. Therefore, where a disciplinary record is to be expunged, but the employee is not contractually entitled to be credited with service hours for the period of the disciplinary action, the Employer may enter a comment in the employee history record (PPS/PPRISM system) which note the appropriate adjustment of the employee's hours for purposes of seniority.

ARTICLE 19

MISCELLANEOUS

Section A. Wage Assignments and Garnishments.

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

Section B. Affirmative Action.

The parties support State and Federal statutes on Affirmative Action and non-discriminatory employment practices. The Union has the right to representation on all Departmental and/or Agency Affirmative Action Committees. Where an Agency Affirmative Action Committee exists, the Agency shall continue this committee.

The Union shall be entitled to designate one (1) representative and may designate one (1) alternate to serve in the absence of the designated representative.

For each committee, the designated Union representative shall be allowed time off with pay to attend committee meetings scheduled during his/her working hours. For purposes of pay only, properly designated Union representatives or alternates serving on these committees shall be permitted an equivalent amount of time off from their upcoming or previous shifts in accordance with Article 8, Section B.

In the event such a committee votes on a matter, the Union's vote shall be weighted in proportion to the number of employees in this Unit when such a vote addresses the concerns of exclusively represented employees in the Departments of Community Health, Education, Family Independence Agency, Corrections and Military and Veterans Affairs.

Section C. Rehabilitation.

In accordance with the principles of the State Employee Services Program, the Employer shall advise employees relative to

counseling and other reasonable or appropriate rehabilitation services available to employees where necessary. Use of such services by employees and records thereof shall be maintained with strict confidentiality.

Section D. Notice of Examination.

The Employer agrees to post or make available notices of examinations for all classifications and supply at least one copy of such notices to the Union.

Section E. Training.

Policies, work rules and regulations concerning conduct and performance shall be available to employees. The Employer shall make every reasonable effort to provide training, review, and the furnishing of necessary copies of such information to employees to enable them to effectively deal with circumstances normally met on the job. In furnishing information to employees, handbooks, summaries and other suitable formats may be used. Suggestions by employees for the Union relative to training shall be a proper subject for Labor-Management meetings. Where space and operational considerations permit, a regular practice area will be arranged for staff to maintain approved techniques. The use and location of such area will be an appropriate subject for discussion at Agency Labor-Management meetings.

Section F. Training Required For Reallocation.

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

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

Section G. Printing Agreement.

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

Section H. Effect of Civil Service Commission Rules.

The parties recognize that, except as otherwise provided in this Agreement, they are subject to the Rules (including Civil Service policy, rules and regulations governing prohibited subjects of bargaining) of the Michigan Civil Service Commission in effect at the time of tentative full contract agreement between the Office of the State Employer and Council #25. The parties therefore adopt and incorporate herein such Rules provided that the subject matter of such Rules is not covered in the Agreement. The parties also adopt and incorporate herein the portions of the Compensation Plan which indicate pay codes, pay ranges, and step increases for employees, and longevity schedule.

With the exception of Civil Service policy, rules and regulations governing prohibited subjects of bargaining, if the subject matter of any such Rule is addressed in this Agreement, the provisions of this Agreement shall govern.

With the exception of Civil Service policy, rules and regulations governing prohibited subjects of bargaining, where any provision of this Agreement is in conflict with any current Commission Rule, the parties will regard Commission ratification of this Agreement as an expression of policy by the Commission that the parties are to be governed by the provisions of this Agreement. If required by the Commission to do so, the parties agree to jointly petition the Commission to amend the application of any Rule which it determines to be in conflict with the application of the provisions of this Agreement. Upon approval of the parties' petition, if any, by the Commission, the parties will be governed by the provisions of this Agreement. In the event the Commission denies the parties' petition, the Rule(s) shall govern.

Section I. Savings Clause.

Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, including the Michigan Civil Service Commission, such invalidation or such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree that if such part or provision is invalidated, they will meet as expeditiously as possible to determine what effect, if any, such invalidation has on the terms and conditions of employment in this Unit which are the subject of this Agreement and to arrive at a mutually satisfactory replacement for such part or provision.

Section J. Secondary Negotiations and Agreements.

The parties hereby agree to extend the life of secondary Agreements until such time as new secondary Agreements have been negotiated and ratified. It is further agreed that no provisions of any secondary Agreements shall supersede or conflict with any provisions of the primary Agreement and that no secondary Agreement shall become effective until and unless it has been reviewed and approved by the Office of the State Employer and Council 25. In those Departments where no secondary Agreement has been reached, nothing in this Section is intended to preclude secondary negotiations.

In the Department of Community Health the current practice of local secondary negotiations shall continue. Such negotiations shall commence not later than sixty (60) calendar days after Civil Service approval of the primary Agreement and shall continue for up to sixty (60) calendar days. The parties may agree to an extension of up to sixty calendar days. Should the parties be unable to reach agreement, a representative from the Department's Central Office and Council 25 shall assist the parties in resolving the outstanding issues within the above stated time frame. Any remaining issues shall be submitted to impasse as indicated below.

The parties shall meet to negotiate Departmental secondary Agreements no later than sixty (60) calendar days after Civil Service Commission approval of this primary Agreement. These negotiations shall continue, with regular meetings as mutually agreed, for no longer than sixty calendar days and may include mediation as agreed to by the parties, or required by the Employee Relations Policy. Should the

parties fail to reach agreement at secondary negotiations, the outstanding items may be submitted to impasse in a manner similar to Section 6-9 of the Employee Relations Policy. Items not delegated to secondary negotiations shall be removed from any existing secondary Agreements.

Section K. Non-Discrimination.

The Employer agrees to a policy against all forms of illegal discrimination.

The Union agrees to continue its policy to admit all persons otherwise eligible to membership and to represent all members without regard to sex, age, physical or mental handicap, race, national origin, religion, or political partisanship.

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

Section L. Continuing Benefits.

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

Section M. Uniform Allowance.

In the Departments of Corrections, Military and Veterans Affairs, and Family Independence Agency, for those employees required to wear a uniform, the provision, amount, and administration of a uniform allowance shall be a proper subject for secondary negotiations.

Section N. Overpayment.

In the event that an employee is overpaid or insufficient deduction for fringe benefits, Union dues, taxes or other mandatory deductions is made, the liability of the employee shall not exceed six (6) months prior to the date of notification from the Appointing Authority. The employee shall be afforded a period for repayment equal to the

period of liability not to exceed six (6) months. Overpayments of $1,500.00 or more may be repaid over a period of twelve (12) months, at the employee's discretion.

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

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

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

Section O. Sexual Harassment.

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

For the purposes of this Article, sexual harassment is unwanted conduct of a sexual nature which adversely affects another person's conditions of employment and/or employment environment. Such harassment includes, but is not to limited to;

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

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

C. Conduct of a sexual nature that is accompanied by a threat, either expressed or implied, that continued

employment, wages, advancement, tenure, assignment of duties, work shift, or other employment conditions may be adversely affected.

Section P. Polygraph Examinations.

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

Section Q. Legal Services.

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

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

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

ARTICLE 20

DEFINITIONS

Section A. Work Location.

Work location shall be defined as all the premises of a Department in a county, except that each of the following shall be considered a separate work location unless otherwise agreed to by the parties in secondary Department negotiations in the Department of Corrections only:

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

2. A building or group of buildings which constitute a facility in the Departments of State Police, Corrections, Family Independence Agency, Military and Veterans Affairs, and Community Health. Except that:

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

3. In the Department of Education the Michigan Schools for the Deaf and Blind shall be considered two (2) separate work locations: (a) The School for the Blind (Blind Department) and (b) The School for the Deaf (Deaf Department).

Section B. Probationary Employee.

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

Section C. Employee.

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

Section D. Local Union Representatives.

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

Section E. Union Staff Representatives.

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

ARTICLE 21

NO STRIKE - NO LOCKOUT

Section A. No Strike.

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

1. The Union agrees that neither it, its officers, agents, representatives nor members, individually or collectively, will authorize, instigate, condone, or take part in any strike, work stoppage, sit down, sit-in, slowdown or other concerted interruption of operations of services by employees (including purported mass resignations or sick calls) and employees will maintain the full and proper performance of duties in the event of a strike.

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

Section B. No Lockout.

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

ARTICLE 22

COMPENSATION AND BENEFITS

Section A. Across the Board Increase.

1. Incentive Increase:

   a. Fiscal Year 1996-97: Effective October 1, 1996, the base hourly rate in effect on September 30, 1996 for each step in the Institutional Unit pay ranges shall be increased by three percent (3%).

b. Fiscal Year 1997-98: On October 1, 1997, each hourly rate shall be increased by $.29 per hour, and then by one percent (1%).

c. Fiscal Year 1998-99: On October 1, 1998, each hourly rate shall be increased by three percent (3%).

2. One Time Cash Payments

a. Fiscal Year 1996-97:

1). At the end of the first full pay period in October 1996, each full time employee who is on the payroll as of October 2, 1996 and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 1995, shall be paid a one time cash payment of $600.00 which shall not be rolled into the base wage. For a full time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 1995, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 1995, and two thousand eighty (2080) hours, times $600.00.

2). At the end of the first full pay period in October 1996, or the first subsequent pay period in Fiscal Year 1996-97 for which the employee receives a paycheck, each permanent-intermittent employee, part time employee, employee recalled to a temporary appointment or seasonal employee, who is on the payroll on or after October 2, 1996 and was either: 1) on the payroll on October 1, 1995, 2) on furlough on October 1, 1995, 3) on seasonal layoff on October 1, 1995, or 4) on layoff from a bargaining unit position and on a recall list, who has accumulated less than two thousand eighty (2080) hours of current continuous service hours between October 1, 1995 and September 30, 1996, shall be paid a one time cash payment

which shall not be rolled into the base wage. For such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 1995 and September 30, 1996, and two thousand eighty (2080) hours, times $600.00.

b. Fiscal Year 1997-98: Final One Time Payment:

1). At the end of the first full pay period in October 1997, each full time employee who is on the payroll as of October 2, 1997 and who has accumulated no less than two thousand eighty (2080) hours of current continuous service hours since October 1, 1996, shall be paid a one time cash payment of $600.00. For a full time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 1996, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 1996 and two thousand eighty (2080) hours, times $600.00.

2). At the end of the first full pay period in October 1997, or the first subsequent pay period in Fiscal Year 1997-98 for which the employee receives a paycheck, each permanent-intermittent employee, part time employee, employee recalled to a temporary appointment or seasonal employee, who is on the payroll on or after October 2, 1997 and who was: 1.) on the payroll on October 1, 1996, 2) on furlough on October 1, 1996, 3) on seasonal layoff on October 1, 1996, or 4) on layoff from a Bargaining Unit position and on a recall list, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 1996, and September 30, 1997, shall be paid a one time cash payment. For each such employee, this payment shall be

pro rated based on the ratio between the employee's actual continuous service hours earned between October 1, 1996, and September 30, 1997, and two thousand eighty (2080) hours, times $600.00.

3). The one time cash payments outlined in this Subsection will be made in separate checks, not in the biweekly check.

c. The current IRS-determined qualified 401(k) Employer match plan will be offered to Bargaining Unit employees as an option. Employees may elect to accept their lump sum direct cash payment as an AEmployer match@ on a dollar-for-dollar basis. To the extent the plan continues to be a qualified plan as determined by the IRS, the Employer agrees to contribute fifty percent (50%) of the dollar amount the State would have been required to pay into the State retirement and FICA accounts, had the employee elected to accept the lump sum amount as a direct cash payment.

Section B. Group Basic and Major Medical Insurance Plan.

1. Flexible Benefits Plan

Bargaining Unit employees shall be eligible to participate in a Flexible Benefits Plan, as described in the Letter of Understanding between the parties entitled "Flexible Benefits Plan" which is found in Appendix H of this Agreement. It is understood and agreed that enrollment in the group insurance options offered under the Flexible Benefits Plan will be part of the annual open enrollment process.

2. Group Basic and Major Medical Insurance Plans (State Health Plan as administered by Blue Cross/Blue Shield of Michigan)

1. Premium splits.
Except as provided within this Article, the Employer shall maintain the existing Group Basic and Major

Medical Health Insurance coverages. The Employer shall pay ninety-five percent (95%) of the premium for the State Health Plan.

2. Co-pay.
The reimbursement under Major Medical shall be ninety percent (90%).

3. Psychiatric Services.
Reimbursement for out-patient psychiatric services under Major Medical shall be at ninety percent (90%) with a $3,500 per person maximum benefit per year.

4. Deductibles for Major Medical.
The family deductible under Major Medical shall be $100 per calendar year. Effective 1/1/98, the Major Medical annual deductibles are increased to $100/individual, $200/family. Effective 1/1/99, the Major Medical annual deductibles are increased to $150/individual, $300/family.

5. Stop Loss.
Effective 1/1/98, the annual stop loss limit is increased from $500 to $750. Effective 1/1/99, the annual stop loss limit is increased to $1,000.

6. Non-Par Provider.
Effective 1/1/98, covered charges by a provider who is not a participating ("par") provider with BCBSM will be reimbursed at the par provider usual, customary and reasonable (UCR) rate if, 75% or more of the providers in that specialty area of practice in the county in which the member receives the services are par providers with BCBSM. The member will be responsible for the remaining balance of the billed charges, and this amount will not count toward the member's deductible or stop loss limit. Specialty areas of practice may be clustered together for purposes of determining the population of providers upon which the 75% calculation will be made.

Section C. State Health Plan Provisions.

1. **Hearing**
The Employer shall continue to provide a Hearing Care Program as part of the Basic Health Care Plan. When medically appropriate, binaural hearing aides are a covered benefit.

2. **Mental Health/Substance Abuse**
Effective October 1, 1997, the Managed Care PPO carve out plan for mental health and substance abuse services shall be implemented for employees and their dependents enrolled in the state health plan. Covered outpatient services provided by a network provider will be paid directly to the provider at 90% of approved charges, with a 10% co-payment of the approved charges on the part of the patient, with no annual deductible, and with a $3,500 per person maximum benefit for outpatient services per year. Features of the plan include:

    1. A 24-hour/day, 7-day/week "800" toll-free telephone staffed by mental health professionals that provide immediate referral and assistance to enrolled employees and their dependents;

    2. A "managed care" plan providing ongoing evaluation and management of cases by professionals familiar with the most appropriate treatment settings;

    3. Covered inpatient services provided by a network provider will be paid directly to the provider at 100% of approved charges; there will be no annual deductible.

    4. Except during the transition period (including any extension period) described below, covered inpatient and outpatient services provided by a non-network provider will be paid by the patient who, after meeting an annual deductible of $50/person and $100/family, will be reimbursed by the administrator for the lesser of 50% of the billed charges, or 50% of the allowable charges authorized by the PPO Administrator.

5. Participating providers of covered mental health/substance abuse services will be selected, maintained and removed by the Administrator in accordance with standards of professional qualifications and practice established by the Administrator. Employees will be encouraged to provide the Administrator with the name and business address of any provider(s) from whom the employee or a covered dependent has received covered services so that the Administrator may contact him/her and, if she/he meets the Administrator's standards of professional qualification and practice and agrees to accept the PPO Administrator's treatment protocols, solicit his/her participation as an in-network provider.

6. Transition Period.
Employees/covered dependents who are receiving inpatient mental health/substance abuse services at the time the PPO program is implemented will not become covered by the PPO program until being discharged from the inpatient facility. Employees/covered dependents who are receiving mental health/substance abuse outpatient services from a non-network provider at the time the PPO is implemented will be afforded a 90-day transition period during which they may continue and complete the treatment plan with the non-network provider. Billed charges for covered services received from the non-network provider during this transition period will be paid in accordance with reimbursement procedures of the State Health Plan in effect prior to the implementation of the PPO, unless the provider becomes a participating provider under the network. If, at the end of the 90-day transition period, the patient has not been authorized an "extension period" by the Administrator (as described below), and the patient continues or renews receiving services from a non-network provider, charges for covered services will be reimbursed by the Administrator at the rate of 50% of the billed charges, but not to exceed an amount equal to 50% of the allowable charges authorized by the PPO Administrator.

7. Extension Period.
   The parties acknowledge that in some cases, due to the nature of the patient's condition and/or treatment plan, a 90-day period for patients to make a transition from a non-network provider to a network provider may not be sufficient to permit the quality of services to be maintained. The Administrator will maintain and communicate to enrolled employees a procedure by which a patient may request a professional opinion from a network provider designated by the PPO Administrator on the question of whether (from a clinical standpoint) authorized treatment with the current non-network provider should be extended beyond the initial transition period. If the Administrator grants an extension period, the patient may continue receiving covered services for a period of time until the need for treatment, based on the second opinion, ends or 90-days following the expiration of the transition period, whichever comes first. During this extension period the non-network provider's charges for covered services will be paid in accordance with the procedures of the State Health Plan in effect prior to the implementation of the PPO.

8. Geographic Accessibility.
   The parties recognize that there may be areas within the State where the closest network provider is not located with a reasonable distance from the patient's residence, and there is no expectation that one will be locating within a closer distance within the period during which covered services are authorized. If there is no network provider within a reasonable distance (as determined by the Director of the Employee Benefits Division) from the patient's home address, the Administrator will authorize payment for covered services which are provided by a non-network provider as currently provided under the State Health Plan in effect prior to the implementation of the PPO.

9. Conflicts of Interests.
   There may be circumstances in which a network provider is also a State employee, or is providing contractual services to a State agency, at a worksite where Bargaining Unit employees are employed.

The parties recognize that employees expect and require as much privacy as possible in their relationship with their treatment provider; requiring an employee to choose between using the services of a network provider with whom the employee works, versus assuming responsibility for a larger share of the billed charges because a non-network provider has been selected for covered services, could cause this privacy interest to be compromised. The parties therefore agree that the Administrator will maintain a system of alternative provider referrals and equivalent covered expense reimbursement which assures that, at the patient's option, network providers for State employees and their dependents are neither State employees, nor providing contractual services to a State agency, at a worksite where the State employee is employed.

3. **Miscellaneous**

The State pays all of the premium if an active employee, his/her spouse or both are eligible for Medicare benefits, in most instances.

Health Plan coverage for enrolled dependents will cease the 30th day after a unit member's death unless the covered unit member is eligible for immediate pension benefit from the State Employees' Retirement System.

The State pays for screening tests of employees, retirees, and their dependently enrolled dependent spouses to assist in early diagnosis of chronic disease.

Under the Group Health Plan medically necessary orthopedic inserts are a covered benefit.

Under the Group Health Plan, employees meeting "morbid obesity" criteria will be covered by a $300 lifetime weight loss clinic attendance benefit covering those expenses not otherwise generally covered by the health plan. "Morbid Obesity" is defined as more that 50% or 100 pounds over ideal body weight or 25% over ideal body weight with certain medical

conditions (such as diabetes, heart disease, respiratory disease, etc.).

Under the Group Health Plan, the storage cost for self-donated blood in preparation for scheduled surgery will be covered.

Prostate cancer screening and appropriate blood test, in accordance with the American Cancer Society's guidelines, is a covered benefit when performed by a physician in conjunction with a digital exam.

Section D. Health Maintenance Organization (HMO).

1. As an alternative to the State Sponsored Health Insurance Program, enrollment in HMO's is offered to those employees residing in areas where qualified licensed HMO's are in operation.

2. The State pays up to but not more than the same dollar contribution toward HMO membership as is paid toward the State Sponsored Health Insurance Program for both employee and employee/dependent coverage.

3. Active employees eligible for Medicare benefits shall be eligible for enrollment in HMO programs.

4. Fees and services for health screening to assist in early diagnosis of chronic disease are included in the services provided under the basic health care benefits of HMO's.

5. The Employer and AFSCME Council 25 shall jointly review (through a new or existing committee) the continued and new offering of any HMO to employees in the Unit. The continued offering and new offering of any HMO shall be subject to the approval of AFSCME Council 25, provided that nothing herein shall limit the Employer from complying with statutory requirements to offer employees at least one HMO enrollment option, when available. The review process shall be consistent and coordinated (in substance and timing) with the procedures

currently established by the Employer through other collective bargaining contracts.

Section E. THE PLAN.

Program to reduce utilization and to identify elective unnecessary treatment Plan, hereinafter referred to as "The PLAN".

The Labor/Management Health Care Committee will have the responsibility of reviewing and monitoring the progress of the actual implementation of The PLAN including such matters as the addition of other procedures to the list of those procedures for which a mandatory second opinion is required.

Each exclusively recognized employee organization shall be entitled to designate one (1) representative to participate in The PLAN Labor/Management Committee.

The management representatives to the committee shall be selected by the Employer.

The PLAN will consist of three principal components: (1) Focused second surgical opinion program; (2) Home Health Care; and (3) alternative delivery systems.

Under the Group Health Plan, during the year beginning 10-1-90 there shall be no limitation on benefits where the attending physician has failed to obtain precertification, in those circumstances where, through no fault of the employee, no second opinion was rendered or where the employee fails to obtain a second opinion.

1. **Focused Second Surgical Opinion**

   The mandatory second opinion shall be a part of the precertification for hospital admission benefit.

   The second opinion referral will be initiated by the provider/physician recommending the surgery at the time the physician contacts the Third Party Administrator for pre-certification for admission. Based upon the medical data provided and the procedure to be done, the physician will be notified if a second opinion is required. If necessary, the employee or dependent will

then be contacted to advise him/her of the second opinion requirement and to select a consultant from the panel. The appointment with the chosen consultant will be scheduled for the employee/ dependent. The second opinion requirement will be waived when an appointment with an appropriate consultant cannot be scheduled within three weeks or without excessive travel (over 100 miles). Regardless of the consultant's opinion, the normal surgery payment will be made.

A mandatory second surgical opinion shall be required for the types of elective surgery listed below. For purposes of this Article, elective surgery shall be defined as a procedure which may safely be postponed without compromising the patient's health.

- carpal tunnel surgery
- dilation and curettage
- tubal and ovarian surgery
- partial or complete mastectomy
- submucous resection/rhinoplasty
- varicose vein stripping and ligation
- tonsillectomy and/or adenoidectomy
- excision of cataracts
- knee surgery
- hysterectomy
- cholecystectomy
- bladder surgery
- heart surgery
- prostatectomy
- herniorrhaphy
- laminectomy

When a new procedure is added to the above list the Employer shall notify the Union and all employees thirty (30) days prior to the effective date.

In the event that any of these types of surgery is recommended to the employee or enrolled family member, a second surgical opinion must be sought.

In the event that no Board Certified Specialist is available within 100 miles of the employee's work location, the requirement for a second mandatory opinion will be waived by the Third Party Administrator. If an employee has to drive 50 miles or less one way from the work location to get the second opinion, there shall be no reimbursement. If the employee has to drive 51 - 100 miles one way from the work location to get the second opinion, the employee shall be reimbursed for mileage for any of those miles over 50 one way.

The PLAN shall provide full direct payment for the second surgical opinion and necessary tests. Regardless of the outcome of the second opinion, surgical and other expenses for the hospital confinement shall be paid in full up to the current benefit maximum.

Employees may use sick leave, annual leave, approved lost time or compensatory time for mandatory second opinions. Request for such time shall not be denied. Leave used shall not be counted in the consideration of discipline.

Employees may seek a voluntary third opinion. In addition, employees may seek a voluntary second opinion for elective surgical procedures not included on the above list. Upon request, the Third Party Administrator will provide a list of three or four Board Certified Specialists in the covered employee's geographical area. Since such opinions are completely voluntary, they shall be covered under the provisions of the existing health plan.

Copies of lists of Board Certified Specialists shall be available in Personnel Offices and shall be sent to the Union.

An appeal procedure is established in those cases where there is a difference of opinion between the attending physician and the Third Party Administrator. If an employee feels that his/her doctor has not adequately presented the case, the employee may present his/her arguments. This employee may be represented by a Union Staff representative.

2. **Home Health Care**

A program of Home Health Care and home care services to reduce the length of hospital stay and admissions shall also be a component of The PLAN. This component shall require that the attending physician contact the Third Party Administrator to

authorize Home Health Care service in lieu of a hospital admission or a continuation of a hospital confinement.

The attending physician must certify that the proper treatment of the disease or injury would require continued confinement as a resident inpatient in a hospital in the absence of the services and supplies provided as part of the Home Health Care Plan. If appropriate, certification will be granted for an estimated number of visits within a specified period of time. The details of the types of services and charges that shall be covered under this component are provided in the State Health Care Plan Benefit Booklet. Home Health Care shall be available to employees at their option in lieu of hospital confinement.

3. **Alternative Delivery Systems**
The PLAN shall also provide coverage for hospice care and birthing center care to employees and enrolled family members. The details of services and charges to be covered for either of these options are described in the State Health Care Plan Benefit Booklet. Both hospice care and birthing center care shall be available to employees at their option in lieu of hospital confinement.

Section F. Prescription Drugs.

Effective 10/1/97, Bargaining Unit members will be enrolled in the alternative prescription drug PPO (currently administered by Value RX).

1. There shall be an employee co-pay of $2.00 for generic drugs and $7.00 for brand name drugs for each separate prescription order. The brand name co-pay will not apply for those drugs with patents scheduled to expire during the period of the agreement, but for which Congress has specifically extended the patent protection. When the patent has expired the name brand co-pay will apply. Such plan shall provide for an employee identification card, and the required co-payment shall be made to participating providers at the time of drug purchase.

The Employer shall maintain the mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. There shall be no co-pay under this option.

2. Generic Drugs.
Unless otherwise specified by the prescribing physician or the employee, the pharmacy will be required to dispense a generic drug whenever a substitution is available. If an employee indicates that he/she wants a brand name drug to be dispensed and the physician has not specified dispense as written (DAW) on the prescription, the employee shall be responsible for the difference between the maximum allowable cost and the actual cost plus the co-pay.

Section G. Group Dental Expense Plan.

1. The Employer shall pay 95% of the applicable premium for employees enrolled in the group dental expense plan.

2. Permanent-Intermittent employees shall be permitted to enroll in the Dental Plan on return from furlough provided they meet other eligibility requirements.

3. Benefits payable under the Dental Expense Plan will be as follows:

   90% of actual fee or usual, customary and reasonable fee, whichever is lower, for restorative, endodontic, and periodontic services (x-rays, fillings, root canals, inlays, crowns, etc.).

4. Covered Dental Expenses: The Dental Expense plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the Dental Expense Plan up to a maximum of $1,000 for each covered person in each twelve (12) month period beginning October 1, exclusive of orthodontics for which there is a separate $1,500 lifetime maximum benefit.

5. The Group Dental Expense Plan shall provide coverage for sealants. Sealants will be covered for permanent molars only which must be free of restoration or decay at the time of application. Sealants are payable only up to 14 years of age. Payments will be made on a per-tooth basis. No benefit is payable on the same tooth within three years of a previous application. The Dental Plan will pay 50% of the reasonable and customary amount of the sealant with the employee to pay the remainder. Under the Dental Point of Service PPO, the Plan will pay 70% of the charge.

   The following services will be paid at the 100% benefit level:

   Diagnostic Services:
   - o Oral examinations and consultations twice in a calendar year.

   Preventive Services:
   - o Prophylaxis - teeth cleaning three times in a calendar year;
   - o Topical application of fluoride for children up to age 19, twice in a calendar year;
   - o Space maintainers for children up to age 14.

   The following services will be paid at the 90% benefit level:

   Radiographs:
   - o Bite-wing x-rays once each in calendar year unless special need is shown;
   - o Full mouth x-rays once in a 5 year period, unless special need is shown.

   Restorative Services:
   - o Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;
   - o Gold inlay and outlay restorations.

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

Endodontic Services:
- o Root canal therapy;
- o Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth;
- o Periapical services to treat the root of the tooth.

Periodontic Services:
- o Periodontal surgery to remove diseased gum tissue surrounding the tooth;
- o Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth and periodontal scaling to remove tartar from the root of the tooth;
- o Treatment of gingivitis and periodontitis - diseases of the gums and gum tissue.

The following services will be paid at the 50% benefit level:

Prosthodontic Services:
- o Repair or rebasing of an existing full or partial denture;
- o Initial installation of fixed bridgework;
- o Initial installation of partial or full removable dentures (including adjustments for 6 months following installation);
- o Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when 5 years or more have elapsed since the date of the initial installation).

Orthodontic Services: Orthodontic Services shall be paid at the sixty percent (60%) benefit level.
- o Minor treatment for tooth guidance;
- o Minor treatment to control harmful habits;
- o Interceptive orthodontic treatment;
- o Comprehensive orthodontic treatment;
- o Treatment of an atypical or extended skeletal case;
- o Post-treatment stabilization;
- o Separate lifetime maximum of $1,500 per each enrollee.
- o Orthodontic services for dependents up to age 19; for enrolled employee and spouse, no maximum age. Orthodontic services for dependents up to age 25, if the dependent is a full-time student.

6. A dental "point of service PPO" is available for employees. The parties are assured that employees and dependents enrolled in the State Dental Plan may avail themselves of improved benefit levels at no additional cost to the Employer or employees by utilizing dental care providers that are members of the PPO. It has been determined that participation in the PPO will generate savings to the Employer and to the employees. The enhanced dental program benefits are as follows:

7.

BENEFIT	CURRENT COVERAGE	ENHANCED COVERAGE
Exams	100%	100%
Preventive	100%	100%
Radiographs	90%	100%
Fillings	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Simple Extractions	90%	100%
Complex Extractions	90%	100%
Prosthodontic Repairs	90%	100%
Other Oral Surgery	90%	90%
Adjunctive	90%	90%
Crowns	90%	90%
Sealants	50%	70%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%

Annual Maximum $1,000 Lifetime Orthodontics $1,500

Section H. Wellness and Screening.

Health Risk Appraisal

The Employer agrees to make a Health Risk Appraisal Program available in cooperation with the Department of Civil Service, to Bargaining Unit members who wish to participate. Such program shall consist of a Health assessment questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each

participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the Employer, the Union, or third parties. The parties agree to meet and review the State's plans for extending such program to Bargaining Unit members (including a review of the State's experience under a pilot program) prior to its introduction to Unit members.

The State pays for screening tests of employees, retirees, and their dependently enrolled dependent spouses to assist in early diagnosis of chronic disease.

The following wellness and preventive coverage is provided:

1) Mammography in accordance with the latest guidelines recommended by the American Cancer Society.

2) PAP tests annually.
Current practices with respect to payment of mammography and PAP tests shall continue.

3) Pediatric well child care.

A. Office visits for well baby care from a child's birth to age 24 months.
B. Annual office visits for physical examinations for children from age twenty four (24) months to age nineteen (19).
C. Immunizations and lab testing services from a child's birth to age nineteen (19).

State pays 95% of premium for enrolled employees who are receiving retirement benefits. When these retirees qualify for Medicare, the State pays for the full supplemental premium for the retiree and spouse.

Section I. Life Insurance.

1. The State pays 100% of employee's premium, which has a death benefit equal to 2.0 times annual salary rounded up to the

nearest $1,000. Employee pays 100% of premium for dependents.

(a) Employee pays 100% of premium for optional dependent coverage.

(b) Employee may choose between five levels of dependent coverage:
   (1) level one insures spouse for $1,500 and children from age fifteen (15) days to 23 years for $1,000.
   (2) level two insures spouse for $5,000 and children from age fifteen (15) days to 23 years for $2,500.
   (3) level three insures spouse for $10,000 and children from age fifteen (15) days to 23 years for $5,000.
   (4) level four insures spouse for $25,000 and children from fifteen (15) days to twenty three (23) years for $10,000.
   (5) level five insures children from fifteen (15) days to twenty three (23) years for $10,000.

2. State pays 100% premium for retired employees and spouse. Coverage is 25% of the insurance in force at retirement.

3. In case of an employee's accidental death in line of duty, the State provides a benefit of $100,000.

4. The age ceiling of 23 years for dependent coverage (see Section a. above) available under the optional life insurance plan shall not apply to handicapped dependents. Such additional coverage shall be provided at the current premium cost to the employee. A dependent is considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical handicap and depends chiefly on the employee for support and maintenance.

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

(a) The State's long term disability plan,

(b) Social Security disability coverage,
(c) Workers' Compensation Insurance, or
(d) State's duty or nonduty disability retirement plan.

The employee shall receive life insurance coverage fully paid by the Employer for as long as the employee is disabled. All premium payments made by the employee prior to establishing total disability shall be reimbursed to the employee. The benefit level is the amount in force on the day the employee becomes totally disabled. However, if the employee is totally disabled on his/her sixty-fifth birthday, the employee shall be considered retired and the life insurance coverage shall be the same as if the employee had retired.

Section J. Long Term Disability.

1. The Employer shall maintain the existing Group LTD Insurance coverage.

2. An employee is eligible for a group plan of income protection in case of total non-work-related disability which guarantees income equal to two-thirds of the employee's current basic rate of pay (limited to a maximum payment of $3,000 per month). Payment begins after use of the employee's accumulated sick leave, but in no event before the fourteenth day of disability. If the employee has fewer than 23 days of accumulated sick leave when first insured, the income guarantee applies for a maximum of two years (Plan I). If the accumulation is 23 days or more, the guarantee applies until age 65 is reached (Plan II). Sick leave accumulations are reviewed biweekly. Plan I enrollees who then have more than 23 days of accumulated sick leave are reclassified to Plan II. If the employee has other employment-connected or group sponsored income benefits or is receiving Social Security Disability payments, these are included as a part of the 66-2/3% guaranteed income.

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

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

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

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

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

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

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

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

Section K. Vision Care Plan.

1. The Employer shall provide a vision care plan paying one hundred percent (100%) of the applicable premium for employees and dependents enrolled in the plan. There will be an annual enrollment period for the Vision Insurance.

2. Benefits payable under the plan for participating providers will be as follows:

   (a) Examination -- payable once in any twelve (12) month period with an employee co-payment of $5.00.

   (b) Lenses and Frames -- payable once in any twenty-four (24) month period with an employee co-payment of $7.50 for eyeglass lenses and/or frames and $7.50 for medically necessary contact lenses. Lenses and frames are payable once in any twelve (12) month period when there is a change in prescription. The maximum acquisition cost limit for frames shall be $25.00. The dispensing fee shall remain at $25.00 for a total maximum of $45.00. Regular lenses up to 71 mm will be covered. If a larger lens is selected, the employee must pay for the additional expenses attributed to the lens greater than 71 mm in diameter.

   (c) Contact Lenses Not Medically Necessary -- the carrier will pay a maximum of $90 and the employee shall pay any additional charge of the provider, for such lenses. The co-payment provision under 2.b.(2) is not required.

   Medically necessary means that (a) the member's visual acuity cannot otherwise be corrected to 20/70 in the better eye or (b) the member has one of the following visual conditions: keratoconus, irregular astigmatism or irregular corneal curvature.

3. Plan Payments for Nonparticipating Providers

   (a) For Vision Testing Examinations: The carrier will pay, once in any twelve (12) month period, 75% of the reasonable and customary charge after it has been reduced by the member's co-payment of $5.00.

(b) For Eyeglass Lenses: The carrier will pay, once in any twenty-four (24) month period, the provider's charge or the amount set forth below, whichever is less.

1. Regular Lenses
   Single Vision .... $13.00 per pair
   Bifocal .... $20.00 per pair
   Trifocal .... $24.00 per pair

2. Contact Lenses
   Medically necessary as defined in Subsection (3).....96.00 per pair
   Not medically necessary ..... 40.00 per pair

3. Special Lenses
   For covered special lenses (e.g., Aphakic, Lenticular and Aspheric) the carrier will pay 50% of the provider's charge for the lenses or 75% of the Average Covered Vision Expense Benefits paid to participating providers for comparable lenses, whichever is less.

4. Additional charges for plastic lenses.....
   $ 3.00 per pair, Plus benefit provided above for covered lenses.

5. Additional charges for tints equal to
   Rose Tints #1 and #2 ..... $ 3.00 per pair

6. Additional charges for Prism Lenses.....
   $ 2.00 per pair
   When only one lens is required, the carrier will pay one-half of the applicable amount per pair shown above.

4. For Eyeglass Frames: The carrier will pay the provider's charges or $14.00, whichever is less.

Employees who are enrolled in HMO may receive benefits through their HMO carrier. Such benefits shall be comparable to the above plan(s).

Employees who, while operating a VDT/CRT require prescription corrective lenses which are different than those normally used, shall be eligible for reimbursement for lenses and frames on an annual basis at the rates provided herein. Such reimbursement shall be made by the Departmental Employer. These lenses and frames are in addition to those provided under the vision care insurance. In order to be eligible for this benefit employees must operate a VDT more than 50% of the time.

Section L. Shift Differential.

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

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

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

1. If no disciplinary action is taken, or

2. If disciplinary action is taken and is subsequently overturned.

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

It is agreed that when employees are released from duty to carry out Union activities in accordance with the following provisions they shall receive base pay including applicable shift premium as follows:

Article 9, Section F., Processing Grievances, Section G., Documents and Witnesses; Article 10, Section D., Union Representatives; Article 11, Section J., Safety Inspection, Section L., Health and Safety Committee; Article 19, Section B., Affirmative Action.

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

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

Section M. Compensation Under Conditions of General Emergency.

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

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

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

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

scheduled hours of work during the period of declared inaccessibility.

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

Section N. Moving Expenses.

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

A. If the employee is to be laid off (as defined in Article 22, Section Q. 1.a. severance pay), or if an employee transfers in lieu of lay-off in accordance with Article 13, Section O., or once the Director of the Department of Community Health has officially designated that an agency is to be closed and

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

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

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

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

1. **Persons Covered**:
   All authorized full-time employees currently employed by the State of Michigan being relocated for the benefit of the State, who actually move their residence as a direct result of the relocation, and who agree to continue

employment in the new location for a minimum of one year are entitled to all benefits provided by this policy. New employees not presently (on the effective date of this Agreement) working for the State of Michigan shall not be entitled to benefits provided in this Article.

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

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

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

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

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

a. Appliance Service;
b. Piano or organ handling charges;
c. Flight, elevator or distance carry charges,

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

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

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

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

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

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

5. **Temporary Travel Expense**.
From effective date of reassignment, up to sixty (60) calendar days of travel expense at the new assigned

work station are allowed. Extension beyond sixty days, but not to exceed a total of one hundred eighty (180) days, may be allowed due to unusual circumstances in the full discretion of the Employer. Authorized travel shall include one (1) round trip weekly between the new work station and the former residence.

6. **To Secure Housing.**
A continuing employee and one (1) additional family member will be allowed up to three (3) round trips to a new official work station for the purpose of securing housing. Travel, lodging, and food costs will be reimbursed up to a maximum of nine (9) days in accordance with the Standardized Travel Regulations.

Section O. Sick Leave Allowance.

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

TABLE OF VALUES

Payment For Unused Sick Leave at Separation

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

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

1. Allowance - Every permanent employee in the state classified service shall be entitled to 4 hours of sick leave with pay for each completed 80 hours of service.

Paid service in excess of 80 hours in a bi-weekly period shall not be counted.

2. Crediting - Sick leave shall be credited at the end of the bi-weekly work period in which 80 hours of service is completed.

Section P. Annual Leave Allowance.

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

2. Permanent employees are entitled to annual leave in accordance with the schedule below with pay for each 80 hours of paid service, however, annual leave shall not be credited and available for use until the employee has completed 720 hours of paid service in the initial appointment. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted.

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

ANNUAL LEAVE TABLE

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

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

4. Annual leave shall be credited at the end of the biweekly work period in which 80 hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. When paid service does not total 80 hours in a biweekly work period, the balance shall carry forward to subsequent work periods. No annual leave shall be authorized, accumulated or credited in excess of the schedule below, except that an employee who is suspended or dismissed and who is subsequently returned to employment with full service benefits shall be permitted annual leave accumulation in excess of the schedule below. Upon return to employment, the employee shall be granted up to one year from that date to liquidate the amount of annual leave above maximum by means of paid time off work. Should employment be terminated for any reason during that one year period, the employee or beneficiary shall be

paid for no more than 240 hours of unused credited annual leave.

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

5. Employees who voluntarily transfer from one state department to another state department shall be paid at their current rate of pay for their unused annual leave. However, the employee may elect to transfer all hours of accumulated annual leave. Employees who separate after completing 720 hours of creditable service shall be paid their current hourly rate for the balance of their unused annual leave. An employee who is suspended shall not be entitled to payment for unused annual leave.

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

ANNUAL LEAVE ACCUMULATION SCHEDULE

YEARS	ACCRUAL	ACCUMULATION CAP
1 - 5	4.7	240
5 - 10	5.3	255
10 - 15	5.9	270
15 - 20	6.5	285
20 - 25	7.1	290
25 - 30	7.7	300
30 - 35	8.4	300
etc.		

Section Q. Severance Pay.

In recognition of the fact that the deinstitutionalization of the Department of Community Health resident population has resulted and will continue to result in the layoff of a large number of State employees, and in recognition of the fact that such layoffs are likely to result in the permanent termination of the employment relationship the parties

hereby agree to the establishment of severance pay for certain employees.

1. **Definitions**

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

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

c. Year of Service - Year of Service is defined as year of seniority as defined in Article 12, Section A, paragraph 1.

2. **Eligibility**

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

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

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

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

3. **Time and Method of Payment**

After an employee has been laid off for six (6) months in accordance with the provisions of this Section, he/she shall be notified by the Agency in writing that he/she has the option of remaining on the recall list(s) or of accepting a lump sum severance payment and thereby forfeiting all recall rights. The employee must notify the Agency in writing of his/her decision either to accept the severance payment or to retain recall rights. An employee who does not notify the Agency in writing of his/her decision shall be deemed to have elected to retain recall rights.

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

An employee who has been laid off for thirty-six (36) months shall be notified by the Agency in writing that he/she must choose either to accept the lump sum severance payment or to reject such payment. By rejecting such payment, the employee shall retain recall rights in conformance with the provisions of this Agreement and shall have no further opportunity to receive severance payment. The employee must notify the Agency in writing of his/her decision within fourteen (14) calendar days of receipt of the Agency's notification. An employee who does not notify the Agency in writing of his/her decision to accept the severance payment shall be deemed to have permanently rejected such payment and to have retained recall rights in accordance with Article 13. If an employee elects to accept the lump sum payment, the employee's name shall be removed from all recall lists and such payment shall be made by

the Agency within sixty (60) calendar days of receipt of the employee's decision.

4. **Disqualification**

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

a. If the employee is deceased.

b. If the employee is hired for any position by an Employer:

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

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

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

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

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

d. An employee permanently recalled to another job in State government outside this Bargaining Unit.

5. **Effect of Recall**

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

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

6. **Effect of Hiring**

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

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

7. **Payment**

An employee who elects in writing to receive severance pay shall receive an explanation of the terms of such severance

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

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

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

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

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

For amounts, see schedule below.

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

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

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

8. Effect on Retirement

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

9. Effective October 1, 1994, a special severance pay fund of $750,000 was established. Employees who are indefinitely laid off after January 1, 1994, are eligible for severance payments from the fund in accordance with this Section, on or after October 1, 1995. The provisions of this Subsection will not apply to Department of Community Health employees entitled to severance pay under this Section and severance payments to those employees not paid from this fund.

a. On October 1, 1996, an additional $56,250 will be added to the fund.

b. Money remaining in the fund on September 30, 1997, will not be carried over into the next fiscal year.

c. Effective October 1, 1997, a fund of $300,000 will be established, with money remaining in the Fund on September 30, 1999 not carried over into the next fiscal year.

SEVERANCE PAY SCHEDULE

Hours	Years	Weeks Pay
2088 - 4176	1	1
4177 - 6264	2	2
6265 - 8352	3	3
8353 - 10440	4	4
10441 - 12528	5	5
12529 - 14616	6	7
14617 - 16704	7	9
16705 - 18792	8	11

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

EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL TIME EMPLOYEE

Average number of hours worked in previous calendar year: 1980

Full time employee hours: 2088

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

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

S.P. = Severance Payment from schedule

Section R. Schedule of Travel Rates.

1. Except as indicated below, employees shall be entitled to travel reimbursement at the rates and in accordance with the Standardized Travel Regulations and the Department of Management and Budget Administrative Manual 5-3-1 which are in effect on the date(s) of travel. Copies of the Standardized Travel Regulations or reimbursement rates as described in the Compensation Plan shall be provided to the Local Union by the Agencies.

2. Employees who regularly receive a paid meal and who regularly eat meals with clients/residents, shall be reimbursed for meals

eaten while transporting clients/residents during their shift at the rate and in accordance with 1. above.

Section S. Workers' Compensation.

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

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

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

Section U. Retirement Benefits.

1. Employees are entitled to full retirement benefits at age 55 with 30 years of service.

2. No contribution to the plan is necessary. It is fully funded by the State.

3. Benefit formula is 1.5% of the period of three consecutive years of credited service which provides the highest average compensation times years of service.

4. Employees have vested pension rights after 10 years of service payable when employees reach age 60.

The above is a description of the benefits available under the State Retirement Act and is subject to change by action of the Legislature.

Section V. Longevity Pay.

An annual longevity payment payable on Dec. 1 of each year, in addition to salary is provided for all eligible employees.

1. The amount of the payment varies from $260 to $1040 annually depending upon the employee's total years of service. (See schedule, Appendix G.)

2. Seven longevity steps are provided for the employees after intervals of 6, 10, 14, 18, 22, 26 and 30 years of service.

3. An employee is credited with all prior service since January 1, 1930 in determining the amount of the longevity payment. However, the employee must have currently completed six continuous years of service before becoming eligible to receive the payment.

Section W. "P" Rate.

Positions are eligible for P-rate if:

I. They are responsible for custody or supervision of Department of Corrections residents on a regular and recurring basis in addition to regular job duties, or;

2. If they are located at a correctional facility and handle on a regular and recurring basis, personal, financial or other matters affecting the well-being of Department of Corrections residents, or;

3. If they are assigned on a regular and recurring basis (25% or more of work time) for the care or supervision of residents of the Center for Forensic Psychiatry.

4. Employees who qualify shall be compensated at the rate of 40¢ per hour for all hours in pay status.

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

   - Activity Therapy Aide 6, 7, E8, 9
   - Cook E6, 7
   - Barber/Cosmetologist 7, E8, 9
   - Dental Aide 6, 7, E8
   - Food Service Leader-Prisoner E9
   - Launderer E6
   - Practical Nurse Licensed E9, 10
   - Teacher Aide 6, 7, E8

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

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

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

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

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

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

b. A position where the work location is within the security perimeter of a medium, close or maximum custody correctional facility, thereby placing the employee in an environment where physical confrontation will occur is eligible for P-rate.

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

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

Section X. Smoking Cessation.

The Employer shall provide, or pay the total cost for, any program which an employee attends which has the objective of ending an individual's dependence upon and/or addiction to the use of tobacco products. Employees shall be reimbursed for the full cost, not to exceed $50.00, of such program upon presenting evidence of enrollment and attendance. However, employees shall not be entitled to be reimbursed if such program is covered by the employee's health plan or HMO. Employees shall be entitled to such reimbursement only one time. Costs of any additional programs or costs of re-enrolling in any program shall be paid by the employee.

Section Y. Pay Equity.

Upon completion of the reduction of the current eleven (11) service groups to five (5) service groups, the Employer agrees to meet

and negotiate with the Union, upon written request, to determine if any further wage adjustments are required. Such negotiations shall be timed to occur at the time required by the normal budget cycle.

Section Z. A Qualified 401 (K) Tax-Sheltered Plan.

A qualified 401(K) Tax-sheltered Plan shall be established for employees in this bargaining unit. Employees shall be permitted to participate in such plan during the first open enrollment period after Civil Service Commission ratification of this Agreement.

Employees in this Bargaining Unit may participate in the State of Michigan Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Service Code.

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

Section AA. Flexible Compensation Plan.

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

Section BB. Day Care.

The parties agree that further study and information is required on the issue of day care. Therefore, this shall be an appropriate subject for discussion in the Labor Management Council established in accordance with Article 10, Section G. Any agreements reached in this forum shall be reduced to writing and signed by the parties.

The subject of day care and an information and referral service to assist employees in locating quality child care may be discussed in the Labor-Management Council (Article 10, Section G.). If a day care program is established in an area where employees in the Bargaining Unit live or work, employees in this Bargaining Unit shall be permitted to participate in such program.

Section CC. Vaccinations.

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

Tetanus shots shall be provided to employees upon their request once every ten years. They shall be provided to employees when required as a result of a duty incurred injury. The Employer shall pay for such shots if they are not covered by a third party.

Hepatitis B shots shall be provided to employees upon their request if the employee is working in an assignment location where there are Hepatitis B carriers. The Employer shall pay for such shots if they are not covered by a third party.

Section DD. Employee Retirement Savings Deduction Plans.

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

Section EE. Employee Education and Resource Fund.

Effective October 1, 1994, and also effective October 1, 1997, subject to legislative appropriation, the parties agree to establish a special fund of $450,000. This fund will be administered by a labor-management committee of ten (10) persons consisting of an equal number of representatives of management and the Union. The committee shall consist of no more than one (1) employee from each of the following departments: Corrections, Education, Family Independence Agency, Community Health and Military and Veterans Affairs. All fund expenditures will be made based on criteria established by the committee and will require agreement of parties. Actions of the committee shall not be subject to the grievance procedure set forth in Article 9.

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

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

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

This committee will meet and begin its work within ninety (90) calendar days after Civil Service Commission ratification of this addendum. In this way, programs can be in place at the beginning of the Fiscal Year in question.

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

The parties agree that the committee shall have the right to process applications for potential reimbursement once funds are available in October of 1994.

ARTICLE 23

DRUG AND ALCOHOL TESTING

Section A. Testing.

The Employer may require an employee in a safety sensitive position to submit to urinalysis drug screening or alcohol breathalyser testing under the circumstances set forth below in sub-sections 1 and 2.

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

1. Random Testing: An employee may be selected at random from a pool comprised of safety sensitive positions covered by this agreement. The number or urinalysis drug screenings performed at random each calendar year may not exceed a number equal to 15% of the number of safety sensitive positions in the pool. The number of alcohol breathalyser tests performed at random each calendar year may not exceed a number equal to 15% of the number of safety sensitive positions in the pool.

2. Reasonable Suspicion Testing: An employee may be required to submit to urinalysis drug screening or alcohol breathalyser testing based on reasonable suspicion supported by:

   (a) direct observation of drug use or possession and/or physical symptoms of being under the influence of a drug;

   (b) a pattern of abnormal conduct or aberrant behavior;

   (c) arrest or conviction for a drug-related offense, or identification of the employee as a focus of a criminal investigation into illegal drug possession, use or trafficking;

   (d) information provided either by reliable and credible sources or independently corroborated; or

   (e) evidence that the employee has tampered with a previous drug test.

The basis of support for the reasonable suspicion drug screening or alcohol test will be documented by a trained supervisor. An

employee shall not be required to submit to a reasonable suspicion drug screening or alcohol test without the individualized expressed approval of the Employer designated Drug Alcohol Testing Coordinator (DATC) or his/her designee.

Section B. "Safety Sensitive Positions".

For purposes of this Article, "safety sensitive positions" are:

1. Positions in the Practical Nurse-Licensed E9 , 10, and Dental Aide 6, 7, E8 classes, where such positions, on a regular day-to-day basis, provide direct medical care and other direct health care services to inmates, forensic patients, or other patients/residents under the care of the State.

2. Additional "safety sensitive positions" in these or other classes may be subject to the provisions of this Article pursuant to secondary negotiations.

3. New classifications may include "safety sensitive positions." The Employer shall meet with the Union to review the new classification prior to requiring an employee in the new class to submit to testing under this Article.

Section C. Drug and Alcohol Testing Protocol.

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

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

Section D. Union Representation.

Employees may confer with an available union representative on site (if available on site), or through a telephone conference,

whenever an employee is directed to submit to a reasonable suspicion alcohol or controlled substance test, provided such contact will not unreasonably delay the testing process.

Section E. Review Committee for Drug and Alcohol Testing.

A Committee consisting of three (3) representatives of the Union and three (3) representatives of the employer shall meet prior to the implementation of the drug and alcohol testing program to review and discuss the testing procedures, collection methods, quality assurance, and other matters pertaining to the operation of the testing program. The review committee will also meet, upon request of either party, to review testing data and discuss problems related to the administration of the testing program.

Section F. Required Treatment.

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

ARTICLE 24

TERMINATION

This Agreement shall be effective upon commission ratification, (except as specifically indicated) and shall continue in full force and effect until midnight, September 30, 1999, and thereafter from year to year unless either party gives written notice to the other of its intention to amend or terminate this Agreement no later than April 1st of the final year of this Agreement.

APPENDIX A

Employing Departments and Agencies, with Corresponding AFSCME Local Unions and Chapters.

As of 2/97

Department/Agency Local/Chapter	
EDUCATION	
Schools for the Deaf and Blind-(Flint)	
School for the Deaf (Deaf Department)	188
School for the Blind (Blind Department)	950
MILITARY AFFAIRS	
Grand Rapids Home for Veterans	261
Jacobetti Home for Veterans	885
COMMUNITY HEALTH	
Central Office	
Caro Center	831
Hawthorn Center (Northville)	129
Kalamazoo Psychiatric Hospital	52
Mount Pleasant Center	1138
Northville Psychiatric Hospital	960
Clinton Valley Center (Pontiac)	49
Center for Forensic Psychiatry - (Ann Arbor)	1105
Huron Valley Center	1105
Southgate Center	2945
Detroit Psychiatric Institute	1836
Walter P. Reuther Psychiatric Hospital	2449
FAMILY INDEPENDENCE AGENCY	
Halfway Houses in:	
Flint Halfway House	1327
Academy Hall	1327
Park Place	1327
Pine Lodge	1327
Parmenter House	1327
Northwest Reception Center	1327
Western Wayne County Youth & Family Center	1327
Intake & Court Services	1327
Burton Center	1327

MRCB (Kalamazoo)	1327
Institutions:	
W. J. Maxey Training School	1327
Arbor Heights	1327
Adrian Training School	1327
Genesee Valley Regional Center	1327
Nokomis Challenge Center	1327
Showono Center	1327

Any newly created FIA youth services facilities.

CORRECTIONS

Adrian Temporary Facility	3637
Alger Maximum Correctional Facility	3639
Baraga Maximum Correctional Facility	3639
Brooks Correctional Facility	3638
Carson City Correctional Facility	3638
Carson City Temporary Facility	3638
Cassidy Lake/SAI Program	3637
Charles Egeler Correctional Facility	3637
Chippewa Correctional Facility	3639
Chippewa Temporary Correctional Facility	3639
Corrections Camp Program	
Camp Branch	3638
Camp Brighton	3637
Camp Cusino	3639
Camp Kitwen	3639
Camp Koehler	3639
Camp Lehman	3639
Camp Manistique	3639
Camp Ojibway	3639
Camp Ottawa	3639
Camp Pellston	3639
Camp Pugsley	3639
Camp Sauble	3639
Camp Tuscola	3637
Camp Waterloo	3637
Cooper Street Correctional Facility	3637
G. Robert Cotton Correctional Facility	3637
Gus Harrison Correctional Facility	3637
Handlon Michigan Training Unit	3638
Hiawatha Correctional Facility	3639
Huron Valley Men's Facility	3637
Ionia Maximum Correctional Facility	3638

Ionia Temporary Facility	3638
Kinross Correctional Facility	3639
Florence Crane Women's Correctional Facility	3638
Jackson Maximum Correctional Facility	3637
Lakeland Correctional Facility	3638
Macomb Correctional Facility	3637
Marquette Branch Prison	3939
Michigan Reformatory	3638
Mid-Michigan Temporary Facility	3638
Mound Correctional Facility	3637
Muskegon Correctional Facility	3638
Muskegon Temporary Facility	3638
Newberry Correctional Facility	3639
Oaks Correctional Facility	3639
Parnall Correctional Facility	3637
Riverside Correctional Facility	3638
Ryan Correctional Facility	3637
Saginaw Correctional Facility	3637
Scott Correctional Facility	3637
Southern Michigan Correctional Facility	3736
Standish Maximum Correctional Facility	3639
Thumb Correctional Facility	3637
Western Wayne Correctional Facility	3637
Woodward Center	3637
STATE POLICE	
Training Academy	950
Headquarters	
NATURAL RESOURCES	1327
JOBS COMMISSION	
Michigan Career Technical Institute	950

MICHIGAN COUNCIL 25, AFSCME, AFL-CIO
1034 N. Washington Ave., Lansing, Michigan 48906
Authorization of Representation and Payroll Deduction

400	LF / CR	A				LF / CR	EU		LF / CR

Soc. Sec. Number

I hereby desire to be represented by the American Federation of State, County and Municipal Employees, AFL-CIO, and/or its appropriate affiliate as my exclusive bargaining agent in all matters affecting my wages, hours and other conditions of employment.

Effective ______________________ I hereby request and authorize you to deduct from my earnings each __________

the sum of: ($ ________).
This sum shall be paid to the Michigan Council 25, AFSCME, AFL-CIO, and is payable of my union dues. Consent is additionaly hereby given to increase or decrease the specific named sum above to that of any amount determined by official convention action of the Michigan Council 25, AFSCME, AFL-CIO, in accordance with the provisions of its Constitution, or official constitutional action of my local union.

Signature of Employee ______________________ Local ______________

Name ______________________ Department ______________ (Print)

Address ______________ City ______________ Zip ______________ Phone ______________

112175

APPENDIX C

UNIT CLASSIFICATION WITH PRE-AUTHORIZED LEVELS

Pursuant to Article 13, Layoff and Recall Procedure, Section C.2., the following are the classification series in the Institutional Unit which will be considered as one classification:

Community Health
Activities Therapy Aide 6, 7, E8
Barber/Cosmetologist 7, E8
Child Care Worker 8, E9
Dental Aide 6, 7, E8
Domestic Services Aide 5, E6
Institution Training Technician 7, 8, E9
Physical Therapy Aide 6, 7, E8
Resident Care Aide 6, 7, E8
Teacher Aide 6, 7, E8

Corrections
Activities Therapy Aide 6, 7, E8
Dental Aide 7, E8
Teacher Aide 6, 7, E8

Education
Activities Therapy Aide 6, 7, E8
Domestic Services Aide 5, E6
Institution Training Technician 7, 8, E9
Resident Care Aide 6, 7, E8

Military and Veterans Affairs
Activities Therapy Aide 6, 7, E8
Physical Therapy Aide 6, 7, E8
Resident Care Aide 6, 7, E8

Family Independence Agency
Activities Therapy Aide 6, 7, E8
Professional Trainee (Bachelor's) 9-Youth Group Leader 9, 10, P11
Institution Training Technician 7, 8, E9
Teacher Aide 6, 7, E8
Youth Aide 6, 7, E8
Youth Specialist 7, 8, E9

Additional classification series may be added to this Appendix during the term of this Agreement upon mutual agreement of the parties.

APPENDIX D

Article 13, Section G & H

In addition to primary and secondary classifications, employees may place their names on recall lists in seniority order as indicated below:

Classification Laid Off From	Additional Classifications for Recall
Resident Care Aide	Activities Therapy Aide 6 Cook E6 * Launderer E6 * Physical Therapy Aide 6 Seamster E6 * Institution Worker E5 Teacher Aide 6 Youth Aide 6 Domestic Services Aide 5
Domestic Services Aide 5, E6	Cook E6 * Launderer E6 * Seamster E6 * Institution Worker E5
Domestic Services Aide 7	Activities Therapy Aide 6 Cook E6 * Launderer E6 * Physical Therapy Aide 6 Seamster E6 * Institution Worker E5 Teacher Aide 6 Youth Aide 6
Activities Therapy Aide	Cook E6 * Launderer E6 * Physical Therapy Aide 6 Seamster E6 * Institution Worker E5 Teacher Aide 6 Youth Aide 6 Domestic Services Aide 5

Practical Nurse E9, 10	Activities Therapy Aide 6 Cook E6 * Institution Worker E5 Launderer E6 * Physical Therapy Aide 6 Seamster E6 * Teacher Aide 6 Youth Aide 6 Domestic Services Aide 5
Child Care Worker 8, E9	Activities Therapy Aide 6 Cook E6 * Launderer E6 * Physical Therapy Aide 6 Seamster E6 * Institution Worker E5 Teacher Aide 6 Youth Aide 6 Domestic Services Aide 5
Cook E6	Domestic Services Aide 5 Institution Worker 5
Dental Aide	Activities Therapy Aide 6 Cook E6 * Launderer E6 * Physical Therapy Aide 6 Seamster E6 * Institution Worker E5 Teacher Aide 6 Youth Aide 6 Domestic Services Aide 5
Food Service Lldr-Prisoner E9	Activities Therapy Aide 6 Cook E6 Launderer E6 * Physical Therapy Aide 6 Seamster E6 * Institution Worker E5 Teacher Aide 6 Youth Aide 6 Domestic Services Aide 5

Youth Aide

Activities Therapy Aide 6
Cook E6 *
Launderer E6 *
Physical Therapy Aide 6
Seamster E6 *
Institution Worker E5
Teacher Aide 6
Domestic Services Aide 5

* Employees being placed on recall lists to these classifications must meet the minimum qualifications of the classification in accordance with Civil Service job specifications for that classification.

Employees may qualify for placement on the recall lists to other classifications within the Bargaining Unit if they meet the minimum requirements of the classification. Should a dispute arise concerning whether an employee meets the minimum qualification of the classification, then, the employer agrees to seek a expedited determination from the Department of Civil Service to resolve such dispute.

APPENDIX E

Work Locations/Agencies

As of 2/97

Department, Agency/Work Location

EDUCATION
- Schools for the Deaf and Blind - (Flint)
- School for the Deaf (Deaf Department)
- School for the Blind (Blind Department)

MILITARY AFFAIRS
- Grand Rapids Home for Veterans
- Jacobetti Home for Veterans

COMMUNITY HEALTH
- Central Office
- Caro Center
- Hawthorn Center (Northville)
- Kalamazoo Psychiatric Hospital
- Mount Pleasant Center

Northville Psychiatric Hospital
Clinton Valley Center (Pontiac)
Center for Forensic Psychiatry - (Ann Arbor)
Huron Valley Center
Southgate Center
Detroit Psychiatric Institute
Walter P. Reuther Psychiatric Hospital

FAMILY INDEPENDENCE AGENCY
- Flint Halfway House
- Academy Hall
- Bay Pines
- Park Place
- Pine Lodge
- Parmenter House
- Northwest Reception Center
- Western Wayne County Youth & Family Center
- Intake & Court Services
- Burton Center
- MRCB (Kalamazoo)
- Institutions:
  - W. J. Maxey Training School
  - Arbor Heights
  - Adrian Training School
  - Genesee Valley Regional Center
  - Nokomis Challenge Center
  - Showono Center

CORRECTIONS
- Adrian Temporary Facility
- Alger Maximum Correctional Facility
- Baraga Maximum Correctional Facility
- Brooks Correctional Facility
- Carson City Facility
- Carson City Temporary Facility
- Cassidy Lake/SAI Program
- Central Region
- Charles Egeler Correctional Facility
- Chippewa Correctional Facility
- Chippewa Temporary Correctional Facility
- Cooper Street Correctional Facility
- Corrections Camp Program
- Florence Crane Women's Correctional Facility
- G. Robert Cotton Facility
- Handlon Michigan Training Unit
- Hiawatha Correctional Facility

Huron Valley Men's Facility
Ionia Maximum Correctional Facility
Ionia Temporary Facility
Jackson Maximum Correctional Facility
Kinross Correctional Facility
Lakeland Correctional Facility
Macomb Correctional Facility
Marquette Branch Prison
Michigan Reformatory
Mid-Michigan Temporary Facility
Mound Correctional Facility
Muskegon Correctional Facility
Muskegon Temporary Facility
Newberry Correctional Facility
Oaks Correctional Facility
Parnall Correctional Facility
Reception and Guidance Center
Riverside Correctional Facility
Ryan Correctional Facility
Saginaw Correctional Facility
Scott Correctional Facility
Southern Michigan Correctional Facility
Standish Maximum Correctional Facility
Thumb Correctional Facility
Western Wayne Correctional Facility
Woodward Center

STATE POLICE
Training Academy
Headquarters

NATURAL RESOURCES

JOBS COMMISSION
Michigan Career Technical Institute (Plainwell)

APPENDIX F

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

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

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

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

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

APPENDIX G
Longevity Compensation Plan
Schedule of Payments

Years of Service	Equivalent Hours of Service	Annual Payments
6	12,480	
7	14,560	$260
8	16,640	
9	18,720	
10	20,800	
11	22,880	$300
12	24,960	
13	27,040	
14	29,120	
15	31,200	$370
16	33,280	
17	35,360	
18	37,440	
19	39,520	$480
20	41,600	
21	43,680	
22	45,760	
23	47,840	$610
24	49,920	
25	52,000	
26	54,080	
27	56,160	$790
28	58,240	
29	60,320	
30 & Over	62,400 & Over	$1040

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

APPENDIX H

A Flexible Benefits Plan will be implemented for all AFSCME Bargaining Unit members beginning FY97. The Flexible Benefits Plan shall be offered to all Bargaining Unit members during the annual enrollment process conducted during the summer of 1996 and shall be effective the first full pay period in FY97 or as soon thereafter as administratively possible.

The Flexible Benefits Plan will consist of the group insurance programs and options available to AFSCME Bargaining Unit members during FY97 with three exceptions: (1) financial incentives will be paid to employees selecting a new Catastrophic Health Plan rather than Standard Health Plan coverage; (2) a financial incentive will be paid to employees selecting a new Preventative Dental coverage rather than the Standard State Dental Plan; and (3) a financial incentive for employees selecting a new option available under life insurance coverage (one times salary or $50,000 rather than two times salary).

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

Incentives are paid each year and are the same regardless of an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FY97 will receive $1,300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan. Incentives to be paid during FY98 and FY99 will be determined in conjunction with the annual rate setting process. The amount of the incentive to be paid to employees selecting the lower-level of life insurance coverage is based on an individual's annual salary and the rate per $1,000 of coverage, and therefore may differ from employee to employee. Financial incentives under the Flexible Benefits Plan to employees electing Catastrophic Health and/or Reduced Life Plan will be paid bi-weekly. The Preventive Dental will be paid in lump sum.

LETTER OF UNDERSTANDING
MICHIGAN SCHOOL FOR THE BLIND

The parties agree, that due to the unusual circumstances existing at the Michigan School for the Blind, should the School for the Blind be co-located at the Michigan School for the Deaf, any Michigan School for the Blind employee who does not desire to relocate to the Michigan School for the Deaf shall be considered as a voluntary layoff and eligible for severance pay from the special severance pay fund. All criteria for severance pay must be met, except that the 75 mile radius qualification shall be waived.

LETTER OF UNDERSTANDING
DISABILITY MANAGEMENT

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

The parties recognize that employees may have certain temporary medical restrictions which prevent them from performing their full range of duties. Based solely on the availability of limited duty assignments and the medical limitations placed on employees, such employees may be given limited duty assignments. For the purpose of this Letter, "limited duty assignment" is defined as a Bargaining Unit assignment generally lasting ninety (90) calendar days or less which can be performed by employees whose medical condition does not permit them to perform all of the functions of their classification. Assignments in other bargaining units shall generally last thirty (30) calendar days or less. Employees are eligible for limited duty assignment because of illness or injury and because they are temporarily unable to perform their regular job duties at full capacity. Employees with work related injuries may be offered limited duty assignments. Employees with non-work related injuries or illnesses may volunteer for such assignments. If employees volunteer for limited duty assignments they shall do so by notifying the Agency Personnel Office and the Local Union in writing of their desire to return to work.

In accordance with Articles 16 and 17, employees on sick leave, Workers' Compensation or medical leave of absence must furnish the Employer the following medical documentation from their physician:

diagnosis and prognosis of illness or injury;

projected duration of disability;

any restrictions such as physical movement, and the length of the work day;

a schedule of prescribed physical or occupational therapy;

a description of all prescribed medications and/or prosthetic devices relating to the disabling condition.

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

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

In accordance with paragraph 2, limited duty assignments will generally be for a period not to exceed ninety (90) calendar days. Extensions may be considered on a case by case basis based on medical documentation.

Limited duty assignment shall be made in accordance with the physician's recommendations. Employees who feel they are unable to complete assignments within a pain free range will be required to notify their supervisor immediately and may be required to provide medical certification relating to the assignment. The Employer will make an effort to keep employees on the same shift and schedule while they are on limited duty assignment. There shall be no loss of pay or benefits for employees in limited duty assignments. Such employees may work both voluntary and mandatory overtime in accordance with the medical certification.

The Local Union and Agency shall attempt to reach agreement on a list of typical types of assignments which can be performed by employees with some restrictions. If no agreement is reached at the local level, the Agency will determine, on a case by case basis, what

duties an employee is able to perform. The Agency shall notify the Local Union President when an employee is returned and what the employee will be doing.

Employees are not required to accept such assignments. However, the Employer reserves the right to notify the State's Workers' Compensation insurance carrier that an offer of employment was made.

The Local Union shall be notified when employees are given limited duty assignments. The Union will also be notified as employees are returned to full duty.

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

LETTER OF UNDERSTANDING
PERSONAL LEAVE DAY

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

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

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

LETTER OF UNDERSTANDING
LENGTH OF SENIORITY VACATIONS

The parties agree that effective the first Labor Management meeting following Civil Service ratifications of this Agreement, the parties at the agency level may discuss the length of seniority vacations. Should agreement not be reached, the parties will be governed by the Primary Agreement.

LETTER OF AGREEMENT
COMPENSATORY TIME

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

LETTER OF AGREEMENT
EMPLOYEES AT ANNUAL LEAVE MAXIMUM

The parties agree that verification of discussion of the issue concerning scheduling of annual leave for employees approaching the maximum hour limit shall be one of the following:

1. Minutes of the Labor Management Meeting at which this item was discussed.

2. Signed documentation confirming that the subject was discussed at a labor management meeting. This documentation shall be signed both by a Representative of the Employer and a Representative of the Local Union.

ITEMS DELEGATED TO SECONDARY NEGOTIATIONS

FAMILY INDEPENDENCE AGENCY SECONDARIES

Article 5 Section A	Bulletin Boards
Article 5 Section B	Mail Service
Article 10 Section B	Labor-Management Meetings
Article 11 Section I	Foot Protection
Article 11 Section K	Damage to Personal Items
Article 11 Section L	Health and Safety Committees
Article 14 Section C	Assignment Locations
Article 14 Section C	Eligibility to Transfer to a Vacancy
Article 14 Section C.4.	Intradepartmental Transfer to a Vacancy
Article 14 Section L	Cross Employment Type Transfers
Article 14 Section Q	Permanent-Intermittent Employees
Article 15 Section B	Weekend Work
Article 15 Section E	PI Work Schedule Changes
Article 15 Section L.1(D)	Overtime Distribution
Article 16 Section B	Annual Leave Application and Scheduling
Article 16 Section F	Holiday Scheduling
Article 19 Section M	Uniform Allowance
Letter of Understanding	Re: Arbor Heights Center (Vacancy Transfer)

MILITARY AND VETERANS AFFAIRS SECONDARIES

Article 11 Section I	Nonskid Footwear for Food Service Employees
Article 11 Section K	Secure Storage Space for Personal Property
Article 14 Section C.1(b)	Designation of Assignment Locations
Article 14 Section Q.4	Permanent-Intermittent Employees
Article 14 Section Q.6	PI Minimum Call in Guarantee
Article 15 Section E	PI Work Schedules
Article 15 Section L.1(D)	Overtime Subdivisions
Article 15 Section L.2(A)	Voluntary Overtime (Jacobetti Home for Veterans only)
Article 15 Section L.2(B)	Involuntary Overtime
Article 15 Section N	Administration of Compensatory Time
Article 19 Section M	Uniform Allowance

CORRECTIONS SECONDARIES

Article 9 Section F	Grievance Processing
Article 11 Section I	Foot Protection
Article 11 Section K	Storage Space
Article 13 Section E	Bumping
Article 14 Section C.1(b)	Assignment Locations
Article 14 Section C.4	Intradepartment Transfer to a Vacancy
Article 15 Section L.1(D)	Overtime Subdivisions
Article 15 Section L.2(B)	Involuntary Overtime
Article 15 Section N	Compensatory Time
Article 16 Section A	Sick Leave Verification
Article 19 Section M	Uniform Allowance
Article 20 Section A	Work Location

EDUCATION SECONDARIES

Article 5 Section A	Bulletin Boards
Article 7	Reinstatement of Annual/Comp
Article 8	Compensatory Time for L/M
Article 10	Labor-Management Meetings
Article 11	Storage Space/Refrigerators
Article 13	Return from Seasonal Layoff
Article 14	Assignment Locations
Article 14 Section C	Work Away from the Dorm
Article 14 Section Q.4	Scheduling/Return from Furlough
Article 14	Minimum Call in - PI
Article 15 Section E	Work Schedule/PI
Article 15	Lounge/Eating Area
Article 15 Section L	Overtime Procedure/Roster, Involuntary Overtime, Voluntary Overtime, Subdivision
Article 15	Compensatory Time
Article 16	Annual Leave Scheduling Holiday Scheduling
Article 19	Training

Not allowing PI to work 4 days or less, Letter of Intent - Calendar

COMMUNITY HEALTH SECONDARIES

Article 8 Section A	Work Locations
Article 11 Section I	Foot Protection
Article 11 Section K	Secured Storage Space

Article 14 Section C	Assignment Locations
Article 14 Section C.1.(b)	Filling of Vacancies/Assignment Locations
Article 14 Section Q.4	Permanent-Intermittent Employees
Article 15 Section E	PI Work Schedules
Article 15 Section L	Overtime Procedure, Overtime Subdivision
Article 15 Section N	Compensatory Time
Article 16 Section F	Holiday Scheduling

JOBS COMMISSION SECONDARIES

Article 5 Section A	Bulletin Boards
Article 10	Labor-Management Meetings
Article 11	Storage Space/Refrigerators
Article 13	Return from Seasonal Layoff
Article 14	Assignment Locations
Article 14 Section Q.4	Scheduling/Return from Furlough
Article 15 Section E	Work Schedule/PI
Article 15	Lounge/Eating Area
Article 15 Section L	Overtime Procedure/Roster, Involuntary Overtime, Voluntary Overtime, Subdivision
Article 15	Compensatory Time
Article 16	Annual Leave Scheduling, Holiday Scheduling

Not allowing PI to work 4 days or less, Letter of Intent - Calendar

NOTES