3365

12/31/98

SECURITY UNIT AGREEMENT

between

MICHIGAN
CORRECTIONS ORGANIZATION
SEIU LOCAL 526-M, AFL-CIO

and

STATE OF MICHIGAN

January 1, 1996
December 31, 1998

Michigan, State of

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INTRODUCTION

This working Agreement is an expression of the mutual confidence and understanding existing between the Michigan Corrections Organization, Service Employees International Union, Local 526-M, AFL-CIO, and the State of Michigan. It is a framework which defines the rules, rights, and obligations affecting the relationship of the parties in their daily association, one with the other. It recognizes the importance of the principle of honesty, purpose, and the dignity of the individual.

It should be studied carefully so that all who are affected by it know what is expected of the worker and what is expected of management. Cooperative attitudes and cooperative actions make for the kind of teamwork which is essential to the success of our Labor/Management partnership.

It is intended that both parties in signing this contract have each pledged their solemn effort to making it work and produce for the betterment of the interests of all concerned.

Article 1

PREAMBLE AND PURPOSE

This Agreement is made and entered into on this 16th day of January, 1996, at Lansing, Michigan, by and between the State of Michigan and its principal Departments and Agencies (hereinafter referred to as the "Employer"), through the Office of the State Employer, and the Michigan Corrections Organization, Service Employees International Union, Local 526-M, AFL-CIO, 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provisions of the Michigan Civil Service Commission Employee Relations Policy Rule, as explicitly waived, amended, or superseded by the Civil Service Commission or other appropriate authority;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 over matters addressed herein;

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

5. Recognizes the continuing joint responsibility of the parties to provide efficient services to the public.

The Agencies and Departments, and the corresponding Chapters of the Union, are set forth in Appendix A of this Agreement. Additions or deletions to such schedule may be made by either party.

This Article shall not be the subject of a grievance except when cited in conjunction with another Article of this Agreement.

Article 2

RECOGNITION

Section A. Representation Unit.

The Employer recognizes the Union as the exclusive representative, certified by the State Personnel Director, on July 20, 1979, and on September 21, 1984 for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as defined by the Employee Relations Policy Rule for those employees in the Security Unit classes and levels identified in Appendix G of this Agreement.

All employees holding positions in classifications designated in Appendix G shall be covered by the provisions of this Agreement except as otherwise provided. Employees working in managerial, supervisory, or confidential positions are excluded.

This Agreement shall not automatically cover other classifications and levels that may be assigned to the Security Unit by the State Personnel Director after the effective date of this Agreement, unless the incumbents in such newly assigned class or level are already covered by this Agreement, or unless the parties expressly agree to such coverage during the term of this Agreement. The Union shall have the right to negotiate the wages, hours, and other terms and conditions of employment, which are proper subjects of bargaining, for newly assigned classes and levels to which these contract terms are not automatically applicable pursuant to the above.

Section B. New or Abolished 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. The Employer shall not request that unit positions be reclassified, reallocated, or retitled for the sole purpose of removing them from the unit except upon agreement of the Union, nor for the purpose of undermining the status of the Union as exclusive bargaining agent.

Nothing herein shall prohibit downgrading a position for training because a register of certified candidates for the higher level is unavailable. The provisions of this Agreement shall no longer apply to an employee in such position when it is returned to the level outside the Bargaining Unit from which it was downgraded.

Nothing herein shall prohibit either of the parties from exercising its unit clarification rights under the provisions of the Employee Relations Policy Rule.

Section C. Integrity of the Bargaining Unit.

As provided in this Agreement, Bargaining Unit work will normally be performed by bargaining unit employees and the Employer will not assign work for the sole purpose of reducing or eroding the Bargaining Unit. Consistent with Article 4, Section A.1., the State may continue to assign tasks performed in part by unit members to persons outside the Bargaining Unit where such assignment is an ongoing customary practice at that work location, or is due to improvements in work routines or systems, technological innovations, or similar efficiency measures, but shall not be done for the purpose of undermining the status of the Union as exclusive bargaining agent.

The Employer may also continue to utilize intern programs, work experience programs, resident programs, volunteer programs, and/or seasonal programs of the kind currently employed in facilities in this Bargaining Unit. The primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities. Non-employee participants in such programs shall not be used to avoid recall of Bargaining Unit employees on layoff.

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. In accordance with Section A. of Article 14 (Layoff and Recall Procedure), the Employer shall inform the Union of the economic or programmatic reasons for changes in work routines or systems that result in layoff or attrition of positions.

Section D. Work Performed by Supervisors.

Supervisory employees shall be permitted to perform work within the Bargaining Unit only to the extent that such work is authorized by a secondary agreement, or letter of understanding, or is a normal part of their duties as provided by Civil Service classification specifications, provided that this Section shall not diminish the custody and security responsibilities of any employee.

Except as provided in a secondary agreement or letter of understanding, Supervisory employees above the first level of supervision will not perform Bargaining Unit work except in cases of emergency, or in cases of instruction or training of employees, including demonstrating the proper method of accomplishing the tasks assigned.

The Department of Corrections shall only have the right to assign first line supervisors to a Bargaining Unit position when the number of unit employees scheduled for the shift who report for work is less than the authorized number of unit positions to start the shift, as determined by the custodial staff assignment sheet (CSAS), and the total number of Corrections Shift Supervisors IV, V, VI's present on the shift exceeds the total number of authorized supervisory assignments for the shift, as reflected in the CSAS in effect at that specific point in time, as approved by the department official designated by the director as having such authority and responsibility.

However, not more than one first line supervisor may be assigned to a bargaining unit position on a shift if the total number of Corrections Shift Supervisors IV, V, and VIs who are not on a layoff or leave of absence or workers' compensation exceeds the authorized supervisory complement (rounded up to the next whole number) for the shift as determined by the CSAS.

This section is not intended to restrict first line supervisors from performing unit work in the event of emergencies, providing instruction or training to employees, or demonstrating the proper method of performing assigned tasks. Providing relief for breaks or meals for bargaining unit employees will be allowed if no bargaining unit employees are available to provide such relief.

When a person must be called in to do Bargaining Unit work, it shall be a Bargaining Unit employee. The number of positions in the Unit shall not be reduced as a result of such supervisory assignments. For purposes of this Section, the term first line supervisor shall mean Corrections Shift Supervisor IVB, or such title given the class by the Department of Civil Service; the term authorized supervisory complement means the number of authorized supervisory assignments plus the relief factor for such supervisory assignments.

In Corrections Centers and Camps programs, current practice regarding use of supervisory employees may continue. However, the Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union and will, consistent with available resources, attempt to maintain that integrity.

The Union, the Department of Corrections, and the Office of the State Employer will establish a joint labor-management study committee to identify the circumstances under which supervisory employees may currently be performing work in Corrections Centers which is also performed by bargaining unit members in the Centers, and to formulate recommendations to the department on what steps may be undertaken to reduce the frequency with which such circumstances arise. The scope and timetable for completion of the study shall be determined by the joint study committee but shall include, to the extent practicable, ratios of supervisors to unit employees scheduled for work, annual leave scheduling, length of the work day, shift starting times, and experiences of other agencies deemed by the joint study committee to be similar to Michigan's Corrections Centers.

This issue of supervisory employees performing work also performed by bargaining unit members shall also be a subject of both facility and department-level labor-management meetings. Such use of supervisors shall not be effected in a manner calculated to erode the Bargaining Unit.

In the Department of Mental Health, first line supervisors may continue to be assigned in accordance with current practice to perform Bargaining Unit work in order to maintain minimum security level staffing and to fill in for the unscheduled absence of a bargaining unit employee until such time as a bargaining unit employee is at work and assigned to fill such position.

It is Management intent that a supervisor assigned to a Bargaining Unit position shall be expected to fill the vacant assignment and perform the full range of duties normally assigned to such position.

Local difficulties in administration of this Section, when caused by staffing and scheduling constraints, may be addressed at Labor-Management Meetings at the request of either party.

Section E. 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 mandatory subjects of negotiation, any changes or modifications shall be made only through negotiations with the Union.

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

Article 3

DEFINITIONS

Section A. Appointing Authority.

For purposes of this Agreement, the Appointing Authority shall be defined as the single Executive heading a principal Department or the Chief Executive Officer of a principal Department headed by a Board or Commission or those persons designated by them as being authorized and responsible to administer personnel and labor relations functions of the Department, Board or Commission.

Section B. 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:

A building or group of buildings which constitute a facility, correction center, or camp in the Department of Mental Health or the Department of Corrections.

It is understood that each of the Agencies listed in Appendix A of this Agreement is a separate work location. At SPSM each "complex", or other organizational unit which is headed by a Warden or Deputy Warden shall be considered a separate work location. The Central Complex is a separate work location, but may be reorganized into, or combined with, more than one work location. It is understood that the work location for CMAs in the Central Region will include Duane Waters, Egeler Facility, all SPSM complexes, and Cotton Facility. It is also understood that, except as may be agreed differently between the Department of Corrections and the Union:

- Resident Unit Officers in the psych unit of Duane Waters Hospital are a work location separate from the Egeler Facility work location, and that

- Staff from Huron Valley Men's Facility assigned to provide perimeter security, transportation, and sally port security at the DMH Huron Valley Center are in the Department of Corrections Huron Valley Men's Facility work location.

Section C. 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 of hours worked in the state classified service.

Section D. Secondary Negotiations.

As used in this Agreement, "Secondary Negotiations" is recognized as having that meaning provided in Section 6-2.1 (20) of the Civil Service Commission's Employee Relations Policy. No secondary negotiations on any subject shall take place except as specifically authorized by an Article of this (Primary) Agreement, or by mutual agreement of the Union and the Office of the State Employer. It is understood that no provision of a secondary agreement shall take precedence over any provision of this (Primary) Agreement.

Any agreements reached in secondary negotiations shall not be final or enforceable unless and until approved by the Office of the State Employer, the Union, and the Civil Service Commission. Secondary agreements shall not terminate simultaneously with this (Primary) Agreement and shall continue until replaced by a successor secondary agreement except to the extent necessary to bring the terms of such secondary agreement into agreement with the terms of this (Primary) Agreement. Should the parties fail to agree on any subject referred to or permitted in secondary negotiations by this Agreement or the mutual agreement of the Union and the Office of the State Employer, such subjects may be submitted to Impasse resolution procedures as provided in Section 6-9.1 through 6-9.9 of the Employee Relations Policy.

Section E. Letter of Understanding.

As used in this Agreement, a Letter of Understanding is a written understanding and/or agreement entered into between the Union and the Office of the State Employer which interprets, applies, supplements, modifies or amends one or more provisions of Civil Service Commission rule, policy or regulation (the subject matter of which is not a prohibited subject of bargaining), this Agreement or a secondary agreement; they are enforceable only as to their terms. Local agreements (such as mutually approved minutes of labor/management meetings), while instructive as to those parties wishes, expectations, and intent, are not Letters of Understanding.

Article 4

MANAGEMENT RIGHTS

It is understood and agreed by the parties that the Employer possesses the sole power, duty and right to operate and manage its departments, agencies and programs and carry out constitutional, statutory and administrative policy mandates and goals.

The powers, authority and discretion necessary for the Employer to exercise its rights and carry out its responsibilities shall be limited only by the express terms of this Agreement but subject to applicable Civil Service Rules. Any term or condition of employment other than the wages, benefits and other terms and conditions of employment specifically established, continued or modified by this Agreement shall remain solely within the discretion of the Employer to determine, modify, establish or eliminate.

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

1. Determine matters of managerial policy; mission of the agency; budget; the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, 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 from changes in conditions of employment shall be subject to negotiation requirements.

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

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 work rules which regulate performance, conduct, and safety and health of employees, provided that changes in such work rules shall be reduced to writing and furnished to MCO for its information as soon as possible, but prior to their implementation.

5. Such other rights normally consistent with the Employer's duty to furnish State services.

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. Any claim or complaint by the Union of failure or refusal of the Employer to bargain in good faith over the modification and remedy of a substantial adverse impact from a change in a condition of employment shall be subject exclusively to the procedures of the Employee Relations Policy Rule.

The parties recognize that prohibited subjects of bargaining have been, and during the term of this Agreement will continue to be, defined exclusively by the Civil Service Commission; that nothing herein is intended to regulate or interpret matters determined currently or in the future by the Civil Service Commission to be prohibited subjects of bargaining; and that the Civil Service Commission has the sole and exclusive jurisdiction to regulate and interpret prohibited subjects of bargaining.

Article 5

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 authorization from any of its employees covered by this Agreement, the Employer agrees to deduct from the pay due such employee those dues required as the employee's membership in the Union.

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 (FICA); individually authorized deferred compensation; Federal Income Tax; state income tax, local or city income tax; other legally required deductions; individually authorized participation in state programs; and enrolled employee's share of insurance premiums, if any. Membership dues deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

Such authorizations of employees transferred within the unit from one payroll office to another within the Department, or from one Department to another, shall not be cancelled as a result of such transfer within the Unit. When an employee returns from a leave of absence, layoff, or temporary promotion, the authorization shall be reactivated without further action on the part of the employee. An authorization of an employee who is permanently appointed to a position outside the unit shall be cancelled and no longer honored upon the effective date of such movement outside the Unit.

Section B. Revocation.

Such membership dues deduction authorization may be revoked by the employee, by furnishing written notice of such revocation to the Personnel Office of the employee's payroll center during the last thirty (30) day period immediately preceding the expiration date of this Agreement, or upon expulsion from membership by the Union. An employee who elects to terminate such dues deductions during this period shall immediately be subject to the provisions of Section D. below.

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 on or after the effective date of this Agreement shall, as a condition of continuing employment, honor such authorization until exercising their opportunity to terminate during the period provided for in Section B. of this Article.

Section D. Representation Fee Deductions.

An employee who has not submitted a valid individual voluntary Union Membership Dues Deduction Authorization Form to the Employer, shall, within thirty (30) calendar days following the effective date of this Agreement or following the date of employment in the Unit, whichever is later, as a condition of continuing employment, tender through payroll deduction to the Union a representation service fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's costs for services in negotiating and administering this Agreement, but not 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 C of this Agreement. Such authorization shall remain in force through the expiration of this Agreement, with the exception it shall be automatically cancelled at the time that a subsequent valid Membership Dues Deduction Authorization Card takes effect, and at the time the employee is permanently appointed to a position outside the Unit.

Section E. Enforcement Procedure.

The employee's financial liability to the Union for the amount of the required membership dues or representation service fee commences with the first day of this Agreement or the first day of employment in the Bargaining Unit, whichever is later. Any

such financial liability to the Union which arose under the immediately preceding contract, if not satisfied thereunder, shall be continued and enforceable under this Agreement. An employee who is restored to employment pursuant to a "make whole" (or full back pay and benefits) arbitration award, court judgment, or grievance settlement shall be liable for the dues or fees arising from the period to which the award, judgment or settlement applies, and the amount of such dues or fees shall be deducted from the "make whole" amount otherwise due. The Employer may, but shall not be obligated to, make arrangements with the employee and the Union, satisfactory to all, to permit the employee to satisfy the financial arrearage through additional payroll deduction authorizations. An employee who is pursuing reasonable efforts to satisfy an arrearage shall be exempt from discharge because of such arrearage.

Except as provided in subsection 5. below, the Employer shall automatically deduct from the pay to which the employee is otherwise entitled, and remit to the Union, a representation service fee as provided in Section D. above, after the following:

1. After thirty (30) days from the effective date of this Agreement or the first day of employment in the bargaining unit, whichever is later, the Union has notified the Employer in writing that the employee is subject to the provisions of this Section and has failed to become or remain a member of the Union in good standing or to tender the required service fee.

2. Within fourteen (14) calendar days from the date the Union so notifies the Employer, the Employer shall:

a. Notify the employee of the provisions of this Article;

b. Obtain the employee's response; and

c. Notify the Union of the employee's response.

3. In the event the employee thereafter fails to become a member in good standing of the Union, renew membership, or sign and return to the Employer or Union the "Authorization for Deduction of Representation Service Fee", the Union may request automatic deduction of the service fee by notifying the Employer with a copy to the employee, certified mail, return receipt requested.

4. Within seven (7) calendar days following its receipt of such notice from the Union, the Employer shall notify the employee, with a copy to the Union, that beginning with the next pay period it will commence deduction of the service fee and remit same to the Union. Thereupon, the Employer shall begin such deduction and remittance.

5. In determining whether compliance has occurred, the Employer may accept proofs from an employee who is a member of and adheres to established traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations, and that the Union acknowledges that the employee has paid an amount equal to the Union's dues to a non-religious, non-labor charitable organization which is exempt from taxation under Section 501(C) (3) of the Internal Revenue Code.

Section F. Remittance and Accounting.

Deductions for any biweekly pay period shall be remitted to the designated Union official of MCO, SEIU Local 526-M, AFL-CIO, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made, and the amount deducted, indicating whether it represents union dues or service fee, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the designated official of the Union an alphabetical listing, by Department and Agency, identifying those active employees who have valid dues or service fee deduction authorizations on file with the Employer for whom no deduction was made.

Section G. Legal Requirements.

The parties understand and agree that the provisions set forth in Article 5 shall only be applied in accordance with applicable law.

Section H. Unit Information Provided to the Union.

1. The Employer agrees to furnish the Union a computer report listing employees transferred between Agencies, on Leaves of Absence of any type including disability, layoff, and revocations of Union dues deductions. 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, when such a computer report becomes available to the Employer. This report shall be furnished at least once each calendar quarter thereafter.

2. The Employer shall, at the State's full cost of production to the Union, provide to the Union on a quarterly basis the names and home addresses of record of all employees within the Unit by Department and Agency indicating whether the employee is a member of the Union or pays a service fee. The first such list shall be produced within thirty (30) calendar days following the close of the pay period containing the date of ratification by the Civil Service Commission. Such listing of all Unit employees will be

remitted to the designated Union official and shall be based upon the active employee records during the first full pay period of a calendar year quarter. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.

Additional chapter or institutional employee lists will be provided to the Union on a quarterly basis upon request from the appropriate Union official.

Article 6

UNION RIGHTS

Section A. Bulletin Boards.

The Employer agrees to furnish space for Union bulletin boards in keeping with Appendix B of this Agreement for use by the Union to enable employees of the representation unit to see materials posted thereon by the Union. The size of new bulletin boards will normally be not more than 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 Chapter 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 posted. The bulletin boards shall be maintained by the President of the Local Chapter or his/her designee, and shall be for the sole and exclusive use of the Union.

Section B. Distribution Service.

The employing Departments agree to continue current practices regarding use of the State Mail System for grievance administration, subject to any modifications in such practice as may be required in accordance with Article 9 of this Agreement.

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

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.

At the Department of Mental Health Forensic Center and the Huron Valley Center, the Agency will supply the Union with a mail box, the structure and location of which shall be the same as other mail boxes at the Agency. The Agency will also provide a distribution tray immediately adjacent to the Union bulletin board to facilitate the distribution of bulk mail.

In the Department of Corrections, bulk distribution of Union material will be allowed at each work location. Distribution methods and locations may be discussed in Labor-Management Meetings. The Union will be entitled to either a shelf or a receptacle with the capacity to hold a sufficient supply of legal size paper to distribute bulk materials. If requested, such shelf or receptacle will be constructed and mounted by the Department. The Union will reimburse the Department for the cost of the materials and labor for construction only. Such receptacle shall be next to employee time clock or the Union bulletin board.

Department of Corrections work locations shall accept mail addressed to authorized Union officials delivered through U.S. Mail or the United Parcel Service. Union mail subject to security policies will be opened and inspected in the presence of a designated Union official.

Section C. Union Information Packet.

The Employer agrees to furnish to new employees of the Unit represented by the Union, including employees transferring in and returning from a formal leave of absence, a packet of informational materials supplied to the Employer by the Union. The Employer retains the right to review the material supplied and to distribute materials informing the employees of their rights, obligations, and benefits under this Agreement, Dues and Service Fee Authorization Cards, Union officials' names and jurisdictions, and materials concerning MCO and its affiliations.

Section D. Union Presentation.

During the first week of orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) not more than two Representatives who may speak briefly (normally twenty minutes) to describe the Union's office location, participation

in negotiations and general interest, rights, policies and obligations in representing employees. At least one (1) Employer Representative may attend said presentation as an observer, but shall not participate in and/or interfere with the Union presentation. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or defamatory to the Employer shall be contained in such presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer. The parties agree to adapt this Section to meet circumstances if the Department of Corrections institutes a "Central Academy" for new Correction Officer training.

Section E. Union Office Space.

Subject to its availability, the Employer agrees to provide reasonable office space to the Union readily accessible to employees at work locations with fifty (50) or more Bargaining Unit employees. Such office space shall be for the sole and exclusive use of the Union, and shall be provided without lease or charge, excluding telephone, unless required by applicable statute. Access and security will be in accordance with the rules of the local authority. The location of such offices under this contract shall be as provided in Appendix D of this Agreement. Other locations may be added during secondary negotiations or through letters of understanding. Stewards, Chief Stewards, and Chapter Officers shall be allowed access to the Office Space during their duty or off-duty hours as applicable, but will be required to comply with Employer's established security procedures.

Satisfactory usage and reimbursement arrangements will be made at the Agency level to permit Union officials at the Agency to use photocopying equipment.

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 Union's use of such office space, upon thirty (30) calendar days written notice to the Union, only due to operational requirements, failure to pay statutorily required changes, misuse by the Union or its Agents, or interference with state operations.

Where approval has been withdrawn due to operational requirements, and in areas where the Union is not currently occupying office space accessible to Bargaining Unit employees, Departments or Agencies will make good faith efforts to locate and furnish alternative office space which affords the Union reasonable geographic access to the largest feasible number of Bargaining Unit employees.

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

The Union agrees to indemnify and hold harmless the Employer (the State, any of its departments, agencies, officers, employees or agents) against any and all claims, suits, orders, judgments, attorney fees and costs brought or issued against the Employer arising out of the Union's occupying office space under this Article.

Section F. Union Meetings on State Premises.

The Employer agrees to furnish state conference and meeting rooms for Union meetings upon prior request of the Union, subject to approval by the appropriate local Employer Representative. Such approval shall not be arbitrarily withheld. Such facilities shall be furnished without charge to the Union. Union meetings on State premises shall be governed by operational and/or security considerations of the local authority.

Section G. Telephone Directory.

The Employer agrees to publish the telephone number and business address of the Union in the next State of Michigan telephone directory published.

Section H. Access to Premises by Union Staff and Off-Duty Officers/Chief Stewards.

The Employer agrees that non-employee staff representatives and off-duty Chapter Officers and Chief Stewards of the Union shall be permitted necessary access to the premises of the Employer during normal working hours upon advance or concurrent notice to the appropriate Employer Representative. Such access shall only be for the purpose of participating in Labor-Management Meetings, attending grievance conferences scheduled by the Employer, or required administration of this Agreement. Meetings for interviewing grievants or for other reasons related to the administration of this Agreement will normally be held in non-security, non-work areas. Access during other than normal business office hours shall only be upon advance notice and approval.

The Union agrees that such access shall be subject to operational or security measures established and enforced by the Employer, and shall not interfere with the assigned work duties of an employee.

The Employer reserves the right to designate a private meeting place whenever possible or to provide a representative to accompany the Union officer or representative

where operational or security considerations do not permit unaccompanied Union access. However, this provision shall not be construed to prevent Union access to lobby areas or to areas open to the general public. The Employer or its agents shall not interfere with any of the access rights outlined above. The Employer expressly reserves the right to limit the number of representatives permitted on the premises at any one time, and to suspend such access when necessary to maintain order and control in the work place, and during emergencies or mobilizations.

Access authorized by this Section shall be expedited wherever possible.

Section I. Union Identification.

Union staff members will be issued temporary identification cards for use at all Correctional facilities covered by this Agreement. Such identification shall be valid for not more than the effective life of this contract. Such identification shall be relinquished upon the termination of employment with MCO or upon the request of the Departmental Director or designated agent. The bearer of such identification shall be responsible for complying with sign-in and escort regulations.

Article 7

UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

To the extent that absence from work does not substantially interfere with the Employer's operations, 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 or Executive Council Meetings, state or area-wide Union committee meetings, state or international SEIU or AFL-CIO meetings or conventions; the period of release without pay shall include the time for actual attendance, as well as necessary travel time to and from the function. Except as may be mutually agreed to locally or on a case by case basis, an employee shall furnish his/her designated supervisor written notice of the employee's intention to attend such function at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 16, Section E., of this Agreement.

In addition to the notice from the employee required above, except as may be mutually agreed to locally on a case by case basis, the Union President or his/her designee shall also provide notice containing the name, Agency and Chapter of employees designated to attend such functions at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 16, Section E., of this Agreement. Such notice shall not be perfected unless confirmed in writing not later than the first Monday following the end of the pay period.

Such written notice shall be provided to the named employee's Appointing Authority. No employee shall be entitled to be released, and the Employer is under no obligation to permit repurchase of annual leave pursuant to these provisions, unless designated by the Union President or his/her designee as provided above.

The employee may utilize any accumulated leave time (holiday, compensatory, Plan B, annual, personal) 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, the employee may "buy back" such credits without limitation or restriction subject to the following regulations:

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

2. The employee may reinstate such expended credits used in the previous six (6) months by cash payment to the Department Personal Services Account at the employee's current daily rate. The employee shall forward to the Department the net amount of refund (gross salary less employee's federal, state and city withholding tax deductions, and social security tax). This provision shall be administered in compliance with applicable tax statutes.

3. Except as may be mutually agreed otherwise on a case-by-case basis, employees shall be allowed to exercise the option of reinstating annual leave for employees no more than four (4) times each fiscal year, and the required check to "buy-back" shall be submitted no later than August 1.

The Union agrees to furnish the Employer the name of the President's designee, in writing, within thirty (30) calendar days following the effective date, or date of ratification, of this Agreement, whichever occurs first.

Section B. Loss of Benefits.

Employees who have been granted leave without pay shall not continue to earn vacation, sick leave and length of service credits for such unpaid leave. The parties agree to minimize time lost from work.

Section C. MCO State-Wide Executive Council.

The Union will furnish to the Office of the State Employer in writing the names, Departments and Chapters of members of the Union's Executive Council within five (5) days after the designation of such members, or as soon thereafter as practicable. Notification of any changes in membership of the Executive Council shall be made in writing to the Office of the State Employer within five (5) days after such change.

Members of the Executive Council (not to exceed a total of two (2) from any institution, or three if mutually agreed on a case by case basis) of whose designation the Employer has been properly notified shall be granted time off without loss of pay, pursuant to Section E. of this Article, to attend meetings of the Executive Council. Except as may be mutually agreed to locally on a case by case basis, such member shall individually furnish his/her designated supervisor written notice of his/her intention to attend such meeting at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 16, Section E., of this Agreement.

Section D. Leave for Union Representation Activities During Working Hours.

Except as specifically provided by other Articles of this Agreement, employees shall be allowed time off without loss of pay during working hours to attend grievance conferences and hearings, Labor-Management Meetings, disciplinary conferences, meetings of committees if such committees have been established by this Agreement, or meetings called or agreed to by the Employer; such paid time off shall include necessary and reasonable travel time to and from the function when it occurs away from the employee's work location as provided in other applicable articles of this Agreement. Such leave shall be limited to employees who are entitled by the provisions of this Agreement to attend such meetings by virtue of being Union Representatives, Stewards, witnesses and/or grievants.

The Departmental Employer will honor directives issued by the Department of Civil Service concerning administrative leave for required attendance at meetings and hearings called and conducted by the Department of Civil Service. Leave granted under this Section shall not be charged to the Union's Administrative Leave Bank established in Section E. below. If an employee is not released to attend such meetings in accordance with the provisions of this Agreement or in the case of a justified emergency as claimed by the Appointing Authority, the Union may request the appropriate authority to postpone and reschedule such meeting. In those cases where the Union makes such request, the Employer shall grant or concur in such request.

Section E. Administrative Leave Bank.

Subject to the operational needs of the Employer and with adequate prior notice to the Departmental Employer, employees in this Unit designated in accordance with the provisions below shall be permitted time off without loss of pay during scheduled working hours to attend MCO Executive Board Meetings, Executive Council meetings, Union Conventions and/or Schools, or other valid internal Union business, subject to the following conditions:

1. An Administrative Leave Bank is established based on one (1) hour of Administrative Leave for each employee in the Unit. Such bank shall be computed and established on the basis of the number of employees in the Unit at the end of the pay period containing the Agreement effective date and shall be recomputed annually on the anniversary date (January 1st) of this Agreement thereafter.

2. Such Administrative Leave Bank shall be allocated and distributed among Departments in proportion to the percentage which unit members at each represents to the entire Unit.

3. Such Administrative Leave may be used only within the contract year in which it was granted with any remaining hours carried forward from one year to another.

4. Such Administrative Leave shall be granted in four (4) hour increments.

5. Upon the written request of the Union President or his/her designee, such Administrative Leave may be used for the annual leave buy-back authorized in Section A above. In such circumstance, the annual leave balance of the employee, if otherwise eligible for annual leave buy-back, shall be re-credited with the number of hours previously authorized for buy-back, and the Administrative Leave Bank shall be charged an equal number of hours.

It is agreed the Administrative Leave Bank provided herein replaces any Administrative Leave Bank for the Security Bargaining Unit granted by the Civil Service Commission, (or any previous contract) and on the effective date of this Agreement all leave previously authorized thereunder shall be rescinded and all such leave granted from such date forward shall be calculated in accordance with this Section.

The Departmental Employers shall establish a Supplemental Union Officials' Administrative Leave Bank ("supplemental leave bank") to be administered from a statewide salary and wage account in FY96-97, FY97-98 and FY98-99. The amount of the supplemental leave bank shall be $47,000 in the Department of Corrections and $3,000 in the Department of Mental Health in each of the three fiscal years. It shall be available solely for the purpose of providing funds to pay the wages (and directly related FICA and

retirement contributions) of properly designated representatives of the Michigan Corrections Organization when released from work to attend to legitimate internal union business (i.e., properly called Local or Chapter meetings, state- or area-wide MCO Committee meetings, MCO Executive Board or Executive Council meetings, state or international SEIU or AFL-CIO meetings or conventions), and only in accordance with Section A. of this Article.

Unspent and unencumbered balances in the supplemental leave bank at the end of the fiscal year are to be carried forward for such use in the subsequent fiscal year, as authorized by the Legislature.

The existence and use of this supplemental leave bank does not alter the right of properly designated representatives of the Michigan Corrections Organization to use administrative leave as provided in other articles and sections of this Agreement.

Section F. Release and Utilization of Administrative Leave Bank.

Except as may be mutually agreed to locally on a case by case basis, the employee shall furnish his/her designated supervisor written notice of the employee's intention to attend a function for which hours from the Administrative Leave Bank is authorized in this Article at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 16, Section E., of this Agreement.

In addition, except as may be mutually agreed to locally on a case by case basis, the Union President or his/her designee shall also provide notice containing the name, Agency and Chapter of employees designated or elected to attend such function at least two (2) work days in advance of the date work schedules must be established in accordance with Article 16, Section E., of this Agreement. Such notice shall be confirmed in writing to the named employee's Appointing Authority not later than the first Monday following the end of the pay period in which it was used.

No employee shall be entitled to be released and the Employer is under no obligation to grant such time off without loss of pay pursuant to these provisions, unless designated by the Union President or his/her designee as provided above.

Where an employee wishes to attend such function as listed above, and the employee desires a change in schedule with another employee capable of performing the work, the appropriate supervisor(s) will make a reasonable effort to approve the voluntary change of schedule between the two employees providing such a change will not result in overtime. Such approval shall not be arbitrarily withheld.

In the event the Administrative Leave Bank has been exhausted prior to the anniversary date of any year, employees so designated may utilize annual leave in accordance with the provisions of Section A. above.

Subject to the provisions of this Section, operational requirements and any overtime compensation considerations a Department may elect to establish, up to two (2) employees designated in writing by the Union President or Executive Director will be granted a Union Administrative Leave of Absence. To initiate such request, the Union President or Executive Director shall furnish the employee's Personnel Office with the employee's name, and the dates of the Leave of Absence; a commitment to reimburse the Employer for the straight-time 80-hour per pay period wages of the employee for each pay period, as well as all statutorily required payments and all of the Employer's share of contributions for Fringe Benefits in which the employee is enrolled, including Sick and Annual Leave; and, a commitment to indemnify the Employer for any and all liability arising out of any act or omission of the employee, and for any and all costs arising out of any injury, illness or disability to the employee which may be compensable under the State's Worker's Compensation Act, during the term of the Leave of Absence.

When placed on a Union Administrative Leave of Absence the employee's base wages shall be charged against the Administrative Leave Bank provided in Section E. of this Article. During the period of the Leave of Absence, the employee's status for pay, benefits, insurance, retirement, FICA, and other benefits shall be identical to Administrative Leave. However, the employee shall be considered as not subject to the direction and control of the Employer. Upon expiration of the Leave of Absence, the Employer shall furnish the Union with a bill and full accounting for all the payroll costs of the employee's Leave of Absence, which the Union shall pay to the Employer without delay. Upon receiving full payment from the Union, the Employer will re-credit the Administrative Leave Bank with the number of hours used by the employee for the Leave of Absence.

The Employer shall be entitled to establish reasonable limitations and conditions upon such leave to protect the integrity of and public confidence in the Departments' programs. The following limitations shall also apply:

1. The Union Administrative Leave of Absence shall be in increments of consecutive full pay periods, not to exceed twenty-six (26) pay periods.

2. Not more than four such Leaves of Absence shall be required per contract year (January 1 through December 31).

3. Not more than one employee from any work location shall be entitled to be on such Leave of Absence at any given time.

4. No request shall be granted if the balance of Administrative Leave Bank hours is not sufficient to cover the requested period of Leave of Absence, plus any other anticipated use of Administrative Leave during such period.

5. The Employer expressly reserves the right to cancel the Leave of Absence at any time prior to its authorized termination date, subject to two complete pay periods written notice to the employee and the Union or, in the event of emergency, seven (7) days written forenotice.

6. An employee in less-than-satisfactory service status, and a probationary employee, shall not be eligible to receive such Union Administrative Leave of Absence.

Article 8

UNION REPRESENTATION

Section A. Union Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented in the Grievance Procedure and for other purposes as provided in this Agreement, by a Steward, Chief Steward, Chapter President, or, at the discretion of the Union, an MCO Staff Representative.

The Union is entitled to designate a reasonable number of Stewards and Chief Stewards in accordance with this Section.

The Union may also designate one (1) alternate Steward for each Steward listed in Appendix L. The alternate Steward will have the same jurisdictional area as his/her Steward, and will only be entitled to act as a representative during the absence of the Steward from work. MCO or the Chapter President will provide a list of alternate Stewards to the Agency and Department Personnel Office as soon as possible after their designation. Alternate Stewards designated prior to the effective date of this Agreement shall continue to be honored until changed by the Union.

Stewards and Chief Stewards (and Alternate Stewards, if any) shall be employed or on leave of absence from a position in the Bargaining Unit and shall be representatives for all employees in the Bargaining Unit within their respective jurisdictional area.

1. Stewards: The Union shall be entitled to designate a Steward for each jurisdictional area as provided in Appendix L.

Steward Jurisdiction: The jurisdictional area of a Steward shall be the Bargaining Unit employment in the Steward's own Department and shall normally be limited to the following:

Where provided in Appendix L that a Steward may be designated for each shift (within a Complex, Work Location, or a Facility), the shift on which the Steward is regularly employed shall be the Steward's jurisdictional area;

Where provided above that the Union may designate one Steward per Facility, Center or Camp, the Facility, Center or Camp at which the Steward is regularly employed shall be the Steward's jurisdictional area.

2. Chief Stewards: The Union shall be entitled to designate Chief Stewards for the purpose of providing grievance representation at Step 2 and higher steps in more complex or contract interpretation disputes and, where designated in accordance with Article 11 of this Agreement, to participate in Labor-Management Meetings. Chief Stewards may be designated as provided in Appendix L.

Chief Steward Jurisdiction: The jurisdictional area of a Chief Steward shall be the Bargaining Unit employment in the Chief Steward's own Department and shall be limited as follows:

Where provided in Appendix L that one (1) Chief Steward may be designated for each Facility, Work Location or Complex, the Facility, Work Location or Complex at which the Chief Steward is employed shall be the Chief Steward's jurisdictional area.

Where provided in Appendix L that the Union may designate a Chief Steward for each Region, the Region in which the Chief Steward is employed shall be the Chief Steward's jurisdictional area.

3. Notice of Designation: The Union shall notify the Employer in writing of the names of the Stewards and Chief Stewards, with their jurisdictional areas as described above, as soon as possible after the effective date of this Agreement. The Union shall promptly notify the Employer of any changes or additions to such list of designated Stewards and Chief Stewards as soon as they are made.

In the event the Employer has a concern about the Union's designations and/or jurisdictional areas, a representative of the Union and the Employer will meet in a Special Conference at the request of the Employer to resolve such concerns.

Section B. Release of Union Representatives.

No Steward, Chief Steward or Chapter President shall leave work to engage in employee representation activities without first notifying and receiving authorization from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall it be unreasonably denied. In the event that approval is not granted for the time requested by such designated representative and the representation activity is within his/her jurisdictional area, the Union, at its discretion, may either request that a different Union Representative be released for such purpose or that the matter be postponed and rescheduled. Such a request shall normally be granted and under no circumstances shall it be unreasonably denied. In making such request, the Union will provide timely representation so that the activity would not be unreasonably delayed.

The Steward, Chief Steward, Chapter President or MCO Staff Representative shall not contact or interrupt the employee while at work without first notifying and receiving authorization from the employee's supervisor.

In the Department of Corrections Centers and Camps, the Employer shall not be obligated to release a Chief Steward from duty for any grievance conference at Step One unless: (1) The designated Steward at the Center or Camp at which the conference is being conducted cannot be released for operational reasons; and (2) such Center or Camp is within the Chief Steward's jurisdictional area.

The Employer shall not be obligated to release a Steward, Chief Steward or Chapter President for any grievance or disciplinary conference if the employee is being represented in such grievance or disciplinary conference by a Union Staff Representative.

At its discretion, and on a case by case basis, the Union may designate an MCO Executive Council member to act in lieu of the Chief Steward. In such circumstances, the MCO Executive Council member shall be entitled to enjoy the same rights and privileges as provided herein for the Chief Steward, if the MCO Executive Council member is employed in this Unit. At its discretion, the Union may also designate the Executive Council Member as the regular Chief Steward.

Release from work authorized in accordance with this Article shall be without loss of pay.

Section C. Right to Representation.

An employee shall be entitled to Union representation as provided for in this Agreement.

Section D. 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-level negotiation team who, if state employees, shall be employed or on leave of absence from a position in this Unit. By mutual agreement between the parties to such primary negotiations, the Union may designate up to seven (7) alternates who are employed in this Unit to participate in such negotiations based upon the issues scheduled on the negotiations agenda.

2. Secondary Negotiations. In the Department of Corrections, the Union shall be entitled to designate up to seven (7) secondary negotiation team members; in the Department of Mental Health, the Union shall be entitled to designate up to three (3) secondary negotiation team members. Secondary level negotiation team members shall be employed or on leave of absence from a position in this Unit in the Department to which such secondary negotiations pertain.

3. Pay for Union Negotiation Committees. Not more than twelve (12) primary level negotiation team members, and not more than seven (7) Department of Corrections and not more than three (3) Department of Mental Health Secondary Negotiation Team Members, shall normally be entitled to be released from scheduled work to participate in negotiations.

Such release shall normally be granted and under no circumstances shall unreasonably be denied. Such employees shall lose no normal pay, benefits, or leave credits while attending mutually scheduled negotiation meetings, provided that in primary negotiations not more than one (1) employee from any facility (two from SPSM and from any other facility at which a Statewide Executive Board member is employed) shall be entitled to be released from work to attend such negotiations without loss of pay, benefits, or leave credits. Overtime, travel time and travel expenses are not authorized. For purposes of this Section, properly designated Union representatives from the afternoon or night shifts shall be permitted an equivalent amount of time off from scheduled work on the upcoming or previous shift.

Section E. Shift Preference.

In the Corrections Department, Chapter Presidents, Chief Stewards, and MCO Executive Council members (if employed in the Unit) will be granted superseniority for the

purpose of selecting the shifts and days off (where appropriate) that would be the most convenient for such Union official to have the necessary contact with management in order to carry out responsibilities under this Agreement. Work crew leader and transportation positions shall be exempt from this superseniority provision, although nothing shall preclude Union officials from using their actual seniority to attain such positions. This selection will be made on the basis of the first available opening after the Union official properly makes his/her selection known under Sections C.1. and C.3. of Article 15.

Such Union officials who leave office shall move to the shift (or days off, where appropriate) that they came from prior to entering office, or other shift or days off which their seniority qualifies them for upon the first available opening (provided they are properly on the list for transfer under Article 15, Sections C.1. and C.3.a.). Nothing in this article shall preclude such Union officials from bidding on a preferred shift using the shift transfer list provided for in Article 15, based upon their actual seniority.

In the Department of Mental Health, the Chapter Presidents and Chief Stewards (if employed in the Unit), will be granted superseniority for the purpose of preference for shift transfer and regular days off, but only for the term of their respective office. If, upon termination from office, such Union official is currently on the Shift Transfer List such official will have his/her name placed on the list based solely upon his/her seniority as defined in Article 13, Section C., of this Agreement. If, upon termination from office, such Union official's name is not currently on the Shift Transfer List, the official may, upon request, have his/her name placed on the list in accordance with Article 15, Section C., of the Agreement and the waiting period, if any, will apply.

Difficulties in administering this section will be addressed and resolved in local level Labor-Management meetings.

Article 9

GRIEVANCE PROCEDURE

Section A. General.

A grievance is defined as a written complaint alleging there has been a violation, misinterpretation or misapplication of any provision of this Agreement; alleging a violation of any condition of employment established or continued in this Agreement, or in any Employer rule, policy, law, procedure, or regulation, if such condition of employment is a mandatory subject of bargaining under the Civil Service Employee Relations Policy; or a

claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation arises out of an existing mutually accepted past practice pertaining to a condition of employment which is or would have been a mandatory subject of bargaining. A claim concerning an appointment to a position outside this unit is not a grievance under this Agreement.

The grievance procedure provided herein is the exclusive procedure of the parties and supersedes any previous procedure. The premises upon which this procedure is predicated are good faith and the mutual responsibility of both the Union and the Employer to determine, process, discuss, answer and, where appropriate, adjust all grievances in a timely fashion and within the scope of the parties' authority.

Grievance decisions or settlements reached at Steps 1, 2, or 3 (or prior to an Arbitration Award) shall not be precedent setting or prejudicial with respect to any other case, past, present or future, unless expressly provided by its own terms. No party shall interfere with the right to prompt, orderly, and timely grievance administration through abuse of this procedure.

Employees shall present grievances either through the designated Union Representative, or directly, at the first step of the grievance procedure. If the employee files the grievance directly, the employee must obtain the appropriate form from the Union (or Personnel Office), which will be recorded pursuant to current practice. The employee shall be responsible to supply the Union with a copy of the original statement of grievance, if not previously provided, as well as the appropriate step answer. No further discussion shall be had on the grievance until the appropriate Union Representative has been afforded a reasonable opportunity to be present at any grievance meeting(s) with the employee(s), and provided further that any settlement reached shall be communicated to the Union and shall not be inconsistent with the provisions of this Agreement.

In accordance with the terms of this Agreement, an employee who has a complaint may present it orally to his/her supervisor without initiating the grievance procedure because it is the intent of the parties to attempt to resolve problems before they become grievances.

Only related subject matter shall be addressed in any one grievance. The grievance shall contain the clearest possible statement of the grievance by indicating the issue involved, the relief sought, the date the incident or alleged violation took place, and the specific section or sections of this Agreement involved. The grievance shall be presented to the appropriate supervisor on a form mutually agreed upon and supplied by MCO and the Employer, and shall be signed and dated by the grievant(s) and/or the Steward.

All grievances shall be presented promptly, and no later than fifteen (15) week days from the date the employee first became aware or, by the exercise of reasonable diligence,

should have become aware of the cause of such grievance. Week days, for the purpose of this Article, are defined as Monday through Friday inclusive, excluding contractual holidays.

It is expressly understood and agreed that the specific provisions of this Agreement take precedence over policies, rules, regulations, conditions and practices contrary thereto. No expansion or modification of this Agreement shall be made except by written mutual agreement between the Employer and the Union.

The parties agree that the universal principle of labor relations which provides that employees shall work while grieving is to be applied in interpreting this Contract.

Neither the Employer nor the Union will release names of grievants or details of grievances in a manner which the party knows, or should expect, would embarrass a grievant or a supervisor.

According to the terms of this Agreement, MCO retains jurisdiction over all grievances including, but not limited to, adjusting, appealing or withdrawing.

However, the Employer expressly reserves the right to require an individual employee to sign a release in conjunction with a grievance settlement if the grievance alleges employment discrimination or other tortuous conduct on behalf of the Employer.

Where an employee withdraws from a grievance as part of a settlement in a lawsuit pertaining to the same facts giving rise to the grievance, such withdrawal by the employee from the grievance shall not impair the right of the Union to pursue the grievance principles to protect the collective interests of the bargaining unit members as a whole.

When an individual grievant(s) or MCO is satisfied with the resolution of a grievance offered by the Employer, processing the grievance will end. However, when acting in the collective interests of unit members, the Union may initiate and continue to grieve violation(s) concerning the application or interpretation of this Agreement. Such grievance(s) shall identify, to the extent possible, individual employees and/or classes with examples of employees affected. MCO itself may grieve alleged violations of rights conferred solely upon the Union by this Agreement; such grievance(s) shall be filed at the appropriate step by a Chief Steward or Union officer designated by the Union to act in such capacity.

Grievances 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 agreed upon advanced step where the action giving rise to the grievance was initiated or where the requested relief could be granted. The Union shall not be required to file a grievance at a step below the level at which the action giving rise to the grievance took place.

Group grievances are defined as, and limited to, those grievances which cover more than one employee and which pertain to like circumstances and facts for the grievants involved. Group grievances, to the extent possible, shall name employees and/or classifications with examples of employees covered and may, at the option of the Union, be submitted at Step 2 or 3, as appropriate. Group grievances shall be so designated at the first appropriate step of the grievance procedure.

There shall be no appeal beyond Step 3 on initial probationary service ratings or separation of initial probationary employees which occur during or upon expiration of the probationary period.

Counseling memoranda and reprimands are not appealable beyond Step 3, but the Union may seek a redetermination in a counseling memorandum grievance as provided below.

Less-than-satisfactory service rating grievances of employees who have successfully completed the initial probationary period may be appealed by MCO to Arbitration.

Redetermination on Counseling Memoranda: The Union may seek a redetermination of a Step 3 denial of a grievance over formal counseling by submitting the reasons and facts for such appeal to the involved employee's Department Personnel Director within fifteen (15) weekdays of receipt of the Step 3 grievance answer. Such appeal will be submitted in writing by the MCO President or MCO Director and will contain a request to re-evaluate the denial, the specific rationale behind the request, any new facts not available at previous steps, and the relief sought.

Upon receipt of such appeal, the personnel director will evaluate the facts and fairness of such formal counseling based upon the information received in the appeal, any necessary further investigation, and submit findings to the initiating party within fifteen (15) weekdays (unless mutually extended) of receipt of appeal or conference, if applicable.

No conference or meeting will be held on any formal counseling appeal unless the parties mutually agree that the facts of such case are too complex to be appealed only in writing and would better be served by a meeting on the matter.

It is the intent of the parties that the Union will only appeal those cases where it is apparent the facts of the case were not fully communicated at Step 3.

Nothing herein shall be construed to permit the appeal of any grievance regarding a counseling memorandum beyond such redetermination procedure.

Section B. Grievance Procedure.

An employee having a complaint is encouraged to present such complaint to his/her immediate supervisor who will make a good faith effort to adjust such complaint within the scope of his/her authority. However, grievances must be filed within the time limits described in Step 1.

Step 1: If a complaint is grievable and not adjusted to the employee's satisfaction, the grievance shall be reduced to writing on the mutually agreed upon form over the employee's and/or Steward's signature and presented to the immediate supervisor within fifteen (15) weekdays from the date the employee first became aware of or, by the exercise of reasonable care, should have become aware of the cause of such grievance. If the employee files the grievance directly, the employee must obtain the appropriate form from the Union (or Personnel office) which will be recorded pursuant to current practice. The employee shall be responsible to supply the Union with a copy of the original statement of grievance, if not previously provided, as well as the appropriate step answer. The immediate supervisor will, within five (5) weekdays from receiving the written grievance at the request of either the grievant or the MCO Steward or, at the option of the supervisor, conduct a conference with the grievant and/or the MCO Representative to resolve the grievance, if possible, and return a written answer to the employee and the designated MCO Representative.

Step 2: If satisfactory settlement is not reached at Step 1, to be considered further, within five (5) weekdays from receipt of the written answer in Step 1, the grievance shall be appealed by the Chief Steward, or Steward to the Step 2 official designated by the Department. The parties, upon request of either the Union or the designated official, will meet to discuss and resolve the grievance if possible. The grievant shall be entitled to attend if such attendance is requested by the Union or management official. A written answer will be returned to the grievant and designated MCO Representative within fifteen (15) weekdays from receipt of the written appeal to Step 2. The Union will provide written confirmation to the Department of the appeal or withdrawal of each grievance between Step 2 and arbitration.

Step 3: If satisfactory settlement is not reached at Step 2, to be considered further, within twenty (20) weekdays from receipt of the Step 2 written answer, the grievance shall be appealed to the Departmental Appointing Authority (or designee) by the MCO Central Office. The grievant shall be entitled to attend the Step 3 conference if such attendance is requested by the Union or management official. The Departmental Representative may meet with the designated MCO Representative to attempt to resolve the grievance; however, such meeting shall occur concerning suspension without pay, less-than-satisfactory ratings (for non-probationary employees only), discharge or demotion. A Step 3 conference is discretionary, and is not mandatory, for a grievance concerning a

probationary employee who has received a less-than-satisfactory service rating, but which does not involve the employee's discharge. The written answer of the Step 3 official will be provided to the grievant and the designated MCO Representative within thirty (30) calendar days from the receipt of the written appeal to Step 3. The above time limits may be extended by mutual agreement of the parties.

Departmental Pre-Arbitration Appeal: If satisfactory settlement is not reached on the basis of the Employer's Step 3 written answer or if no answer is provided within the Step 3 time limits, or agreed upon extension, and if the grievance is scheduled for Arbitration by the MCO Executive Board or its agent, a designated representative(s) of the Department where the grievance originated shall, upon request of the MCO Executive Director or State President, meet with such MCO officials to discuss the grievance. As necessary and upon mutual agreement, an MCO Executive Board Member or Chapter President may be designated by the President to attend as an Alternate, provided that such Alternate is not the grievant. An effort shall be made at such meeting(s) to arrive at a fair and equitable settlement to avoid the necessity of an arbitration hearing. Such settlements, if reached, shall be confirmed in writing. The Union shall provide a copy of all pre-arbitration appeal settlements to OSE within fifteen (15) calendar days of receipt by the Union. For the purpose of this Section, the Departmental Representative shall be other than the official who answered at Step 3. In the event more than one Departmental Representative attends such meeting, one of the Departmental Representatives may be the Step 3 official.

Section C. Arbitration.

If satisfactory settlement is not reached at the final Departmental Step, only the MCO Executive Board or its agent may appeal the grievance to Arbitration within twenty-five (25) weekdays from the date of transmittal of the Step 3 answer or the date by which Step 3 requires an answer to be provided. Such time limits shall be extended pending receipt of the pre-arbitration answer, or conclusion of the Union's internal 30 calendar day appeal process. A copy of the arbitration demand shall be served upon the departmental employer and the Office of the State Employer.

If an unresolved grievance is not timely appealed to Arbitration, it shall be considered closed without prejudice or precedent in the resolution of other grievances.

In the event a non-disciplinary contract interpretation or application grievance has been properly filed for Arbitration, at the request of MCO, the departmental employer or the Office of the State Employer, a pre-arbitration conference between a representative of the Office of the State Employer, the Department, and the Union shall be held for the purpose of clarifying, stipulating and recording the issues to be arbitrated including any dispute related thereto, and to attempt to arrive at a fair and equitable settlement. All threshold issues shall be raised, if known, prior to the arbitration hearing.

The Arbitrator shall be selected and the hearing conducted under the rules of the American Arbitration Association. The Federal Mediation and Conciliation Service or the Michigan Employment Relation Commission may be used for such purposes by mutual agreement between the parties.

In addition, the parties agree to mutually explore an alternative grievance resolution process involving the Department of Civil Service, which process would include the following elements: The scope of the procedure would be limited to only those cases which the parties have mutually agreed to submit to such procedure; only those cases involving disciplinary suspensions will be eligible for this procedure; the decision of the Civil Service Hearing Officer must be rendered within 10 weekdays; the decision shall include no explanation or rationale other than an indication of whether the grievance is granted or denied; the decision of the Civil Service Hearing Officer shall be final and binding on all parties.

The expenses and fees as billed by the Arbitrator shall be borne by the losing party. The Arbitrator shall have the authority to prorate the cost where a decision does not clearly state which party is the losing party. The filing fee shall be paid by the losing party. The expenses of a hearings reporter shall be borne by the party requesting the reporter unless the parties jointly agree to share such costs.

The parties may propose consolidation of grievance arbitration cases for arbitration hearings where such cases concern similar issues. The parties will continue to discuss an expedited grievance arbitration or mediation procedure, as well as the types of cases which will be subject to such expedited procedure.

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 MCO or the Employer any rights or privileges which were not obtained or preserved in the contract provisions.

Subject to the provisions of Civil Service Commission Rules 6-9.9 and 6-9.10, the decision of the Arbitrator will be final and binding on all parties to this Agreement and an Arbitration decision shall not be appealable to the Civil Service Commission. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing. However, 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.

Section D. Time Limits.

Grievances not appealed within the designated time limits of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Employer within the designated time limits at any step of the grievance procedure shall be considered automatically appealable to the next step. When the Employer does not provide the required answer to a grievance within the time limit provided at Steps 1, 2 and 3, the time limits for filing at the next step shall be extended for ten (10) additional weekdays, unless mutually extended further. The time limits at any step or for any conference may be extended by written mutual agreement of the parties involved at that particular step.

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

Section E. Retroactivity.

Settlement of any grievance 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 at the First Step.

Employees who voluntarily terminate their employment will have their grievances immediately withdrawn unless such grievance directly affects their status upon termination or a claim of vested money interest in which cases the employee may benefit by any later settlement of a grievance in which they were involved. All claims of back wages based on involuntary separation shall be limited to the amount of base, holiday, and shift premium wages, excluding incidental overtime, the employee would otherwise have earned, less any unemployment compensation, workers compensation, long-term disability benefits, social security benefits, welfare payments or compensation from any employment or other source received during the period for which the back pay is awarded; however, earnings from approved supplemental employment shall not be deducted.

Section F. Exclusive Procedure.

The grievance procedure set out above is exclusive and replaces any other grievance procedure for adjustment of any contractual disputes, including all parts of Article VIII, except current Part 4, Appeal Procedure for Civil Service Bureau Actions, of the Department of Civil Service Employee Relations Policy and Regulations, as amended. Disputes concerning prohibited subjects of bargaining shall not be subject to this procedure, as this contract does not make any guarantees with respect to such matters.

Section G. Processing Grievances.

Immediately prior to a mutually scheduled meeting with management at each step of the grievance procedure, the grievant and the designated MCO Representative will be permitted a reasonable amount of time, normally 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 (1) designated Steward or Chief Steward will be permitted to process a grievance without loss of pay. In a group grievance two (2) grievants and one (1) designated MCO Steward or Chief Steward shall be entitled to appear without loss of pay.

Grievance meetings as provided in Step 1 shall normally be held during the regularly scheduled hours of employment of the grievant. Grievance meetings as provided for in Step 2 and involving 2nd or 3rd shift employees shall be held as conveniently as possible to the grievant's shift and normally immediately precede or follow the grievant's shift by one (1) hour. If a grievant, designated Union Representative, or necessary witness is required to attend a grievance conference or arbitration hearing scheduled away from his/her work location and at a time outside their regular shift, such employee shall be permitted to attend such meeting or hearing without loss of pay. A third shift employee shall be allowed reasonable travel to and from the work place and shall receive equivalent time off the following shift only, if such employee's next shift is scheduled to commence within sixteen (16) hours from the termination of the hearing or meeting. Current practice for second shift employees shall continue. Travel expenses and overtime are not authorized.

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

The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees only for just cause. A non-probationary employee who alleges that such action was not based on just cause may

appeal a demotion, suspension, or discharge taken by the Employer beginning with Step 3 of the grievance procedure. All other disciplinary action and less-than-satisfactory service ratings may be grieved at the appropriate lower step of the grievance procedure.

Probationary employee appeals are limited in accordance with Section A. of this Article.

Section H. Documents and Witnesses.

Upon written request, the Union shall receive specific documents or records available from the Employer 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.

Upon request, prior to a scheduled Arbitration Hearing, all documents not previously provided or exchanged which either party intends to use as evidence will be forwarded to the other party. However, such response shall not limit either party in the presentation of necessary evidence.

Arbitration Hearings will be held at the location which best minimizes time lost from work. At least ten (10) weekdays before a scheduled Arbitration Hearing, the Union shall provide the Employer a written list of the witnesses it plans to call and who it requests to be relieved from duty. Nothing shall preclude the calling of previously unidentified witnesses.

Employees required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return promptly to work when their testimony is concluded 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.

In the event the arbitration hearing is held on the witness's workday at other than the witness's scheduled work time, for purposes of pay only, the properly designated union witness shall be permitted an equivalent amount of time off (including reasonable and necessary travel time if held away from the witness's work location) from scheduled work on his/her upcoming or previous shift or, by mutual agreement, on another day in the pay period.

Article 10

DISCIPLINARY ACTION

Section A. General.

The Union recognizes the authority and responsibility of the Employer to take timely disciplinary action against employees for just cause. For purposes of this Article, disciplinary action or investigation to determine whether disciplinary action should be taken is timely when commenced within fifteen (15) weekdays following the date on which the Employer had reasonable basis to believe that such action or investigation should be taken. Disciplinary action includes: written reprimand; involuntary demotions; suspension without pay; forfeiture of accrued annual leave in lieu of suspension; and discharge. The suspension without pay of a probationary employee during or at the end of the pay period in which the initial probationary period expires, pending separation for unsatisfactory service, as well as the separation itself in such circumstances, shall not be considered disciplinary action for purposes of this Article.

A demotion will not be considered disciplinary action if it is a result of the employee failing to satisfactorily complete a required probationary period upon promotion or transfer; in conjunction with the layoff or "bump" of the employee; or the voluntary or contractually required transfer or reassignment of the employee to a position allocated at a lower level, if voluntary, or required by Civil Service merit-based rules, or this contract, if unaccompanied by disciplinary action of some other kind.

Placing an employee on "lost time" (leave without pay) for the period of an employee's unauthorized absence from work shall not be considered disciplinary action. However, if the employee has requested authorization to use accrued leave credits for such time and it is denied, the denial shall not be exempt from the scope of the grievance procedure solely on the basis that the denial is not disciplinary action.

The decision whether to offer an employee the option to forfeit accrued annual leave, or assess the suspension, shall be in the sole discretion of the Employer, and is not grievable.

Just cause for disciplinary action will include, but not be limited to:

a. Failure to carry out assigned duties and responsibilities required by the Employer;

b. Conduct unbecoming a state employee;

c. Unsatisfactory service;

d. Violation of Employer work rules, policies, regulations or directives pertaining to performance, conduct or safety.

Section B. Investigation.

The parties agree that disciplinary action must be supported by timely and accurate investigation, but investigations need not be unduly prolonged. The Employer has the right to receive prompt, truthful answers to questions put to the employee concerning any matter regulated by the Employer, related to conduct or performance, or which may have a bearing upon the employee's fitness, availability or performance of duty.

When, in the course of any disciplinary investigation, a written statement of any kind is requested from an employee, the employee shall be given the request in writing and the employee shall to the best of his/her ability provide an accurate and truthful written statement on the matter being investigated, including answers to any specific questions included in the request. The employee shall be afforded a reasonable time to respond without undue delay. A copy of the written response shall be provided to the employee who shall have the opportunity to review, amend, change or correct said statement no later than the end of the employee's next regularly scheduled work shift. Such statement shall not be considered or used until the time period set forth herein has elapsed. However, when the employee's own conduct is the direct object of the investigation, the employee shall have the opportunity to confer with a union representative, if readily available, before submitting such statement.

In the event the investigatory interview is recorded, videotaped, or a verbatim transcribed record of the interview is created by the employer, the employee shall be permitted a union representative during the interview. The employer will provide a copy of the recording, videotape or transcript to the employee when it becomes available to the employer. The employee may file a statement with the employer requesting amendment or correction of his/her statements reflected in the record of the interview no later than 24 hours following receipt of the record of the interview from the employer. Such employee statement, if timely filed, shall become part of the record of the interview to the extent it pertains to the subject matter of the interview.

[NOTE: When a critical or unusual incident report is required, the employee may be required to provide a narrative statement of events without the necessity of specific written questions. Such report shall be provided promptly and accurately to the best of the employee's ability.]

Where, as a principal in an investigation, an employee is directed to report on his/her own conduct to a patient or resident abuse committee or Fact Finding investigation by an appointed Fact Finder, making any determination which may result in disciplinary action for the employee, the employee shall have the right to appear, to have Union representation, to suggest witnesses to be interviewed and to submit relevant documents. If a formal hearing is conducted in addition to the above, the employee shall also be entitled to call and question any witnesses. The employee and the Union, through the employee, shall receive a copy of any findings, and have an opportunity to rebut the findings and reports to his/her Appointing Authority, within five (5) weekdays, before a decision is issued concerning any disciplinary action.

When a recipient rights investigation or other preliminary investigation results in a report or finding containing information detrimental to an employee's good standing, or which would constitute a basis for disciplinary action, the right to a subsequent disciplinary conference as provided by Section D. of this Article shall still apply, at which the right to Union representation shall also apply.

The employer shall not require or attempt to persuade an employee to take a polygraph examination, lie detector test or similar test of the employee's veracity in the course of a disciplinary investigation. The employer shall not discipline or discriminate against an employee solely on the basis that the employee refused or declined to take a polygraph examination, lie detector test or similar test of the employee's veracity in the course of a disciplinary investigation.

It shall be the policy of the Employer to not take disciplinary action in the course of an investigation, except as provided in Sections C. and G. below.

Whenever, as a result of an investigation, disciplinary action is or may be appropriate, a disciplinary conference shall be held with the employee in accordance with Section D. of this Article.

Whenever an investigation does not result in disciplinary action, the finding of the investigation shall be communicated to the employee(s) under investigation. Upon request of the employee under investigation, such findings will be confirmed in writing.

Section C. Suspension for Investigation.

The Employer may suspend an employee from duty, with or without pay, for investigation. A suspension for investigation without pay may be assessed against an employee when, based upon preliminary investigation, the management official responsible for administering the employee's work location forms a reasonable belief that criminal activity may be involved. A suspension for investigation which does not involve criminal

matters shall not exceed a total of seven (7) calendar days. In the event no disciplinary action has been taken by the end of the seven (7) calendar period, the Employer shall either return the employee to active employment status, or convert the suspension to a suspension with pay (administrative leave).

An unpaid suspension for investigation which is based upon a reasonable belief that criminal activity may be involved shall not exceed seven (7) calendar days.

The employee shall lose no pay or benefits for the period of the temporary suspension which exceeds seven (7) calendar days. If a disciplinary action suspension without pay is fewer days than the suspension without pay for investigation, the employee shall be paid for the difference in the regularly scheduled hours of work, including any overtime to which the employee would have been entitled due to observance of a contractual holiday.

If no disciplinary action is taken, the employee shall be made whole.

Section D. Disciplinary Conference.

Whenever the Employer determines that disciplinary action may be appropriate, a disciplinary conference shall be promptly scheduled and held with the employee pursuant to this Article. Emergency action suspensions shall be an exception.

Only upon mutual agreement between the employee and the convening management official, or in an emergency, shall a disciplinary conference be scheduled for the employee's regular day off. Subject to the same exceptions, the disciplinary conference shall be scheduled for the employee's own shift, or, in the case of a night shift employee, within one hour from the beginning or end of the employee's shift. All disciplinary conferences shall be considered as the employee's work time. Such conferences may be postponed or rescheduled by mutual agreement between the parties. Such agreement shall not be arbitrarily withheld.

The employee may waive entitlement to such disciplinary conference; in such event no conference shall be required. The employer is not required to postpone a disciplinary conference for an employee on extended sick leave or leave of absence. The employer shall advise such employee of his/her right to submit a written statement in response to the statement of charges and to have a Union Representative present at the conference to represent his/her interests.

Upon receiving the written notification of the date, time and place of the disciplinary conference the employee shall also be given and be requested to sign for a copy of the written statement of charges, which shall contain a description of the specific conduct or

activity for which the disciplinary action is being considered. Such statement shall be subject to modification as a result of any new relevant information as may be brought forth at the disciplinary conference. Notification of the disciplinary conference shall also contain the range of possible disciplinary action and notification of the employee's right to union representation. Together with the statement of charges, the employee shall also be given copies of any and all documents in the Employer's possession pertaining to the charges.

At the beginning of the disciplinary conference, if the employee is not accompanied by a Union Representative, and the employee indicates s/he does not want Union representation, the employee will be requested to sign a statement indicating s/he does not wish to have a Union Representative. Except as indicated by the employee's written statement that the employee does not wish to have a Union Representative present, the Union Representative shall be allowed to attend the conference as an observer to assure the integrity of applicable contract provisions affecting the bargaining unit as a whole.

Upon written request of the Union, the Employer shall inform the Union of the results of the disciplinary conference.

Questions by the employee or the Union Representative will be answered at the disciplinary conference to the fullest extent possible. The response of the employee to the charges, including the employee's own explanation of an incident, if not previously obtained, mitigating circumstances and the employee's response to action intended or recommended shall be received by the Employer. However, the conference shall not be for the purpose of initiating or continuing an on-going investigation.

Where disciplinary action has not been determined by the end of the conference, normally within five (5) work days but in no event more than ten (10) work days thereafter, the employee shall be notified, in writing, of the results of the conference, extension of the investigation requested by either of the parties, and/or the disciplinary action to be taken or recommended.

In all cases, disciplinary action, if forthcoming, shall be initiated within forty-five (45) calendar days from the date of the disciplinary conference or any extension agreed upon at the conference.

Section E. Notice of Disciplinary Action.

Formal notification to the employee of disciplinary action shall be in the form of a letter or form spelling out charges and reasonable specifications. Where such notice involves loss of pay, it shall also advise the employee of the right to appeal. If presented to the employee personally, the employee shall sign for his/her copy; otherwise, the notice shall be sent to the employee by certified mail, return receipt requested, at the last address he/she provided the Employer.

Section F. Resignation in Lieu of Disciplinary Action.

When a decision is made to permit an employee to resign in lieu of dismissal, the employee must submit a resignation in writing. Such written resignation shall be held for twenty-four (24) hours or eight (8) business office hours, whichever is greater, after which it shall become final and effective as of the time when originally submitted, unless retracted during the twenty-four (24) hour period. This provision applies only when a resignation is accepted in lieu of dismissal and the employee has been advised he/she will be dismissed in the absence of the resignation. Acceptance of such resignation in lieu of dismissal shall be at the sole discretion of the Employer and, when accepted, the resignation and matters related thereto shall not be grievable.

Section G. Emergency Action.

1. Removal from Premises or Temporary Suspension. Nothing in this contract shall prohibit the Employer from taking an emergency suspension action and/or removing an employee from the work premises where, in the judgment of the Employer, such action is necessary to maintain order and discipline. As soon as practical thereafter, the investigation and disciplinary conference procedures provided herein shall be undertaken and completed. A suspension under this section shall be superseded by a disciplinary suspension, dismissal, or reinstatement within twenty-one (21) calendar days. If disciplinary action or reinstatement is not taken within seven (7) calendar days the employee shall lose no pay or benefits for the period of the temporary suspension which exceeds seven (7) calendar days.

Although placed on immediate suspension, any employee directed to leave the premises immediately may, in the course of departure, consult with a Steward on the matter if one is available without unreasonable delay.

A suspension without pay under this Subsection shall not exceed a total of twenty-one (21) calendar days. If no disciplinary action has been taken by the end of such period, the employee shall be restored to active employment status, or the suspension converted to a suspension with pay (administrative leave). If a disciplinary action suspension without pay is assessed, and the period of such disciplinary suspension is less than the period of the suspension under this Subsection, the employee shall be paid for the difference in the regularly scheduled hours of work, including any overtime to which the employee would have been entitled due to observance of a contractual holiday.

If no disciplinary action is taken, the employee shall be made whole.

2. Suspension to Maintain Program Integrity and Public Confidence. Any employee indicted by a grand jury, or against whom a criminal charge has been brought by a prosecuting attorney for conduct on or off the job, may be immediately suspended from duty without pay. Such suspension may, at the discretion of the Appointing Authority, remain in effect until the indictment or charge has been fully disposed of by trial, quashing or dismissal. Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this subsection, where the employee contends that the charge does not arise out of the job or is not related to the job, except that suspension for a felony charge shall not be appealable. An employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed upon proper notice without further charges being brought and such action shall be appealable through the grievance procedure. The record from any trial or hearing may be introduced by the Employer or the Union in the grievance procedure, including arbitration. Under this circumstance a disciplinary conference will be conducted only upon written request of the employee. An employee whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing and made whole if previously suspended in connection therewith unless disciplinary charges, if not previously brought, are filed within ten (10) weekdays of receipt of confirmation at the Departmental Personnel Office of the results of the case, and appropriate action in accordance with this Article is taken concerning the employee. The obligation to "make whole" shall not require the Employer to compensate or credit the employee for any period of time in which the employee was hospitalized, incarcerated, or otherwise not available for and seeking work, nor shall it require the employer to compensate the employee for any non-holiday overtime the employee might have been requested or ordered to work, but for his/her suspension.

Nothing provided herein shall prevent the Employer from disciplining an employee for just cause at any time irrespective of criminal actions taken against an employee and irrespective of their outcome.

Section H. Right to Representation.

An employee is entitled to be accompanied by the designated Union Representative for his/her work area, if one is requested, in the circumstances described in subsections 1 and 2 below:

1. A disciplinary conference conducted pursuant to Section D. above; and

2. A pre-disciplinary investigatory interview where--

a. The employee has been suspended or removed from the work premises pursuant to Sections C. or G. of this Article; or

b. The employee has been suspended (with or without pay), or reassigned from the employee's regular job assignment; or

c. The employee has been specifically charged in writing with one or more instances of misconduct; or

d. The employee is directed to report on his/her own conduct (as a principal in an investigation) to a patient or resident abuse committee or Fact Finder; or

e. The interview is attended by more than one supervisor or Employer Representative; and, the employee is not represented by a Union Staff Representative; in the event that a staff representative is to attend, the Employer shall be given as much advance notice of such fact as possible.

It shall be the responsibility of the Employer, upon the employee's request, to secure the release of the Union Representative. The representative may assist the employee in presenting his/her evidence and/or argument, and point out other relevant matters. The Employer may, however, insist upon communicating directly to and with the employee regarding the matters under discussion during the conference or interview.

None of the above is intended to circumvent the normal relationship between the supervisor and employee as it pertains to discussions and counseling. The right to Union representation shall not apply to conversations between an employee and the supervisor for the purpose of giving instruction concerning work performance, providing training or retraining, or correction of work habits or techniques.

When an employee is entitled to request and be accompanied by the Union Representative at a conference under this Section, the employee and the designated Union Representative may be allowed time, not to exceed one-half hour, immediately prior and contiguous to the scheduled conference, to permit them to confer about the subject matter of the conference. Such time shall be without loss of pay. Such one-half hour conference time shall not be required unless requested by the employee or the Union Representative, nor shall it be required if the amount of time elapsed between the time the employee received notice of the conference and the start of the conference is 48 hours or more.

Article 11

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. 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 representation unit.

4. Recommendations on Health and Safety matters relating to the representation unit employees in the Department.

Department or Agency representatives will, when known, notify the Union of administrative changes decided upon by management, which may affect employees in the representation unit. Failure of the Employer to provide such information shall not prevent the Employer from making such changes; however, such changes shall be proper subjects for 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.

1. Department Level. The Union shall designate representatives to such meetings in accordance with this Section. For Departmental level meetings, in the Department of Corrections, the Union shall designate up to seven (7) representatives who shall be employed in this Unit and who should normally be those attending such meetings. The Union may designate not more than seven (7) additional representatives to participate in such meetings, based upon the matters scheduled in the agenda. In all other Departments, the Union shall be entitled to designate up to two (2) permanent representatives who shall be employed in this Unit. The Union may designate not more

than two (2) additional representatives to participate in such meetings based upon the matters scheduled in the agenda.

2. Agency Level.

a. In the Department of Mental Health, the Chapter President may designate up to three (3) representatives to participate in agency-level Labor-Management meetings. In addition to the three (3) representatives, the Chapter President may, on a case by case basis, request not more than two (2) additional representatives to participate in such meetings, based solely upon the matters scheduled in the agenda.

The presence of such additional representatives shall be limited to the discussion of agenda item(s) for which their attendance was requested. Such items will normally be first on the agenda in order to minimize time away from the job. All such representatives shall be employees in this Unit.

b. In the Department of Corrections, MCO shall be entitled to three (3) representatives at facility-level Labor-Management meetings. These representatives will be without restriction as to shift. In addition, up to two (2) additional resource persons may attend when requested at the time the agenda is submitted and the agenda identifies the item(s) that the resource person(s) will be talking about. SPSM will have separate Labor-Management meetings for each Work Location. Regional Level Labor-Management meetings, covering all SPSM Work Locations, will also be held at SPSM.

Facility-level Labor-Management meetings for the corrections camps will be held on a regional basis with the warden or his/her designate. If all of the agenda items originate from only one camp, the meeting may be held at that camp. MCO will be entitled to up to two (2) representatives for a single camp Labor-Management meeting and one (1) representative from each camp if a regional meeting. In addition, each camp facility will schedule a Labor-Management meeting at the request of either of the parties to discuss issues particularized to that camp, but subject to the following:

(1) the agenda proposed for the meeting shall be forwarded to the warden and the chapter president sufficiently in advance to permit them to assess what role they wish to have in addressing the issues;

(2) formal minutes of the meetings shall be prepared and shall not be regarded as authentic unless approved by the warden and the chapter president; and

(3) any local issues which are not resolved will be placed on the agenda for the next camps/chapter level Labor-Management meeting.

Corrections Center Labor-Management meetings will be held on a regional basis. MCO will be entitled to three (3) representatives for each regional meeting.

As mutually agreed on a case by case basis, additional representatives may be added on non-pay status.

MCO paid staff may attend local Labor-Management meetings with prior notice.

Section C. Scheduling.

1. Department Level. Departmental-level Labor-Management Meetings shall be scheduled upon request of either party, but not more frequently than bimonthly, except as may be mutually agreed on a case by case basis.

2. Agency Level. Meetings at the Agency or facility level shall be required no more frequently than monthly unless mutually agreed otherwise. Where no items are placed on the agendas at least seven (7) days in advance of scheduled meetings, such meetings shall not be required to be held.

a. Facility-level Labor-Management meetings will be scheduled as close as possible to ten (10) days from the date the agenda was submitted to the facility head or his/her designated representative. Such meetings will normally be held between the hours of 8:00 a.m. and 4:30 p.m., at a time convenient for the representatives attending the meeting (such as 1:00 or 2:00 p.m.). It will be management's responsibility to publish and distribute minutes of the meeting as soon as possible after the conclusion of the meeting (normally within fifteen (15) calendar days). Upon mutual agreement either party may tape record the meeting.

b. For SPSM, issues first discussed but not resolved in Labor-Management meetings at the Work Location level, or issues that equally affect all SPSM Work Locations may be Placed on an agenda for monthly SPSM Regional Level Labor-Management meetings.

Section D. Pay Status of Union Representatives.

1. Department Level. Up to the limit established in this Article, Union Representatives to Department level Labor-Management Meetings shall be permitted time off from scheduled work up to a maximum of eight (8) hours per meeting for necessary travel and attendance at such meetings. Properly designated Union Representatives from the second and third shifts shall be permitted an equivalent amount of time off from scheduled work on upcoming or previous shift. Overtime and travel expenses are not

authorized. Under no circumstances shall more than ten (10) representation unit employees attend Department level meetings without loss of pay.

Designated representatives employed in the Upper Peninsula may, at the discretion of the Union, charge travel time to and from such meetings, not to exceed one shift per meeting, to the Administrative Leave Bank established by Article 7, Section E., of this Agreement.

2. Agency Level.

a. In the Department of Mental Health, up to five (5) representatives shall be permitted time off from scheduled work for attendance at agency-level Labor-Management meetings. For purposes of pay only, properly designated Union Representatives from the afternoon or midnight shifts shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift.

b. In the Department of Corrections, representatives from the morning and day activity shifts will attend the Labor-Management meetings without loss of pay.

Second and third shift representatives will be entitled to compensatory time equal to the time in attendance at the meeting. This compensatory time will be recorded and used in the same manner as the compensatory time in Article 17, Section C, of this Agreement.

Resource representatives from the second and third shifts are entitled to compensatory time equal to the period of time from the start of the meeting until their item(s) has been covered.

Compensatory time may be used on the same day as the meeting if the duration of the meeting substantially interferes with the representative's ability to properly carry out his/her duties and responsibilities.

Section E. State Employer.

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

Section F. Staffing Level Consultations.

The Departments agree to continue to consult with the Union concerning maintaining or revising recommended/authorized staffing levels in specific work settings

in order to insure adequate safety of Bargaining Unit employees. The Departments will afford Chapter Presidents the opportunity to submit their suggested improvements for safe staffing levels through the respective wardens or facility administrators to the Department Director, in conjunction with the annual budget requests.

Section G. Departmental Efficiency Advisory Committees.

The parties will continue the Department of Corrections Efficiency Advisory Committee. The Efficiency Advisory Committee shall consist of two representatives appointed by the Michigan Corrections Organization, two representatives appointed by the Director of the Department of Corrections, and one representative appointed by the Director of the Office of the State Employer. The purpose of the Efficiency Advisory Committee shall be to exchange information and views regarding current and proposed staffing levels, mix of various custody and security classifications and levels, and the distribution of tasks and responsibilities among positions, and groups of positions, to identify situations in which staff functions and levels might be redeployed to maximize the safe and efficient delivery of state services within the Department of Corrections.

The issue of a departmental efficiency advisory committee in the Department of Mental Health may be addressed in secondary negotiations upon the mutual agreement of the Department of Mental Health and the Union.

Article 12

HEALTH AND SAFETY

Section A. General.

The Employer will make every reasonable effort to provide a place of employment free from known health and safety hazards. While the parties recognize that certain health and safety hazards are inherent in a correctional or other custody environment, the Employer shall take steps to eliminate or minimize, and to avoid aggravating, such inherent hazards. Matters pertaining to health and safety conditions may be discussed at the appropriate level Labor-Management Meeting in accordance with Article 11 of this Agreement. Any existing Safety/Health Committees shall continue as an alternative to the Labor-Management Meeting process, unless terminated by mutual agreement. It is the expressed policy of the Employer to resolve health and safety problems. The Union agrees to cooperate in such efforts to the extent possible.

The Department of Corrections Joint Committee on Health and Safety is continued, consisting of three representatives of the Union appointed by the Union and three representatives of the department, appointed by the department. Each party will make a good faith effort to appoint at least one member who has professional training or employment responsibilities in the area of workplace health or safety.

The Joint Committee on Health and Safety shall meet at least quarterly at mutually agreeable times and places. An agenda shall be established in advance of each meeting. Minutes will be prepared by the department for each meeting and a copy provided to all members. Meetings shall be open to such other representatives of the parties as the committee members deem appropriate.

The charge of this committee shall be to identify and examine health and safety issues which impact upon unit members in the Corrections Department. In conjunction with its charge, the committee shall be afforded access, when requested, to workplace injury, accident and illness reports involving bargaining unit employees, and will work cooperatively with health and safety programs initiated under the authority of the state's Disability Management Policy Council. The committee shall make recommendations to the Department Director on such matters as indoor air quality, first aid and life saving devices, personal protective and communication devices, physical facilities security, training and any other related matters pertaining to the health and safety of bargaining unit members.

Committee members appointed by the Union shall be permitted time off the job without loss of pay for travel to and from and attendance at committee meetings.

The subject of joint committees on health and safety for each DMH institution may be addressed in secondary negotiations.

All employees shall be required to comply with Safety/Health rules and regulations established by the Employer. If an employee has justifiable reason to believe that his/her safety is endangered due to an alleged working condition or equipment which is abnormally hazardous, even in a custody and security setting, the employee shall inform the supervisor who shall have the responsibility to determine what action, if any, should be taken.

If the employee is not satisfied with the action taken by the supervisor, the employee shall be entitled to notify the highest ranking Union official at the work site, who may contact the highest ranking shift supervisor on duty.

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Section B. First Aid Equipment.

First aid equipment shall be provided at various locations in the work place. Current practice concerning first aid treatment shall continue.

Section C. Tools and Equipment.

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required by the Employer 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 and Equipment.

The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Michigan Departments of Labor or Public Health. The Employer reserves the right to require the use of such protective clothing and equipment. In accordance with applicable departmental practices, if an employee's clothing or shoes are soiled by bodily fluids or other hazardous material, the employee will be allowed sufficient time to change clothes, shower (if available) or, if the condition warrants it, leave the workplace on administrative leave to clean up and change clothing if a shower and adequate replacement attire are not available on-site.

In the Department of Corrections, the issues of requiring, supplying, and training in the use of "gas masks", as required by such safety standards, shall be subject to secondary negotiations.

Section E. Confidentiality of Employee Health Records.

To insure strict confidentiality, only authorized Representatives of the Employer who have a professional or management need to know, 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. The Employer shall not be prohibited from releasing medical records or reports made or obtained by the Employer where such release is required to process a grievance which involves the use or interpretation of such reports or records by the Employer; or to respond to a legal action or arbitration, or to a claim or complaint filed with a government agency by an employee.

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 (MIOSHA) Departments of Labor and/or Public Health. Where facilities are leased by the Employer, the Employer shall make a reasonable attempt to assure that such facilities comply with the order(s) of the Michigan Departments of Labor and/or Public Health.

Section G. Medical Examinations.

Whenever the Employer requires an employee to submit to a medical examination, psychiatric evaluation or medical test, including X-rays or inoculations, by a licensed medical practitioner selected by the Employer, the Employer will pay the entire cost of such services, provided that the employee uses the services provided and approved by the Employer. An employee who is required by the employer to take a medical examination and who objects to the examination by the state-employed or retained physician/health provider may be examined by a mutually approved personal physician/health provider, in which case the employer will pay the entire cost of such service not covered by the health insurance program in which the employee is then enrolled. In the absence of mutual agreement, the parties will select a physician/health provider from recommendations by a county or local medical society, by alternate striking from a list if necessary. This section does not apply in circumstances in which the employer requires the employee to supply evidence of medical/psychological examination and/or evaluation in conjunction with an employee's request for a medical or FMLA leave of absence, sick leave authorization, or an accommodation under the ADA or applicable state statute. Employees required to take a gynecological examination may be examined by a physician mutually acceptable to the Employer and the employee.

Section H. Contagious Conditions.

When the Employer suspects a contagious condition exists, the Employer shall take action without undue delay to provide a healthful place of employment. In accordance with current State Statute and Departmental policy, when a source of possible contagion becomes known, or is suspected by agency or departmental medical personnel responsible for advising the employer on occupational health matters, the Employer will isolate such source, if possible, and notify the Union of the possible contagion, the isolation steps taken (if appropriate), and those further precautions which (from a medical standpoint) will be required to avoid further contagion. The Employer shall provide necessary supplies and equipment for such precautions and will furnish medical examinations where such examinations are deemed necessary by Departmental medical staff.

Article 12

When the Employer requires tests for Tuberculosis the Employer shall pay for such tests, provided the employee receives such tests from the provider designated by the Employer. If the employee chooses to obtain testing from his/her own health care provider, the Employer will not be responsible for payment for such testing.

Subject to applicable Public Health and Civil Rights considerations, the Employer will administer a program to identify cases of contagious diseases. This program will include a system that identifies generic disease categories such as blood borne infectious diseases and gives precautions designed to minimize, if not prevent, employee contagion.

The Employer will establish and/or continue a contaminated waste disposal system which includes identification of contaminated waste and ensures that all contaminated waste, clothing, one-way CPR valves, linens, etc. are properly handled.

The Department of Corrections will continue to issue a "belt pack", consisting of protective gloves and a protective mask device for use when performing CPR, to each employee whom the department expects to have need for such items. Such items will be replaced as recommended by the respective manufacturer. Protective garments such as gloves, gowns, aprons, masks, etc. shall be readily accessible to an employee who faces exposure to a blood borne infectious disease from a patient or prisoner.

The parties recognize the importance of protecting employees in the Security Bargaining Unit from occupational exposure to blood-borne diseases such as human immunodeficiency virus (HIV) and Hepatitis B Virus (HBV). The Department of Corrections will adhere to the recommendations promulgated by the U.S. Departments of Labor and Health and Human Services in the Joint Advisory Notice (JAN): Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV) (Federal Register, October 30, 1987) which is herein incorporated by reference. In complying with the "JAN", the word "should" will be interpreted as "shall", with the exception of the categorization of all working conditions and the tasks that workers are expected to encounter as a consequence of employment. The Department will apply these recommendations to Security Unit employees as well as health care workers.

The departments will also adhere to applicable Federal and Michigan statutes and administrative rules relating to protection from health hazards in the workplace.

The departments will ensure that their respective plans and policies, and their successors, established pursuant to applicable Federal and State Occupational Safety and Health Statutes and Implementing Regulations, are enforced and that other measures established by OSHA/MIOSHA are followed.

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 Employer will pay an allowance, not to exceed the established contract price approved by the State Purchasing Division, during the first month of the calendar year.

Section J. Safety Inspection.

When the Michigan Department of Labor or Public Health, or a State, County, City of Township Fire Marshal inspects a state facility pursuant to MIOSHA, a Union official (if on duty at such work site) shall be notified by the Employer and, consistent with the operational needs of the Employer, be released from work without loss of pay to accompany the inspector. The Union shall have a right, consistent with the above, to accompany other inspections conducted for the protection of the work force and as a result of a Labor-Management agenda item. The Employer agrees to provide the Union with a copy of any inspection report left with or returned to the Employer.

Section K. Damage to Personal Items.

The Employer or Insurance Carrier will pay the cost of repairing or replacing eye glasses, watches, dentures, articles of clothing or other personal items damaged in the line of duty in accordance with applicable regulations of the State Administrative Board (State Administrative Manual -- Chapter 9, Section 2, Subject 02, dated 2-15-87), and unless otherwise reimbursed.

Claims shall be processed as expeditiously as possible and reimbursement for valid claims shall not be unduly delayed.

A claim that the employing department has violated the applicable Administrative Manual Section shall be grievable in accordance with Article 9 of this Agreement. An appeal from a State Administrative Board decision on a claim filed pursuant to the applicable Administrative Manual Section shall not be grievable under this Agreement.

Within budgetary and space limitations, the Employer agrees to attempt to provide reasonable secure storage space for wearing apparel and authorized personal property of employees. Locations and a time table will be taken up in Labor-Management Meetings.

Where job duties require, and State Accounting Regulations and Budget limits permit it, the State will make a reasonable effort to honor an employee's request to

advance the employee some reasonable portion of the cost for replacement glasses, if there is no question that the employee will be eligible for reimbursement.

If the employee's claim is subsequently denied, or granted in an amount less than the amount advanced, the employee shall reimburse the department accordingly.

Section L. Compliance Limitations.

If the Employer is unable to meet the requirements of any section of this Article due to lack of funds or some other reason beyond the Employer's control, the Employer shall make a positive effort to undertake corrective action or seek other alternatives. Grievances alleging failure to comply with Section A. of this Article and posing a clear and present danger to the health or safety of employees, if filed, shall be filed initially at Step 2 of the grievance procedure.

Section M. Evacuation and Mobilization Plans.

Upon the Union's request, each Agency or work location shall provide to the Union for review and comment a copy of nonconfidential portions of existing emergency evacuation and mobilization plans. The Local Chapter president shall be entitled to make input into the annual mobilization plan review at the facility level. Such input shall be on a confidential basis. The Union shall be entitled to consult with the Employer and make recommendations on the content of mobilization training. The Local Chapter President shall also be entitled to participation in the facility's post-mobilization critique if one is conducted.

Section N. Controlled Substance Abuse Screening.

The State agrees that the Employer will not, on its own initiative, institute a proactive or "random" controlled substance abuse screening program applied to bargaining unit members, unless it has first negotiated with the Union, to finality or to impasse, all of the components of such a program.

However, in the event the State Legislature lawfully mandates the State to conduct such a program covering bargaining unit members, the State will afford reasonable forenotice to the Union of such mandate, and offer to negotiate, and upon request, negotiate, over the amelioration of any substantial adverse impact from instituting such legislatively mandated program.

Nothing in this Section shall be construed as a waiver by the Union of its right to challenge the constitutionality of a pro-active substance abuse screening program, nor its right to challenge the constitutionality of any state legislative action mandating such a program.

For purposes of this section, alcohol and controlled substance testing conducted by or at the direction of the Employer in compliance with the Omnibus Transportation Employees Testing Act of 1991 and its implementing regulations is not regarded as being done by the Employer "on its own initiative".

Section O. Personal Protective Devices.

The issue of providing, testing, developing and upgrading personal protective devices for members of the bargaining unit may be addressed in department-level Labor Management meetings.

Article 13

SENIORITY

Section A. Layoff and Recall.

For the purposes of bumping, layoff and recall, seniority shall have that definition provided for in Section C. of this Article and Article 14, Sections D.4 and D.5.

Section B. Fringe Benefit Computation.

For purposes of computing eligibility for any fringe benefit, seniority shall have that definition provided in the Article of this Agreement which establishes or continues such fringe benefit.

Section C. General. [Reader's Note: See also Appendix E.]

For all other purposes stated in this Agreement, seniority shall consist of the total length of service in any and all Security Bargaining Unit classes, provided there is no break in continuous state service. For purposes of this Section, service earned prior to the

effective benchmark date in a position or positions which were benchmarked to the new class shall be credited as service earned in the benchmark class. 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, lost time (if not made up through overtime in the same pay period), suspension, leave of absence without pay (other than military leave of absence for up to 10,400 hours in accordance with Federal statute), or layoff.

The bargaining unit seniority of a bargaining unit employee who is appointed on a temporary basis by his/her appointing authority, from a civil service register, to a position outside the security bargaining unit will be credited with the service time earned in such temporary appointment, if the employee returns to a bargaining unit position (without a break in service) prior to the expiration of six (6) months following the temporary appointment, or the probationary period in such non-unit position, whichever is greater. Such service time earned in the non-unit position shall be credited at the class and level to which the employee returns. This provision shall only apply to temporary appointments which commence on or after October 1, 1989.

Employees off work due to injury or illness compensable under Workers Compensation shall continue to accumulate seniority for the full period of illness or injury or disability precisely as though they had been working an 80-hour pay period.

All experience earned at the Ionia State Hospital or Riverside Mental Health Facility will be counted as continuous service in the class series that the employee was in, on the effective date of the initial contract, which was February 1, 1981.

Employees who had time in Security Unit classes prior to February 1, 1981 will not have that time deducted from their current seniority.

In the event two (2) or more employees have the same seniority, seniority of the one as against the other shall be determined by giving the greater seniority credit to the employee with the highest New Employee School graduation score.

To break ties which exist thereafter, and when one or more of the employees in the seniority tie does not have a New Employee graduation score, the last four (4) digits of the Social Security number shall be used to break such ties, with preference going to the employee with the lowest number.

An employee's continuous service record shall be broken and not bridged when the employee separates from state classified service by means other than layoff, suspension or approved leave of absence. If an employee is separated from the state classified service by means of layoff, suspension or approved leave of absence, the employee will retain his/her original seniority for a period equal to his/her length of continuous service up to a maximum of three (3) years. Any period of absence of more than three (3) years shall represent a break in continuous service (other than Military or Union Representative leave of absence).

Section D. Application.

The Employer will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

When the Employer becomes responsible for a function previously administered by another government agency, a quasi-public, or a private enterprise, the seniority of employees who become representation unit members as a result of this change shall be their date of appointment into state service unless the legislation or an Executive Order causing such appointment, or Civil Service Commission action, 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 E. Seniority Information.

The Employer will prepare seniority lists structured by Department, Work Location, and classification, (each level within a series is a separate classification) showing the Bargaining Unit seniority (as defined in Section C. of this Article) of all unit employees on the payroll on the preparation date. The seniority lists for a work location shall be prepared at the end of the first pay period that reflects the seniority earned and credited through the end of the last full pay period in July and at the end of the first pay period that reflects the seniority earned and credited through the end of the last full pay period in January and will be made available for review by employees. A copy of the current seniority list shall be furnished to the Union.

Any employee or the Union shall be obligated to notify the Employer of any error in the current seniority list within fourteen (14) calendar days of the date such list was made available for review by the employees or provided to the Union, whichever is later. Errors on the list shall be reported within thirty (30) calendar days from the date such list was provided to the Union or made available for review by employees, whichever is later. If no error is reported within such reporting period, the list will stand as prepared and will thereupon become effective. Any error timely reported shall be corrected promptly.

Current seniority shall be updated and recomputed where necessary to: Add or remove the name of an employee transferring into or out of the work location and/or classification, as applicable; resolve a dispute arising from lost time incurred subsequent to the publication of the then-current seniority list; and determine the relative seniority of employees for purposes of implementing a layoff, in which case the pay period ending closest to, but before, the date of notice of layoff to the Union shall be used.

Section F. Probationary Employees.

For purposes of this Article, 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. However, this provision does not prohibit departments and agencies from rank ordering probationary employees--only among themselves--within the work location and classification.

Article 14

LAYOFF AND RECALL PROCEDURE

Section A. Application of Layoff.

MCO recognizes the right of the Employer to lay off or to temporarily reduce the hours of employment consistent with this Agreement, including the right to determine the extent and effective date of such reductions. Upon Union request to negotiate and a showing by the Union that such reductions do or will pose a clear and present threat to the safety of Bargaining Unit employees, the Employer will enter into negotiations over the modification and remedy of such resulting substantial adverse impact upon the employees of the Unit. 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 that they shall not apply to:

1. Temporary (Emergency) 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 layoffs shall not exceed six (6) days per fiscal year during the term of this Agreement. This temporary layoff will only be used for emergency situations, defined for this Article as follows:

(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, subject to the provisions of Article 33, Compensation Policy Under Conditions of General Emergency.

Prior to implementing temporary layoffs, the Employer will afford the Union the opportunity to raise and discuss other cost-savings measures as alternatives to, and/or alternative methods for, such temporary layoffs, but such discussions shall not be cause for delay in implementation.

The following provisions shall apply in the event a temporary layoff is implemented:

- Seniority: An employee who is temporarily laid off will not lose continuous service hours credits for purposes of seniority and fringe benefit accruals. A temporarily laid off employee will not be paid base wages, shift differential, overtime, on-call hazard, or any similar pay or premiums.

- Notice Requirements:

Notice to Union: The department or agency will give the Union at least fifteen (15) calendar days written notice of the date or dates on which the Employer plans to implement temporary layoffs of all or some bargaining unit employees. This notice will identify the work locations where the department/agency intends to implement a temporary layoff and the effective dates of the temporary layoffs;

Notice to Employees: The department or agency will give notice to the employees to be laid off at least seven (7) calendar days before the first day of layoff. Such notice may be in the form of individual written notice to employees, posting at the worksite, or other method of notice as determined by the employer. The department or agency is not required to give the Union concurrent notice containing information such as employee names, classification, seniority, work location, shift assignments or other detailed information; however, the department or agency shall provide the Union with a concurrent copy of whatever notice is provided to bargaining unit employees.

Exempt Work Location Notice: If a work location is completely exempt from temporary layoff, the department or agency will post a notice so stating at least seven (7) calendar days before the first day of temporary layoffs at other work locations.

2. Voluntary Indefinite Layoffs, as provided in Section C. of this Article.

3. Exceptions agreed to in writing in letters of understanding by the Union, the departmental employer, the Office of State Employer, and approved by the State Personnel Director and/or the Civil Service Commission.

4. The expiration of a limited term appointment. An employee with status acquired in a limited term appointment and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department

in the same class as that from which the employee was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a layoff list. This Section shall not apply in the case of a continuing state classified employee who accepted an appointment to a limited term position under the same Appointing Authority at a higher level; in this situation, not more than six months (1040 hours) of service earned in the limited term position shall be considered unit seniority and shall be applied at the former (lower) level upon expiration of the limited term position.

When the Employer determines there is to be a layoff of more than twenty (20) calendar days, employees who are scheduled to be involuntarily laid off shall be given written notice not less than fifteen (15) calendar days prior to the effective date of layoff. The Employer will, when layoffs are being planned, inform MCO as soon as practicable and, upon request, discuss the potential impact upon Unit employees caused by such layoff. The Employer shall furnish MCO concurrent written notice of the name, seniority, class titles, and current assignment location of employees scheduled to be laid off.

Section B. Reduction in Hours; Other Alternatives.

In the event the Employer plans a temporary reduction in hours of employment for full time employees, other than a temporary layoff of less than twenty (20) calendar days, the parties will discuss such plans and, upon mutual agreement only, such plans may be implemented. Other alternatives to layoff shall be subject to the same mutual agreement requirements.

Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs. Layoffs designated as temporary by the Employer shall not be considered as a reduction in hours under this Article or Agreement.

Section C. Voluntary Indefinite Layoffs.

When the Employer elects to reduce the workforce, employees within the affected classifications and Layoff Units may request, in writing, preferential layoff out of line seniority, for a mutually agreed upon period of time not to extend beyond that fiscal year. If granted, the Employer shall not contest the employee's eligibility for unemployment compensation.

In the event such employee is disqualified from collecting unemployment compensation benefits solely due to the voluntary preferential nature of the layoff, upon the employee furnishing satisfactory written documentation of such denial to the Employer,

the Employer shall immediately cancel such layoff and shall recall the employee, subject to the fifteen (15) day layoff notice period required by this Agreement.

Section D. General Layoff Procedures.

1. Layoff Unit shall be defined as Work Location as defined in Article 3. In the event of closure of an entire Corrections Department facility, the Layoff Unit shall be regional unless altered through secondary negotiations. If operations at a work location are significantly reorganized, or bargaining unit work is transferred to a new or different existing facility so as to cause layoffs at the original work location, any dispute regarding how the sections of this article are to be applied to such circumstances will be subject to department-level Labor-Management meetings and/or the conference procedure provided in Article 11, Section E. of this Agreement. Any agreements reached in such meetings to alter the application of one or more sections of this article shall be recorded in a Letter of Understanding between the Employer and the Union. Such meetings shall not operate to delay implementation of these provisions. For purposes of this subsection, the term "significantly reorganized" shall be determined in secondary negotiations.

2. Within a Layoff Unit, layoff shall be by civil service classification and level within a series. For purposes of this Article, Corrections Officer 8 and E9 will be considered as one level, and Resident Unit Officer E10 shall be considered as an additional level of the same series. The Forensic Security Aide 8 and E9, and Corrections Medical Aide 8 and E9, shall each be considered as one level for purposes of this Article.

3. Employees within the affected Layoff Unit shall be laid off in inverse seniority order, as defined in Article 13 C. and Subsection D.4 and D.5 of this Article.

However, the Employer may lay off and recall by out-of-line seniority because of:

a. Gender, mandated by resident privacy requirements;

b. Department of Civil Service approved selective certification;

c. Voluntary layoffs;

d. Maintaining an affirmative action program approved by the MEEBOC or its successor.

The exceptions listed in a. and b. above shall only be made where there is a valid occupational requirement and no alternative exists for preferring the less senior employee.

The affirmative action exception, Subsection d. above, shall only be used in accordance with MEEBOC and Civil Service Commission guidelines for implementation of Civil Service Rule 2-19.3d.

The Employer shall give notice of such intent to the Union and, in accordance with Section 6-4.1 of the Employee Relations Policy Rule, shall meet and confer with MCO about the impact of such determination. No Department shall implement Subsection d. above without the involvement and agreement of the State Employer.

[NOTE: Section D.3.d, and the three paragraphs immediately following, are included in this contract as directed by Impasse Panel Decision IP-80-2, December 16, 1980, which decision is reprinted herein as Appendix F.]

4. When an employee is transferred or promoted out of the Bargaining Unit, the employee shall retain the Bargaining Unit's seniority accumulated up to the date of such transfer or promotion for purposes of exercising bumping rights within the Bargaining Unit under this Agreement.

Any person employed in a first or second level supervisory capacity over positions assigned to this Bargaining Unit shall have all service accumulated in such supervisory capacity as of October 1, 1980 credited as seniority in the class series in which the supervisor was last employed in the Bargaining Unit. However, no service accumulated in such supervisory capacity subsequent to October 1, 1980 shall be credited as seniority for purposes of bumping within the Bargaining Unit.

A Bargaining Unit employee who, subsequent to the effective date of this Agreement, transfers or promotes to a position and class outside the Bargaining Unit, but who returns to a position in the Bargaining Unit prior to the expiration of six (6) months or the probationary period in such position outside the Bargaining Unit, whichever is greater, shall have such period of service outside the Bargaining Unit credited at the level and in the class series to which the employee returns. An employee laid off out of line seniority order under the provisions of Subsection D.3. above shall continue to receive seniority credit for the period of layoff, not to exceed five (5) years, provided that a less senior employee in the same class and level is still working in the layoff unit from which the employee was laid off.

5. Chief Stewards and members of the MCO Executive Council, if employed in the Bargaining Unit, shall be considered as more senior than other members of the layoff unit, but only during the term of their respective office and only for the purposes of layoff and recall (excluding voluntary and/or temporary layoffs). Not more than two (2) employees at any one work location or facility shall be accorded such seniority status at any one time.

6. No employee within a Security Unit layoff unit with Civil Service status (examined, certified eligible, and satisfactorily completed a probationary period) shall be laid off from the affected classification until all Security Unit employees within the layoff unit who are without status and who are employed in the affected classification are laid off.

Section E. Bumping.

The employee scheduled for layoff under Section D. may elect to either accept layoff or bump to the least senior position in the layoff unit for which the employee is qualified, as provided in this Section. An employee scheduled for layoff who fails or is unable, in accordance with Section D.3., to exercise the option to bump to the least senior position 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, in the absence of such vacancy,

2. The position occupied by the least senior employee as described in Section D.3. 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 in the layoff unit in the next lowest level and successively lower levels thereafter, within his/her current class series. Alternatively, if it would result in a higher rate of pay, an employee may bump into the least senior position in the layoff unit in a former class series at or below any level at which the employee had satisfactorily completed the required probationary period. This alternative shall not apply to employees who were demoted from the higher paying class for disciplinary reasons or who transferred from the higher paying class in less than satisfactory employment status.

An employee seeking to bump into another position must meet all requirements in accordance with Section D.3.

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. Recall Lists.

1. Laid Off Employees. Recall lists shall be maintained by seniority for each class and level in each series for the layoff unit affected by layoff. Each laid off employee shall automatically have his/ her name placed upon the layoff unit recall list, in order of seniority, for the class and level, and layoff unit, from which he/she is laid off. In addition, each laid off employee shall have the right, upon request, 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 layoff unit 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. The Employer will furnish a standardized form to each employee for recall designation. 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 layoff unit recall list, in seniority order, for such additional classes and levels in which he/she has satisfactorily completed a probationary period. Such employee shall also have the right to have his/ her name placed on departmental lists(s) for such position(s) as provided above.

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

2. Transfer in Lieu of Layoff. In the Department of Corrections, an employee who is not actually laid off from a work location that has scheduled layoffs---but who transfers to another work location in lieu of being laid off---shall be placed on the layoff unit recall list for the employee's class and level for the work location from which the employee transferred, but only under the following conditions:

a. The Employer has formally notified the Union of its plans to schedule layoffs at the employee's original work location; and

b. The employee's original work location is not closing; and

c. The employee's classification is one in which layoffs are being scheduled at the employee's original work location; and

d. The effective date of the employee's transfer to the different work location is later than the date the Employer notifies the Union of its plans to schedule layoffs at the original work location, but before the effective date of the layoffs at the original work location.

Such transferred employee shall be recalled from the original layoff unit recall list in the same manner as if he/she had actually been laid of from that work location.

Implementation of this procedure shall be monitored by the Department of Corrections Central Personnel Office.

3. Administration of Lists. 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.

If there is an error in the administration of the system which leads to improper recall, such recall shall be corrected; however, for a fourteen (14) day period following the date the Employer became aware of improper recall, the Employer shall have no financial liability including back pay to the employee not properly recalled.

Section G. Recall from Layoff.

The provisions of this Section shall be applied subject to the exceptions listed in Section D.3. of this Article. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.

When the Employer intends to fill a vacancy by means other than reassignment or transfer within the Work Location, the Employer shall recall the most senior employee who is on the layoff unit recall list for such classification and level.

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

If no employee is on such Departmental recall list, the Employer shall recall one of the three most senior employees from the statewide recall list for the class and level provided in Section F. of this Article.

The shift (and days off vacancy where appropriate) to which a recalled employee is assigned shall be in accordance with the recalled employee's seniority in accordance with Article 15, Section I., last sentence.

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

Section H. 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 layoff unit in his/her primary class shall be removed from all recall lists as a voluntary resignation.

2. An employee who accepts recall to employment in his/her layoff unit and his/her primary class shall be removed from all recall lists.

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

4. An employee who refuses or accepts recall to a primary or secondary class on a departmental recall list shall be removed from the list(s) for such class except at the layoff unit from which he/she was laid off.

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

- A Primary Class is the class from which an employee is originally laid off.
- A Secondary Class is any class in which an employee has satisfactorily completed a required probationary period, and any lower level class in that same series.
- A Layoff Unit Recall List is a recall list for the layoff unit from which the employee is laid off.
- A Departmental Recall List is a recall list for all Layoff units within the Department from which the employee is laid off.
- Class refers to class title and level.

An employee may, upon showing a good cause for failure to respond, have his/her name restored to the appropriate list(s) for consideration in filling future vacancies.

Section I. Recall to Temporary Vacancies.

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. Recall to a temporary vacancy shall also be on the basis of seniority. An employee who fails to accept recall to a temporary vacancy at a layoff unit previously designated shall be removed from that list. Removal from a temporary list shall not effect the employee's place on any permanent recall list.

Section J. Layoff and Recall Information for MCO.

The Employer agrees to provide the Union copies of such material which the Employer uses to determine the employees who are to be laid off.

The Employer agrees to provide copies of all layoff unit, Departmental and statewide recall list(s). The Employer will inform the Union of any changes in, additions to, or deletions from such list(s). The Employer will also provide the Union copies of updated lists when they are to be used for recall.

Section K. Relocation Expenses.

Employees exercising bumping rights and/or accepting recall under the provisions of this Article shall not be entitled by this Agreement to receive moving or relocation expense reimbursement or a subsistence allowance.

Section L. Expanded Employment Option.

Any status Forensic Security Aide who has been notified of layoff, and is unable to bump to another position at the Center for Forensic Psychiatry or the Huron Valley Center under the provisions of Section E. of this Article, may transfer to a vacant Correction Officer 8 position within the Southeast Correctional Facilities Administration region provided there is no Departmental layoff list, and no promotional list, if the employee has Civil Service status, and provided he/she meets the requirements for entry into the class and the position, and subject to Civil Service Commission selection rules.

Article 15

ASSIGNMENT, VACANCY AND TRANSFER

Section A. Definitions.

1. Vacancy. A vacancy shall be defined as an unfilled, permanent, funded position which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy.

2. Temporary Vacancy on Bid Assignments. A vacancy on a bid assignment shall be defined as temporary (and not permanent) if the employee holding such assignment is scheduled to return to such assignment within six (6) months. Such temporary vacancies shall be filled at the Employer's discretion.

3. Assignment. Assignment shall be defined as all positions in the class performing essentially the same duties at a work station on a shift. A work station is, e.g., a post, housing unit, ward, etc.

4. Bid Assignment. A bid assignment includes all the bid positions within that assignment, unless otherwise indicated herein.

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

6. Work Location. For purposes of this Article, Work Location shall have the definition provided in Article 3, Section B., of this Agreement.

7. Reassignment. A reassignment is a change of assignment of a Unit employee effected upon the Employer's initiative.

8. Position. A position is a grouping of tasks and duties necessary to complete a function or unit of work performed by a single employee.

Section B. Right of Assignment.

Except as provided in this Article, the Employer shall have the right to assign and reassign employees within a classification at an Agency or Work Location.

If a reassignment within a Work Location involves a change of shift or days off, such reassignment will be made by reassigning the least senior employee on the shift, in the class, at the Work Location. Exceptions may be made for probationary employees, legally

required or implied selective certification, and employees possessing specific training (firearms, etc.); however, such exceptions shall be made by utilizing inverse seniority among qualified employees.

At a work location with more than one complex (e.g., Marquette) employees may be permanently reassigned across complex lines, by using inverse seniority. Except for probationary employees who are being reassigned for training, the Employer shall not make temporary reassignments across complex lines to balance daily staffing.

Non-Bid Positions: The method of assigning employees to non-bid jobs will be maintained, except as provided herein. Supervisors may consider employee preference when filling non-bid positions.

In the event management elects to establish a system of regularly rotating among non-bid positions, the Union shall be notified in advance and shall be given an opportunity to review and discuss the procedure.

In the event management elects to change a significant number of assignments, management shall notify the Union in advance and be given an opportunity to discuss the procedure. Nothing in this Article shall preclude an individual employee or his/her Union Representative from seeking information regarding his/her reassignment.

Section C. Transfer Within a Work Location. (Same class, same level)

1. Transfers Between Shifts.

a. Department of Corrections: An opportunity to apply for shift vacancies at a Work Location shall be given to all non-probationary employees in the classification at such Work Location. In the case where there will be a promotion, an opportunity to apply for a shift vacancy shall be given to all non-probationary employees at the Work Location within the vacancy classification, prior to such promotion.

Employees shall be selected to fill vacancies on shifts within their classification from a shift transfer list, with absolute preference given to the most senior qualified and available employee whose name has been on the list for at least thirty (30) calendar days prior to the date of the vacancy, but subject to the exceptions listed herein below. An employee will be considered available if scheduled to return from annual or sick leave or an approved LOA within three (3) weeks. Employees may sign the shift transfer list at any time. Such lists shall be available to the Union for inspection. Nothing herein shall prohibit a shift trade between two employees, each of whom is most senior on their respective shifts.

The Employer may assign or transfer employees between shifts out of seniority order to fill a vacancy that has a legally required or implied selective certification requirement. In addition, it may be necessary to make temporary general exceptions to this Section in order to have a balance of status personnel on each shift. Experience balancing exceptions shall not exceed six (6) months, unless extended by mutual agreement between the parties at the local or departmental level. Before such general exceptions may be made, the Union must be notified and given the reasons as well as the duration of the exception. If seniority employees are moved to or held on a shift, all successful shift transfer requests and/or bids on positions will be honored upon completion of such period. Temporary vacancies created by the above may be filled by temporary reassignment.

For purposes of this Article, current institutional practice concerning the treatment of the day activity shift as part of, or separate from, the morning shift shall continue unless altered through secondary level negotiations.

An 8-level employee with one or more years of service, who is eligible for appointment to the E9-level, shall be eligible to transfer to an E9-level shift vacancy, if he/she fulfills the requirements of this Subsection. An E9-level employee with two or more years of service, who is eligible for appointment to the E10-level, shall be eligible to transfer to an E10-level shift vacancy, if she/he fulfills the requirements of this Subsection.

b. Department of Mental Health: After the R-Day and Bid Assignment Vacancy Transfer Procedure provided for in this Article have been applied, an opportunity to apply for vacancies on a shift different from their own shall be available to all Forensic Security Aides. This shall be done by using a Shift Transfer List. Employees may submit a written request to have their name placed on this list at any time. Such requests shall be limited to one choice of shift. Such vacancies shall be filled by the most senior qualified available employee applicant whose name has been on the Shift Transfer List for a minimum of thirty (30) calendar days. An employee will be considered available if scheduled to return from annual or sick leave or an approved leave of absence within three (3) weeks. Nothing herein shall prohibit a shift trade between two employees, each of whom is most senior on their respective shift transfer lists.

2. Transfers on Shift - Bid Positions.

a. Department of Corrections:

(1) Employees in the classification (except as provided in Subsection 5.iv. below) on the same shift at a Work Location will be given an opportunity to apply for bid positions. Bid positions that become vacant will be posted within twenty one (21) calendar days from the date of the vacancy (see definition in Section A.1. above) for a period of seven (7) weekdays. Employees on other shifts will not be eligible to apply for

such specific position openings. All postings will designate which shift is eligible to apply, and include such data as class, level, position location, description of duties, and any special requirements or knowledge, skills, or abilities, and scheduled days off, if applicable.

(2) In utilizing a transfer request to fill a bid position, and only where three (3) or more qualified and available employees have applied for a bid position, the Employer shall select one of the three (3) most senior qualified and available employees on the shift in satisfactory service status who have filed a timely application. An employee will be considered to be available if on annual or sick leave of up to three (3) weeks. It is the intent that the selection will be based upon job-related criteria, resulting in the most qualified applicant being selected.

(3) When determining whether an applicant is qualified, and when considering the top three (3) most senior applicants, the Employer will consider the following factors:

(i) demonstrated special knowledge, skills or abilities as announced in the posting;

(ii) physical ability;

(iii) demonstrated ability to effectively interact with residents and/or the public;

(iv) demonstrated ability to follow instructions, including security regulations. Nothing herein shall require that the most senior applicant be selected.

(4) Employees who have been placed on bid positions as a result of a successful bid may not bid on another position within twelve (12) calendar months.

(5) (i). Bid positions will be posted at the Work Location according to Section C.2.a.(1) of this Article. Employees in bid positions resulting from this Article will retain such positions until they either: Bid to another position; or are removed for the reasons listed in Section G.1 or 2 of this Article.

Employees may be reassigned from bid positions on a daily basis to cover another position. If an employee has been reassigned from a bid job, such bid job may not be filled with a different employee for that shift.

(ii). Voluntary temporary transfers to establish a seniority equalized transportation cadre shall be discussed at the facility level at the request of either party and any understandings reached shall be recorded in a Letter of Understanding between the Employer and MCO.

(iii). Designated bid positions will only be posted and filled when such positions become vacant after the effective date of this Article. Management will retain the right to make reassignments for reasonable cause. All future vacancies that are designated as bid jobs will be filled in accordance with Article 15,. Section C.2.a. It will be the policy of the Employer to minimize changes in assignments.

(iv). Assignments will be filled from within the same classification and level except where the vacant bid position is prepatterned and preauthorized and the bidding employee meets the qualifications for that classification and any special requirements listed on the posting.

(v). It is permissible to accept bids from qualified employees on the shift at a lower level for an RUO E10 bid position. However, the posting must specifically state that bids from employees at the Corrections Officer 8 or E9 level will be accepted. Bid positions must, however, be filled at the proper level when possible.

(vi). Bid positions at current institutions where no such bid positions are contractually established in Subsection viii. below may be negotiated in secondary negotiations at the request of either party. Such secondary negotiations may recognize local-level agreements heretofore reached between the parties, provided that in no circumstance shall the parties be required to agree to a number of bid positions on a shift which exceeds twenty percent (20%) of the total assignments on the shift.

(vii). The process by which the parties may reach agreement over bid positions at facilities which become operational after the effective date of this Agreement shall be subject to secondary negotiations at the request of either party. However, the Department shall have no obligation to discuss identification of such bid positions until at least one (1) year after the facility has become fully operational. In no circumstance shall the parties be required to agree to a number of bid positions on a shift which exceeds twenty percent (20%) of the total positions on the shift at such facilities.

(viii). When bid positions are abolished by the Employer, an equal number of new bid positions at that Work Location may be selected in local and, if necessary, departmental labor-management meetings. Any agreements reached therein shall be recorded in a Letter of Understanding between the Employer and MCO.

(ix). The current contractually established bid jobs/ positions (described in Appendix M) will remain in effect. The parties may negotiate over the identity and/or number of bid jobs/positions at facilities opened or substantially reorganized during or after 1996, except that the parties shall not be required to agree to a number of bid positions on a shift which exceeds twenty percent (20%) of the total positions on the shift.

b. Department of Mental Health:

(1) At the Forensic Center, Forensic Security Aides shall have the opportunity to apply for bid positions vacancies on their shift. Bid positions will be identified in Appendix N of this Agreement. Such vacancies shall be filled by using the Bid Assignment Vacancy Transfer List. Employees may submit a written request to have their names placed on this list at any time. Vacancies will be filled by one (1) of the three (3) most senior qualified available employees whose names have been on the Bid Assignment Vacancy Transfer List for a minimum of thirty (30) calendar days. The date on which the transfer request is submitted to the Director of Security shall be considered day one (1) of this thirty (30) day period. An employee on sick leave for not more than three weeks will be considered available.

(2) In utilizing a transfer request to fill a bid position, where three (3) or more eligible employees have requested the position, the Employer will select one (1) of the three (3) most senior qualified available employees in satisfactory service status. When considering the top three (3) most senior applicants, the Employer will consider the following factors:

(i). Demonstrated special knowledge, skills, or abilities;

(ii). Demonstrated ability to follow instructions including security regulations;

(iii). Demonstrated ability to effectively interact with residents and/or the public; and

(iv). Physical ability.

(3) The provisions of Section C.2. a.(5)(i), above, shall be applicable, except that there shall be a three (3) month evaluation period.

(i). If determined to be not appropriate for bid position, the FSA shall be returned to his/her prior duties and responsibilities;

(ii). The return to prior duties and responsibilities shall not be grievable beyond step 3.

(4) Bid positions and the procedure for filling them at HVC shall be subject to secondary negotiations.

c. All Other Positions on a Shift: All other positions on a shift not designated as bid positions may be filled by reassignment; recall from layoff, new hiring; reinstatement; rehire; return from leave of absence; interclassification, intra-agency, interagency, or interdepartmental transfer; placement of trainees; promotion; demotion or any other means authorized by Civil Service rules.

d. Temporary Reassignments on Bid Positions: During the period in which the selection process for bid positions is being administered, the Employer may temporarily assign an employee to a vacancy to fulfill operational needs, but in no case will the process exceed twenty-one (21) calendar days.

3. Scheduled Regular Days Off (RDOs).

a. Department of Corrections: At any Department of Corrections facility with fixed days off, the system for exercising preference for scheduled regular days off (RDOs), shall be as follows:

(1) Prime RDOs: Any combination of RDOs which contain a Friday, Saturday or Sunday are considered as prime RDOs. Bid notices for prime RDOs with no specific work assignment will be posted on various bulletin boards at the Work Location within two weeks of becoming available. If prime RDOs are not posted for bid within two weeks of becoming available the Union shall, upon request, be given a written explanation as to the particular reasons why no posting was made. Such notices shall remain posted for a period of seven days. Prime RDO bids will be awarded by seniority (Article 13.C.) at a level within a series, with CO 8 and CO E9 considered as one level and RUO E10 and CO E9 in housing considered as a separate level. Employees will be required to have 30 days seniority on shift to be eligible to bid on any RDOs. An employee on annual leave or sick leave for up to three weeks will be considered available.

At SPSM, it may be necessary to make temporary (four (4) pay periods or less) exceptions to this Section in order to avoid an imbalanced distribution at RDOs during the pay period. Before such RDO balancing exception may be implemented, the Union shall be provided written notice and given the reasons for, as well as the expected duration of, such exceptions. Such RDO balancing exception shall be applied only to Prime RDOs which do not have a specific work assignment. If seniority employees are not awarded available Prime RDOs solely because of such exception, all successful bids for Prime RDOs will be honored upon completion of such period. Bid positions for RDOs which will not be immediately filled because of this exception shall contain notice to that effect.

(2) All Other RDOs: For all other RDOs employees will indicate their preference by placing their name in a book maintained by the Shift Commander. Such RDOs will be granted in accordance to seniority as described above.

At other Department of Corrections facilities with fixed days off, existing methods of assigning days off will be maintained. Management proposals to alter such methods shall be taken up in secondary negotiations. Any other changes shall be taken up in Labor-Management Meetings.

b. Department of Mental Health: At the Forensic Center, Forensic Security Aides shall have the opportunity to apply for vacancies on their shift for the purpose of securing desired regular days off.

RDOs will be divided between "prime" and "non-prime" days. Prime RDOs shall include, by shift:

1st shift: Friday-Saturday, Saturday-Sunday, Sunday-Monday
2nd shift: Friday-Saturday, Saturday-Sunday, Sunday-Monday
3rd shift: Thursday-Friday, Friday-Saturday, Saturday-Sunday

Non-prime days shall include all remaining blocks of RDOs.

(1) Prime RDOs: Prime RDOs will be posted on all units and the notice will indicate the shift. The posting will be up for 21 calendar days. The most senior employee who requests the RDOs will be assigned those days off, unless a selective certification is authorized. Where a selective certification is authorized, the most senior employee on the shift who meets or exceeds the selective certification and who requests the RDOs shall be assigned the RDOs.

(2) Non-Prime RDOs: A master list will be kept in the Security Director's office. Employees may place their names on the list via written memo indicating the RDOs in which they are interested. The most senior employee on the list for at least seven (7) calendar days requesting the particular RDOs that are available will be assigned those days off. RDOs that become available as a result of the above assignment will be filled following the same procedure, and that method of assignment will be continued until all employee requests are met. Where a selective certification is authorized, the RDOs shall be assigned to the most senior employee who is on the shift who meets or exceeds the selective certification requirements and whose name has been on the master list for at least seven (7) calendar days. Employees shall have the right to request more than one combination of RDOs. The employee shall have the right to turn down RDOs when offered, without prejudicing their position on the list.

For purposes of this Article, the Forensic Security Aide series shall be considered as one class consisting of 8s and E9s. An employee on sick or annual leave for not more than three (3) weeks will be considered available.

The issue of regular days off at the Huron Valley Center shall be subject to secondary negotiations.

c. Movement at the request of the employee(s) between RDO groups may be allowed, consistent with operations requirements.

Section D. Transfers Between Work Locations--Department of Corrections. [Reader's Note: See L.O.U. #11.]

1. An employee may request a transfer for which she/he qualifies to any work location within the Department of Corrections and within the bargaining unit. An employee's request must be placed in writing on an appropriate form submitted to the personnel office of the facility at which the employee currently works. Personnel will affix the date of receipt, return a copy to the employee and forward the original to the Department's Central Office of Human Resources Management, which will administer and coordinate all transfers between work locations.

2. To be eligible for a transfer utilizing the seniority provisions of this section, an employee must meet the following conditions:

a. Be non-probationary, and

b. Have no record of disciplinary action or less than satisfactory rating during the two (2) years preceding the date of the transfer request or during the period between the application date and the time she/he is considered for transfer, and

c. Not have voluntarily transferred any time during the twelve (12) month period prior to the application date, and

d. Apply during the window period. The window period shall be May 1st through May 31st for transfers between July 1st and December 31st and November 1st through November 30th for transfers between January 1st and June 30th. The previous transfer list shall expire at the end of each window period.

3. The conditions in which vacancies shall be filled on the basis of seniority at existing facilities, camps and corrections centers are as follows:

a. Facilities with five (5) or more vacancies during the previous six month period shall fill the first vacancy per six month transfer period with the most senior, eligible and qualified applicant.

b. Facilities with less than five (5) vacancies during the previous six month period shall fill the first vacancy per six month transfer period with one of the three (3) most senior, eligible and qualified applicants.

c. Camps and corrections centers shall fill the first vacancy per six month transfer period on a regional basis by rotation, i.e., one region per six month transfer period, with the most senior, eligible and qualified applicant.

d. Facilities, camps and corrections centers shall fill all other vacancies in accordance with current practice.

e. Employees who have resigned in lieu of dismissal shall be excluded from any transfer rights to that facility, camp, or corrections center.

4. It may be necessary, due to agreements with or commitments to the local community, to place an emphasis on new hires when filling initial vacancies at new facilities and the filling of such vacancies may deviate from this article.

5. The Employer will make every reasonable effort to grant a request for a reasonable accommodation under the Agreement to which an employee is entitled under the Americans with Disabilities Act (ADA). Where a vacancy exists, nothing shall prohibit the parties from mutually modifying this Agreement to accommodate an employee who is entitled to such accommodation under ADA, but such modification shall only occur in very unusual circumstances.

6. The parties agree to continue the current Department of Corrections practice concerning limits on transfers out of a work location based upon diminished safety and security at the work location. It is understood that such practice requires the approval of the Deputy Director of the Bureau of Correctional Facilities; or the Deputy Director of the Bureau of Field Services for Corrections Centers. If the Department of Corrections plans to limit (freeze) transfers out of a work location, the freeze shall be discussed with the union prior to its implementation. In the event transfers out of a work location are frozen, any transfer requests submitted and approved prior to the freeze will be honored. Any other problems associated with the freeze will be discussed by the parties to reach a mutually acceptable resolution.

7. The Michigan Department of Corrections agrees to grant up to twelve (12) transfers per calendar year to employees seeking an assignment to a facility within a forty mile radius of their home. Those desiring such a transfer must initiate the request by submitting an application to the Michigan Corrections Organization for consideration and possible referral to the Department of Corrections.

Eligible employees must have attained status, have not voluntarily transferred during the twelve (12) month period prior to the application date and have no record of disciplinary action during the two (2) years preceding the date of application.

No more than four (4) employees from one work location shall be eligible for transfer under this provision during a twelve (12) month period, unless mutually agreed by management. No facility shall be required to accept the transfer of more than two (2) employees under this provision. If all employees on the transfer list are not able to transfer to a vacancy during the year, up to three (3) employees who were unable to transfer will be carried over, in addition to the eligible twelve, for the next calendar year.

Exceptions to these provisions may be granted on a case by case basis but only at the discretion of management.

This category of transfer shall be awarded after seniority based transfer provisions have been met but prior to all other transfer requests.

Section E. Transfers in Department of Mental Health.

The current Letter of Understanding addressing Article 15, Section D., signed by MCO and DMH respectively on May 12th and 13th, 1994 shall continue in effect unless altered or replaced in secondary negotiations.

Section F. Transfer Interviews.

If the Employer conducts lateral transfer interviews related to this Article, an employee selected for interview shall be allowed necessary and reasonable time for such interview without loss of pay or benefits. To be eligible for such paid release time, the employee shall not have declined a reasonable offer of employment at any Work Location following a transfer interview for the class and level.

Section G. Transfer Expense.

Employees transferring under the provisions of this Article shall not be entitled to reimbursement for moving, travel, subsistence or relocation expenses by the Employer, except as may be mutually agreed otherwise.

Section H. Involuntary Reassignment.

1. Change in Shift or RDOs. Reassignments not associated with layoffs, closing of a subdivision of a Work Location, or reorganization of a Work Location, which involve a change in shift or days off, are prohibited with the exception of the following:

a. If a reassignment within a class and Work Location involves a change of shift, a change from custody to housing, or days off, such reassignment will be made by reassigning the least senior qualified employee with Corrections Officer status, in satisfactory service standing, on the shift, in the class, at the Work Location. Exceptions may be made for probationary employees, legally required or implied selective certifications, and employees possessing specific training (firearms, etc.) utilizing inverse seniority.

b. Where an employee has been disciplined and the misconduct or action was such that continuing presence in the work unit may be detrimental to the effectiveness of the work unit or the employee.

c. Where investigated complaints from residents, visitors, recipients or staff are found to be valid and a reassignment is in the interest of effective operation and security.

d. Where the employee is not performing successfully as verified by a less than satisfactory service rating.

e. Unusual circumstances where after consultation with the Union it is mutually agreed that a reassignment is in the best interest of the parties.

2. Reassignment Without Change in Shift or RDOs. Reassignments from a bid position (not associated with layoffs, closing of a subdivision of a Work Location, or reorganization of a Work Location) which does not involve a change in shift or days off, is permitted under the following circumstances:

a. The employee occupies a position which is covered by the High Security Premium program. In such event, the Employer may reassign the employee after nine (9) or more months (20 pay periods) in the bid position to a different position for no more than three (3) months (6 pay periods), after which the employee shall be returned to his/her bid position. The purpose of such reassignment is to provide the employee with cross-training and exposure to a variety of facets of the operations at the Work Location.

b. The employee's performance in the particular bid position is not acceptable. Before a reassignment may be made for reasons of unacceptable performance of his/her particular bid job, the employee must have been informed of the performance standards which must be met, and must have been counseled in writing in an affirmative effort to raise the performance to the acceptable level, and the employee has continued to perform at a level below the established standard.

Such removal for unacceptable performance shall be grievable through Step 3 of the grievance procedure, except that reassignment of an employee who has served less than ninety (90) days in the bid position shall not be grievable.

c. The Warden or Deputy Warden of the employee's Work Location has concluded that reassignment (on either a temporary or permanent basis) is necessary to restore, preserve, or enhance the effective operation of the bid position. Such reassignment shall not be regarded as an indication of unacceptable conduct or performance, no adverse inference should be drawn from such reassignment, and such fact shall be confirmed by written documentation to the employee, with a copy in his/her personnel file. Before such reassignment is made, the employee's MCO Chapter President shall be informed of the facts (which are possible to discuss without improperly invading the employee's personal privacy) from which the Warden or Deputy draws the inference that the reassignment should be made. Such reassignment shall not be grieved but, at the request of the Local 526-M President or Executive Director, shall be reviewed by the Director of the Administration in which the employee is employed to confirm there is a reasonable basis for the action.

3. Return. If a status employee is involuntarily reassigned from his/her bid position, shift or has his/her fixed prime RDOs changed for reasons other than those listed in Article 15 Section H.1.b. through e., and Section H.2., or layoff, that employee will have first right to that bid position, shift or prime RDOs for one year from the date of reassignment, if it becomes available to be filled as a vacancy. In the event that more than one bargaining unit employee is removed, return will be by seniority.

Section I. Probationary Employee Assignments.

The Union recognizes the right of the Employer to place probationary employee(s) on a shift and assignment where exposure will be maximized for training and supervision. Such probationary assignments shall be made after giving consideration to recognizably hazardous assignment locations. It is the intent that the probationary employee will not be placed in an assignment which poses a unusual risk of physical assault by prisoners. It is also the intent of this Section to insure that probationary employees, especially Corrections officers with less than eight months of service, will receive broad experience with close supervision and training by a supervisor or experienced status employee. This assignment will in no case extend beyond the new employee's probationary period. Once an employee satisfactorily completes the probationary period, the position on the shift to which he/she was assigned will become vacant and filled on a permanent basis from the Shift Preference List; the newly statused employee will then be assigned to a shift in accordance with his/her seniority. It is the intent that, in a multiple position assignment, a majority of the positions should be filled by non-probationary employees.

The Union shall be entitled to grieve (among other lawful remedies) an individual probationary employee assignment, on the basis the assignment posed or poses an undue safety risk to the assigned employee, culminating in appeal to and review by the Deputy Director for the Correctional Facilities Administration, the procedures for which shall be established in secondary negotiations.

Section J. Reorganization or Permanent Transfer of Work.

The parties agree that, if operations are significantly reorganized, or Bargaining Unit work is transferred to a new or another existing facility so as to reduce the work load at the initial facility, any dispute regarding how the Sections of this Article are to be applied to such circumstances will be subject to labor-management meetings. Any agreements reached therein shall be recorded in a Letter of Understanding between the Employer and MCO. If agreement cannot be reached in labor-management meetings, such disputes shall be subject to negotiations.

Section K. Classification-Related Assignment Disputes.

While the parties understand and agree that classification remains a prohibited subject of bargaining under the Civil Service Commission's Employee Relations Policy, and while nothing in this Article changes or modifies the Employer's or the Union's rights under that Section of the ERP, certain classification matters continue to be a source of controversy between the parties. The parties therefore agree to meet on a special conference basis, to review specific issues related to classification of unit positions. Such conference shall not require either party to either support or oppose the other party's petitions to the Civil Service Classification Bureau.

Section L. 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 temporary assignment pay under such circumstances the employee must:

a. Be directed to perform the duties and assume the responsibilities of a different classification by the Employer; and

b. Actually perform all or substantially all of the duties and responsibilities which distinguish the classification and determine its level; and

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

2. Payment Rate. 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 Rule 5-3.4, subject to Section 3 below.

3. Payment Due. For temporary assignments totaling more than ten (10) consecutive full days of actual work, the Employer agrees to pay the employee the higher rate as set forth in Section 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 contract 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. Employees whose job classification recognizes working in housing units, lead work, or assistant supervisory responsibilities, and compensation therefor, shall not be eligible for temporary assignment pay except for assignments to classes not supported by the above mentioned housing unit, lead work, or assistant supervisory responsibilities.

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 only be credited to the individual's employment history and toward accumulated seniority upon promotion in accordance with Civil Service rules and policies.

Where the Employer intends, or has reason to believe that the assignment will last more than thirty (30) work days, the appointment shall be made under Civil Service Rules governing temporary appointments, unless otherwise authorized by the Department of Civil Service. Under such circumstances, where such an appointment is made, such time worked shall be credited to the individual's Civil Service employment history file only in accordance with Civil Service Rules and Policies. If an eligible candidate for temporary appointment is not available, the employee assigned out of class should continue to be paid the appropriate rate for working out of class.

5. Position Consolidation. If, after thirty (30) work days, it becomes apparent through scheduling practices that the duties of positions in two or more classifications allocated to different levels, or having different pay ranges, are being consolidated into a single position for an indefinite duration, the Employer shall meet and discuss such consolidation with the Union, upon its request. Thereafter, the parties may, either jointly or separately, petition the Department of Civil Service for a determination regarding the appropriate classification, level, and/or pay range for such position.

6. Disputes Over Job Duties. A dispute over whether the job duties performed were those of another, higher level, class shall be subject solely to the Department of Civil Service Technical Appeal Procedure. A dispute over any other "working out of class" issue shall be subject to the grievance procedure article of this Agreement.

Article 16

HOURS OF WORK AND SCHEDULING

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. Scheduling.

Scheduling problems and concerns will be discussed in Labor-Management Meetings in accordance with Article 11 of this Agreement.

Section C. Work Day.

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

Section D. Work Shift.

The work shift shall normally consist of eight (8) consecutive hours, except as provided otherwise in this Article.

Work shifts for the purpose of determining the starting time for each shift shall be defined as follows:

1. Shifts starting between the hours of 5:00 a.m. and 1:19 p.m. shall be designated the first shift.

2. Shifts starting between the hours of 1:20 p.m. and 9:19 p.m. shall be designated the second shift.

3. Shifts starting between the hours of 9:20 p.m. and 4:59 a.m. shall be designated the third shift.

4. Positions with different starting times shall be assigned to shifts according to facility-level labor management agreements, which shall determine the impact on overtime distribution, vacation book sign-ups, and shift realignment within work location.

For purposes of this Article, current institutional practices concerning the treatment of the day activity shift as a part of, or separate from, the first shift shall continue unless altered through local level Labor-Management meetings, subject to the approval of the Department and the MCO Central Office.

Current Departmental practices regarding shift starting times, and changes in shift starting time, may be continued. Where the Employer intends to deviate from such Departmental practices, the Employer shall first notify the Union and attempt to resolve any adverse impact in accordance with Section 6-4.1 of the Employee Relations Policy Rule. In the Department of Corrections the work shift shall be exclusive of a line-up period, if any, that is normally not expected to be less than six (6) nor more than twelve (12) minutes prior to the beginning of the work shift.

Section E. Work Schedules.

Work schedules shall be defined as an employee's assigned hours, days of the week, days off, and shift rotation. Except for new employee and in-service training purposes, work schedules, where at all possible, shall be maintained on a regular basis or fixed 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. Such schedules shall not be inconsistent with this Agreement.

Nothing herein shall preclude the Union and the Department of Mental Health from reaching agreement regarding conversion from a scheduling system of fixed regular days

The Union shall be entitled to grieve (among other lawful remedies) an individual probationary employee assignment, on the basis the assignment posed or poses an undue safety risk to the assigned employee, culminating in appeal to and review by the Deputy Director for the Correctional Facilities Administration, the procedures for which shall be established in secondary negotiations.

Section J. Reorganization or Permanent Transfer of Work.

The parties agree that, if operations are significantly reorganized, or Bargaining Unit work is transferred to a new or another existing facility so as to reduce the work load at the initial facility, any dispute regarding how the Sections of this Article are to be applied to such circumstances will be subject to labor-management meetings. Any agreements reached therein shall be recorded in a Letter of Understanding between the Employer and MCO. If agreement cannot be reached in labor-management meetings, such disputes shall be subject to negotiations.

Section K. Classification-Related Assignment Disputes.

While the parties understand and agree that classification remains a prohibited subject of bargaining under the Civil Service Commission's Employee Relations Policy, and while nothing in this Article changes or modifies the Employer's or the Union's rights under that Section of the ERP, certain classification matters continue to be a source of controversy between the parties. The parties therefore agree to meet on a special conference basis, to review specific issues related to classification of unit positions. Such conference shall not require either party to either support or oppose the other party's petitions to the Civil Service Classification Bureau.

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5. Position Consolidation. If, after thirty (30) work days, it becomes apparent through scheduling practices that the duties of positions in two or more classifications allocated to different levels, or having different pay ranges, are being consolidated into a single position for an indefinite duration, the Employer shall meet and discuss such consolidation with the Union, upon its request. Thereafter, the parties may, either jointly or separately, petition the Department of Civil Service for a determination regarding the appropriate classification, level, and/or pay range for such position.

6. Disputes Over Job Duties. A dispute over whether the job duties performed were those of another, higher level, class shall be subject solely to the Department of Civil Service Technical Appeal Procedure. A dispute over any other "working out of class" issue shall be subject to the grievance procedure article of this Agreement.

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For purposes of this Article, current institutional practices concerning the treatment of the day activity shift as a part of, or separate from, the first shift shall continue unless altered through local level Labor-Management meetings, subject to the approval of the Department and the MCO Central Office.

Current Departmental practices regarding shift starting times, and changes in shift starting time, may be continued. Where the Employer intends to deviate from such Departmental practices, the Employer shall first notify the Union and attempt to resolve any adverse impact in accordance with Section 6-4.1 of the Employee Relations Policy Rule. In the Department of Corrections the work shift shall be exclusive of a line-up period, if any, that is normally not expected to be less than six (6) nor more than twelve (12) minutes prior to the beginning of the work shift.

Section E. Work Schedules.

Work schedules shall be defined as an employee's assigned hours, days of the week, days off, and shift rotation. Except for new employee and in-service training purposes, work schedules, where at all possible, shall be maintained on a regular basis or fixed 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. Such schedules shall not be inconsistent with this Agreement.

Nothing herein shall preclude the Union and the Department of Mental Health from reaching agreement regarding conversion from a scheduling system of fixed regular days

off to rotating days off, as well as other matters directly and inextricably intertwined with such issue. However, the issue shall not be regarded as a mandatory subject of bargaining in secondary negotiations.

Section F. Change of Work Schedules.

Employees, individually or collectively, shall not have their work schedule changed, unless they have been notified of such change ninety-six (96) hours in advance of the beginning of the biweekly work period.

In the event such notice of work schedule change is not given the affected employee(s) at least ninety-six (96) hours prior to the bi-weekly work period, such employee(s) shall be compensated at the rate of time and one-half (1 ½) for the hours worked on the first shift of the changed work schedule which were outside the previously established work schedule.

Scheduling changes necessitated by granting requests initiated by employees shall be exempt from the one and one-half (1½) time compensation required by this Section. With the Employer's approval, employees may voluntarily agree to changes in the work schedules without penalty to the Employer.

In the event of a permanent 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. In the event such two-shift release is not provided, the affected employee(s) shall be compensated at the rate of time-and-one-half (1 ½) for the hours worked on the first shift of the changed work schedule.

Notwithstanding the rest of this section, the parties agree to continue implementation of the relief factor management system, and for expanding to multiple shifts, in the Department of Corrections, in accordance with current practice and prior consultation and agreement with the Union where temporary contractual waiver(s) would be required.

Section G. Swing Shifts.

Only those employees in Community Corrections Centers and in the Camps programs may be scheduled for swing shifts. Employees in Community Corrections Centers may be scheduled for swing shifts where staffing patterns are based on such schedules. In the camps program, swing shifts may only be scheduled for unanticipated

absences, such as (but not limited to) leaves of absence, extended sick leave, long term disability or workers compensation leaves, and emergencies. However, such swing shifts shall be scheduled so as to affect the minimum number of employees. Swing shifts are defined as schedules in camps and centers which involve an employee being assigned to work more than one (1) non-overtime shift during the work period. An employee shall not be required to change shift more than three (3) times during the biweekly work period. In the event the employee is required to change shifts more than two (2) times during the biweekly period, all hours worked by such employee in that pay period shall be paid at shift differential rates. In the event the employee is required to change shifts more than three (3) times during the bi-weekly period, all regular hours worked in the bi-weekly period subsequent to the fourth shift change shall be paid at time-and-one-half rates.

When swing shifts are scheduled, the employee shall be scheduled off work for at least sixteen (16) hours between shift changes. Absent such sixteen (16) hours, the employee shall be paid at premium rates for all hours the employee works during such sixteen (16) hour period. Except as may be agreed on an individual basis, scheduled days off shall not be split for any employee for the purpose of avoiding this overtime pay obligation.

Section H. Meal Periods.

Except for employees in school or on OJT, work schedules shall provide for the work day to be unbroken and a paid meal period established of not more than thirty (30) minutes where continuous coverage is required and employees cannot be relieved of custody responsibilities. However, this shall not prohibit work schedules which provide for an unpaid meal period in the Department of Mental Health and in health care units in the Department of Corrections. An employee scheduled for an unpaid meal period, but whom the Employer requires to work at a work assignment and is not relieved for such meal period, shall have such time treated as hours worked for the purpose of computing overtime. However, upon mutual agreement between the supervisor and the employee, the employee may choose to leave work before the scheduled ending time rather than receive overtime pay.

It is understood that Department of Corrections health care unit schedules will not be changed to the 8 ½ hour day, with an unpaid meal period, unless there is a strong operational or programmatic reason for doing so, management provides the Union with two (2) full pay period's written forenotice of its intent and reason, and the Union is afforded the opportunity to discuss and attempt to resolve its concerns, on a department-level basis, before the changed schedule is implemented.

Section I. Rest Periods.

The Employer agrees that, where feasible after taking staffing and security into consideration, it is the intent that supervisors will make a reasonable effort to provide a rest period to be taken in the course of performing operational duties. Custody and security considerations shall be primary, and such rest period shall not diminish in any way the employee's continued responsibility for such matters during the rest period. Under no circumstances shall an employee be entitled to receive overtime premium pay for any rest period, taken or not taken.

Section J. No Guarantee or Limitation.

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

Section K. Alternative Work Scheduling Systems (Flextime).

Nothing in this Article shall be construed to limit the Employer in establishing, modifying or abolishing such voluntary alternative work scheduling systems as are consistent with program needs of the Employer and which do not violate the terms of this Agreement. The determination of whether to modify or abolish a voluntary alternative work scheduling system shall be solely within the Employer's discretion; however, if such determination would produce a substantial adverse impact upon employees in this Unit, such determination shall be subject to Labor-Management Meetings. Plans proposed by the Employer for consideration by employees shall be provided to the Union prior to being presented to the affected employees. If any alternative work scheduling plan 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 biweekly work period and to all hours in excess of ten (10) worked outside the regular daily alternative schedule.

Section L. Consecutive Scheduled Days Off (RDOs).

Except as may be agreed between the employing department and the Union, scheduled days off (RDOs) shall be scheduled so that two or more RDOs are consecutive. The Union agrees that the Union will not process any grievance arising out of such exception, if the Union has agreed to such exception, nor shall the Union process any grievances contesting a denial of a request for split RDOs, if the Union has not agreed to split RDOs.

Article 17

OVERTIME

Section A. Definitions.

1. Overtime. Overtime is authorized time that an eligible employee works in excess of eight (8) hours in a work day (ten hours for employees working alternate work schedules) or eighty (80) hours of work time, as defined in A.3. below, in a biweekly work period.

2. Biweekly Work Period. The biweekly work period is as defined in Article 16, Section A., Hours of Work and Scheduling.

3. Work Time. All of the following shall be included in work time.

a. All hours actually spent performing duties on the assigned job. (See also Article 34.)

b. Paid Leave Status - All hours in paid leave status, when taken and paid in accordance with this Agreement, including administrative leave, not to exceed eight (8) hours per day (ten (10) hours for employees working alternate work schedules).

c. Paid Holiday Absence - When paid in accordance with Article 18, Holidays.

d. Rest Periods - Taken in accordance with Section I. of Article 16, Hours of Work and Scheduling.

e. Meals Periods - Where the employee is required to remain at his/her post, station or duties, as provided in Section H. of Article 16, Hours of Work and Scheduling.

f. Call-in Time - Time paid in accordance with Section E. of this Article.

g. Grievance Administration - Time spent in processing or representing grievances but only to the extent authorized in Section G. of Article 9, Grievance Procedure.

h. Travel time required by and at the direction of the Employer including travel between job sites before, during or after the regular work day, if directed by the Employer.

Section B. Eligibility for Overtime Credit.

Subject to the provisions of Section C. below, the Employer agrees to compensate employees at the premium rate of time and one-half (1½) times their "regular rate of pay" in cash payment, or in compensatory time, for all hours of work time worked in excess of eight (8) hours in a work day or eighty (80) hours per biweekly work period. Employees working alternate work schedules will be paid for daily overtime in accordance with Section K. of Article 16, Hours of Work and Scheduling. The term "regular rate of pay" shall have that meaning established by the Federal Fair Labor Standards Act. Further:

The Employer agrees to compensate employees at the premium rate of time and one-half (1½) in cash payment, or in compensatory time, in accordance with this Agreement regardless of whether such overtime is worked in a work period containing a contractual holiday. In the event compensatory time is earned, shift differential (if applicable) shall be paid in accordance with Article 31.

Section C. Overtime Compensation.

1. Compensatory Time - The amount of compensatory time credit earned shall equal one and one-half (1½) times the amount of actual overtime hours worked, pursuant to the eligibility standards of Section B. of this Article.

An employee may, with prior notice to the Appointing Authority, choose either to receive cash payment or compensatory time for all overtime hours actually worked, subject to a maximum accumulation of one hundred (100) hours of compensatory time. Overtime credit earned on a particular day may not be split between cash pay and compensatory time.

Effective January 1, 1996 and thereafter effective October 1, 1996 and each fiscal year thereafter, and subject to the 100 hour cap, an employee may accrue the first one hundred fifty (150) hours of compensatory time at his/her sole discretion. Thereafter, during the remainder of the fiscal year any such accrual beyond the initial 150 hours shall only be by mutual agreement between the employee and the Employer. Compensatory time hours accumulated and not used in a fiscal year shall be carried forward into the following fiscal year.

An employee who wishes to use such compensatory time may do so with the prior approval of the designated supervisor, who shall establish no criteria for such approval other than would be used to respond to an annual leave request.

Compensatory time credits shall normally be used before the employee may utilize annual leave. An exception would be made (1) where an employee at the annual leave accrual maximum would thereby be caused to forfeit annual leave accrual; or (2) if the employee has an accumulated annual leave balance of at least 200 hours and wishes to use a block of time of eight (8) or more hours of annual leave; or (3) the employee is using annual leave credits which he/she has notified the Employer will be "bought back", and the Union has confirmed it, but only in accordance with Article 7 of this Agreement.

An employee who has accumulated one hundred (100) hours of compensatory time shall only be entitled to cash payment for any additional overtime worked. Upon separation for any reason which would require payment of annual leave balances, the employee shall be paid for all unused compensatory time at base pay rates then in effect.

Unused (and unpaid) compensatory time credits of an employee who is separated from state employment, or who transfers to a different appointing authority, shall be paid at the time of such separation or transfer. The rate of payment shall be either the employee's base rate, or the average base rate received by the employee during the last three (3) years of employment, whichever is greater. Unused compensatory time credits of an employee who is laid off shall be paid in the same manner as annual leave.

At the employee's option, the employee may apply to receive cash payment for unused compensatory time credits. The employee shall provide the agency with written notice of the number of hours for which he/she wishes payment during the first full pay period in September. The maximum number of hours for which the employee may seek cash payment shall be the lesser of 80 hours, the number of compensatory time hours credited to the employee on the date of notice, or the number of compensatory time hours credited to the employee at the time that payment is made.

Payment shall be made not later than the end of the first full pay period in the following December. The rate of payment shall be either the employee's base rate of pay at the time of payment, or the average base rate received by the employee during the last three (3) years of employment, whichever is greater. In the event there are not sufficient funds allotted to pay off all the compensatory hours timely applied for, the available funds shall be allocated among requests on the basis of the applicants' seniority.

An employee who applies for cash payment for unused compensatory time credits shall not be eligible to receive overtime pay in the form of compensatory time credits during the fiscal year which begins following the month in which application is made.

Cash payment for unused compensatory time credits shall not be treated as hours worked or hours in pay status for purposes of overtime calculation or any benefit accrual.

Compensatory hours for which the employee has requested cash payoff pursuant to the paragraphs above shall not be included in the annual leave formula.

To implement this subsection, the Department of Corrections and the Department of Mental Health will each establish a Department-wide account for FY 96-97, 97-98, and 98-99. The amount for each of the fiscal years shall be $225,000 in the Department of Corrections and $10,000 in the Department of Mental Health. These appropriations shall be available exclusively for the purpose of funding cash payments and related FICA and Retirement contributions to Security Unit employees for unused compensatory time credits in accordance with this subsection.

It is the intent of the parties that unspent and unencumbered balances at the end of a fiscal year shall be carried forward only for such use in the subsequent fiscal year, If authorized by the Legislature.

2. Cash Payment:

a. Regular Rate - The employee's rate per hour, including any applicable shift premium.

b. Premium Rate is one and one-half (1½) times the employee's regular rate.

c. The Employer shall make a good faith effort, where possible and in accordance with current practice, to pay for overtime worked on the pay day of the first pay period following the biweekly work period in which the overtime was worked.

Section D. Pyramiding.

Premium payment shall not be duplicated (pyramided) for the same hours worked. If an employee works on a contractual holiday, overtime compensation for the first eight (8) hours (ten (10) hours for employees working alternate work schedules) worked on the holiday is due and payable only after eighty (80) hours work time in a biweekly work period are exceeded.

Section E. Call-In.

Call-In is defined as the act of contacting an employee in accordance with Section F. of this Article at a time other than the regularly scheduled shift and requesting/directing that the employee report for work, ready and able to perform assigned duties. Employees who are called in and whose call in time is immediately adjacent and prior to their scheduled shift starting time will be paid only for those hours worked. Employees who are called in and whose call in hours are not immediately adjacent and prior to their scheduled shift starting time will be paid a minimum of two (2) hours compensation at the premium rate.

It is the intent that, with the exception of mobilization exercises, when the Employer calls an employee in for in-service training, the Employer will make a good faith effort to not call an employee in on such employee's scheduled regular day off.

Section F. Overtime Distribution Procedure.

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

1. Department of Corrections: In the Department of Corrections, the issue of overtime distribution procedures shall be subject to secondary negotiations. Pending the final resolution in secondary negotiations, the following overtime distribution procedures shall apply.

a. Voluntary Shift Overtime Equalization List: During any calendar quarter an available employee may place his/her name on the Voluntary Shift Overtime Equalization List ("OEL") for the following quarter. A separate OEL shall be maintained for each shift's "A" list by RDO group, and "B" list by shift. The employee may place his/her name on the list for each and every shift. The day activity shift shall have a separate OEL only at those work locations where current practice distinguishes such day activity shift from the morning shift. Current practice regarding a separate day activity shift OEL may be discontinued in local-level Labor-Management meetings. At agencies where the current practice is to maintain a separate OEL confined to only certain categories of assignments (e.g., transportation squads; custody vs. housing), such practice may continue unless discontinued through secondary agreement provisions. Each Camp and Corrections Center may maintain one combined list for all shifts.

An employee may inactivate his/her name from the OEL during the calendar quarter; however, the employee shall remain inactive for the remainder of the calendar quarter in which such inactivation occurs.

An available employee who has not inactivated his/her name during the calendar quarter may place his/her name on the OEL during the calendar quarter to which the list is applicable. In such event, the employee will be credited with the number of overtime hours equal to the employee already on the list, at the time of such mid-quarter addition, with the most hours credited.

The OEL for each shift shall be composed of two parts (e.g., first shift, Part A; first shift, Part B). Part A shall consist of the names of employees on that shift by RDO group who have placed their names on the list, in seniority order. Part B shall consist of the names of employees from other shifts who have placed their names on the list, in seniority order. Each employee's name will also have the employee's current RDOs indicated (and updated).

Except as noted below, whenever overtime on the shift must be worked, it shall be offered to the employee with the lowest number of overtime hours recorded on Part A of the OEL for that shift. The overtime shall be successively offered to employees in Part A of the list in ascending order of overtime hours recorded on the list. If enough employees on Part A of the OEL for that shift do not accept the offered overtime, the overtime shall then be offered to the employee(s) on Part B of the OEL for that shift, in identical ascending order.

An employee who, upon being offered overtime work from operation of the OEL, declines the offered overtime shall be credited with the number of hours offered as if he/she had worked them.

b. Temporary Unavailability: An employee who would otherwise be entitled to work the required overtime due to operation of the OEL, but whom the Employer has attempted and been unable to contact (including contact with a telephone answering device), shall be considered as temporarily unavailable and having been offered, but declined the overtime hours for equalization purposes. Contact with a telephone device will be presumed if the employer leaves a message on the device, but there is no requirement to leave a message if the device does not have a feature that permits the calling party to cancel a greetings message by pressing a key and begin recording immediately.

An employee on approved paid leave will have his/her recorded overtime hours adjusted by being treated during the paid leave as having been offered the overtime in accordance with normal operation of the OEL but having declined such offered overtime.

An employee who does not possess the special qualifications and ability required (if any) to perform the particular overtime work or who does not meet any legally required or implied gender requirement may be treated as temporarily unavailable.

An employee who is recorded as having been offered and declined overtime from the OEL, on five consecutive occasions since the employee's last overtime worked during the calendar quarter, shall be treated as having been offered and declined the overtime work for the balance of the calendar quarter.

An employee who has accepted an offer of overtime and then wishes to cancel must notify the Employer as soon as reasonably possible, preferably within forty-eight hours prior to the scheduled starting time of the overtime. An employee who fails to timely cancel shall be treated as unavailable for voluntary overtime from the OEL during the balance of the quarter in which such incident occurs and the following quarter.

An employee who has actually worked 120 or more hours since the beginning of a pay period shall be treated the same as an employee on approved paid leave for purposes of scheduling overtime during the balance of such pay period.

c. Holdovers From Previous Shifts: When the overtime to be worked is expected to be two (2) hours or less, the supervisor will hold employees over from the previous shift, using the following procedure:

(1) During or at the beginning of the shift, the supervisor will poll the employees present on the shift for volunteers, and assign (and record) the overtime to the volunteer(s) with the least number of hours on the OEL.

(2) If it appears the number of volunteers will not be sufficient to cover the anticipated number of holdovers, the supervisor will notify the employees on the shift who are lowest on the mandatory overtime list that they may be held over. The number of low seniority employees who shall be so notified shall equal, at a minimum, the difference between the number of volunteers and the number of holdovers anticipated. If the number of employees in the above-described holdover pool is insufficient to cover the number of holdovers required, then the employee working the assignment on the shift may be held over, on an overtime basis, until relief is provided.

d. Call-in Procedure: When the overtime is anticipated to be over two (2) hours, supervisors will call employees in according to the provisions for using the OEL. If it becomes necessary to hold an employee over from the previous shift, while employees from the OEL are being contacted, the procedure established in subsection c. above will be observed.

e. Administration of Equalization Lists: OEL lists shall be considered equalized if all employees on the list are within a range of seventeen (17) overtime hours. Employees will be offered overtime on the basis of lowest number of recorded hours worked and/or declined.

• Employees with the lowest number of credited hours shall be called first.

• In cases where more than one RDO group is scheduled off at the same time for "A" list employees, overtime will be offered to those employees with the lowest number of hours credited from all the RDO groups scheduled off.

The Employer shall maintain current "B" list(s) of employees by shift indicating the number of overtime hours worked and declined, which shall be made available to the Union upon request.

It is understood that the Employer will make a reasonable effort to maintain an equal number of eligible employees in each RDO group. Issues relating to the balancing of RDO groups (e.g., position vacancies, length of time before groups are adjusted, involuntary schedule changes, etc.) shall be subject to local-level Labor-Management meetings. If agreement cannot be reached, such issue(s) shall be subject to department-level Labor-Management meetings.

To facilitate entries and calculations, the cumulative number of hours recorded for each employee on the OEL shall be adjusted four (4) times each year, as follows:

• All groups shall be adjusted at the same time.

• The lowest credited overtime hour total shall be subtracted from each employee's credited hours on the list for the RDO group.

• The adjustments shall be made in the first full pay period of January, April, July, and October unless altered through secondary agreement.

In the event an employee is added to an RDO group or transfers to another RDO group, the employee shall be placed on the new RDO group OEL with the same number of hours as the employee in that group with the highest number of hours.

Errors in administering the OEL (i.e., clerical or simple oversight) shall be corrected by restoring the employee to his/her rightful place on the list and offering or bypassing the employee's name, as appropriate.

To remedy misuse of the OEL and/or this procedure, an employee whose credited overtime hours are outside the 17-hour equalization range shall be paid four (4) hours at straight-time pay rates (not compensatory time) for every eight (8) hours that the employee is outside the range, including any proportional amount. This determination shall be made on the date the hours are adjusted quarterly.

f. Involuntary (Mandatory) Overtime: If enough employees on the applicable OEL do not accept and work the offered overtime, and the Employer must direct involuntary overtime, the Employer shall direct the least senior qualified employee(s) to work the overtime on a mandatory basis, except that involuntary (mandatory) overtime shall be assigned by inverse order of the bottom half of the seniority list, for the shift, on a rotational basis. However, an employee shall not be required to work overtime on a mandatory basis within the 32 hour period following the beginning of the last overtime shift of more than four (4) hours the employee worked.

At a work location with 100 or fewer bargaining unit employees, the mandatory overtime list (seniority list) may consist of all the bargaining unit employees in active payroll status at the work location, regardless of shift. Current practice at such work locations concerning merging or separating shift seniority lists for purposes of the mandatory overtime list will be maintained unless provided differently in a Secondary Agreement.

NOTE:

(1) It is the intent that supervisors seek volunteers for overtime right up until the beginning of the shift. The seventeen (17) hour range in equalization will allow supervisors maximum latitude when seeking volunteers.

(2) The combination of the housing and custody complements at all but SPSM Central Complex for overtime equalization in no way diminishes the Department's commitment to the treatment team concept.

(3) Equalization lists will be made available to the employees and the Union for inspection.

(4) Funeral and compassionate visit detail will be voluntary and will be excluded from the overtime equalization procedure.

(5) Supervisors are encouraged to take car pools and other personal commitments into consideration when holding employees over. Supervisors shall attempt not to schedule an employee for mandatory overtime for a full shift immediately preceding a mandatory in-service training shift for which the employee is already scheduled.

(6) Inservice training may be scheduled on an overtime basis where necessary to maintain a training schedule, and shall be exempted from the overtime equalization procedure and the 32-hour buffer period.

(7) The Employer or the union may propose to place one or more shifts at a work location on pre-scheduled 6-day shift, provided such 6-day scheduling is necessary for the safety and security of the institution.

(8) The question of whether and, if so, the circumstances under which, the Employer may use volunteers from another work location (who are familiar with the work location where the overtime is to be worked), prior to resorting to mandatory overtime scheduling, may be addressed in Secondary negotiations.

(9) An employee required to be a certain gender, or to have special qualifications or abilities to perform a particular overtime assignment, will be excluded from the OEL procedure.

(10) The parties may agree in local-level Labor-Management meetings to establish procedures for overtime after exhausting contractual procedures.

2. Department of Mental Health: In the Department of Mental Health the issue of overtime distribution and equalization procedures shall be subject to secondary negotiations at the request of either party. Pending the final resolution of secondary negotiations, the Huron Valley Center procedure established in the MCO/DMH Labor-Management meeting of 10/10/95 shall apply, and the following overtime distribution procedure shall apply at the DMH Forensic Center:

a. Voluntary Overtime List: Overall preference for unscheduled overtime will be given to Forensic Security Aides (FSAs) who are on the Voluntary Overtime List. First preference shall go to FSAs who are on duty. Second preference shall go to FSAs who are off duty. The Voluntary Overtime List shall be developed on a daily basis, shall not be carried over to other shifts or days, and shall be administered in the following manner:

(1) FSAs on duty shall call the area supervisor during the first six (6) hours of the shift to activate their names for available overtime on the following shift.

(2) FSAs off duty shall call the area supervisor during the first six (6) hours of the shift preceding the one they are volunteering to work. Their names and phone numbers will be recorded on the Voluntary Overtime List.

(3) After the six (6) hour cut off time, a list will be prepared which will rank the employees by equalization hours, with first preference going to on-duty staff. This list will be used to assign available overtime.

(4) Such requests to work overtime must be for any area or assignment, provided that legally required or implied gender-based selective certification requirements (if any) are maintained.

(5) FSAs who place their name on the Voluntary Overtime List and subsequently refuse the overtime, will have those hours credited on the equalization list as if they worked.

(6) In the event that two or more FSAs have worked an equal number of hours of overtime in the current quarter, the overtime will be distributed to these FSAs in seniority order.

b. Mandatory Overtime List:

(1) If names on the Voluntary Overtime List are insufficient to provide the required coverage, mandatory overtime will be assigned to the first person on the Mandatory Overtime List who is currently on duty.

(2) If the assignment is reasonably expected to last two (2) hours or less, no relief coverage will be sought. If the assignment is expected to last more than two (2) hours the area supervisor may assign mandatory overtime for the entire shift.

(3) Forensic Security Supervisors may volunteer and replace an employee on a mandatory overtime assignment. The supervisor in these cases is expected to complete the full range of duties normally assigned to the mandatoried employee.

(4) An employee will not be required to work mandatory overtime within thirty-two (32) hours of their last overtime shift of more than four (4) hours.

(5) Mandatory overtime shall be waived for employees beginning a previously scheduled vacation (40 hours or more) unless a condition of general emergency exists.

(6) Outside volunteers may replace mandatoried employees at all times. Efforts may be made to poll on duty employees or call in off-duty employees, to replace mandatoried employees.

(7) Mandatory lists shall be "zeroed-out" on a fiscal year basis.

(8) An employee will be exempt from mandatory overtime on the last scheduled shift prior to the employee's previously approved leave time or the employee's split RDO pairing that consists of only one day.

c. Overtime Equalization List: The overtime equalization list will be kept in the area supervisor's office and will be reasonably available for review by FSAs. This list shall be updated daily and recorded in tenths of hours. This list shall be zeroed out quarterly. Errors in administering the overtime equalization provisions of this agreement shall be corrected by restoring the employee to his/her rightful place on the applicable list, and offering to or bypassing the employee, as appropriate.

d. Preplanned Overtime:

(1) Definitions.

(a) Preplanned Overtime - The scheduling of overtime in advance of the time it is needed.

(b) Overtime Equalization List - A listing of overtime worked by employees. This listing shall be zeroed out quarterly.

(c) Register Book - A listing of pre-planned overtime assignments. This listing shall be separated by shift.

(2) Procedure.

(a) Preplanned overtime assignments will be used for U of M Hospital, 1-to-1 coverage, scheduling vacations and other known scheduling needs.

(b) The determination of the use and the number of preplanned assignments will be made by the Director of Security or his designee.

(c) Preplanned assignments will be posted in a locked bulletin board, outside the area supervisor's office, from Sunday through mid-shift Wednesday of the week preceding the week the preplanned overtime is needed. The posting will include the date, shift and number of staff needed.

(d) Employees interested in working the assigned time shall notify the area supervisor any time during the posting period.

(e) Employees selected to work will have their names posted on the Friday preceding the overtime assignment.

(f) In the event that a last minute preplanned overtime assignment is posted after the mid-shift Wednesday deadline, or the required number of employees needed has not been met, an employee may sign up at least 24 hours prior to the preplanned assignment. Employees signing up after this time (24 hours prior notice) shall place their names on the voluntary overtime list, in accordance with Section F.2.a. of this Article.

(g) Preference will be given to registered staff who have worked the fewest overtime hours using the latest Overtime Equalization List.

(h) All overtime will be recorded on the Overtime Equalization List.

(i) Preplanned overtime arrangements have preference over the voluntary overtime lists. Preplanned overtime arrangements which have been canceled do not have preference over employees on the voluntary overtime lists.

(j) Preplanned overtime assignments may be canceled without financial liability to the agency, by notifying the employee prior to reporting to duty. Employees, not notified of cancellation, and reporting for duty, will receive call back pay (2 hours).

Section G. Probationary Employees.

Upon satisfactory completion of their eight-month probationary service rating period, probationary employees with a 1-year probationary period shall be placed on the mandatory overtime list, and shall be eligible to be placed on the voluntary overtime equalization list with a balance of overtime hours equal to those of the employee having worked the most hours on the list, so that such employees are last to be called. Employees with a six-month probationary period will be similarly placed upon satisfactory completion of their probationary period.

Revisions in the overtime procedure, if any, due to the ratio of status to probationary employees at new facilities shall be discussed in secondary negotiations and will cover a period of up to one (1) year from the date the new facility opened.

Section H. Emergency Overtime.

In an emergency situation, the Employer may assign required overtime hours without regard to the overtime equalization chart. However, emergency overtime hours worked shall be recorded on the chart. An emergency for purposes of this Section shall

include an act of God, or a situation requiring the immediate mobilization of staff beyond that available on the shift.

Section I. General.

The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination is made that the overtime work is necessary.

Section J. Modified Mandatory Overtime Premium.

The following shall be the modified mandatory overtime premium:

1. A non-probationary employee shall be paid two times the employee's regular rate of pay for all non-training mandatory overtime hours worked on his/her second RDO of the scheduled RDO set, provided:

a. The employee actually worked eight (8) or more hours on the first day of the scheduled RDO set; and

b. The employee actually worked eight (8) or more hours on such second RDO; and

c. The number of hours actually worked in the pay period containing such second RDO, minus "offset hours" (as defined in subsection 2 below) exceeds 104 hours.

2. For purposes of subsection 1.c. above, "offset hours" shall include:

a. Line-up time pursuant to Article 34; and

b. Time in non-pay status (lost time, AWOL time, suspensions, unpaid LOAs, etc.)

c. Paid leave time including: Annual leave; sick leave; compensatory time used; holiday leave; birthday leave; Plan B hours used; administrative leave for jury duty, job interviews (if granted), union negotiating activities; and time charged to the Union Administrative Leave Bank provided for in Article 7, Section E.

3. The calculations provided for herein shall be performed after the end of the pay period in question.

4. Hours payable at double-time rates pursuant to this Section shall be paid only in cash payment and shall not be credited as compensatory time.

5. Nothing herein shall be construed to authorize double time payment for any other overtime worked under the provisions of this contract.

6. Nothing herein shall be construed as a waiver of the 32-hour buffer period provided for in Sections F.1.f., and F.2. b. (4) of this Article.

Article 18

HOLIDAYS

Section A. Designated Holidays.

Permanent full-time employees shall be allowed eight (8) hours paid absence from work on the following holiday dates, except as provided herein.

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

In the discretion of the Employing Department, employees whose regular assignment is in a non-continuous operation, is dependent upon interaction with the administration, the courts, or employees outside the Unit, and who work a regular Monday through Friday schedule, will observe the contractual holiday on the same day as that designated by the Civil Service Commission for similarly situated administrative employees.

Section B. Eligibility.

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

1. (Continuing Employee) The employee's 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. (Separating Employee) The employee's 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. (New Employee) The employee's 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 or returning employee's initial biweekly work period, such employee shall not qualify for paid holiday absence for that day.

An employee who is scheduled or required to work on a contractual holiday, but who fails to report for and perform such assigned work without reasonable cause, shall not be eligible to receive holiday pay for such holiday. An employee shall not be eligible for both holiday absence pay and any other form of paid leave on a contractual holiday.

Section C. Work on a Holiday.

The Employer may require employees to work on a paid holiday. The Employer specifically reserves the right to determine the nature and level of work to be performed on paid holidays, as well as the sole discretion to schedule or not schedule employees on such paid holidays.

The Department of Mental Health shall not schedule below the established minimum Forensic Security Aide staffing level. In the Department of Corrections appropriate staff levels above the applicable full staffing Scheduling Plan shall be scheduled on those paid holidays when additional activities associated with observance of the holidays are scheduled.

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) hours in a work period as a result of such holiday shall have the time in excess of eighty (80) hours in a pay period treated as regular overtime work.

Section D. Equivalent Allowance.

Permanent employees who regularly provide less than full-time service are entitled to paid holiday absence in proportion to the time actually worked in accordance with current practice.

Section E. Reduced Staffing Schedules.

Due to reduced staffing needs on various holidays and in recognition of the value of allowing employees to enjoy a holiday absence, scheduling adjustments may be made. Continuous operations employees who were previously scheduled to work on the day of the holiday, and then designated to be given eight (8) hours of paid absence from work on the holiday, shall be selected in the following manner:

1. The Employer will poll employees scheduled to work on the shift in high seniority order to determine each employee's preference regarding work on the holiday. Absence(s) will be granted on the basis of seniority.

2. If there are not enough volunteers to take the paid holiday absence, the Employer shall direct the least senior employee(s) scheduled to work to take the holiday absence.

(Such employees shall receive notice of such schedule not less than ninety-six (96) hours prior to the beginning of the work period containing the holiday for which the paid absence will be authorized.)

3. Exceptions to seniority-order scheduling may be made to account for any special qualifications that may be needed.

Regular days off which fall on a holiday will not be rescheduled. The Local Chapter President or, in his/her absence, the designee, shall be entitled to notice and to consultation with the Agency Employer regarding which positions will or will not be staffed.

Article 19

LEAVES OF ABSENCE WITHOUT PAY

Section A. Eligibility.

Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article. A leave of absence may be granted to a probationary employee at the sole discretion of the employer and denial of a request from a probationary employee shall not be grievable.

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 appropriate supervisor at least (except under emergency circumstances) thirty (30) calendar days in advance of the proposed commencement date for the leave. The request shall state the reason for and the length of the leave of absence being requested.

The supervisor shall consult with the Appointing Authority and furnish a written response as follows:

- Requests for leaves of absence not exceeding one (1) month shall be answered within ten (10) working days.

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

Section C. Approval.

Except as otherwise provided in this Agreement or in applicable statute, employees may be granted a leave of absence without pay at the discretion of the Appointing Authority for a period up to six (6) months.

1. Criteria for Consideration of Request. Appointing Authority determinations under this Section shall not be arbitrary, discriminatory or capricious. When considering whether to grant the requested leave of absence:

a. The Employer shall consider its operational needs, the employee's length of service, and work performance;

b. The Employer shall consider the probability of the employee's ability to return to work within a reasonable period of time;

c. The request for a medical leave of absence will not be denied solely on the basis that the employee has previously been granted an aggregate of six months of medical leave of absence.

2. Criteria for Extensions: Only under bona fide mitigating circumstances may a leave of absence be extended beyond six (6) months.

Except as may otherwise be provided in this agreement, an employee may elect to carry a balance of annual leave during a leave of absence. An employee may elect to carry a compensatory time balance during the leave of absence only with the approval of the Appointing Authority. Denial of a request to carry a compensatory balance shall not be grievable. 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 or compensatory leave due an employee upon going on, or who fails to return from, a leave of absence shall be at the employee's last rate of pay.

Section D. Educational Leave of Absence.

The Employer may approve an individual employee's written request for a full-time educational leave of absence for an initial period of time up to one (1) year. 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 the employee's field of employment. Such employee may return early from such a leave upon approval by the Employer. The Employer shall approve or deny the request for leave of absence without undue delay. Any denial shall include a written explanation of the denial, if requested by the employee.

Section E. Medical Leave of Absence.

Upon depletion of accrued sick leave credits, an employee upon request may be granted a leave of absence for personal illness, injury or temporary disability necessitating his/her absence from work. 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.

A request for a medical leave of absence after the employee has returned to work from an injury or illness absence, due to complications and/or a relapse from that injury or illness will be considered as a medical leave extension request, provided this type of extension is requested within 60 days of return from the original absence.

In addition to the operational needs of the Employer and the employee's work record, the Employer in considering requests for extension will consider verifiable medical information that the employee can return at the end of the extension period with the ability to fully perform the job. When an employee, who has exhausted a medical leave of absence of one (1) year duration, is required to be in employee status in order to collect an awarded employment-related benefit, the Employer agrees to retroactively extend such medical leave of absence solely to afford the employee the opportunity to receive such benefit.

In all other circumstances, a request to extend a medical leave of absence for more than one (1) year may be granted in the sole discretion of the Employer, and only upon sufficient evidence being presented that the employee will, upon expiration of the extension, be able to return to full performance of duties. A denial of such request shall not be grievable.

When a status employee's request for extension of a medical leave of absence is denied, upon individual employee written request, the Employer shall grant a waived rights leave of absence for a period not to exceed one (1) year pursuant to Section I. of this Article.

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.

This Section shall not impair the right of the Employer to require an employee to furnish acceptable medical certification from his/her health care provider (as the term is defined under the FMLA and its implementing regulations) of the employee's mental and/or physical fitness to continue or return to work.

Article 19

Section F. Family and Medical Leave Act.

The parties recognize that the Employer and employees are subject to the provisions of the federal Family and Medical Leave Act (the Act) and have recorded their agreement on implementation of the right and obligations of employees and the Employer under the terms of the Act and its implementing regulations, as may be amended from time to time, in the accompanying Letter of Understanding. The provisions of this Agreement pertaining to the employee's own serious health condition (medical leave), parental leave, and family care leave shall be administered in a manner to assure that the employee's rights under the Act and its implementing regulations are respected. A complaint that such rights under the Act or its implementing regulations have been violated by the Employer shall not be a grievance for purposes of this Agreement.

Section G. Military Leave.

Whenever an employee enters into the active or inactive military service of the United States, the employee shall be granted a military leave of absence and granted such seniority and benefit continuation entitlement as provided under Civil Service Commission Rules and applicable statutes.

Whenever an employee is required to attend active or inactive duty training, s/he shall be allowed to utilize up to fifteen (15) days administrative leave or, seniority permitting, annual leave and/or compensatory time for the period of training. In the event the employee does not have sufficient seniority or accruals to cover such absence, approved lost time shall be granted. Written notification must be given to the employee's supervisor as soon as the employee is aware of his/her training schedule.

Section H. Leave for Union Office.

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

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

2. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with either MCO 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.

3. If the requested leave of absence is for the purpose of permitting the employee to serve as a staff representative for either MCO or the International, such leave shall be for a minimum of two (2) pay periods but shall not extend beyond the end of this Agreement.

4. The Employer is not obligated to grant such leaves of absence for more than one (1) employee from any one Agency in the Department of Corrections or more than one (1) from any other Department. For purposes of this Section, "Agency" in the Department of Corrections is defined as a Facility, Community Corrections Program, and Camps Program.

Section I. Waived Rights Leave of Absence.

The Employer may grant a waived rights leave of absence for a period up to one (1) year 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.

Section J. Parental (Maternity/Paternity) Leave.

Upon written request, an employee shall be granted parental leave for up to six (6) months, following the birth of his/her child, or adoption of a child. Such leave may commence immediately following the expiration of the employee's medical leave (for the mother) or upon adoption, but not later than six weeks following delivery or upon adoption of a child (for the father). If both parents are covered by this contractual provision, such leaves may be taken either concurrently or consecutively. Based upon its operational needs, the Employer may grant an extension of such leave upon request of the employee. The Employer shall consider a request for annual leave immediately prior or subsequent to the period of the parental leave in the same manner as a request for annual leave at other times.

Section K. Return from Leave of Absence.

1. An employee returning to work from an approved leave of absence of six (6) months or less (other than waived rights) will be restored to the position which he/she left, including shift, RDOs and bid job, if applicable.

2. An employee returning from an approved leave of absence of more than six (6) months (other than waived rights) will be restored to a position in the employee's same classification and work location. The Employer will make a good faith effort to return the employee to his/her former shift, RDOs and bid job, but subject to the provisions of Article 15.

However, an employee returning from a Union leave of absence shall be returned to the work location from which he/she departed, and to the shift on which he/she was employed if, at the time of return, he/she has more seniority than the least senior employee on the shift, or there is a vacancy on the shift.

3. An employee who requests to return to work prior to the expiration of the approved leave (other than waived rights) may return only with the approval of the Appointing Authority. Such approval shall not be arbitrarily withheld.

Section L. Jury and Witness Duty.

An employee engaged in jury duty, including the jury selection process, shall be released from the scheduled work day for such duty. An employee so released may elect to receive payment for such jury service under one of the following arrangements:

1. Leave of absence without pay, in which case the employee shall retain jury duty pay and travel/meal expense reimbursement (if any); or

2. Compensatory time or (in the absence of available compensatory time credits), annual leave credits, in which case the employee shall retain the jury duty pay and travel/meal expense reimbursement (if any); or

3. Paid administrative leave, in which case the employee shall remit the jury duty pay (but not travel/meal expense reimbursement) to the Employer.

Upon being notified of jury duty, the employee shall provide notice to the Employer, and thereafter apprise the Employer of the jury duty schedule on a daily basis before the beginning of the employee's scheduled work day. While on jury duty, the employee's schedule shall be adjusted (if the employee requests) to approximate as nearly as possible the court's schedule (e.g., first shift, Monday through Friday). In the event the employee is to receive paid administrative leave, such payment shall be at the base rate (excludes shift differential).

An employee subpoenaed to appear before a court in the judicial branch of government as a witness for the people, or to give testimony arising out of his/her duties as a state employee (and the employee had a reasonable basis for believing his/her conduct was within the scope of authority delegated to the employee), the employee shall be released on paid administrative leave. Second and third shift employees shall be permitted an equivalent amount of time off from the scheduled work on their preceding or succeeding shift for such appearance. The employee shall remit to the Employer all witness fees received (up to the amount of their salary), including travel/meal expense reimbursement received. The employee will be reimbursed by the Employer for any travel/meal expenses in accordance with the State Standardized Travel Regulations.

If an employee is requested or subpoenaed as a witness or appears in court in any other capacity, he/she will not be considered as performing duties associated with state employment, nor shall paid administrative leave be granted.

Article 20

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. If dual files are kept (i.e., one at the department and one at the agency), the information concerning discipline and job performance in each file shall be identical. In no event shall an employee's medical file be contained in his/her personnel file; appropriate notations to permit cross reference to the medical file for documentation of transactions and payroll entries are permitted.

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, and shall not be placed in the employee's personnel file, unless the employee is provided with an exact copy of the notes. Notes concerning matters and events which involve the employee, but which matters the supervisor has not discussed with the employee, shall not be part of the personnel file.

Section B. Access.

Access to and usage of individual personnel files shall be in accordance with applicable law and 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 at reasonable intervals (generally not more frequently than two (2) times per year), and may be accompanied by a Union Representative if he/she so desires. Upon request, the Employer shall make a copy of documents in a personnel file and furnish such copies to the employee. The Employer may charge a reasonable fee for copies previously furnished to the employee or Union, when requests for such copies become excessive. To the extent permitted by law under the Freedom of Information Act (F.O.I.A.), documents and information in the personnel file will not be released if such release would be a clearly unwarranted invasion of the employee's privacy. Prior or concurrent notice shall be given an employee when his/her personnel file is given out pursuant to F.O.I.A.

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.

Section D. Non-Job Related Information.

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

Section E. Time Limits.

Except as to matters involving patient abuse or neglect, records of disciplinary actions/less than satisfactory service ratings issued subsequent to the execution of this Agreement 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, upon employee request at such time, provided that no new disciplinary action/less than satisfactory service rating has occurred during such twenty-four (24) month period.

In the Department of Mental Health, records relating to disciplinary action/less than satisfactory service for substantiated abuse or neglect of a patient shall be removed not later than forty-eight (48) months following the date of such action, provided no new

disciplinary action or service rating for abuse or neglect has been issued to the employee during the 48 month period. For purposes of this Section, the term "substantiated" shall mean a disciplinary action/less than satisfactory service rating not grieved, or upheld in the grievance procedure in accordance with Article 9 of this Agreement.

Counseling memoranda shall similarly be removed twelve (12) months following the date of issuance, upon employee request at such time, provided no new counseling memorandum or less than satisfactory service rating has been issued during such twelve (12) month period.

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 Rule and Regulations. Nothing in these provisions is intended to prohibit the Employer from retaining (in a location other than in the employee's personnel file) and using records, even if "dated", as evidence in defending against claims of unlawful discrimination by the Employer, the State, its departments, agencies, officers, employees or agents.

The provisions of this Section shall apply retroactively to disciplinary actions/less than satisfactory service ratings and written reprimands/counseling memoranda initiated prior to the execution of this Agreement, to the extent that such information cannot be used in any hearing or proceeding concerning the employee.

The Employer may remove such documents prior to the expiration of the respective period, at the employee's request, and at the sole discretion of the Employer.

Article 21

CONTRACTING AND SUB-CONTRACTING

The Employer reserves the right, subject to Civil Service Rule 4-6 (Contractual Personal Services), to contract out or sub-contract any work it deems necessary or desirable and/or as required by law.

Whenever contracting out or sub-contracting will result in substantial adverse impact upon Bargaining Unit employees, the Employer will inform the Union and will meet under the Employee Relations Policy Rule upon the resulting impact of such decision on employees, its remedy or modification.

Nothing in this Article shall prohibit the Employer from continuing and/or renewing current contracting and sub-contracting arrangements, and from contracting or sub-contracting with different parties for the same or similar services.

Nothing in this Agreement shall be construed to prohibit or limit the Employer in the use of contractual services in accordance with Civil Service Rule Section 4-6; rather, this Article is a commitment for the Departmental Employer to provide the Union with notice of impending use of contractual services, to provide reasonable Meet and Confer rights in such circumstances, and to make reasonable efforts, not involving a delay in implementation, to reduce or otherwise modify the impact of such contractual services on existing unit employees.

The Employer's notice to the Union of impending use of contractual services shall consist of a copy of the request made to Civil Service and shall include such matters as:

a. The nature of the work to be performed or the service to be provided.

b. The proposed duration and cost of such sub-contracting.

c. The rationale for such sub-contracting.

In case of preauthorized contractual services, c. above need not be provided.; however, the Employer agrees to meet with the Union, upon request, should the Union have questions concerning the information provided.

Article 22

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.

The Employer may recover over-compensation (including expense reimbursements) from unit employees in accordance with the Civil Service department procedure, published as Appointing Authority Letter CS-6374, dated 12/30/81.

Section B. Rehabilitation and Disability Management.

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. When such referral is made, the employee shall continue to be responsible for complying with a reasonable employer request to furnish acceptable medical certification of mental and/or physical fitness to continue to work.

The parties agree Disability Management policies and programs, when fully implemented, may require changes in some of the provisions of this Agreement. The parties therefore agree that they may reopen negotiations on some of these provisions once Disability Management policies have been adopted by the Disability Management project established by the Governor. This project includes both the project director and the project labor-management work group. Nothing in this Section is intended to preclude the parties from working, jointly or separately, to learn more about Disability Management and implementing mutually agreed upon programs.

Section C. Notice of Examination.

The Employer agrees to post or make available notices of examinations for classifications within the representation unit, when provided by the Department of Civil Service, and supply at least one copy of such notices to the Union, if not previously provided.

Section D. In-Service Training.

Policies, work rules and regulations concerning conduct and performance shall be available to employees. The Employer shall make a reasonable effort to provide training, review, and the furnishing of necessary copies of such information to employees. In furnishing information to employees, handbooks, summaries and other suitable formats may be used. Management will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job. The Department of Corrections obligation to ameliorate any substantial adverse impact upon high seniority employees caused by statutory and Civil Service Commission-approved certification standards shall be subject to secondary negotiations.

The parties agree to continue their Letter of Understanding regarding commercial driver licenses, which appears as Letter of Understanding #10 in this Agreement.

Article 22

The parties agree to establish a joint labor-management Forensic Training Committee (FTC) consisting of three (3) representatives designated by the Union and three (3) representatives designated by the Department of Mental Health. The parties shall each make a good faith effort to appoint at least one member who has professional training or employment responsibilities in the area of occupational education and training.

The FTC shall meet at least quarterly at mutually agreeable times and places. An agenda shall be established in advance of each meeting. Minutes will be prepared by the Department of Mental Health for each meeting, and a copy supplied to all FTC members. Meetings shall be open to such other representatives of the parties as the committee members deem appropriate. Committee members appointed by the Union shall be permitted time off from the job without loss of pay for necessary travel to and from, and attendance at, scheduled committee meetings.

The charge to the committee shall be to collect and review information on forensic psychiatric programs, such as: the nature and structure of the workforce; the educational and work experience requirements for employees who are performing substantially similar job functions as Michigan's Forensic Security Aides; the statutory or other legal bases upon which these job requirements are predicated; the identification of knowledge, skills and abilities which are most frequently required of Forensic Security Aide counterparts; the identification and description of training programs currently being conducted for Forensic Security Aide counterparts; the identification and description of areas in which the qualifications and training of Michigan's Forensic Security Aides may be enhanced.

The committee shall make recommendations as needed and submit a status report to the Director of Mental Health, in January of each year.

Section E. Printing Agreement.

The Employer shall be responsible for the cost of its own copies of this Agreement and copies for supervisors. The Employer and Union shall jointly proof this Agreement against the tentative Agreement ratified by the parties and shall agree upon a common cover color and format prior to final printing and distribution. The Union shall be responsible for the cost of its own copies, and copies to be provided to employees in the Bargaining Unit. Copies of this Agreement shall be available to be consulted by an employee upon request in the office of every supervisor of employees covered by this agreement. Printing costs shall be proportionately shared between the parties.

Notwithstanding the paragraph above, employing departments shall be responsible for the cost of printing a number of Security Unit contracts sufficient to provide one copy for each employee who is or becomes employed in the Security Unit. The Employer expressly reserves the right, after agreeing upon color and format, to obtain printed copies in the most cost-effective manner possible. However, the Employer assumes no responsibility for the distribution of such contract copies to members of the bargaining unit.

Section F. Effect of Civil Service Commission Rules and Compensation Plan.

The parties recognize that, except as otherwise provided in this Agreement, they are subject to the current Rules and Compensation Plan of the Michigan Civil Service Commission. The parties therefore adopt and incorporate herein such Rules and Compensation Plan, as they exist on the effective date of this Agreement, provided that the subject matter of such Rules and Compensation Plan is not covered in the Agreement; rules or parts of rules pertaining to prohibited subjects of bargaining, and those over which the Civil Service Commission retains final review authority, are not incorporated herein.

If the subject matter of any such Rule or provision of the Compensation Plan is addressed in this Agreement, the provisions of this Agreement shall govern.

Where any provision of this Agreement is in conflict with any current Commission Rule or provision of the Compensation Plan, (except those pertaining to prohibited subjects of bargaining) the parties will regard Commission ratification of this Agreement, without exception, 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 or provision of the Compensation Plan 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 current Rule(s) and/or Compensation Plan shall govern.

Section G. 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 of 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 negotiate a mutually satisfactory replacement for such part or provision.

Section H. Constitutional Change.

The parties recognize that a constitutionally mandated change may alter the Collective Bargaining framework under which this Agreement was reached. In such an event, either party may submit proposals for negotiation of those issues which may be affected in accordance with such altered framework.

Article 22

Section I. Uniforms.

1. Department of Corrections. In the Department of Corrections, where the Employer requires the employee to wear a uniform or special clothing, the Employer will furnish such clothing, which shall be worn in accordance with the uniform policy.

If a full uniform issue cannot be furnished to the employee, compatible clothing may be worn on duty. Existing uniform supplies will be used prior to the issuance of the new clothing items. Non-dangerous Union insignia, such as pocket protectors and affiliation lapel pins, may be worn with uniforms.

Management specifically reserves the right to determine for which classes of employees, and at which facilities within the Correctional Facilities Administration and, if any, within the Field Services Administration, the uniform shall be required. However, in exercising such right, the Department of Corrections shall not withdraw the uniform issuance and wearing requirements from any employee whom it has been determined shall be subject to such requirements, including unit employees in the Community Corrections Centers, resident home programs and Work Camp Supervisors, except upon the agreement of the union.

a. The quantity, minimum quality standards, and replacement frequency of uniform distribution shall be subject to secondary negotiations at the request of either party.

b. The Department of Corrections shall maintain its current uniform policy for the life of this Agreement, except that the Department shall have the right, upon reasonable notice to the Union and review by the Standing Uniform Advisory Committee, and without an obligation to negotiate, to prescribe the uniform, the circumstances under which the various uniform items must be worn, and to determine what apparel items are included in and/or compatible with the prescribed uniform, provided that such determinations do not create an unsafe working condition not inherent in a correctional setting.

c. Standing Uniform Advisory Committee - A standing uniform advisory committee is hereby continued, consisting of three (3) representatives designated by the Department, and three (3) representatives designated by the Union. The Chair of the committee shall be alternated between the Department and the Union in one-year terms (January - December), with the Department assuming the Chair for the first term. The committee shall meet on a quarterly basis, and more frequently at the call of the Chair. The expenses of the members shall be the responsibility of the parties respectively, except that administrative leave shall be granted to the Union's representatives to cover reasonable and necessary travel time and attendance at committee meetings.

The purpose of the committee shall be to initiate, receive, consider and advise the department on various issues related to the uniform and its components including, but not limited to, suggested or proposed changes in the department's uniform policy; deviations and/or exceptions to the wearing requirements authorized at the facility or institution level; components to be added to, substituted for, or deleted from the standard uniform issuance; and, the style, safety and functional features of the uniform and its components.

It is not the intent of the parties to diminish the right of the Union to grieve management decisions which have the effect of creating an unsafe working condition which is not inherent in a correctional setting.

d. Dry Cleaning/Laundering and Tailoring - Each employee required to wear the uniform will be entitled to an allowance of $250.00 per year to cover dry cleaning, laundering and tailoring expenses of the uniform, as well as compatible footwear expenses as provided in subsection e. below.

In addition, bargaining unit members who are classified as either Corrections Security Representatives or as Corrections Resident Representatives shall be eligible for the $250.00 per year cleaning allowance provided in this subsection.

The allowance will be paid by the second pay period in October prorated by the number of full pay periods the employee is in pay status in this bargaining unit during the previous Fiscal Year. The current practice of excluding from pay status a pay period during which the employee was on workers' compensation for the entire time may continue.

While the normal replacement schedule frequency for various components of the prescribed uniform is subject to the determination of the Department, working through the Standing Uniform Advisory Committee, items that are unwearable due to normal wear and tear will be replaced on an as-needed, case-by-case basis. Damage to garments caused by breaking up fights, etc., will be replaced or paid for by the Employer.

e. Shoe Reimbursement - If the Department of Corrections is unable to provide the employee with the pair of shoes in his/her correct size, the Department will reimburse the employee for his/her purchase of the correct size pair of shoes which conforms to the Department's standards and policy as determined by the Standing Uniform Advisory Committee. Such reimbursement shall not be more frequent than once per fiscal

year, nor in an amount greater than the price (plus tax) contained on the receipt furnished to the Department by the employee, not to exceed eighty dollars ($80.00). The employee who opts to wear compatible non-state issued footwear shall not be entitled to the $80.00 reimbursement.

2. Department of Mental Health. The parties agree such uniform allowance shall continue to be applicable to unit employees at the Forensic Center and the Huron Valley Center who have been issued uniforms. The quantity and replacement schedule for each component of the uniform shall be subject to secondary negotiations and, if such negotiations occur, the subject of a uniform committee and its purpose, and the allowance may also be addressed.

3. Style & Safety Features. Both MCO and the Employer agree that the intent of this section is to promote a professional appearing employee and both agree that it is the sole responsibility of the employer to enforce its uniform policy.

Section J. Affirmative Action/Non-Discrimination.

The parties support state and federal statutes on affirmative action and non-discriminatory employment. However, alleged improper application may be subject to challenge by the Union. The Union has the right to representation on all Departmental and/or Agency affirmative action committees.

The Union shall be entitled to representation on Agency and Departmental Affirmative Action Committees. For such committees, the local Union shall designate one (1) representative, and may designate one (1) alternate 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 purposes of pay only, the properly designated Union Representative or alternate from the afternoon or midnight shifts, serving on these committees, shall be permitted an equivalent amount of time off from their upcoming or previous shift.

The Chairperson of each committee shall be appointed by the Department/Agency Appointing Authority, and shall be responsible for notifying the committee members of meetings, and will conduct such meetings.

In the Department of Corrections, a committee approach is not used in developing affirmative action plans or programs; however, if such committee(s) is established, the Union will be entitled to a representative on each committee.

Section K. Eating Areas.

The Employer shall provide eating areas, separated from employees' normal areas of work, wherever possible.

Section L. Meals Without Charge.

1. Criteria. In the Department of Corrections, to facilitate security measures, employees who meet the criteria listed below will be provided a meal without charge. The meal provided will be 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 eight (8) hour shift, and not be relieved of custody responsibilities 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.

An employee who meets the eligibility standards listed in a. through c. above, but who is temporarily on assignment at another correctional facility where food services are available, at a time when meals are being served at such other facility, shall be entitled to receive a meal without charge from such other facility upon request.

Employees who are entitled to receive a meal under the circumstances described above, but who are unable to receive said meal because the meal was not made available by the facility, with proper verification, shall be allowed to voucher that meal in accordance with Article 32.

2. Community Corrections Centers. Employees in Community Corrections Centers who meet the criteria listed in subsections 1.a., b. and c. above shall also be entitled to receive a meal without charge, even though such employee is not employed and assigned within the security perimeter of a correctional facility.

Bargaining Unit employees who are employed at community corrections centers where departmental food service facilities are not available, but who meet the criteria listed in subsections 1.b. and c. above shall receive payment as provided below in lieu of such meal without charge.

The amount of the payment shall be based upon Department cost for providing the meal. Such payment shall be made for only one meal per full day actually worked.

Payment shall be calculated and made on the basis of the twelve (12) month benefit year beginning October 1 and ending September 30. The amount of payment due an employee shall be based upon the number of full days worked eight (8) hours or more in a twenty-four (24) hour period by the employee during the benefit year, less appropriate deductions for tax withholding. Payment shall be due prior to November 1st. The cost shall be the rate calculated and certified to the Union by the Corrections Department, as the actual cost in effect at the time that payment is due.

Payment for the preceding fiscal year shall be due on November 1 of each subsequent year during the life of this Agreement.

An employee who is otherwise eligible for such payment but who separates from employment prior to the payment due date shall be paid the prorated amount due him/her upon separation. No employee shall receive more than one such payment during any twelve (12) month period.

3. In other Departments, the current Departmental practice regarding meals furnished without charge, if any, shall remain in effect.

Section M. Representation in Civil Litigation.

Whenever any claim is made or any Civil action is commenced against any employee alleging negligence or other actionable conduct arising out of the employee's state employment, 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 Employer (in cooperation with the Attorney General) shall, at its option, 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 such legal services shall be required in connection with prosecution of a criminal suit against an employee. 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.

The Employer may also indemnify an employee for the payment of any judgment, settlement, reasonable attorney fees or court costs where the employee is found to have committed an intentional tort, if the employee's intentional conduct occurred while fulfilling his/her necessary duties and functions and was carried out pursuant to a direct order of his/her supervisor, was conduct required by the direct order, or was conduct in keeping with well-established and approved past practices of the Department; provided, the employee shall have the right to select counsel of his/her own choosing, with mutual agreement with the Employer.

Section N. Child Care.

A joint study committee shall be established and/or continued within 120 days following the effective date of this Agreement to examine the issue of child care needs. The committee will evaluate the merits of various child care assistance programs, including programs designed to assist employees in locating and obtaining quality child care services. The committee shall prepare a report of its work and its recommendations, and submit same to the Office of the State Employer and MCO, not later than ten (10) months following the committee's formation.

In the event the Committee recommends an Information and Referral System be adopted, the Committee shall also examine the feasibility of using existing resources (e.g., existing community-based referral programs; programs established under other state collective bargaining contracts); the types and hours of services that are needed by unit employees; how such services should be communicated to unit members. Except as may be mutually agreed otherwise, the costs of an Information and Referral System shall be prorated equitably between the Employer, other participating state employee unions, and unit employees using such service.

Section O. LTD/Workers Compensation Disputes.

When an employee who is enrolled in the State's Long Term Disability Insurance program is disabled from work due to injury or illness, and the employee has been initially denied LTD benefits for such disability on the basis that the disability is, or appears to be, compensable under the State's workers compensation program, the employee shall be entitled (upon request to the LTD carrier) to enter into a private contractual arrangement with the LTD carrier to receive LTD benefits, if the employee signs an agreement to reimburse the LTD carrier in the amount of any workers compensation benefits received.

Article 23

MAINTENANCE OF BENEFITS

Section A. Compensation and Economic Benefits.

As provided in Article 22, Section F of this Agreement, compensation and economic benefits in effect on the effective date of this Agreement, as described in the official Civil Service Compensation Plan in effect on the effective date of this Agreement, which are not provided for or abridged by this Agreement, will continue in effect under conditions upon

which they were previously granted, throughout the life of this Agreement unless altered by mutual agreement between the State Employer and the Union through good faith negotiations. Statutorily-required compensation and benefits shall conform to, but are not required to exceed, statutory provisions, unless provided otherwise in this Agreement.

In no event shall State-sponsored group insurance coverages or benefits be reduced for employees in this Unit, during the life of this Agreement, except as mutually agreed between the parties.

Section B. Non-Compensation Conditions.

The Employer agrees that, in accordance with the Civil Service Commission Employee Relations Policy Rule, terms and conditions of employment which are deemed to be mandatory subjects of bargaining which are in effect on the effective date of this Agreement will continue in effect throughout the life of this Agreement under the conditions upon which they were previously granted, unless otherwise provided for or abridged by this Agreement, or unless altered through statute or by mutual agreement between the State Employer and the Union through good faith negotiations.

If, in the course of making determinations on matters not deemed to be mandatory subjects of bargaining, such determinations will produce substantial adverse impact upon such conditions of employment, the Employer will negotiate in good faith the modification and remedy of such resulting impact.

Nothing herein shall be interpreted to provide that the Union has waived any of its rights to contest or challenge any statute, in a court of law, which alters or restricts the rights provided in this Agreement.

Article 24

NON-DISCRIMINATION

The Employer will continue its policy against all forms of illegal discrimination including discrimination with regard to sex, age, physical handicap, race, national origin, religion, or political partisanship.

The Union will continue its policy to admit all persons otherwise eligible to membership and to represent all members without regard to race, creed, color, religion, national origin, sex, ancestry, handicap, age, or political belief.

The parties agree to treat each other with the dignity and respect which they have earned. As individuals employed in a class, employees will be entitled to equal pay for essentially equivalent work.

There shall be no discrimination, interference, restraint, or coercion by the Employer against any member because of MCO membership, nor shall the Union engage in such prohibited activity against a non-member because of any activity permissible under Federal or State Constitution, the Employee Relations Policy, or this Agreement.

This Article is not intended, nor shall it be construed, to alter, diminish or abridge the non-discrimination, equal employment opportunity, or affirmative action policies and rules of the State of Michigan, employing departments or the Michigan Civil Service Commission.

This Article shall not, however, be interpreted as a waiver by the Union of its rights to challenge the constitutionality of any Civil Service Commission Policy or Rule.

Sexual harassment is expressly prohibited. No person shall subject an employee to sexual harassment during the course of employment in the state classified service. The Employer will make all reasonable efforts 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 policy, 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 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, wage, 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.

Article 25

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, nor representatives, 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.

When the Employer notifies the Union that any of the employees in this representation 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 this Article, either directly or indirectly.

This Article shall not be construed to limit the application of Civil Service Rule Section 6-14 to employees in the Bargaining Unit.

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 26

COUNSELING AND SERVICE RATINGS

Section A. General.

Counseling is affirmative efforts by the Employer to assist employees in a timely fashion who are having difficulty performing their jobs satisfactorily, and are not responsibly fulfilling their employment obligations. Counseling includes verbal and/or written instruction, correction, training or retraining, but not all training or retraining is counseling. Counseling is not considered disciplinary action, nor is it a prerequisite to disciplinary action. To the extent that a provision of this Article is in conflict with, or extends greater protections for employees than, a departmental policy or procedure on counseling, the provisions of this Article shall supersede the provisions of the departmental policy.

Section B. Informal (Verbal) Counseling.

Informal counseling may be undertaken when, in the judgment of the Employer, it is deemed necessary to improve performance or demeanor, instruct the employee, and/or attempt to avoid the necessity of disciplinary action. Informal counseling will not be recorded in the employee's personnel file, but it may be noted in supervisory records which are for the supervisor's own use. The employee shall be advised when the supervisor intends to make such note.

Section C. Formal Counseling.

When, in the judgment of the Employer, informal counseling is inappropriate, formal counseling may be conducted by an appropriate supervisor. Formal counseling will normally include a review of applicable standards and policies, an indication of what additional steps may be expected if job performance or demeanor is not improved, and a discussion of the factors listed in Subsections 1. through 6. below. A written summary of the formal counseling session will be prepared in a memorandum or on a standard form and a copy of such summary will be given to and signed for by the employee. Such signature shall indicate only that the employee has been offered or received a copy, and shall not necessarily be regarded as agreement with its contents. A copy shall be retained in the employee's individual personnel file.

The written summary of formal counseling shall contain a statement of:

1. The general nature of the problem.

2. The specific respects in which performance is unacceptable, including examples, times, dates, and places of such unacceptable performance.

3. Any previous individual measures taken by the supervisor to correct the performance problem, such as prior informal or formal counseling.

4. How the employee is expected to improve performance, including a description of what is acceptable performance and the steps to achieve acceptable performance.

5. The time frame during which the employee must demonstrate improvement to an acceptable standard.

6. Progressively more serious actions which may result if performance is not improved as required within the established time frame.

Section D. Removal of Counseling Records.

If, during the one (1) year period following the date of any written summary of formal counseling, the employee has received neither further formal counseling, a less-than-satisfactory service rating, nor any disciplinary action, and on or after the expiration of such one (1) year period the employee requests the Employer to do so, the Employer shall remove the written summary of formal counseling from the employee's individual personnel file.

Section E. Counseling Appeals.

A non-probationary employee may grieve a less than satisfactory service rating through the final step of the grievance and arbitration procedure. An employee may grieve formal counseling through Step Three of the grievance procedure, and the Departmental redetermination step established and regulated in Article 9. Such redetermination shall be confined to a review of the grievance record and such relevant new evidence as is presented for consideration.

Section F. Less than Satisfactory Service Ratings.

An employee shall be entitled to Union representation, upon request, at any conference at which the employee is receiving a less than satisfactory service rating under the authority recognized in Civil Service Rule 2-17.

Article 27

LONGEVITY AND WAGES

Section A. Longevity Pay.

The Longevity Compensation Plan and Schedule of Payments in Appendix K shall be applicable to unit employees.

Section B. High Security Premium Pay.

The State will continue the High Security Premium Pay program described below. The program is intended to provide financial incentives to Security Unit employees to continue working in certain high security correctional assignments, and not to transfer to other -- lower security -- assignments, work locations and institutions.

The high security assignments for which the premium is to be paid are work units with a security designation of level IV or higher within a Department of Corrections, Correctional Facilities Administration institution which itself is designated by the Michigan Department of Corrections as having a security rating of level IV or higher. Employees in work units with a security designation of level IV or higher at other CFA facilities and institutions (i.e., regional, multiple, medium and minimum) are not eligible for the premium payment.

Employees employed in the high security work units described above who, at the end of the immediately preceding pay period, have two (2) or more years (4,160 or more hours) of bargaining unit seniority, as defined in Article 13, Section C. of this Agreement, shall be entitled to receive $.50 per hour above the regular rate for their step in their classification's pay range. Such compensation shall be paid for all hours the employee is in pay status, including holidays and leave time used (except Union administrative leave of absence used pursuant to the provisions of Article 7, Section F. of the Agreement). Such premium payment shall be included as part of the regular rate of pay in computing overtime premium pay.

Payment of the high security premium pay shall be made together with the regular biweekly pay warrant, unless it is determined that such pay calculation cannot be accomplished under the state's automated payroll system.

Employees of new facilities opening after the effective date of this Agreement which have a security designation of level IV or higher shall receive the high security premium pay provided in this section, when assigned for an indefinite term to a work unit with a

security designation of level IV or higher. Employees at the Scott Correctional Facility shall also receive the high security premium pay when assigned for an indefinite term to a work unit with a security designation of level IV or higher.

New facilities opening after the effective date of this Agreement which have a security designation of level IV or higher shall first seek volunteers by classification for assignment to work units with a security designation of level IV or higher. Lacking a sufficient number of volunteers, the facility shall assign or reassign employees by inverse seniority.

A temporary assignment to a work unit or assignment with a security designation of level III or lower shall result in a loss of the high security premium pay only if such assignment totals more than ten (10) consecutive full days of actual work. A temporary assignment to a work unit or assignment with a security designation of level IV or higher shall result in the temporary granting of high security premium pay only if such assignment totals more than ten (10) consecutive full days of actual work.

Section C. Department of Mental Health Retention Premium Pay.

Employees employed at the Department of Mental Health Center for Forensic Psychiatry and the Huron Valley Center who, at the end of the immediately preceding pay period, have two or more years (4160 or more hours) of bargaining unit seniority shall be entitled to receive $.50 per hour above the regular rate for their step in their classification's pay range. Such compensation shall be paid for all hours the employee is in pay status, including holidays and leave time used. Such premium payment shall be included as part of the regular rate of pay in computing overtime premium pay.

Section D. One-time Cash Payment.

At the end of the first full pay period in October of 1996, each full time employee who is on the payroll as of October 2, 1996 and who has accumulated at least 2080 hours of current continuous service since October 1, 1995 shall be paid a one-time cash payment of $900.00 which shall not be rolled into the base wage. For a full time employee who is on the payroll but who has worked less than 2080 hours after October 1, 1995, this payment shall be prorated based on the ratio between the employee's actual continuous service hours earned after October 1, 1995 and 2080 hours, times $900.00.

The 401(k) Employer match option for bargaining unit members will be administered in the same manner that it has been administered for FY95 and FY96, including the eligibility requirements and provisions for proration by continuous service hours. For employees selecting this option in lieu of the one-time cash payment, the maximum

amount the state will match for FY97 is $900.00, plus a dollar amount representing 50% of the contributions for FICA and retirement on $900.00 the employer would otherwise have to make if the cash payment were taken in a pay warrant. The match will be dollar-for-dollar.

Section E. Fiscal Year 1996-97 Base Wages.

On October 1, 1996, each hourly rate shall be increased by $.29 per hour.

Also effective October 1, 1996, the base hourly rate for all steps in the pay ranges for all unit classifications shall be increased by one percent (1.00%) above the level in effect after each hourly rate is increased by the $.29 per hour provided hereinabove. Rounding shall be to the nearest $.01 per hour.

Section F. Fiscal Year 1997-98 Base Wages.

Effective October 1, 1997, the base hourly rate for all steps in the pay ranges for all unit classifications shall be increased by three percent (3.00%) above the level in effect on October 1, 1996 (after the $.29 per hour and the one percent increases were applied). Rounding shall be to the nearest $.01 per hour.

Section G. Fiscal Year 1998-99 Base Wages.

Effective October 1, 1998, the base hourly rate for all steps in the pay ranges for all unit classifications shall be increased by three percent (3.00%) above the level in effect on October 1, 1997. Rounding shall be to the nearest $.01 per hour.

Section H. Completion of Bargaining.

This completes the parties' obligation to collectively bargain over Article 27 for fiscal years 1996-97, 1997-98, and 1998-99.

Article 28

PAID ANNUAL LEAVE

Section A. Initial Leave.

Upon hire, each permanent employee shall be credited with an initial annual leave grant of sixteen (16) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.

Section B. Allowance.

Subsequent to the initial grant of sixteen (16) hours, 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. A permanent employee shall be entitled to annual leave with pay for each eighty (80) hours of paid service as follows:

ANNUAL LEAVE TABLE

Service Credit	Annual Leave
0-1 yrs (0- 2,079 hrs)	= 4.0 hrs 80 hrs./service
1-5 yrs (2,080-10,399 hrs)	= 4.7 hrs 80 hrs./service

Section C. Additional Allowance.

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

ADDITIONAL ALLOWANCE TABLE

Service Credit	Annual Leave
5-10 yrs (10,400 - 20,799 hrs)	= 5.3 hrs/80 hrs service
10-15 yrs (20,800- 31,199 hrs)	= 5.9 hrs/80 hrs service
15-20 yrs (31,200- 41,599 hrs)	= 6.5 hrs/80 hrs service
20-25 yrs (41,600- 51,999 hrs)	= 7.1 hrs/80 hrs service
25-30 yrs (52,000- 62,399 hrs)	= 7.7 hrs/80 hrs service
30-35 yrs (62,400- 72,799 hrs)	= 8.4 hrs/80 hrs service
35-40 yrs (72,800- 83,199 hrs)	= 9.0 hrs/80 hrs service
40-45 yrs (83,200- 93,599 hrs)	= 9.6 hrs/80 hrs service
45-50 yrs (93,600-103,999 hrs)	= 10.2 hrs/80 hrs service

For the purposes of additional annual leave, an employee shall be allowed state service credit for employment in any non-elective excepted or exempted position in a principal department, the legislature, and the supreme court which immediately preceded entry into the state classified service, or for which a leave of absence was not granted; up to five years of honorable service in the armed forces of the United States subsequent to January 1, 1938, for which a Military Leave of Absence would have been granted had the veteran been a state classified employee at the time of entrance upon military service. (When an employee separates from employment and subsequently returns, military service previously credited shall not count as current continuous state service for purposes of requalifying for additional annual leave if the employee previously qualified for and received these benefits.)

Section D. Crediting.

Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. When paid service does not total eighty (80) hours in a biweekly work period, the balance shall carry forward to subsequent biweekly work periods. No annual leave shall be authorized, credited or accumulated in excess of the schedule below, except that an employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with back benefits through grievance settlement or by an Arbitrator under Article 9, shall be permitted annual leave accumulation in excess of the schedule below. Any excess thereby created shall be liquidated within two (2) years from the date of reinstatement by means of paid time off. Any excess that exists thereafter caused by denied leave requests shall be paid off at rates then in effect. If the employee separates from employment for any reason during that two year grace period, the employee or beneficiary shall be paid for no more than the maximum as indicated below of unused credited annual leave.

Subject to applicable tax and accounting regulations, an employee who has been discharged and thereupon paid off for his/her annual leave balance, but who is subsequently restored to employment with full backpay and benefits, shall have the option upon such reinstatement to either retain the amount of the payment, and therefore forego a restored annual leave balance, or return the payment and have such leave restored.

Except as may be authorized by state retirement statute, 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. The parties agree that the accumulation schedule listed below shall continue in effect.

ANNUAL LEAVE ACCUMULATION SCHEDULE

Service Years		Accumulation Limit (Maximum Hours)
0-1	(0- 2,079 hrs.)	240
1-5	(2,080-10,399 hrs.)	240
5-10	(10,400-20,799 hrs.)	255
10-15	(20,800-31,199 hrs.)	270
15-20	(31,200-41,599 hrs.)	285
20-25	(41,600-51,999 hrs.)	290
25+	(52,000+ hrs.)	300

Section E. Transfer and Payoff.

Employees who voluntarily transfer from one state department to another shall be paid off at their current rate of pay for their unused annual leave. However, the employee may elect, in writing, to transfer up to eighty (80) hours of accumulated annual leave. Annual leave in excess of eighty (80) hours, if any, up to the maximum may be transferred with the approval of the Departmental Employer to whose service the employee transfers.

Employees who separate after completion of the initial 720 hours of service by reason other than suspension, approved leave of absence, or temporary layoff shall be paid at their current hourly base rate for the balance of their unused annual leave. An employee who is suspended or placed on a leave of absence shall not be entitled to payment for unused annual leave balance.

An employee separated from State employment by reason of indefinite layoff (including a voluntary layoff for a definite term in excess of 20 calendar days) may elect to freeze annual leave up to the accumulated balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance or until the employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's base rate of pay at the time of layoff.

If, while in such layoff status, the employee requests payoff, such payment shall not be due and payable, although it may be made, until sixty (60) calendar days following the date of layoff or thirty (30) calendar days following the date of written request, whichever occurs later.

If such an employee has not elected to freeze annual leave as provided above, such payment shall not be due and payable, although it may be made, until the payroll which contains the 60th calendar day following the date of layoff is released.

In the event such employee is recalled or otherwise returned to permanent State employment during or upon the expiration of such period, the obligation to make such payment shall be canceled.

Section F. Utilization.

Notwithstanding any practice (formal or informal) to the contrary, an employee may charge absence to annual leave only with the prior approval of the Employer; however, such approval shall not be arbitrarily withheld. Annual leave shall not be credited or used in anticipation of future leave credits. In the absence of sufficient leave credits, or in the event of unexcused absence for which annual leave is denied, payroll reductions (lost time) shall be made for the work period in which the absence occurred.

An employee may request and shall be allowed to use annual or personal leave to substitute for all or part of any unpaid leave where the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA). Annual or personal leave may be substituted for an unpaid parental leave, medical leave of the employee's own serious health condition, or family care leave when such leave is to care for the employee's parent, spouse, or child's serious health condition. The amount of paid leave to be counted against the employee's FMLA leave entitlement will not exceed twelve work weeks during a twelve month period. The twelve month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

In accordance with the FMLA, annual leave used by the employee will be charged against the employee's FMLA leave entitlement when the annual leave is for a serious health condition and--

1. The employee requests annual leave to substitute for an unpaid intermittent or reduced work schedule; or

2. Where the employee requests the use of annual leave for a qualifying purpose under the FMLA and the absence from work is intended to be for five (5) or more work days.

Where an employee requests the use of annual leave or personal leave and it is determined based on information provided by the employee or his/her spokesperson that the reason for the paid leave is for a qualifying purpose under the FMLA, the Employer may designate the leave as such and it will be counted against the employee's twelve work week leave entitlement under the FMLA. When the Employer requires that annual or personal leave be counted as FMLA leave, this designation will be made at the time the Employer determines the leave qualifies as FMLA leave. The Employer will notify the employee that the paid leave is designated and will be counted as FMLA leave. In no event will the Employer designate leave as FMLA leave after the leave has ended.

Section G. Annual Leave Application and Scheduling.

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 five (5) or more consecutive work days of annual leave, except in a week containing a contractual holiday, in which case the number of days of annual leave is reduced by the number of holidays in such week.

Changes in future vacation scheduling plans may be made through secondary negotiations or, in the absence of a secondary agreement, at facility-level Labor-Management meetings upon the request of either party. Current facility vacation scheduling plans may be continued pending the outcome of secondary negotiations. The basic requirements for local vacation schedule procedures will be:

1. The vacation book will be passed at least two times for each calendar year, the first pass of which must be completed by December 31 of the preceding year.

2. Vacation dates can be reserved for any period during the calendar year.

3. The maximum number of Bargaining Unit employees that can be scheduled for vacation or annual leave at any one period of time must be set in advance by management. The formula must ensure that employees are able to use the amount of annual leave time that they earn in a calendar year.

4. The number of days that can be signed for each round that the book is passed will be determined through secondary negotiations or, in the absence of a secondary agreement, shall remain a local issue to be decided upon in local Labor-Management meetings.

Current practices concerning the calculation and use (and non-use) of a formal "annual leave formula" may continue; however, the subject of annual leave utilization shall be addressed in secondary negotiations at the request of either of the parties. It is understood that the parties' Letter of Intent #4 for the Department of Corrections, dated May 5, 1992, and Letter of Understanding #5 of the parties' 1993--1995 Agreement continue in effect pending the outcome of such secondary negotiations.

Consistent with the operational needs of the Employer, such requests for vacation shall be honored in accordance with the employee's seniority. Requests for vacation shall be submitted in writing and approved in writing. A vacation or annual leave request, once submitted and approved, may only be canceled by the employee, or by the Employer in emergency circumstances only. When a holiday falls during an employee's scheduled vacation, such holiday shall not be charged against the employee's vacation time.

When an employee wishes to cancel his/her own scheduled vacation, and notifies the Employer of such cancellation less than fourteen (14) days prior to the beginning of the work period during which the vacation was scheduled, the Employer shall not be liable to reschedule the employee for work, nor for any premium pay to any other employee who is rescheduled to permit the employee to return to work.

When an employee has been granted incidental annual leave, the Employer shall be under no obligation to grant the employee's subsequent request to cancel same, nor to schedule the employee for work.

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, provided that the employee furnishes the documentation required for such circumstances. Where annual leave is converted to sick leave, and the use of sick leave is for a qualifying purpose under the FMLA, such sick leave, if for five (5) or more work days, may be counted against the employee's FMLA entitlement of twelve (12) work weeks during a twelve (12) month period.

Section H. Birthday Leave.

In each year of this Agreement, each employee who has completed one or more years of bargaining unit seniority, as defined in Article 13, Section C., and is in satisfactory standing, shall be credited with a birthday annual leave grant of eight (8) hours which shall be available to the employee only during the pay period containing the employee's birthday. By notice to the supervisor not more than thirty (30) days but not less than seven (7) days prior to the beginning of the pay period in which the birthday falls, the employee shall be entitled to use such leave to provide a paid absence on his/her birthday or, by mutual agreement between the employee and the supervisor, on another day in such pay period to be designated by the supervisor, which is contiguous to the employee's regular days off. The eight (8) hours grant of birthday leave shall not be credited to an employee more than once in a fiscal year. The eight (8) hour grant of birthday leave shall not be counted as part of the total authorized annual leave credits, nor shall it be counted against the maximum number of employees that may be scheduled for annual leave, nor shall such birthday leave be paid off upon separation.

Approved birthday leave shall be treated as any other form of approved leave status for purposes of computing holiday pay and overtime entitlement. In the event an eligible employee is denied both a request to take the actual birthday and a request to take a day contiguous to the regular days off as the birthday leave day, and the employee actually works on the birthday, the employee shall be compensated at overtime premium rates of time and one-half (1 ½) for all hours worked on the birthday.

Section I. Annual Leave Buy-Back.

An employee separated from State employment by reason of layoff who has been recalled from layoff to a permanent position in a different Department or Agency may elect, while in such position, to restore up to eighty (80) hours of accumulated annual leave balances which have been paid off. An employee recalled to the Department and Agency from which he/she was laid off may elect to restore any portion of annual leave up to the amount he/she was paid off.

An employee electing this option shall buy back the annual leave at the rate of pay in effect at the time of return from layoff. Such payment shall be made to the Department/Agency making the payoff. Such option may be exercised only one time, and may be exercised only during the first thirteen (13) pay periods of the recall.

Section J. Emergency Use.

To the extent the parties can agree in local labor-management meetings over its character, current agency practice concerning employee authorization to charge an absence from work due to an emergency (such as transportation troubles) to annual leave shall continue. At the request of either party, the subject of a departmental policy regarding charging unanticipated absences to annual leave shall be subject to bargaining at secondary negotiations. Agreements reached (or, in the event of impasse, imposed) as a result of secondary negotiations shall supersede such local labor-management agreements to the extent there is a conflict between the secondary provision and the local provision.

Section K. Personal Leave.

Each permanent full-time non-probationary employee shall receive one (1) personal leave day (8 hours) to be used in accordance with sections of this Article pertaining to annual leave usage. Such leave shall be credited to the eligible employee's personal leave counter on each October 1st of this Agreement. Such leave shall be credited to the employee upon returning from leave of absence (if not previously credited) and return to active payroll status. Such leave shall be credited to an employee entering or re-entering the bargaining unit (e.g., recall from layoff) on a pro-rata basis. However, no employee shall be entitled to more than one grant of personal leave in any fiscal year. Personal leave credited, but not used, upon an employee's separation shall be paid off at the base hourly rate then in effect. Upon indefinite layoff, if the employee elects to freeze annual leave, the balance in the employee's personal leave counter shall also be frozen. If the employee does not elect to freeze annual leave, the balance in the personal leave counter shall be paid off. Upon recall from layoff, an employee may restore personal leave that was paid off at (or during) layoff in the same manner as provided in Section I. of this Article for annual leave. Personal leave shall be counted in the annual leave staffing formula.

Any balance remaining in an employee's personal leave counter on September 30th of the fiscal year in which the leave was granted shall be transferred to the employee's annual leave balance if such transfer will not exceed the employee's annual leave accumulation limit established in Section D. of this Article. Any balance that cannot be transferred to annual leave shall be canceled in order to allow personal leave for the succeeding fiscal year to be credited on October 1st.

It shall be the employee's responsibility to monitor balances in his/her annual and personal leave counters in order to permit crediting of the personal leave grant on October 1st. The Employer shall provide a reminder to employees annually during July or August on the wage statement that accompanies the pay check.

Section L. Annual Leave Bank.

Upon employee request, unless provided otherwise in this Article, annual leave credits may be donated and transferred to other employees for their use under the following conditions:

1. Donations:

a. Annual leave donations must be in whole hour increments and must be for a minimum of eight (8) hours and cannot exceed a maximum of forty (40) hours per employee annually.

b. Donations to the leave bank shall be made once a year at a date designated by the Employer.

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

d. Employee donations are irrevocable.

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

f. Annual leave donations are only at base hourly rates. Donated annual leave hours shall be converted to their monetary equivalent and deposited in a central departmental account for direct transfer to employees and to the leave bank.

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

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

b. The employee must have exhausted all of his/her own leave credits.

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

d. The employee may receive a maximum of thirty (30) workdays provided in Section 1. above.

e. If the receiving employee returns to work with unused donated hours, those unused hours shall be transferred to the leave bank.

The employing department and MCO shall each designate one (1) representative to review requests and determine eligibility to receive donated leave bank hours.

Article 29

PAID SICK LEAVE

Section A. Allowance.

Every permanent employee covered by this Agreement shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted.

Sick leave shall be credited at the end of the biweekly work period in which eighty (80) hours of service is completed. Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned. When service credits (hours in pay status) do not total eighty (80) hours in a biweekly work period, the balance shall be forwarded to subsequent biweekly work periods.

Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In the absence of sick leave credits, payroll reduction (lost time) for the time lost shall be made for the work period in which the absence occurred unless use of annual leave or compensatory time is authorized by the Employer. The employee may elect to use annual leave to cover such absence.

Section B. Sick Leave Utilization.

Sick leave may be used in increments of up to eight (8) hours in a work day, except in the case of alternative work scheduling, where the increment shall be in accordance with the schedule. Sick leave may be used in cases of:

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

2. 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 provided the employee has notified the Employer of such appointment on or before the start of the shift;

3. Absence caused by attendance at the funeral of an immediate family member as defined in Subsection 4. below; or

4. Illness, injury or death 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 step-children, brother(s), sister(s), parent(s)-in-law, grandparent(s), grandchild(ren) and any person(s) for whose financial or physical care the employee is principally responsible. The amount of time off for the death of an immediate family member shall be by mutual agreement; in the event of dispute, the employee shall be allowed five (5) days leave, if requested.

5. FMLA Leave. An employee may request or the Employer may require an employee to use accumulated sick leave credits to substitute for all or part of an unpaid medical leave of absence or family care leave of absence in accordance with this Agreement when the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA). The amount of the paid leave to be counted against the employee's FMLA leave entitlement will not exceed twelve (12) workweeks during a twelve (12) month period. The twelve (12) month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

In accordance with the FMLA, sick leave used by an employee will be charged against an employee's FMLA leave entitlement when the sick leave is used for a serious health condition and--

a. The employee requests sick leave to substitute for an unpaid intermittent or reduced work schedule; or

b. Where the employee requests the use of sick leave for a qualifying purpose under the FMLA and the absence from work is intended to be for five (5) or more workdays.

Where the employee requests or the Employer requires the use of sick leave and it is determined based on information provided to the Employer by the employee (or the employee's spokesperson if the employee is unable to do so personally) that the reason for the paid leave is for a qualifying purpose under the FMLA, the Employer may designate

the leave as such and it will be counted against the employee's twelve (12) workweek entitlement under the FMLA. When the Employer requires that paid leave be substituted for unpaid leave, or that sick leave be counted as FMLA leave, this designation will be made at the time the Employer determines that the leave qualifies as FMLA leave. The Employer will notify the employee that the paid leave is designated and will be counted as FMLA leave. In no event will the Employer designate leave as FMLA leave after the leave has ended.

Section C. Disability Payment.

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

In addition and only in accordance with applicable statutes, an employee who is disabled from employment as a result of assault by a prisoner or patient, or in the course of quelling a prisoner or patient riot, shall be maintained in full pay status, without loss of benefits, for the period of such disability, up to a maximum of 100 weeks. Prior to the expiration of such period, if the employee continues to be disabled, the employee may request an accommodation pursuant to the Federal Americans with Disabilities Act. If such request is made, the Employer will grant a medical leave of absence for the time necessary to process the accommodation request. In the event an accommodation is not granted, the employee may elect one of the following options:

1. Retire, if qualified pursuant to the applicable retirement statute provisions; or

2. Resign, in which case the employee shall receive payment for 100% of any annual leave balance and, if hired before October 1, 1980, receive payment for 50% of any sick leave balance; or

3. Exercise the right to a waived rights leave pursuant to Article 19, Section H. of this Agreement, in which case the employee shall receive a sick leave payoff pursuant to Section D. of this Article, and payment for 100% of any existing annual leave balance.

If the employee does not exercise one of the options above, he/she shall be considered as having voluntarily resigned.

Section D. Accumulation and Payoff.

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

An employee hired or reinstated before October 1, 1980 who separates from the state classified service for retirement purposes in accordance with the provisions of a state retirement act shall be paid for fifty percent (50%) of unused accumulated sick leave as of the effective date of separation at the employee's final regular rate of pay, by the Agency from which the employee retires.

In the case of the death of an employee hired or reinstated prior to October 1, 1980, payment of fifty percent (50%) of unused accumulated sick leave shall be made to the beneficiary or estate by the Agency which last employed the deceased employee. Such payment shall be at the employee's final regular rate of pay.

Upon separation from the state classified service for any reason other than retirement or death, an employee hired or reinstated prior to October 1, 1980 shall be paid for a percentage of unused accumulated sick leave in accordance with the following table of values. Payment shall be made at the employee's final regular rate of pay by the Agency from which the employee separates:

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

Section E. Proof.

All sick leave used shall be certified by the employee and verified by such other evidence when required by the Employer for reasonable cause. It is not normally necessary for an employee to provide documentation for each occasion of sick leave usage. Verification of sick leave shall not be arbitrarily requested. If there is reasonable cause for verification, the employee shall be notified of such requirement before or at the time the employee notifies the Employer of his/her absence. Falsification of such certification and/or evidence shall be cause for discipline up to and including dismissal. Standards and/or guidelines to be followed by the Employer in its determination of reasonable cause, shall be provided to the Union and unit employees for their information. Nothing herein shall preclude the Employer from taking corrective action to address excessive absenteeism; such corrective action shall be grievable.

Notwithstanding any of the above, the Employer expressly reserves its rights and prerogatives pursuant to Article 25 of this Agreement and Section 6-14 of the Civil Service Commission Rules.

Section F. Return to (and continued) Service.

The Employer expressly reserves the right to deny an employee the opportunity to return to work in those circumstances where the employee has been absent from work claiming illness or injury, for three or more consecutive work days, the employee has been informed he/she is required to supply medical verification, and the employee has not supplied it. The Employer reserves the right to require an employee to furnish acceptable medical certification of mental and/or physical fitness to continue or return to work, with or without restriction, regardless of whether use of sick leave is at issue. This provision shall not be construed to mean the Employer must require the employee to submit medical verification in such cases.

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

Section G. Transfer.

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

Article 30

STATE-SPONSORED GROUP INSURANCE

Section A. Cafeteria Benefits Plan.

Bargaining unit employees shall be eligible to participate in a Cafeteria Benefits Plan, as described in Appendix O of this Agreement. It is understood and agreed that enrollment in the group insurance options offered under the Cafeteria Benefits Plan will be part of the annual open enrollment process.

Section B. Group Basic and Major Medical Insurance Plan.

1. Except as provided within this Article, the Employer shall maintain the group basic and major medical health insurance coverages in effect in Fiscal Year 1995-96 throughout Fiscal Years 1996-97, 1997-98, and 1998-99. The Employer shall pay 95% of the premium, and the enrolled employee shall pay 5% of the premium.

Effective January 1, 1997, covered services by a non-participating ("non-par") provider under BCBSM will be reimbursed at the participating ("par") provider usual, customary and reasonable rate if 75% or more of the providers of that provider's specialty area of practice in the county in which the member resides are participating providers. For purposes of calculating the percentage of providers who are par-providers, a provider's status as par or non-par will be established at the beginning of the plan (calendar) year and will be considered unchanged throughout the year. The balance of the billed charges will be the responsibility of the member and will not count toward the member's deductible or stop-loss limit.

Covered charges by a non-par provider for a member residing in a county where less than 75% of the provider's specialty area of practice are par providers will be reimbursed at the level of billed charges, less any applicable deductible and co-payment. BCBSM may contract directly with such non-par provider for a lower fee on specific services.

If a member is under a course of treatment and the provider changes from par to non-par status, billed charges will be paid regardless of the percentage of the providers of that specialty area of practice in the county who are par providers, until that course of treatment has been completed.

The State's hearing care program shall be a benefit under the Basic Health Plan. Such program shall include those benefits currently provided, including audiometric exams, hearing aid evaluation tests, hearing aids and fitting and binaural hearing aids when medically appropriate.

2. Reimbursement for out-patient psychiatric services under Major Medical shall be at 90% with a $3,500 per person maximum benefit per year, but subject to the provisions of subsection 10. A. below.

3. Effective until October 1,1996 the major medical prescription drug plan shall be the state's "participating pharmacy" (card) plan, with a non-reimbursable $2.00 subscriber co-payment for each prescription. Such plan shall provide for a subscriber identification card and the elimination of forms processing when and if the prescription is filled at a participating pharmacy.

Effective October 1, 1996 the prescription drug program applicable to the state health plan shall be the alternative prescription drug PPO provided in subsection 10. b. below. The co-payment level on covered brand name prescriptions shall be $7.00/Rx and the co-payment level on covered generic prescriptions shall be $2.00/Rx. The brand name co-payment level will apply even when there is no generic substitute, as well as to DAW prescriptions. However, the brand name co-payments will not apply for drugs with patents scheduled to expire during the period of the contract, but for which Congress has specifically extended the patent protection. When the patent has expired, the brand name co-payment will apply.

The Employer shall continue an optional mail order plan for maintenance prescription drugs. There shall be no subscriber co-payment for either brand-name or generic prescriptions filled under the mail order plan.

4. Effective until January 1, 1997 the family deductible under Major Medical shall be $100.00 per calendar year; the individual deductible shall be $50.00 per calendar year. Effective January 1, 1997 the annual deductible shall be $100 per individual and $200 per family. Effective January 1, 1999 the annual deductible shall be $150 per individual and $300 per family.

5. The reimbursement under Major Medical shall be 90%.

6. Effective until January 1, 1997 the out-of-pocket (stop loss) limit under Major Medical shall be $500.00 per enrolled employee per calendar year, administered in accordance with current practice. Effective January 1, 1997 the annual out-of-pocket (stop-loss) limit shall be $750. Effective January 1, 1999 the annual out-of-pocket (stop-loss) limit shall be $1,000.

7. Health Maintenance Organizations (HMOs). As an alternative to the State-sponsored health insurance program, enrollment in an HMO shall be offered to those employees residing in areas where qualified licensed HMOs are in operation. The State shall pay the same dollar value contribution toward HMO membership (per enrolled

employee) as is paid to the State-sponsored health insurance program for both employee and employee/dependent coverage, except where the membership cost is less than the State-sponsored health insurance program premium. In such case, the State shall pay that rate published by the Department of Civil Service. The HMO provisions cited above are understood to be as required by federal statute and regulations which regulate employer participation and contributions toward the cost of HMOs. If an employee moves to a new permanent residence outside the service area of the authorized HMO in which s/he is enrolled, the employee may transfer such enrollment to the State Health Plan or to another authorized HMO serving the new residence area.

The Employer and MCO 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 MCO, 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.

8. There shall be no "wear and tear" exclusion on durable medical equipment, orthotics and prosthetics, contained in the current health insurance plan.

9. PRESERVE. Program to Review and Evaluate Services for Effective Reduction of Voluntary Medical Expenses (PRESERVE) Plan.

The Union shall continue to be entitled to participate as a member of the Labor Management Health Care Committee.

The committee will continue to review and monitor the progress of the actual implementation of the plan.

It is understood that each exclusively recognized employee organization will be entitled to designate one (1) representative to participate in the Labor-Management Health Care Committee.

The PRESERVE Plan consists of the following principal components: Pre-certification of all hospital inpatient admissions; second surgical opinion program; Home Health Care; alternative delivery systems; Generic Drugs; and preferred provider organization health care option.

a. Pre-certification of Hospital Admission & Length of Stay. The pre-certification for admission and length of stay component of the plan requires that the attending physician submit to the Third Party Administrator (TPA) the diagnosis, plan of

treatment and expected duration of admission. If the admission is not an emergency, the submission must be made by the attending physician and the review and approval granted by the TPA prior to admitting the covered individual into the Acute Care Facility. If the admission occurs as an emergency, the attending physician is required to notify the TPA by telephone with the same information on the next regular working day after the admission occurs. If the admission is for a maternity delivery, advance approval for admission will not be required; however, the admitting physician must notify the TPA before the expected admission date to obtain the length-of-stay approval. There will be no limitation on benefits caused by the attending physician's failure to obtain pre-admission certification.

b. Second Surgical Opinion. The PRESERVE Plan also includes the focused second surgical opinion program to be administered as part of the pre-certification process for hospital admissions, and as described below. The surgical categories subject to the focused second surgical opinion program include:

- Knee Surgery
- Hysterectomy
- Tonsillectomy and/or Adenoidectomy
- Cholecystectomy
- Herniorrhaphy
- Partial or Complete Mastectomy
- Excision of Cataracts
- Rhinoplasty/Submucous Resection
- Dilation and Curettage
- Varicose Vein Stripping and Ligation
- Prostatectomy
- Laminectomy
- Heart Surgery
- Bladder Surgery
- Tubal and Ovarian Surgery
- Carpal Tunnel

When a new procedure is added to the above list the Employer shall notify the Union and all employees 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. The attending physician shall initiate the second opinion referral at the time the physician contacts the TPA for pre-certification for admission. Based upon the medical data provided and the procedure to be done, the physician will be advised 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 physician has the responsibility to supply a copy of the diagnosis, prognosis and recommended treatment to the employee and the TPA. The second opinion requirement will be waived when: an appointment with an appropriate consultant cannot be scheduled within three (3) weeks; the patient's condition is so serious that surgery is unconditionally required; the surgery is scheduled out-of-state; the surgery is performed in the office of the patient's physician; or, the employee or the patient is enrolled in Medicare.

In the event that no board certified specialist is available within 100 miles from the patient's home, the requirement for a second mandatory opinion will be waived by the TPA. If the patient must travel 10 miles or less, one way, from home to visit the second opinion physician, there shall be no mileage reimbursement; if the patient must travel 11-100 miles, one way from home to the second opinion physician, the employee shall be eligible for mileage expense reimbursement for any miles over 10, one-way.

An employee may use sick leave, annual leave or compensatory time to cover his/her absence from work required to obtain the mandatory second opinion. A request for such time shall not be denied. When so used, such leave shall not be considered as a basis for administering any counseling or disciplinary action.

The Plan shall provide full reimbursement for the second surgical opinion and necessary tests. If the second opinion differs from the first opinion, at the employee's option, the Plan shall provide full reimbursement for a third opinion. Regardless of the outcome of the second or third opinion, surgical and other expenses for the hospital confinement shall be reimbursed in full up to the current benefit maximum as long as a second opinion was rendered.

A patient may seek an optional third surgical opinion. In addition, a patient may seek an optional second opinion for an elective surgical procedure not included in the list above. A surgical procedure will be considered elective if it can be safely postponed without compromising the patient's health. Upon request, the TPA will provide a list of three or four board certified specialists in the patient's geographical area. Since such second surgical opinions are completely optional, they shall be covered under the provisions of the existing (Major Medical) health care plan component.

Copies of lists of board certified specialist shall be available in Personnel offices and shall be furnished to the Union.

Regardless of the consultant's opinion, the normal surgery payment will be made.

There will be no limitation on benefits because the patient has failed to secure a second opinion or, through no fault of the patient, no second opinion was rendered.

c. 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 PRESERVE Plan. This component requires 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 a 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 will be provided in the State Health Care Plan Benefit Booklet. Home Health Care shall be available at the patient's option in lieu of hospital confinement.

d. Alternative Delivery Systems. The PRESERVE Plan shall also provide hospice care and birthing center care benefits to employees and enrolled family members. The details of services and charges to be covered for either of these options shall be 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.

e. Generic Prescriptions. The PRESERVE Plan shall also provide that unless otherwise specified by the prescribing physician, the pharmacy will be required to dispense a generic drug whenever a generic substitution is available. This provision shall be administered in accordance with the Michigan Blue Cross Blue Shield maximum allowable cost (MAC) program.

10. PPOs and Other Managed Health Care Approaches.

a. Mental Health/Substance Abuse Services PPO. The current Mental Health/Substance Abuse Services PPO Program Design and Evaluation/Selection Procedure, first adopted by the parties in June 1993, is continued during the term of this Agreement. In accordance with the previously established provisions governing the selection procedure to be followed by the Joint Evaluation Committee, either one or both of the current vendors may be continued.

Under the MH/SA PPO, the annual $3,500 maximum benefit for covered outpatient services is maintained. In addition, the annual deductible for outpatient services is eliminated when such services are provided by an in-network provider. Covered outpatient services provided by a network provider will be paid directly to the provider at 90% of the approved charges, with a 10% co-payment of the approved charge by the member. Covered inpatient and outpatient services provided by a non-

network provider will be paid by the patient who, after meeting the annual deductible, will be reimbursed by the vendor for the lesser of 50% of the billed charges or 50% of the allowable charges authorized by the vendor.

If there is no network provider within a reasonable distance from the member's home address (as determined by the Director of the Department of Civil Service Employee Benefits Division), the vendor will authorize payment for covered services which are provided by a non-network provider as permitted under the state health plan in effect prior to the implementation of the PPO.

The vendor will maintain a system of alternative provider referrals and equivalent covered expense reimbursement which assures that, at the patient's option, network providers to whom the patient is referred are neither state employees nor providing services to a state agency at a worksite where the state employee is employed.

b. Alternative Prescription Drug PPO. Effective October 1, 1996 the Prescription Drug Program available to members enrolled in the state health plan shall be changed to the other alternative prescription drug PPO currently administered in the state classified service. This program uses a smaller, more tightly managed panel of pharmacy providers who meet established criteria and agree to all program requirements, strengthened utilization review criteria and strong acquisition controls. In addition, this program incorporates enhanced communications with prescribing physicians, on-line communications with participating pharmacies, and more aggressive generic substitution and formulary dispensing protocols. This program is an example of a self-funded, self-insured approach which uses a unique funding arrangement wherein the managed care administrative vendor is at financial risk for plan performance. The state's liability for prescription drug benefits is capped for a fixed period, so that expenses above the state's cap are the responsibility of the vendor.

State health plan members who access the prescription drug benefit with their identifying member card at participating pharmacies will be responsible for only the $2.00 or $7.00 co-payment (as applicable). Prescriptions purchased at non-participating pharmacies must be paid for by the plan member who then remits receipts to the vendor for reimbursement. The amount of the reimbursement will not exceed the amount the vendor would have paid to a participating pharmacy and will not include the applicable $2.00 or $7.00 co-payment.

The member card shall identify all the participating pharmacies within a 30-mile distance of the plan member's home address zip code or, if there are more than 30 such participating pharmacies, the 30 participating pharmacies that are closest to the plan member's home.

c. Foot and Ankle Care PPO. The current Foot and Ankle Care PPO program design, first adopted by the parties' Letter of Understanding in June 1993, will continue during the term of this Agreement unless the joint committee provided for in Section K. below determines, after full review of all pertinent information and data, that the program is not satisfactorily meeting the managed care and cost-containment objectives of the parties. Appropriate alternatives to the program will be determined through the joint committee, consistent with state purchasing regulations, if it is determined to not continue the program. [Reader's Note: The Foot & Ankle Care PPO was terminated effective July 31, 1996.]

d. Outpatient Laboratory Services PPO. Effective October 1, 1996 the current outpatient laboratory services PPO, first adopted by the parties' Letter of Understanding in June 1993, is terminated as a design feature of the state health plan in this unit for the balance of the Agreement.

11. Survivor Conversion Option.

The State recognizes its obligations under federal "COBRA" legislation in case of a "qualifying event", as defined by that statute.

12. Health Risk Appraisal Program.

The parties agree to continue extending the Health Risk Appraisal Program to bargaining unit members during the term of this Agreement.

13. Open Enrollment.

There shall be an annual open enrollment period offered to unit members in August or September of each year of this Agreement.

14. Wellness and Preventive Services.

The following services shall be covered benefits of the State Health Plan:

a. Pap Tests Annually.

b. Mammography (to be administered in accordance with the frequency established by the guidelines of the American Cancer Society).

c. Well Child Care (routine office visits every six months up to 24 months of age).

d. Annual examinations from 24 months of age through age 19.

e. Immunization and lab tests through age 19.

f. Expenses of weight-loss clinic attendance up to a lifetime limit of $300, if conditions are met as specified in either (1) or (2) below:

(1) Employee or covered dependent is obese (defined as being more than 100 pounds overweight or more than 50% over ideal weight), and weight loss clinic attendance is prescribed by a licensed physician and confirmed by a second opinion; or

(2) Employee or covered dependent is more than 50 pounds overweight or more than 25% over ideal weight, has a diagnosed disease for which excess weight is a complicating factor, and weight-loss clinic attendance is prescribed by a licensed physician and confirmed by a second opinion.

Note: the $300 amount will not apply to the major medical deductible.

g. Medically necessary orthopedic inserts for shoes, when prescribed by a licensed physician.

h. Storage costs for blood that is self-donated by an employee or covered dependent in preparation for his/her own scheduled surgery.

i. Prostate Specific Antigen (PSA) screening test in accordance with American Cancer Society guidelines when accompanied by an examination by a physician.

15. Smoking Cessation/Abatement Assistance.

The State shall continue a program for reimbursing employees for the fee they paid for enrolling in, and completing, a smoking cessation/abatement program approved by their Appointing Authority. The following conditions shall apply:

a. The reimbursement will be available for the employee's participation only. Expenses incurred by the employee's dependents are not reimbursable, even if the employee paid part or all of them.

b. The reimbursement shall be available on a one-time-only basis.

c. The amount of the reimbursement shall not exceed $50.00.

d. The employee shall be required to produce proof satisfactory to the Appointing Authority that the employee has completed the program, as well as receipts for having paid the enrollment fee. No reimbursement shall be required if a smoking cessation/abatement program is available to the employee through his/her health care coverage at no additional charge.

e. This program shall not be considered a part of the State Health Plan, and reimbursements are not payable through the State Health Plan. The reimbursement shall be paid to eligible employees by the Departmental Employer.

Transdermal Patches: Bargaining unit members shall continue to be eligible, on a one-time-only basis, for reimbursement of the cost of transdermal patches, less the $2.00 co-payment, and accompanying smoking cessation counseling not otherwise available as a covered benefit under the health plan in which the employee is enrolled. An employee who has already received reimbursement for transdermal patches under any program sponsored by the state shall not be eligible for this benefit. Reimbursement shall be made by the departmental employer.

Section C. Life Insurance.

The Employer shall provide a state-sponsored group life insurance plan which has a death benefit equal to 2.0 times annual salary rounded up to the nearest $1,000. The Employer shall pay 100% of the premium for this benefit.

The employee shall pay 100% of premiums for covered dependents. There shall be no age ceiling for coverage for handicapped dependents, and such additional coverage shall be provided without increased premium cost. A dependent will be 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.

The employee may choose one from among five levels of dependent coverage:

- Spouse for $1,500; child(ren) for $1,000
- Spouse for $5,000; child(ren) for $2,500
- Spouse for $10,000; child(ren) for $5,000
- Spouse for $25,000; child(ren) for $10,000
- Spouse for $0; child(ren) for $10,000

Dependent coverage for children shall be limited to infants 15 days or older.

Section D. Long Term Disability Insurance.

The Employer agrees to continue the Long Term Disability Insurance coverage in effect on October 1, 1995.

The Employer shall continue to provide a rider to the existing LTD Insurance program. All employees who are enrolled in the LTD insurance program shall automatically be covered by this rider. The rider shall provide a waiver of 100% of the health insurance (or HMO) premium while the enrolled employee is receiving LTD insurance benefits for a maximum of six (6) months. To thereafter continue health insurance (or HMO) coverage during the LTD-compensable period, the employee shall be responsible for remitting his/her share of the premium (if applicable). The Employer shall pay the entire cost of such rider. The LTD benefit shall be payable twice monthly for disabilities commencing on and after October 1, 1991 for the first six months of disability; after six months, benefits shall be paid monthly.

An employee may "freeze" any sick leave accrued during the period when he/she is using up sick leave because of the disability which leads directly to receiving LTD benefits.

Section E. Accidental Death Benefits.

The Employer agrees to continue the line-of-duty accidental death benefit of $100,000.

Section F. Group Dental Expense Plan.

1. The Employer shall pay 95% of the applicable premium for employees enrolled in the group dental expense plan.

2. Benefits payable under the Dental Expense Plan will be as follows:

a. 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.).

b. There shall be a yearly maximum benefit of $1,000 per person exclusive of orthodontics, for which there shall be a separate $1,500 lifetime maximum benefit.

3. 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 (fiscal year) exclusive of orthodontics for which there is a separate lifetime maximum benefit.

a. The following services will be paid at the 100% benefit level:

Diagnostic Services:

- Oral examinations and consultations twice in a fiscal year.

Preventive Services:

- Prophylaxis - teeth cleaning three times in a fiscal year;
- Topical application of fluoride for children up to age 19, twice in a fiscal year;
- Space maintainers for children up to age 14, unless an older age is specifically authorized by the dental plan administrator.

b. The following services will be paid at the 90% benefit level:

Radiographs:

- Bite-wing x-rays once in a fiscal year unless special need is shown to the satisfaction of the dental plan administrator.
- Full mouth x-rays once in a 5 year period unless special need is shown to the satisfaction of the dental plan administrator.

Article 30

Restorative Services:

- Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;
- Gold inlay and outlay restorations.

Oral Surgery:

- Extractions, including those provided in conjunction with orthodontic services;
- Cutting procedures;
- Treatment of fractures and dislocation of the jaw.

Endodontic Services:

- Root canal therapy;
- Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth;
- Periapical services to treat the root of the tooth.

Periodontic Services:

- Periodontal surgery to remove diseased gum tissue surrounding the tooth;
- Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth and periodontal scaling to remove tartar from the root of the tooth;
- Treatment of gingivitis and periodontitis diseases of the gums and gum tissue.

c. The following services will be paid at the 50% benefit level:

Prosthodontics Services:

- Repair or rebasing of an existing full or partial denture;
- Initial installation of fixed bridgework;
- Initial installation of partial or full removable dentures (including adjustments for 6 months following installation);
- 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).

d. The following Orthodontic services will be paid at the 60% benefit level:

- Minor treatment for tooth guidance;
- Minor treatment to control harmful habits;
- Interceptive orthodontic treatment;
- Comprehensive orthodontic treatment;
- Treatment of an atypical or extended skeletal case;
- Post-treatment stabilization;
- Separate lifetime maximum of $1,500 per each enrollee.
- Orthodontic services for dependents up to age 25, if dependent is a full-time student; for enrolled employee and employee's spouse (if enrolled), no maximum age.

4. Open Enrollment. An annual open enrollment period shall be provided to all employees in August or September of each year of this Agreement.

5. Point of Service PPO. Bargaining unit members and dependents enrolled in the Group Dental Expense Plan may avail themselves of improved benefit levels at no additional cost to the Plan by utilizing Dental Care providers who are members of the "Dental Point of Service PPO." The benefit levels and co-payment levels for specific

services are as provided below. Enrolled employees and dependents utilizing dental care providers who are not members of the Dental Point of Service PPO shall be subject to current coverage levels and benefits described in Subsections 2 and 3 of this Section.

Benefit	Current Level	Point of Service PPO Level
Diagnostic Services (exams)	100%	100%
Preventive Services	100%	100%
Radiographs	90%	100%
Restorative (fillings)	90%	100%
Oral Surgery (extractions)	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%
Prosthodontics Repairs	50%	100%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Annual Maximum	$1,000	$1,000
Lifetime Orthodontics Limit	$1,500	$1,500

6. Sealants. Application of sealants shall be a covered benefit for permanent molars only, which must be free from restoration or decay at the time of application. Sealants shall be payable only up to the age of 14 years. Payments will be made on a per-tooth basis. No benefit shall be payable on the same tooth within three years following a previous sealant application. The dental plan will pay 50% of the reasonable and customary amount of the sealant application charge, with the employee or covered dependent to pay the remainder of the charge. Under the Dental Point of Service PPO, the Plan shall pay 70% of the charge.

7. Dental Maintenance Organization. The Employer shall continue to offer unit employees the option of voluntarily enrolling in the Dental Maintenance Organization (DMO), first adopted by the parties in their Letter of Understanding of July 1993. The parties understand that the state-approved service area for the DMO program encompasses only certain geographical areas. The DMO will grant a properly completed out-of-area waiver application from a unit member. The parties also understand that all eligible dental services must be provided by a DMO network provider in order for coverage to be in effect (except for emergency treatment for the immediate relief of pain and suffering when the enrollee is more than fifty miles from a participating provider, which will be reimbursed at fifty percent (50%) of the usual, customary and reasonable rate of the non-participating provider).

8. Preventive Dental Plan. A preventive dental plan will continue to be made available as a voluntary option for employees under the Cafeteria Benefits Plan provided for in Section A. of this Article.

Section G. Insurance Premiums While on Layoff and Leave of Absence.

An employee actually separated by reason of layoff from State employment, on an indefinite basis, may elect to prepay the employee's share of premiums for health, dental, vision and life insurance coverage for the two (2) additional pay periods after layoff, by having such premiums deducted from the paycheck covering the final pay period in pay status. The Employer shall pay the Employer's share of premiums for health, dental, and life insurance coverage for two (2) pay periods for any employee who elects this option.

Such coverage for health, dental, vision and life insurance shall continue uninterrupted for the two (2) pay periods referred to above. Election of this option shall not affect the eligibility of the employee to thereafter continue insurance coverage for the remaining period of continuation coverage by directly paying the entire premiums therefor in accordance with current practice.

The maximum continuation coverage period for each insurance program shall be as follows: Health -- 3 years; Dental -- 18 months; Vision Care -- 18 months; Life -- 1 year.

Permanent full-time employees who do not use the entire two (2) pay periods because of recall, or otherwise returning to State employment on a permanent basis, shall retain this option for full use once in a fiscal (contract) year.

Nothing herein diminishes the rights of a laid-off employee under federal "COBRA" legislation.

Section H. Vision Care Plan.

The Employer will provide a Vision Care Plan paying one hundred percent (100%) of the applicable premium for employees and employee/dependent coverage enrolled in the Plan.

Article 30

1. Participating Providers: 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 frames and $7.50 for medically necessary contact lenses. However, the benefit interval (for participating providers) shall be once in a 12-month period, if there has been a prescription change. The maximum diameter measure of covered lenses shall be 71 millimeters.

c. Contact Lenses not Medically Necessary -- The Plan 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 b. is not required.

Medically necessary means (1) the member's visual acuity cannot otherwise be corrected to 20/70 in the better eye; or (2) the member has one of the following visual conditions: Keratoconus, irregular astigmatism or irregular corneal curvature.

The maximum benefit paid for eyeglass frames to participating providers shall be the provider's costs or $25, whichever is less, plus dispensing fee.

2. Non-Par Providers: Payments for Non-Participating Providers:

a. For Vision Testing Examinations: Once in any twelve (12) month period, the Plan will pay 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 Plan will pay the provider's charge or the amount set forth below, whichever is less.

i. Regular Lenses:

Single Vision.....$13.00/Pair
Bifocal.....20.00/Pair
Trifocal.....24.00/Pair

ii. Contact Lenses:

Medically necessary as defined in subsection c. above.....$96.00/Pair
Not medically necessary.....$40.00/Pair

iii. Special Lenses:

For covered special lenses (e.g., aphatic, lenticular and aspheric the Plan 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.

iv. Additional Charges for Plastic Lenses:

$ 3.00/Pair, plus benefit provided above for covered lenses.

v. Additional Charges for Tints Equal to Rose Tints:

#1 and #2 .....$ 3.00/Pair

vi. Additional Charges for Prism Lenses:..... $2.00/Pair

When only one lens is required, the Plan will pay one-half of the applicable amount per pair shown above.

c. For Eyeglass Frames: The Plan will pay the provider's charges or $14.00, whichever is less.

An annual open enrollment period shall be provided to all employees in August or September of each year of this Agreement.

The maximum diameter measure of covered lenses shall be 71 millimeters.

Section I. Flexible Compensation Plan.

The Employer's pre-tax dollar deduction program is extended to unit employees. Under such a program, employee contributions for premiums for health insurance and dental insurance shall be made after FICA calculations, but before income tax withholding calculations are made.

Bargaining unit members shall be offered the option to participate in the State of Michigan Dependent Care and/or Medical Spending Accounts authorized by, and established by the State in accordance with, current Section 125 of the U.S. Internal Revenue Service Code.

Section J. Group Auto/Homeowners Insurance.

The state agrees to extend the plan authorized for non-exclusively represented employees to unit employees in the event it is successfully re-bid.

Section K. Joint SEIU/OSE Health Care Committee.

Effective in January 1996, a Joint SEIU/OSE Health Care Committee will be established and will begin meeting on a regular quarterly basis. The purpose of the committee is to:

- Identify and explore additional managed care initiatives and strategies to reduce or control health care costs and preserve or enhance quality and access to health care services, such as PPOs for radiology services and implementing "centers of excellence";

- Entertain and evaluate and, upon agreement recommend adoption of, a proposal for an additional health plan program design option for the flexible benefits program. Such joint committee consideration may include benefit design, as well as sharing of premium costs and savings between the unit's employees and the state;

- In the context of establishing when reimbursements at UCR rates are applicable, determine which specialty areas of practice will be maintained separately, and which will be clustered together for purposes of determining the population of providers upon which the 75% calculation of participating providers under the state health plan will be made.

- Receive information from BCBSM on a quarterly basis on reimbursements under the applicable UCR rate procedures. The joint committee will expedite resolution of any problems reported by BCBSM, but nothing will preclude the joint committee from acting on a problem or complaint of an individual prior to receipt of a report from BCBSM.

- Encourage and assist BCBSM in making concerted efforts to increase the number of par providers in those areas in which the level of participation is less than 75% by specialty area of practice. This may include providing additional incentives to providers. It may also include assisting BCBSM in approving and providing letters to members for forwarding to their own physicians, if they are not par providers, requesting them to become par providers.

Article 31

SHIFT DIFFERENTIAL

The parties recognize that shift differentials are a convention used in personnel and labor relations to compensate employees performing -- except for the time of day -- otherwise reasonably similar duties during non-traditional working hours.

Employees shall be paid a shift differential of five percent (5%) above their straight time hourly 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 1:20 p.m.. but before 5:00 am., excluding any time spent in pre-shift meetings, or if fifty percent (50%) or more of the regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 am., excluding any time spent in pre-shift meetings.

While on sick, annual, holiday or administrative leave no employee shall earn shift differential.

It is agreed that when employees are released from duty to carry out Union activities in accordance with Article 9, Grievance Procedure; Article 11, Labor-Management Meetings; and Article 12, Section J., Health and Safety, Safety Inspections, they shall be entitled to payment of the shift differential for such released hours.

It is agreed that employees shall not be paid the shift differential for hours they are released under the provisions of Article 7, Union Business and Activity, and Article 8, Section D., Union Representation, Union Negotiating Committees.

Shift premium shall be based on overtime rates for overtime hours worked on an afternoon or night shift. If, under this Agreement, an employee elects to receive compensation for such overtime shift hours in the form of compensatory time in lieu of cash payment, the employee shall be paid for the shift premium in the paycheck covering the pay period in which the overtime shift hours were worked.

The value of shift premium shall not be included in determining the value of fringe benefits which are based on pay rate; all such fringe benefits will be based on the straight-time pay rate.

Article 32

TRAVEL EXPENSE REIMBURSEMENT

Section A. Travel on State Business.

1. Reimbursement Rates. The Employer agrees to continue the system for establishing, revising, and paying reimbursement for travel, meals, and lodging expenses incurred while traveling on State business in accordance with the Standardized Travel Regulations issued by the Departments of Civil Service and Management and Budget, except as otherwise specifically delineated in this Agreement. The schedule of rates in effect in FY 95-96 is provided in Appendix J. In the event the Civil Service Commission changes reimbursement rates for non-exclusively represented employees, such revised rates shall be applicable to bargaining unit members unless mutually agreed otherwise by the Union and the Office of State Employer.

The approved private car rate shall be set at $.06 per mile more than the MTD mid-size vehicle rate described immediately below. This rate shall be adjusted on October 1st of each successive year, based upon the MTD established rate for that Fiscal Year.

The rate for use of a non-state owned vehicle when a state vehicle is available shall be set at the rate the DMB Motor Transport Division establishes for its fleet mid-size vehicle.

2. Meal Reimbursement Eligibility.

a. Allowances for individual meals will be based on the following schedule.

(1) Breakfast: When travel commences prior to 6:00 a.m. and extends beyond 8:30 a.m.

(2) Lunch: When travel commences prior to 11:30 a.m. and extends beyond 2:00 p.m.; or if the employee would have been entitled to a meal without charge under Article 22, Section L., had the employee remained at his/her work location, unless provided a meal without charge.

(3) Dinner: When travel commences prior to 6:30 p.m. and extends beyond 8:00 p.m.; or if the employee would have been entitled to a meal without charge under Article 22, Section L., had the employee remained at his/her work location, unless provided a meal without charge.

(4) Midnight Lunch: If work extends beyond Midnight, reimbursed at the lunch rate.

b. Employees in travel status who return to their work location more than three (3) hours after the end of their regularly scheduled shift will be entitled to reimbursement for the type of meal that is normally consumed at that time of day. Such reimbursement shall be made in accordance with meal rates provided in the Standardized Travel Regulations.

3. Home-to-work Mileage. Reimbursement to the State shall be at the applicable MTD rate, and in accordance with statute.

Section B. Mobilization.

During an official (rather than practice) mobilization, affected employees are entitled to meal expense reimbursement if: (1) they are temporarily reassigned by management outside of their work location; (2) are restricted to the troubled area, and (3) the Employer or others do not furnish meals to the employees free of charge.

1. Rates. The mobilization meal rate for those employees who are eligible under the provision immediately above shall be five dollars ($5.00) per meal.

2. Number of Meals. Not more than three (3) meals per day will be reimbursed to an employee. When an eligible employee's work time, on an official mobilization, is:

a. Four (4) hours or less, the employee shall be reimbursed for one (1) meal;

b. More than four (4) hours but less than eight (8) hours, the employee shall be reimbursed for two (2) meals;

c. Eight (8) hours or more, the employee shall be reimbursed for three (3) meals.

Section C. Relocation Expense Reimbursement.

1. Relocation for the Benefit of the State (Involuntary Reassignment). Employees who on or after October 1, 1987 meet all the criteria listed in a. through d. shall be eligible for the relocation benefits provided in Subsections 2. through 6. below.

a. Satisfactorily completed their initial probationary period;

b. Have commenced their first work assignment and thereafter are involuntarily reassigned for the benefit of the State to a new work location more than twenty-five (25) miles away;

c. Actually move their residence closer to the new work location; and

d. Agree to continue employment at the new work location for a minimum of one (1) calendar year after reassignment.

2. Temporary Travel Expense. From the effective date of reassignment, the reassigned employee will be allowed meal and lodging expense reimbursement at rates in effect pursuant to Section A. above, for up to sixty (60) calendar days at the new work location or until such time as the employee changes residence, whichever is less. In case of hardship in securing or occupying a new residence the Employer may, at its full discretion and as determined on an individual case by case basis, grant an extension of up to sixty (60) calendar days, but in no case shall the total period exceed 180 days.

Employees returning to their residence at the prior work location during the sixty (60) day period (or its extension) will be reimbursed for the lesser of: (1) meals during those days; or (2) mileage charges for a personal car used in such commuting for the actual mileage between the points at the approved private car rate.

3. Trip to Secure Housing. A reassigned employee and one (1) additional family member shall be allowed up to three (3) round trips to a new official work location for the purpose of securing housing. Travel, lodging and meals costs will be reimbursed up to a maximum of nine (9) days in accordance with the rates in effect pursuant to Section A. above.

4. Moving Time. An eligible employee shall be allowed two (2) days off without loss of pay for completing the move. This Section shall not be construed to relieve the employee from any responsibility to report for work punctually and in a condition ready for work.

5. Moving of Household Goods. All reimbursable moves must be made by common carrier or by trailer or truck rented by the employee.

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

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

(2) Packing: The Employer will pay up to $600 for packing and/or unpacking breakables. In addition to the above packing allowances, the Employer will pay the following accessorial charges which are required to facilitate the move: appliance services; piano or organ handling charges; flight, elevator, or distance carrying charges; extra labor charges required to handle heavy items, e.g., pianos, organs, freezers, pool tables, etc. Arrangements for paying any additional packing requirements must be made and paid for by the employee only.

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

(4) En Route Charges: Charges for stopping in transit to load or unload goods and the cost of additional mileage involved to effect a stop in transit shall be paid by the employee. Extra labor required to expedite a shipment at the request of the employee shall be paid by the employee.

(5) Mobile Homes: The Employer will pay the reasonable actual moving cost for moving a mobile home if it is the employee's domicile, plus a maximum of $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 Employer when accompanied by receipts. "Actual moving cost" includes only the transportation cost, escort services when required by a governmental unit, special lighting permits, tolls and/or surcharges, but excludes moving or fuel tanks, out buildings, swing sets, etc. that are not secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by the 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 employee.

b. Truck or Trailer: In lieu of a common carrier, the Employer will reimburse the employee for reasonable truck or trailer rental charges, tolls and required surcharges incurred by the employee where the employee moves himself/herself.

6. Storage of Household Goods. The Employer will reimburse the employee for storage of household goods, as described in Subsection 5.a.I. above, for a period not in excess of sixty (60) days in connection with a reimbursable move, at either origin or destination, but only when housing is not readily available.

7. Relocation for the Benefit of the Employee (Voluntary Transfers). Employees who have accepted a voluntary transfer to initial staffing positions at a newly opened facility more than twenty-five (25) miles from the prior work location, who actually move their residence closer to the new work location, and who agree to continue employment at the new work location for a minimum of one (1) year after the voluntary transfer, shall be eligible for the relocation reimbursement benefits provided in Subsection C.4 (Moving Time) and Subsection C.5.b. (Truck or Trailer).

Notwithstanding any practice to the contrary which may have affected employees in the Unit, Article 14, Section K., shall apply.

Article 33

COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY

Section A. 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.

Section B. Administrative Determination.

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

Section C. 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 for the period of the general emergency, or seven (7) calendar days, whichever is less, 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.

Section D. Compensation in Situation of Inaccessibility.

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

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

Section E. Additional Timekeeping Procedures.

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

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

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

Article 34

PRE-SHIFT MEETINGS

Recognizing that pre-shift meetings (line-up) are mutually valuable to the parties in establishing and maintaining a more orderly, disciplined and secure work environment, the Employer may conduct pre-shift meetings. The purpose of such meetings shall be to make job assignments, to impart information about events and incidents occurring during the preceding two shifts, to make adjustments in schedules, to designate riot duty squads, to conduct uniform inspections and to insure the employee is physically fit for duty. The duration of such pre-shift meetings is not normally expected to be less than six (6) nor more than twelve (12) minutes per shift, although for any given shift, the length of such meeting may vary depending upon the subject matter and number of employees involved. Notwithstanding such variability, employees shall be required to report for such pre-shift meeting not more than six (6) minutes prior to the official starting time of the respective shift.

Employees satisfactorily attending the required six minute pre-shift meeting shall be compensated for such satisfactory attendance at the rate of .1 of an hour at overtime (time-and-one-half) rates, but excluding shift differential and other pay premiums.

An employee who attends, but is late for, a pre-shift meeting shall be paid only for the time in attendance, but such payment shall not be considered as excusing such lateness.

Time spent in pre-shift meetings shall be treated as time worked for purposes of calculating daily and biweekly overtime. In accordance with Article 17, Section C.1., payment for such pre-shift meeting attendance may be taken in the form of compensatory time.

Certain Department of Corrections employees shall be required to attend pre-shift meetings if conducted. Certain categories of employees may be exempted from this requirement, such as work camp personnel, Corrections Officers in community corrections centers, day activity shift personnel, medical and health care personnel, corrections resident representatives, and personnel directed to report for work at a location other than their own facility (e.g., hospital detail). At the sole discretion of the Employer, employees in the exempt categories may or may not be required to attend pre-shift meetings. Such employees who are required to attend pre-shift meetings, shall be paid in accordance with this Article.

This Article shall not be construed to require any Department, Agency, institution or facility to initiate pre-shift meetings or, if on the effective date of this Agreement, such meetings are being held, to continue them. The employer expressly reserves the right to determine whether such meetings are to be held, and subject to the above, in what form, as a matter of managerial prerogative.

However, and except as provided below, the parties agree that at any Agency, institution or facility which requires Unit employees (other than the exempt categories) to attend pre-shift meetings on or after the effective date of this Agreement, such employees shall receive the payment provided for above, even if such pre-shift meetings are discontinued.

The parties also agree that, in the event of an Executive Order, approved by the Legislature, removing any salary and wage, or "line-up", appropriations from the Department of Corrections, the Department may, in its sole discretion, suspend or terminate all pre-shift meetings for a period to be determined solely by the Department, without any obligation to compensate any Unit employee based upon this Article, commencing on the date of such suspension/termination and continuing for the entire period of such suspension/termination.

An employee who calls in during line-up to announce his/her expectations to be absent will be considered to have fulfilled the obligation to call in before the beginning of the shift.

Article 35

DEFERRED COMPENSATION

The Employer agrees to continue the deferred compensation program in effect on September 30, 1987. The parties agree that such program shall be subject to applicable law and federal regulation, and shall be subject to Civil Service Commission policies concerning the administration and investment funds created by such program.

A qualified 401(K) tax-sheltered plan shall continue to be made available for employees in this bargaining unit.

Article 36

STAFFING SAFETY

Consistent with Article 12 of this Agreement, the Employer intends to staff unit work assignments at safe levels. If an individual assignment is closed down, it shall be done in a manner which does not diminish the safety of unit employees in other unit assignments which remain active. If an alleged violation of this Article is grieved, the burden of proof that staff safety is diminished will rest with the Union.

Article 37

TUITION REIMBURSEMENT

To the extent that funds have been appropriated specifically for tuition reimbursement, unless otherwise provided in such legislative action, the departmental employers agree to establish a system of tuition reimbursement for all departmental employees. However, effective for fiscal year 1996-97 and continuing through fiscal years 1997-98 and 1998-99, the Department of Corrections and the Department of Mental Health will establish an account specifically for the purpose of tuition reimbursement, based on a ratio of $4.00 per year per departmental employee. While there is no guarantee, it is the expectation that the allocation of such funds to Security Unit employees will be in approximate proportion to the percentage of total departmental employment accounted for by the Security Unit.

The departmental employer will notify the union, upon request, of the amount of money appropriated and allocated by the department, as well as any change in such allocations.

The administration of the program shall be consistent with the Civil Service Commission Policy and Plan for Continuing Education, except as specifically provided herein, provided that no such reimbursement shall be authorized where departmental employees are on layoff from an occupation for which such academic pursuit is the primary preparation.

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

Tuition reimbursement shall not be made unless the course pertains to the employee's current occupation (such as criminal justice for corrections officers) or one in which the employer plans to seek candidates.

Procedures to be used for application, approval and verification of successful completion shall be established by departments. A department may require the employee to commit himself/herself to continuing employment with the department for a reasonable period after completion of the courses for which tuition reimbursement has been received. (Equivalency of work time for course work shall be considered reasonable.)

The provisions of this article shall not apply in those cases where the employer requires the employee to take a course(s) as part of assigned duties.

Departmental employers will submit a request for an appropriation for tuition reimbursement unless, in the judgment of the Department, directives or guidelines of the Department of Management and Budget, or other budgetary authority, indicate such a request would be contrary to State policy.

In the Department of Corrections, the provisions of Department of Corrections letter to Fred R. Parks, dated October 1, 1993 (incorporated herein as Appendix P), shall continue to apply to Security Unit employees, unless the parties agree otherwise in secondary negotiations or through a Letter of Understanding. In the Department of Mental Health, any departmental-level policy statement in effect on the date of this Agreement will apply (to the extent not in conflict with these provisions) unless the parties agree otherwise in secondary negotiation.

Article 38

PHYSICAL STANDARDS AND FITNESS INCENTIVE PROGRAM

Section A. Standards and Performance.

The parties recognize and subscribe to the proposition that persons who are physically and mentally fit tend to have lower rates of absenteeism and sick leave utilization. Physically and mentally fit employees are also believed to be more capable of adapting to and performing under stressful situations. The parties are committed to achieving the dual objective of reduced absenteeism/sick leave and ability to accommodate to stressful situations. Failure to achieve these objectives leads, each in its own way, to increased employment costs, whether through scheduling or additional overtime.

The parties also recognize that a significant number of bargaining unit members will be placed in circumstances (such as subduing and restraining residents, and quelling disturbances) which call for reasonable levels of fitness and endurance.

It has been noted, however, that rates of sick leave utilization need to be reduced; physical conditioning, as noted in numerous auditor general reports, should be standardized and improved; and the number of stress-related disability claims has increased. A physical standards and fitness incentive program is therefore established for bargaining unit employees. The program is experimental, and shall be evaluated on the basis of such factors as reductions in sick leave utilization compared to previous years, and overtime cost attributable to absenteeism and sick leave.

Standards of physical fitness and agility shall be established by the departmental employer after consultation with the union. Such standards shall be related to the superior

job performance which Unit employees may reasonably be expected to provide. Such standards will be furnished to Bargaining Unit employees and the Union annually.

Performance tests to determine whether employees meet or exceed such physical fitness and agility standards will be conducted by the departmental employer at the departmental or other facilities designated by the employer. As a pre-condition to taking such test, the employee must certify to the department that he/she has no knowledge of any medical condition that would prevent him/her from safely participating. Eligible employees shall be afforded the opportunity to take such performance tests two (2) times in a fiscal year, if necessary. Performance tests, if taken, shall be taken on the employee's own time.

Performance tests and their results shall be formally recorded and shall be certified by the departmental employer or explicitly designated representative.

Section B. Eligibility.

Employees who meet the following criteria shall be eligible to participate in the incentive program provided in this article.

1. Satisfactorily completed the initial probationary period on or before October 1st of the fiscal year in which the benefit may be earned; and

2. Are in full pay status in the unit for 2,000 or more hours of service during the fiscal year in which the benefit may be earned; and

3. In full pay status, on layoff status, or on an approved leave of absence with an established date of return, on September 30 of the fiscal year in which the benefit may have been earned.

(Note: Time spent in layoff status and time required to be treated as "full pay status" pursuant to state statutes dealing with injury arising from a prison riot or prisoner or inmate assault, not to exceed 80 hours in a pay period, but not to exceed six (6) pay periods, shall be credited as if it had been in full pay status only for purposes of Subsection 2. above.)

Section C. Attendance Incentive Payment.

An employee who is eligible in accordance with Section B. above shall be entitled to an attendance incentive payment in accordance with the table of sick leave utilization provided below:

Hours of Sick Leave Utilization in Fiscal Year	Attendance Incentive Payment Amount
No sick leave used	$400.00
More than zero but not more than 10.0	$150.00
More than 10.0 but not more than 24.0	$75.00
More than 24.0	No Payment

For purposes of this article, and at the employee's request: up to five (5) days of sick leave used for each bereavement leave, granted pursuant to Article 29, Section B.3., or, up to five (5) days used by the employee to determine whether the employee is infectuous with Tuberculosis, shall be excluded from determining the employee's sick leave utilization.

Section D. Physical Incentive Payment.

An employee who is eligible in accordance with Section B. above, and who has first qualified for an attendance incentive payment as provided in Section C. above, and who is certified by the Department in accordance with Section A. above as having successfully met or exceeded, after completion of the probationary period, the performance test standards during the fiscal year, shall be entitled to a lump sum physical fitness incentive payment of $150.00, except that the amount of the physical incentive payment earned by the eligible employee who has qualified for the maximum attendance incentive payment as provided in Section C. above by using no sick leave in the fiscal year shall be $300.00.

Section E. Proration.

There shall be no proration of any amounts provided for in this Article.

Section F. Payment Date.

The incentive payment provided for in this Article shall be payable on November 1 following the fiscal year in which it was earned (e.g., the attendance incentive payment earned in FY 96-97 is payable November 1, 1997), except that if it is determined that such payment may be legally deferred until after such date, it shall be payable not later than December 1 of such following fiscal year.

CIVIL SERVICE COMMISSION APPROVAL NOTICE, January 26, 1996

STATE OF MICHIGAN

CIVIL SERVICE COMMISSION

RAE LEE CHABOT
LAURENCE S. DEITCH
PETER H. ELLSWORTH
PETER F. SECCHIA

JOHN ENGLER, Governor

DEPARTMENT OF CIVIL SERVICE

CAPITOL COMMONS CENTER
400 SOUTH PINE STREET, P.O. BOX 30002
LANSING, MICHIGAN 48909

JOHN F. LOPEZ, State Personnel Director

January 26, 1996

Ms. Janine Winters, Director
Office of State Employer
P. O. Box 30026
Lansing, MI 48909

Mr. Fred R. Parks, Executive Director
Michigan Corrections Organization
SEIU Local 526M, AFL-CIO
426 S. Walnut Street
Lansing, MI 48933

Dear Ms. Winters and Mr. Parks:

The Civil Service Commission, at its meeting of January 16, 1996, adopted the attached resolution for inclusion in the collective bargaining agreement between the State of Michigan and the Michigan Corrections Organization.

Sincerely,

Diane Hardman

Diane Hardman
Secretary to the
Civil Service Commission

attachment

RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE STATE OF MICHIGAN AND THE MICHIGAN CORRECTIONS ORGANIZATION

Resolution Approved by the Michigan Civil Service Commission on January 16, 1996

The civil service commission has reviewed the collective bargaining agreement between **the State of Michigan** and the **Michigan Corrections Organization** under powers granted in article 11, section 5, of the Michigan constitution of 1963, and further reserved to itself in its rules.

1. On motion, the civil service commission approves this ratification provision and hereby (a) modifies the collective bargaining agreement as published by the parties and (b) ratifies the collective bargaining agreement as modified.

2. 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.

3. 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.

4. 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.

5. The action of the civil service commission in approving this ratification provision to modify and ratify this collective bargaining agreement is a single, indivisible act by the civil service commission. If a court of competent jurisdiction invalidates any portion of this ratification provision, 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 the action by the commission.

APPENDIX A

(Article 1)

EMPLOYING DEPARTMENTS AND AGENCIES
WITH CORRESPONDING LOCAL 526-M CHAPTERS

As of 1996

Department/Agency	Chapter
CORRECTIONS	
Correctional Facilities Administration	
Adrian Temporary Correctional Facility	Adrian Chapter
Alger Maximum Correctional Facility	Alger Chapter
Baraga Maximum Correctional Facility	Baraga Chapter
Brooks Correctional Facility	Brooks Chapter
Carson City Correctional Facility	Carson City Chapter
Carson City Temporary Correctional Facility	Carson City Temp Chapter
Chippewa Correctional Facility	Chippewa Chapter
Chippewa Temporary Correctional Facility	Chippewa Temp Chapter
Charles E. Egeler Correctional Facility	Egeler Chapter
Florence Crane Women's Correctional Facility	Florence Crane Chapter
G. Robert Cotton Correctional Facility	Cotton Chapter
Gus Harrison Correctional Facility	Adrian Chapter
Handlon Michigan Training Unit	MTU Chapter
Hiawatha Temporary Correctional Facility	Hiawatha Chapter
Huron Valley Men's Correctional Facility	Huron Valley Men's Chapter
Ionia Maximum Correctional Facility	Ionia Maximum Chapter
Ionia Temporary Correctional Facility	Ionia Temp Chapter
Kinross Correctional Facility	Kinross Chapter
Lakeland Correctional Facility	Lakeland Chapter
Macomb Correctional Facility	Macomb Chapter
Marquette Branch Prison	Earl DeMarse Chapter
Michigan Reformatory	MR Chapter
Mid-Michigan Correctional Facility	Mid-Michigan Chapter
Mound Correctional Facility	Mound Chapter
Muskegon Correctional Facility	Muskegon Chapter
Muskegon Temporary Correctional Facility	Muskegon Temp Chapter
Newberry Correctional Facility	Newberry Chapter
Oaks Maximum Correctional Facility	Oaks Chapter
Riverside Correctional Facility	Riverside Chapter
Ryan Correctional Facility	Ryan Chapter
Saginaw Correctional Facility	Saginaw Chapter
Scott Correctional Facility	Scott Chapter
Standish Maximum Correctional Facility	Standish Chapter

Department/Agency	Chapter
State Prison of Southern Michigan	
--Central Complex	Jackson Central Chapter
--South Complex	Jackson Southside Chapter
--Reception & Guidance Center	Jackson R&GC Chapter
Thumb Correctional Facility	Thumb Chapter
Western Wayne Correctional Facility	Western Wayne Chapter
Special Alternative Incarceration (SAI) Program	
Cassidy Lake Technical School, Chelsea	Camps Chapter, Reg III
Corrections Camps Program	
Camp Branch (CDW), Coldwater	Camps Chapter, Reg III
Camp Brighton (CBI), Pinckney	Camps Chapter, Reg III
Camp Waterloo (CCW), Grass Lake	Camps Chapter, Reg III
Michigan Parole Camp (CPC), Jackson	Camps Chapter, Reg III
Camp Lehman (CLE), Grayling	Camps Chapter, Reg II
Camp Pellston (CPL), Pellston	Camps Chapter, Reg II
Camp Pugsley (CPP), Kingsley	Camps Chapter, Reg II
Camp Sauble (CSA), Freesoil	Camps Chapter, Reg II
Camp Tuscola (CTU), Caro	Camps Chapter, Reg II
Camp Cusino (CCU), Shingleton	Camps Chapter, Reg I
Camp Kitwen (CKT), Painesdale	Camps Chapter, Reg I
Camp Koehler (CKO), Kincheloe	Camps Chapter, Reg I
Camp Manistique (CMQ), Manistique	Camps Chapter, Reg I
Camp Ojibway (COJ), Marenisco	Camps Chapter, Reg I
Camp Ottawa (COT), Iron River	Camps Chapter, Reg I
Community Corrections Centers	
Adrian (FAD & YAD), Adrian	Centers Chapter, Reg II
Ann Arbor (FAN & YAN), Ann Arbor	Centers Chapter, Reg II
Battle Creek (FBC & YBC), Battle Creek	Centers Chapter, Reg III
Benton Harbor (FBH & YBH), Benton Harbor	Centers Chapter, Reg III
Detroit Woodward (YDA)	Centers Chapter, Reg I
Detroit Downtown (YDT), Detroit	Centers Chapter, Reg I
Detroit Western (YDW), Detroit	Centers Chapter, Reg I
Flint (FFL & YFL), Flint	Centers Chapter, Reg II
Grand Rapids (YGR), Grand Rapids	Centers Chapter, Reg III
Holland (YHL), Holland	Centers Chapter, Reg III
Jackson (YJK), Jackson	Centers Chapter, Reg III
Kalamazoo (FKL & YKL), Kalamazoo	Centers Chapter, Reg III
Monroe (YMR), Monroe	Centers Chapter, Reg II

Department/Agency	Chapter
Community Corrections Centers (Cont'd)	
Mt. Clemens (YMC & FMC), Mt. Clemens	Centers Chapter, Reg II
Muskegon (FMU & YMU), Muskegon	Centers Chapter, Reg III
Port Huron (YPH & FPH), Port Huron	Centers Chapter, Reg II
Pontiac (FPN & YPN), Pontiac	Centers Chapter, Reg II
Saginaw (YSG & FSG), Saginaw	Centers Chapter, Reg II
Huron Valley TRV* (YHV & PHV), Ypsilanti	Centers Chapter, Reg II
Lake County TRV* (YLK), Baldwin	Centers Chapter, Reg III
Gilman TRV* (YPV, FPV & PPV), White Lake	Centers Chapter, Reg II
Boot Camp Aftercare Detention Facility (BADF), Detroit	Centers Chapter, Reg I
(* Technical Rule Violators)	
COMMUNITY HEALTH (Mental Health)	
Center for Forensic Psychiatry, Ann Arbor	Forensic Center Chapter
Huron Valley Center, Ypsilanti	Huron Valley Center Chapter

APPENDIX B

(Article 6. Section A)

LOCATION OF UNION BULLETIN BOARDS

Union bulletin board space established on the effective date of this Agreement will be maintained under the conditions upon which it was previously established, throughout the life of the Agreement. However, changes in such locations at currently existing work locations, and additions to such locations at newly opened facilities, may be established in local-level Labor/Management meetings or, if necessary, secondary negotiations and agreement. Agreements arising from Labor/Management meetings shall not be enforceable unless recorded in a formal letter of understanding.

MICHIGAN CORRECTIONS ORGANIZATION
Authorization for Payroll Deduction
REPRESENTATION SERVICE FEE

400	LF CR	A				LF CR	EZ		LF CR
			Soc. Sec. Number					Local	

Effective _____, 19__, I, the undersigned state employee, do hereby authorize the State of Michigan to deduct from my earnings each bi-weekly pay period a service charge as provided in the Collective Bargaining Agreement for the Security Unit, which amount shall be certified by the Union as being the reasonable cost of negotiation and administration of the Agreement. The amount deducted shall be remitted to the MCO, SEIU Local 526M, AFL-CIO. This authorization shall remain in effect unless terminated by me by written notice to the Union and the Employer in accordance with the provisions of the Agreement.

Signature of Employee _____

Name (Print) _____
Last Name First Middle Initial

_____
Department Division of Department Job Location

PRINT NAME

_____
LAST FIRST MIDDLE INITIAL

S.S. No. _____

_____
Signature

_____
Street

_____ _____ _____
City Zip Tel. No.

_____
Date

INSTRUCTIONS

1. Fill out both halves completely
2. Upper half goes to your personnel office.
3. Lower half goes to the MCO Central Office.

APPENDIX D

(Article 6. Section E)

UNION OFFICE SPACE

Union office space locations established on the effective date of this Agreement will be maintained under the conditions upon which they were previously established, throughout the life of this Agreement. However, changes in such locations at currently existing work locations, and additions to such locations at newly opened facilities, may be established in local-level Labor/Management meetings or, if necessary, secondary negotiations and agreement. Agreements arising from Labor/Management meetings shall not be enforceable unless recorded in a formal letter of understanding.

The Charles Egeler Correctional Facility Chapter, Cotton Facility Chapter and all chapters at the State Prison of Southern Michigan will continue to share union office space at the present location. An adequate number of keys for that location will be provided to each chapter president who will have determined the necessary quantity.

APPENDIX E

(Article 13. Section C)

CLASSES AND LEVELS IN A CLASS SERIES

Series	Classes in Series
Corrections Medical Aide	Corrections Medical Aide 8 Corrections Medical Aide E9 Corrections Medical Aide 10 Corrections Medical Unit Officer E10
Corrections Officer	Corrections Officer 8 Corrections Officer E9 Resident Unit Officer E10
Corrections Resident Representative	Corrections Resident Representative E10
Corrections Security Representative	Corrections Security Representative E10
Forensic Security Aide	Forensic Security Aide 8 Forensic Security Aide E9
Special Alternative Incarceration Officer	Special Alternative Incarceration Officer 9 Special Alternative Incarceration Officer E10

APPENDIX F

AFFIRMATIVE ACTION LAYOFF EXCEPTION--Impasse Panel Decision 12/16/80

STATE OF MICHIGAN

WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF CIVIL SERVICE

LEWIS CASS BUILDING
320 S. WALNUT STREET, BOX 30002
LANSING, MICHIGAN 48909

RICHARD A. ROSS, State Personnel Director

AN IMPASSE PANEL PROPOSAL FOR DECISION

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER (OSE),

and

MICHIGAN CORRECTIONS ORGANIZATION, LOCAL 526-M, S.E.I.U., AFL-CIO, (MCO).

MAILING DATE

December 16, 1980

IP 80-2

ISSUES

1. Layoff, Affirmative Action Layoff
2. Compensation, Security Unit Premium

UNIT

Security (C-12) Unit

* * * * *

DECISION

A. The affirmative action exception to seniority layoff proposed by the Employer shall be included in the contract, but instead of the OSE proposed provisions in the second and third paragraphs following Section D, 3, d, the Board substitutes:

> The affirmative action exception, Sub-section d. above, shall be used in accordance with MEEOC and Civil Service Commission guidelines for implementation of Civil Service Rule 1.2b.

APPENDIX G

(Article 2)

SECURITY UNIT CLASSES & LEVELS

Pay Range	Class Title/Level	Class Code	Former Benchmark Levels
701	Corrections Medical Aide 8	4010102	II
703	Corrections Medical Aide E9	4010103	IIIB
708	Corrections Medical Aide 10	4020304	IV
706	Corrections Medical Unit Officer E10	7032104	---
701	Corrections Officer 8	4010702	IIB
703	Corrections Officer E9	4010703	III
708	Corrections Resident Representative E10	7030504	IVB
708	Corrections Security Representative E10	7031804	IVB
701	Forensic Security Aide 8	4010302	II
703	Forensic Security Aide E9	4010303	IIIB
706	Resident Unit Officer E10	7031204	IVB
703	Special Alternative Incarceration Officer 9	7032303	---
706	Special Alternative Incarceration Officer E10	7032304	---

APPENDIX H

(Article 27)

COLLECTIVELY BARGAINED SECURITY UNIT SALARY SCHEDULE OCTOBER 1, 1995

PAY RANGE NUMBER/CLASS		BASE	End of 6 Months	End of 1 Year	End of 18 Months	End of 2 Years	End of 30 Months	End of 3 Years	End of 4 Years	End of 5 Years
701	Annual	$ 23,051.52	$ 23,698.80	$ 26,809.92	$ 27,227.52	$ 28,206.88	$ 28,668.24	$ 29,503.44	$ 31,361.76	$ 33,094.80
CO 8 (IIB)	Month	1,920.96	1,974.90	2,234.16	2,268.96	2,350.74	2,389.02	2,458.62	2,613.48	2,757.90
CMA 8 (II)	Bi-weekly	883.20	908.00	1,027.20	1,043.20	1,080.80	1,098.40	1,130.40	1,201.60	1,268.00
FSA 8 (II)	Hourly	11.04	11.35	12.84	13.04	13.51	13.73	14.13	15.02	15.85
703	Annual	$ 23,865.84	$ 24,534.00	$ 27,707.76	$ 28,208.88	$ 29,169.36	$ 29,962.80	$ 30,777.12	$ 32,196.96	$ 34,556.40
CO E9 (III)	Month	1,988.82	2,044.50	2,308.98	2,350.74	2,430.78	2,496.90	2,564.76	2,683.08	2,879.70
CMA E9 (IIIB)	Bi-weekly	914.40	940.00	1,061.60	1,080.80	1,117.60	1,148.00	1,179.20	1,233.60	1,324.00
FSA E9 (IIIB)	Hourly	11.43	11.75	13.27	13.51	13.97	14.35	14.74	15.42	16.55
SAI OFF 9										
706	Annual	$ 24,763.68	$ 25,431.84	$ 28,668.24	-	$ 30,171.60	-	$ 31,612.32	$ 33,783.84	$ 36,686.16
CMUO E10	Month	2,063.64	2,119.32	2,389.02	-	2,514.30	-	2,634.36	2,815.32	3,057.18
RUO E10 (IVB)	Bi-weekly	948.80	974.40	1,098.40	-	1,156.00	-	1,211.20	1,294.40	1,405.60
SAI OFF E10	Hourly	11.86	12.18	13.73	-	14.45	-	15.14	16.18	17.57
708	Annual	$ 24,993.36	-	$ 28,897.92	-	$ 30,777.12	-	$ 32,593.68	$ 35,203.68	$ 38,544.48
CMA 10 (IV)	Month	2,082.78	-	2,408.16	-	2,564.76	-	2,716.14	2,933.64	3,212.04
CRR E10 (IVB)	Bi-weekly	957.60	-	1,107.20	-	1,179.20	-	1,248.80	1,348.80	1,476.80
CSR E10 (IVB)	Hourly	11.97	-	13.84	-	14.74	-	15.61	16.86	18.46

APPENDIX I -1

(Article 27)

COLLECTIVELY BARGAINED SECURITY UNIT SALARY SCHEDULE OCTOBER 1, 1996

PAY RANGE NUMBER/CLASS		BASE	End of 6 Months	End of 1 Year	End of 18 Months	End of 2 Years	End of 30 Months	End of 3 Years	End of 4 Years	End of 5 Years
701	Annual	$ 23,886.72	$ 24,554.88	$ 27,686.88	$ 28,104.48	$ 29,106.72	$ 29,566.08	$ 30,401.28	$ 32,280.48	$ 34,034.40
CO 8 (IIB)	Month	1,990.56	2,046.24	2,307.24	2,342.04	2,425.56	2,463.84	2,533.44	2,690.04	2,836.20
CMA 8 (II)	Bi-weekly	915.20	940.80	1,060.80	1,076.80	1,115.20	1,132.80	1,164.80	1,236.80	1,304.00
FSA 8 (II)	Hourly	11.44	11.76	13.26	13.46	13.94	14.16	14.56	15.46	16.30
703	Annual	$ 24,721.92	$ 25,390.08	$ 28,605.60	$ 29,106.72	$ 30,067.20	$ 30,881.52	$ 31,695.84	$ 33,136.56	$ 35,516.88
CO E9 (III)	Month	2,060.16	2,115.84	2,383.80	2,425.56	2,505.60	2,573.46	2,641.32	2,761.38	2,959.74
CMA E9 (IIIB)	Bi-weekly	947.20	972.80	1,096.00	1,115.20	1,152.00	1,183.20	1,214.40	1,269.60	1,360.80
FSA E9 (IIIB)	Hourly	11.84	12.16	13.70	13.94	14.40	14.79	15.18	15.87	17.01
SAI OFF 9										
706	Annual	$ 25,619.76	$ 26,287.92	$ 29,566.08	-	$ 31,090.32	-	$ 32,531.04	$ 34,723.44	$ 37,667.52
CMUO E10	Month	2,134.98	2,190.66	2,463.84	-	2,590.86	-	2,710.92	2,893.62	3,138.96
RUO E10 (IVB)	Bi-weekly	981.60	1,007.20	1,132.80	-	1,191.20	-	1,246.40	1,330.40	1,443.20
SAI OFF E10	Hourly	12.27	12.59	14.16	-	14.89	-	15.58	16.63	18.04
708	Annual	$ 25,849.44	-	$ 29,795.76	-	$ 31,695.84	-	$ 33,533.28	$ 36,164.16	$ 39,546.72
CMA 10 (IV)	Month	2,154.12	-	2,482.98	-	2,641.32	-	2,794.44	3,013.68	3,295.56
CRR E10 (IVB)	Bi-weekly	990.40	-	1,141.60	-	1,214.40	-	1,284.80	1,385.60	1,515.20
CSR E10 (IVB)	Hourly	12.38	-	14.27	-	15.18	-	16.06	17.32	18.94

APPENDIX I-1
October 1, 1996 Pay Table

APPENDIX I -2

(Article 27)

COLLECTIVELY BARGAINED SECURITY UNIT SALARY SCHEDULE OCTOBER 1, 1997

PAY RANGE NUMBER/CLASS		BASE	End of 6 Months	End of 1 Year	End of 18 Months	End of 2 Years	End of 30 Months	End of 3 Years	End of 4 Years	End of 5 Years
701	Annual	$ 24,596.64	$ 25,285.68	$ 26,522.08	$ 26,939.68	$ 29,983.68	$ 30,443.04	$ 31,320.00	$ 33,240.96	$ 35,057.52
CO 8 (IIB)	Month	2,049.72	2,107.14	2,376.84	2,411.64	2,498.64	2,536.92	2,610.00	2,770.08	2,921.46
CMA 8 (II)	Bi-weekly	942.40	968.80	1,092.80	1,108.80	1,148.80	1,166.40	1,200.00	1,273.60	1,343.20
FSA 8 (II)	Hourly	11.78	12.11	13.66	13.86	14.36	14.58	15.00	15.92	16.79
703	Annual	$ 25,473.60	$ 26,141.76	$ 29,461.68	$ 29,983.68	$ 30,965.04	$ 31,800.24	$ 32,656.32	$ 34,138.80	$ 36,581.76
CO E9 (III)	Month	2,122.80	2,178.48	2,455.14	2,498.64	2,580.42	2,650.02	2,721.36	2,844.90	3,048.48
CMA E9 (IIIB)	Bi-weekly	976.00	1,001.60	1,128.80	1,148.80	1,186.40	1,218.40	1,251.20	1,308.00	1,401.60
FSA E9 (IIIB)	Hourly	12.20	12.52	14.11	14.36	14.83	15.23	15.64	16.35	17.52
SAI OFF 9										
706	Annual	$ 26,392.32	$ 27,081.36	$ 30,443.04	-	$ 32,029.92	-	$ 33,512.40	$ 35,767.44	$ 38,795.04
CMUO E10	Month	2,199.36	2,256.78	2,536.92	-	2,669.16	-	2,792.70	2,980.62	3,232.92
RUO E10 (IVB)	Bi-weekly	1,011.20	1,037.60	1,166.40	-	1,227.20	-	1,284.00	1,370.40	1,486.40
SAI OFF E10	Hourly	12.64	12.97	14.58	-	15.34	-	16.05	17.13	18.58
708	Annual	$ 26,622.00	-	$ 30,693.60	-	$ 32,656.32	-	$ 34,535.52	$ 37,249.92	$ 40,736.88
CMA 10 (IV)	Month	2,218.50	-	2,557.80	-	2,721.36	-	2,877.96	3,104.16	3,394.74
CRR E10 (IVB)	Bi-weekly	1,020.00	-	1,176.00	-	1,251.20	-	1,323.20	1,427.20	1,560.80
CSR E10 (IVB)	Hourly	12.75	-	14.70	-	15.64	-	16.54	17.84	19.51

APPENDIX I -3

(Article 27)

COLLECTIVELY BARGAINED SECURITY UNIT SALARY SCHEDULE OCTOBER 1, 1998

PAY RANGE NUMBER/CLASS		BASE	End of 6 Months	End of 1 Year	End of 18 Months	End of 2 Years	End of 30 Months	End of 3 Years	End of 4 Years	End of 5 Years
701	Annual	$ 25,327.44	$ 26,037.36	$ 29,378.16	$ 29,816.64	$ 30,881.52	$ 31,361.76	$ 32,259.60	$ 34,243.20	$ 36,101.52
CO 8 (IIB)	Month	2,110.62	2,169.78	2,448.18	2,484.72	2,573.46	2,613.48	2,688.30	2,853.60	3,008.46
CMA 8 (II)	Bi-weekly	970.40	997.60	1,125.60	1,142.40	1,183.20	1,201.60	1,236.00	1,312.00	1,383.20
FSA 8 (II)	Hourly	12.13	12.47	14.07	14.28	14.79	15.02	15.45	16.40	17.29
703	Annual	$ 26,246.16	$ 26,935.20	$ 30,338.64	$ 30,881.52	$ 31,883.76	$ 32,760.72	$ 33,637.68	$ 35,161.92	$ 37,688.40
CO E9 (III)	Month	2,187.18	2,244.60	2,528.22	2,573.46	2,656.98	2,730.06	2,803.14	2,930.16	3,140.70
CMA E9 (IIIB)	Bi-weekly	1,005.60	1,032.00	1,162.40	1,183.20	1,221.60	1,255.20	1,288.80	1,347.20	1,444.00
FSA E9 (IIIB)	Hourly	12.57	12.90	14.53	14.79	15.27	15.69	16.11	16.84	18.05
SAI OFF 9										
706	Annual	$ 27,185.76	$ 27,895.68	$ 31,361.76	-	$ 32,990.40	-	$ 34,514.64	$ 36,832.32	$ 39,964.32
CMUO E10	Month	2,265.48	2,324.64	2,613.48	-	2,749.20	-	2,876.22	3,069.36	3,330.36
RUO E10 (IVB)	Bi-weekly	1,041.60	1,068.80	1,201.60	-	1,264.00	-	1,322.40	1,411.20	1,531.20
SAI OFF E10	Hourly	13.02	13.36	15.02	-	15.80	-	16.53	17.64	19.14
708	Annual	$ 27,415.44	-	$ 31,612.32	-	$ 33,637.68	-	$ 35,579.52	$ 38,377.44	$ 41,968.80
CMA 10 (IV)	Month	2,284.62	-	2,634.36	-	2,803.14	-	2,964.96	3,198.12	3,497.40
CRR E10 (IVB)	Bi-weekly	1,050.40	-	1,211.20	-	1,288.80	-	1,363.20	1,470.40	1,608.00
CSR E10 (IVB)	Hourly	13.13	-	15.14	-	16.11	-	17.04	18.38	20.10

APPENDIX J
(Article 32. Section A)
TRAVEL RATES EFFECTIVE 10/1/95

SCHEDULE OF TRAVEL RATES EFFECTIVE OCTOBER 1, 1995

IN-STATE	**MAXIMUM**		
Meals and Lodging			
Lodging (Actual supported by receipts)	$45.00	(Plus taxes)	
Breakfast	5.75		
Lunch	7.25		
Dinner	14.50		
Per-Diem			
Per Diem	$59.25		
Lodging	31.75		
Breakfast	5.75		
Lunch	7.25		
Dinner	14.50		
Group Meetings			
Lodging (Actual supported by receipts)	$45.00	(Plus taxes)	
Breakfast	5.75		
Lunch	10.25		
Dinner	14.50		
OUT-OF-STATE			**Baltimore Los Angeles Chicago, Boston New York Wash. D.C.**
Meals and Lodging			
Lodging (Actual supported by receipts)	$68.00	(Plus taxes)	**$81.50**
Breakfast	5.75		**6.50**
Lunch	8.75		**9.50**
Dinner	15.75		**18.75**
Per-Diem			
Per Diem	$69.50		
Lodging	39.25		
Breakfast	5.75		
Lunch	8.75		
Dinner	15.75		
Meals on Trains			
Breakfast	Applicable		
Lunch	In-State or		
Dinner	Out-of-State		
Sleeping Car Accommodations	Schedule		
TIPS			
For each occupancy (not day) in a hotel, or motel where porter service is regularly provided	$4.50		
MILEAGE RATES - PRIVATE CAR			
Approved private car use ("In lieu" rate +$.06)	$0.30/mile		
Employee authorized & electing to drive private car in lieu of available State car (Motor Transport midsize car rate)*	$0.24/mile		

* Rate subject to adjustment each October 1st by Motor Transport Division.

APPENDIX K
(Article 27. Section A)
LONGEVITY COMPENSATION PLAN, SCHEDULE OF PAYMENTS

LONGEVITY COMPENSATION PLAN
SCHEDULE OF PAYMENTS

YEARS OF SERVICE	EQUIVALENT HOURS OF SERVICE[1]	ANNUAL PAYMENT
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+	$1,040

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

APPENDIX L

(Article 8. Section A)

JURISDICTIONAL AREAS

I. STEWARDS

Department of Corrections:

Facilities: One (1) Steward per shift at each Facility, except as provided below in the following Facilities:

SPSM: One (1) Steward per shift per Work Location; One (1) additional Steward at a Work Location which exceeds 125 employees in the Bargaining Unit; One (1) CMA Steward per shift at the Duane Waters Hospital.

Marquette: One (1) Steward per shift for all of Marquette except for the Dorm/Farm Complex; One (1) Steward per shift for the Dorm/Farm Complex.

Michigan Reformatory: Two Stewards per shift on the 2-10 shift and the 6-2 shift; One (1) Steward on the 10-6 shift.

Centers: One (1) Steward per Community Correction Center if staffed with unit employees. Additional Stewards, not to exceed one per shift, may be authorized in secondary negotiations.

Camps: One (1) Steward per Camp and one (1) Steward at Cassidy Lake Technical School. Additional Stewards, not to exceed one per shift, may be authorized in secondary negotiations.

Department of Mental Health:

Facilities: One (1) Steward per shift at each Facility.

II. CHIEF STEWARDS

Department of Corrections:

Facilities: One (1) Chief Steward per Facility, except as provided below in the following Facilities:

SPSM: One (1) Chief Steward per Work Location

Marquette: One (1) Chief Steward for all of Marquette except for the Dorm/Farm Complex; One (1) Chief Steward for the Dorm/Farm Complex.

Centers: One (1) Chief Steward for each of the three Regions.

Camps: One (1) Chief Steward for each of the three Regions.

Department of Mental Health:

Facilities: One (1) Chief Steward at each Facility.

APPENDIX M

(Article 15. Section C. 2. a.)

DEPARTMENT OF CORRECTIONS BID POSITIONS

[This Appendix reserved for listing bid positions in the Department of Corrections, which are to be determined through secondary negotiations. Such negotiations have not been concluded at the time this Agreement was printed.]

APPENDIX N

(Article 15. Section C. 2. b.)

DEPARTMENT OF COMMUNITY HEALTH BID POSITIONS

[This Appendix reserved for listing bid positions in the Department of Community Health (ne: Mental Health), which are to be determined through secondary negotiations. Such negotiations have not been concluded at the time this Agreement was printed.]

APPENDIX O

SEIU COALITION

CAFETERIA BENEFITS PLAN

During 1992 negotiations between the State of Michigan and the SEIU Coalition members, the parties agreed that a Cafeteria Benefits Plan will be implemented for all SEIU Coalition bargaining unit members beginning FY94. The Cafeteria Benefits Plan shall be offered to all bargaining unit members during the annual enrollment process conducted during the summer of 1993 and shall be effective the first full pay period in FY94 or as soon thereafter as administratively possible.

The Cafeteria Benefits Plan will consist of the group insurance programs and options available to SEIU Coalition bargaining unit members during FY93 with three exceptions: (1) Financial incentives will be paid to employees selecting HMO or a new Catastrophic Health Plan rather than Standard Health Plan coverage; (2) A financial incentive will be paid to employees selecting a new Preventive Dental coverage rather than the Standard State Dental Plan; and (3) Employees will have a new option available under life insurance coverage (one times salary or $50,000 rather than two times salary). Premium splits in effect during FY93 will continue during FY94, FY95 and FY96.

The parties discussed the manner in which employees will make individual benefit selections under the Cafeteria Benefits Plan and agreed to use a form patterned after the attached "sample" SEIU Enrollment Form to communicate: The benefits credits given to each employee; any current individualized enrollment information on file with the Employer; and the benefit selections available including costs or pricetags. Changes in benefit selections made by employees may be made each year during the annual enrollment process or when there is a change in family status as defined by the IRS.

During FY94, financial incentives to be paid are: $125 to employees selecting HMO coverage; $1,300 to employees selecting Catastrophic Health Plan coverage; and $100 to employees selecting the Preventive Dental Plan. Incentives are paid each year and are the same regardless of the employee's category of coverage. For example, the employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FY94 will receive $1,300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan. Incentives to be paid during FY95 and FY96 will be determined in conjunction with the annual rate setting process administered by the Department of Civil Service and the State Personnel Director. 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 paid under the Cafeteria Benefits Plan to employees electing HMO, Catastrophic Health or Preventive Dental Plan coverage will be paid biweekly.

As discussed by the parties, incentives can be taken in "cash" on an after tax basis or directed on a pre-tax basis into the Flexible Spending Accounts or Deferred Compensation Plans. Similarly, any additional amounts received as the result of selecting less expensive life insurance coverage will be paid biweekly.

The parties agree to meet as soon as possible following approval of the Agreement by the Civil Service Commission to begin planning the joint promotion and communication of the Cafeteria Benefits Plan within the SEIU Coalition.

APPENDIX P
John Sura 10/1/93 Letter to Fred Parks
RE: TUITION REIMBURSEMENT

State of Michigan

John Engler, *Governor*

Department of Corrections

Grandview Plaza
P. O. Box 30003
Lansing, Michigan 48909
Kenneth L. McGinnis, *Director*

Earl F. DeMarse Corr. Academy
Main Building
715 West Willow
Lansing, MI 48913

1 Oct 93

Mr. Fred Parks
Michigan Corrections Organization
401 S. Washington Square
Lansing, MI 48933

Dear Mr. Parks:

Please allow this letter to establish the procedure for MCO represented staff to apply for tuition reimbursement from the department, in accordance with Article 37 of the 1994 MCO contract. It is understood that officers applying for partial tuition reimbursement will be status employees of the Department at the time reimbursement is requested, that they are not receiving any other tuition payments, grants or stipends, and that the course for which reimbursement is requested is job-related or is part of a degree program. Reimbursement will be approved only for courses completed after October 1, 1993. Following are the steps which an officer must complete to be considered for reimbursement of tuition:

1. After completing a course from an accredited college or university, the officer completes sections I and IV of form CAH-703, Partial Tuition Refund Application.

2. The officer mails the form to the DeMarse Training Academy with the following:

   a. a certified copy of his/her transcript or

      original report card indicating a passing grade of at least 2.0.

   b. the original receipt verifying tuition payment.

3. If approved, the form will be forwarded to the Finance Section for processing for payment.

4. The officer will receive the pink copy of form CAH-703 in the mail, indicating the disposition of the tuition reimbursement request (approved/denied).

Applications will be processed in the order received. No funds will be encumbered in anticipation of completion of a course. Refunds are limited to 50% of the cost, not to exceed $250, of one course per term or semester for any one employee. Reimbursement shall apply only to tuition and shall not apply to such items as lab fees, miscellaneous fees, books or supplies. The number of approvals during any fiscal year will be contingent upon availability of funds.

Please contact me if you have questions about this procedure.

Sincerely,

John P. Sura, Manager
Training Division

cc: Deputy Director Jabe
Alvin Whitfield
David Viele

APPENDIX P
John Sura 10/1/93 Letter to Fred Parks
Re: Tuition Reimbursement
Page 3. (Application Form)

MICHIGAN DEPARTMENT OF CORRECTIONS
PARTIAL TUITION REFUND APPLICATION

CAH-703 5/84

SECTION I			NUMBER
NAME (Last) (First) (Middle Initial)			SOCIAL SECURITY NUMBER
CIVIL SERVICE CLASSIFICATION	WORK LOCATION		WORK TELEPHONE
HOME ADDRESS (Where Refund will be Sent) Street Address:		City: State:	Zip Code:
LENGTH OF EMPLOYMENT WITH DEPT. OF CORRECTIONS Years: Months:		ARE YOU RECEIVING ANY FINANCIAL AID OTHER THAN A LOAN? Yes: No:	
COURSE TITLE AND NUMBER		SCHOOL CONDUCTING THE COURSE	
TUITION COST No. of Credit Hours of Course:	Cost per Credit Hour: $		Total Cost: $
WHEN IS COURSE SCHEDULED? Day(s) of Week: Time:		COURSE STARTING & ENDING DATES Starting:	Ending:
EXPLAIN WHY THIS COURSE IS JOB RELATED:			
EMPLOYEE SIGNATURE			DATE

SECTION II PERSONNEL OFFICER

_____ APPROVED DATE APPLICATION RECEIVED _____

_____ DISAPPROVED REASON _____

PERSONNEL OFFICER DATE

SECTION III FOR THE TRAINING DIVISION:

_____ APPROVED

_____ DISAPPROVED REASON _____

APPLICATION TENTATIVELY APPROVED FOR REFUND OF $ _____

DEPARTMENT TRAINING ADMINISTRATOR DATE

SECTION IV EMPLOYEE CERTIFICATION

I CERTIFY THAT THE AMOUNT OF $ _____ REPRESENTS THE TOTAL AMOUNT PAID BY ME FOR TUITION ONLY FOR THE ABOVE COURSE.

EMPLOYEE DATE

SECTION V APPROVAL FOR PAYMENT:

APPROPRIATE EVIDENCE OF COURSE COMPLETION AND CASH RECEIPT HAVE BEEN RECEIVED AND REFUND IS APPROVED FOR PAYMENT.

TRAINING ADMINISTRATOR DATE

SECTION VI ACCOUNTING DATA:

Account Number	Cost Center	Object Code	Amount	Encumbrance Ref. No.	Liquidation Amount

COPY DISTRIBUTION: WHITE & GREEN — FINANCE, YELLOW — TRAINING, GOLDENROD — PERSONNEL, PINK — EMPLOYEE.

SECURITY UNIT

LETTER OF INTENT #1

Article 9
Grievance Procedure

The parties recognize and affirm that the premise upon which the Security Unit contractual grievance procedure is predicated is the mutual good faith and commitment by both the Union and the Employer to determine, process, discuss, answer and, as appropriate, adjust and resolve all grievances promptly and within the parties' scope of authority. Implicit in this affirmation is the mutual duty of representatives of the Union and the Employer to make a sincere and determined effort to settle meritorious grievances, and to keep the grievance procedure free from non-meritorious grievances.

It is understood that officials designated respectively by the Union and the Employer to represent them at the various steps of the grievance procedure shall have the full authority to adjust grievances in accordance with the terms of the approved collective bargaining contract, and will be held accountable for exercising such authority in good faith. It is also understood that contractual grievance settlements and decisions entered at advanced steps in the grievance procedure will be implemented by the agency and Union officials involved in a prompt and thorough manner, and within the scope of authority delegated to them.

FOR THE OFFICE OF THE
STATE EMPLOYER

/s/
William C. Whitbeck
Director

FOR THE MICHIGAN
CORRECTIONS ORGANIZATION

/s/
Fred R. Parks
Executive Director

(September 1991)

SECURITY UNIT

LETTER OF INTENT #2

Practices Regarding Leave for Shortened Non-Duty Time

During the negotiations in 1995 leading up to this agreement, the parties discussed situations in which an employee is sometimes required to work more than sixteen consecutive hours in a workday due to "work-in-progress", even though the employee is scheduled for a regular duty shift the following workday. The effect is that, if the employee reports for work at the regularly scheduled starting time on the upcoming shift, the employee will have less than eight hours of non-duty time between the end of the "work-in-progress" and the next shift; as a result, the employee may not be as alert on the new shift as both the Employer and the Union would prefer.

It was noted by both the Employer and the Union that at some work locations, the current practice with respect to this circumstance is to grant the employee administrative leave from the beginning of the upcoming shift, so that the employee is off-duty for eight hours before resuming work on the next scheduled shift. The parties were not able to determine at which work locations this practice existed. However, this practice shall continue at those work locations where it is the current practice unless altered through secondary negotiations.

Where such a practice of permitting the employee administrative leave from the upcoming shift does not currently exist, if the employee is required to work over sixteen consecutive hours in the workday due to "work-in-progress", the employee may request and, if so, shall be allowed to be absent from the beginning of the next scheduled shift, so that the employee is off work for eight hours before returning to duty. The employee shall be allowed, at the employee's option, to use available annual, compensatory, or personal leave credits for the period of such absence.

FOR THE OFFICE OF THE STATE EMPLOYER	FOR THE MICHIGAN CORRECTIONS ORGANIZATION
/S/ James B. Spellicy	/S/ Fred R. Parks
Date 11/14/95	Date 11/14/95

SECURITY UNIT

LETTER OF INTENT #3

Contract Clarification on Incidental Annual Leave
(Department of Corrections)

The following is an understanding with MCO regarding the use of incidental annual leave and compensatory time.

1. The vacation book will be passed according to local written agreements and Article 28 of the MCO contract.

2. After the vacation book has been passed, any remaining slots shall be made available for incidental annual leave use.

3. Incidental annual leave shall be awarded on a first-requested, first-granted basis, or in accordance with local written agreements, even if allowing that employee off would result in the use of overtime.

4. Employees need not report to work in the situations described above.

5. Agreements may be reached locally to allow staff reporting to shift above those required by the daily shift requirements to utilize appropriate leave credits as staffing needs permit. Employees may be required to report for work to ensure adequate staffing before compensatory time or annual leave is granted for a "surplus" of staff.

The clear intent is to provide sufficient opportunities for employees to utilize all the annual leave and compensatory time earned during the year.

/s/_____
James Spellicy
Office of the State Employer

/s/_____
Fred Parks
MCO

/s/_____
Janine Winters
Office of the State Employer

/s/_____
Marsha Foresman
Department of Corrections

(10/31/95)

SECURITY UNIT

LETTER OF INTENT #4

Article 28, Section G.
Paid Annual Leave (Department of Corrections)

The parties hereby agree that the annual leave formula shall be recalculated in the event a unit or subdivision is added or deleted; or the addition or deletion of employees would result in an increase or decrease of one or more employees to the annual leave formula.

The method of implementing the change in the annual leave formula shall be determined by the local union and management at the facility level. The local parties shall implement this Letter of Intent within two pay periods after the formula has been determined to have changed. Should the local parties fail to reach an agreement, the method shall be determined by the Department and the Michigan Corrections Organization.

FOR THE UNION

/s/_____
Fred R. Parks
Executive Director
Date: May 4, 1992

FOR THE OFFICE OF THE STATE EMPLOYER

/s/_____
William C. Whitbeck
Director
Date: 5/5/92

/s/_____
James B. Spellicy
Contract Administrator
Date: 5/5/92

SECURITY UNIT
LETTER OF INTENT #5

Article 27., Section H.
One-Time Cash Payments

The parties hereby agree that the following principles governing eligibility and payment will be followed in implementing the above-captioned contractual provisions.

Eligibility: All bargaining unit employees, regardless of employment type or work schedule, will be eligible for the lump-sum payment (full or pro-rated based on the ratio of hours in pay status in FY94 divided by 1040) in April 1994 if, on March 26, 1994, the employee meets one (or more) of the following tests:

1. Working (receiving a pay warrant for the pay period ending March 26, 1994 or in active pay status during that pay period)

2. On an approved leave of absence (other than waived rights leave of absence)

3. On Workers' Compensation

4. On layoff

NOTE: The qualifying period for the payments will be as follows: April 1994--9/26/93 thru 3/26/94; October 1994--9/26/93 thru 9/24/94; October 1995--9/25/94 thru 9/23/95; October 1996--9/24/95 thru 9/21/96.

Payment:

1. Paid on April 21, 1994 if "working" (as defined in #1. above) or on workers' compensation if hours in pay status have been accrued; if not "working" or on workers' compensation, paid in first pay warrant thereafter in FY94 or FY95.

2. All payments are separate warrants and all April 21, 1994 payments are generated by the payroll system. All other payments are paid by Gross Pay Adjustments initiated by the employing department.

Subsequent Payments:

These provisions shall also apply with respect to the payments made in October 1994, October 1995 and October 1996, except that the proration shall be based upon the ratio of hours in pay status in the qualifying period divided by 2080 hours, and the qualifying date in 1994, 1995 and 1996 shall be October 2nd.

FOR THE UNION
/s/_____ 3/17/94
Fred R. Parks (Date)
Executive Director
Michigan Corrections Organization

FOR THE EMPLOYER
/s/_____ 3/17/94
Sharon J. Rothwell (Date)
Director
Office of the State Employer

SECURITY UNIT

LETTER OF UNDERSTANDING #1

ARTICLE 5
UNION SECURITY

The parties acknowledged during negotiations leading to their Agreement which expires December 31, 1990 that Federal and Constitutional law regarding Union Security provisions are unsettled.

The parties also recognized that the State, as a governmental entity, has a duty to respect the constitutional rights of its employees and, therefore, the State reserves the right to suspend and/or cease enforcement of any contractual provision which, directly or implied, is rendered invalid by operation of law, but such provision shall be subject to the renegotiation provisions of Article 22, Section G., herein.

The parties also recognized that the Employer is not obligated to implement the provision of Article 5, Section E., unless the Union demonstrates or has demonstrated to the satisfaction of the State that the procedures used by the Union to administer its agency shop fee system do not impermissibly infringe upon or violate the non-member's rights under the first and fourteenth amendments of the U.S. Constitution.

FOR THE OFFICE OF THE STATE EMPLOYER	FOR THE MICHIGAN CORRECTIONS ORGANIZATION
S/	S/
James B. Spellicy Contract Administrator	Fred R. Parks Executive Director

(November 17, 1987)

SECURITY UNIT

LETTER OF UNDERSTANDING #2

ARTICLE 5
UNION SECURITY

In the course of negotiations leading up to the parties' 1985-87 contract provisions, the parties discussed the question of standards to be used in determining whether an employee's efforts to satisfy a membership dues or service fee arrearage are "reasonable".

After consulting the Civil Service procedure for recovery of over-payment (referenced in Article 22, Section A.) for consistency, we determined that the effort would be considered reasonable if it met or exceeded the larger of the following two standards:

1. The amount of the biweekly representation service fee in effect at the time the arrearage repayment plan is initiated; or

2. The biweekly amount of the payment plan, if followed, would result in the arrearage being satisfied within 26 biweekly pay periods following the date when the repayment plan was initiated.

FOR THE OFFICE OF THE STATE EMPLOYER	FOR THE MICHIGAN CORRECTIONS ORGANIZATION
S/	S/
John B. Bruff	Fred R. Parks
Director	Executive Director

SECURITY UNIT

LETTER OF UNDERSTANDING #3

ARTICLE 15
ISOLATED SINGLE-EMPLOYEE ASSIGNMENTS

This confirms that it is the joint intent and expectation of the Michigan Department of Corrections (MDOC), and the Michigan Corrections Organization (MCO), and the Office of the State Employer (OSE) that the safety of Security Unit employees will be given maximum attention and consideration as such employees are placed in assignments. Within the legislative appropriations available to MDOC, all reasonable efforts will continue to be undertaken to assure that Security Unit employees are not placed in assignments which appear to pose a higher-than-normal risk of inmate physical assault on the employee unless, through the exercise of his/her own due diligence and care, the Security Unit member would be within the general view and/or voice-range of another MDOC employee at virtually all times.

The standard for determining whether or not an assignment would pose a higher-than-normal risk of physical assault by an inmate may be developed and adopted by MCO and MDOC jointly, but in the absence of such mutually accepted standard, shall be whether past and/or present events and circumstances (such as previous physical assaults by inmates), and reasonable and informed inferences drawn therefrom, would suggest the unit member would be vulnerable to inmate assaults.

The MDOC and MCO will continue to work jointly and cooperatively to identify situations where Security Unit members are working in isolated single-employee assignments. Moreover, the MDOC and MCO will discuss (and attempt to reach agreement on) as many principles as possible concerning the criteria to be considered by the MDOC in determining when the Security Unit member, while working in general view and/or voice-range of another employee, should be furnished with other personal safety devices and measures.

The MDOC will continue to affirmatively seek legislative appropriations, through the established executive and legislative branch procedures, sufficient to fund staffing in current and additional MDOC positions which will minimize the occasions when Security Unit members are placed in higher than usual risk single-employee assignments.

FOR THE OFFICE OF THE STATE EMPLOYER

S/
James B. Spellicy
Contract Administrator
(November 13, 1987)

FOR THE MICHIGAN CORRECTIONS ORGANIZATION

S/
Fred R. Parks
Executive Director

SECURITY UNIT

LETTER OF UNDERSTANDING #4

ARTICLE 15
WORKING OUT OF CLASS -- FULL DAY ASSIGNMENTS

This confirms that it is the intent and expectation of the parties that working out of class assignments will be made for a full shift. Half or partial-shift assignments for the purpose of avoiding working out of class pay is not appropriate and violates the spirit of the parties' agreement.

However, the parties may reach agreements locally which recognize partial-shift out-of-class assignments for purposes of training and orientation in different assignments.

FOR THE OFFICE OF THE STATE EMPLOYER	FOR THE MICHIGAN CORRECTIONS ORGANIZATION
S/	S/
James B. Spellicy Contract Administrator	Fred R. Parks Executive Director

(November 13, 1987)

SECURITY UNIT

LETTER OF UNDERSTANDING #5

ARTICLE 28
PAID ANNUAL LEAVE

During the course of our negotiations leading to the 1985-87 Security Unit contract the parties discussed, but did not negotiate, the annual leave formula used throughout the Department of Corrections.

The State gave the following assurances regarding the calculation and usage of the formula in conjunction with the Article 28 agreement.

1. The average number of hours an employee credits to his/her compensatory time balance annually will be calculated and then added to the average annual leave earned in a year. This composite figure will then be treated for calculation purposes in the same manner as average annual leave accrual rate has been treated.

2. The application of the annual leave formula will be revised so that the number of persons released on annual leave will always be rounded up to the nearest ½ or whole number.

   For example, 2.1 will be rounded up to 2.5; 2.6 will be rounded up to 3.0 etc.

   The current practice regarding which periods would have 2.0 employees released, and which periods would have 3.0 employees released, when the figure is 2.5, will continue.

3. This revised annual leave calculation and usage procedure will be communicated to the Corrections Department institutions so that it can be used for passing the vacation books in November 1984.

In addition, we agreed that in January or February of 1985, the Department of Corrections, the Office of the State Employer, and the Michigan Corrections Organization will meet to review the effects of the above-described revisions, to identify any situations where the revised formula calculation and application does not permit adequate annual leave usage, and to attempt to correct those identified situations.

FOR THE OFFICE OF THE STATE EMPLOYER	FOR THE MICHIGAN CORRECTIONS ORGANIZATION
S/	S/
John B. Bruff	Fred R. Parks
Director	Executive Director

SECURITY UNIT

LETTER OF UNDERSTANDING #6

PREPAID LEGAL PLAN DEDUCTION

This records the parties' agreement to establish a voluntary individual payroll deduction privilege for members of the Security Unit for purposes of enrolling in an employee-pay-all prepaid legal plan. It is understood that such authorization for a payroll deduction is not a change in a rate of compensation, and that such deduction privilege may be initiated as soon as administratively practicable following approval by the Civil Service Commission. It is also understood that such entitlement shall be subject to the standard procedures and regulations of the DMB Office of Accounting (Administrative Manual 2-2-100) and the Department of Civil Service.

It is further understood that the selection of a provider to furnish such prepaid legal plan services, which shall be the third party recipient of such deductions, shall be subject to such terms and conditions as may attach to it by policies and regulations of the Civil Service Commission and directives of the Department of Management and Budget.

This Letter of Understanding is considered a condition of employment and, when approved by the Commission, a part of the parties' collective bargaining agreement.

FOR THE OFFICE OF THE STATE EMPLOYER

S/
James B. Spellicy
Contract Administrator

FOR THE MICHIGAN CORRECTIONS ORGANIZATION

S/
Fred R. Parks
Executive Director

(December 6, 1990)

SECURITY UNIT

LETTER OF UNDERSTANDING #7

IN SUPPORT OF NATIONAL HEALTH CARE REFORM

The Union and the Employer recognize that our nation's health care system has reached a state of crisis. Skyrocketing health care costs threaten the living standards of workers and the financial stability of state and local governments. Spending for publicly provided health care insurance, both for civil servants and the poor who rely on government for health care coverage, is the fastest growing component of state and local government budgets. The cost of providing health care insurance is rising as rapidly for the public sector as it is in the private sector.

In the past, the Union and the Employer have agreed to mutual efforts to control health care costs through various cost-containment initiatives. While the parties are committed to continuing these efforts, they now recognize that the problem cannot be solved through collective bargaining alone. Health care costs cannot be adequately controlled on a plan-by-plan, employer-by-employer, or even totally on a state-by-state basis. Rather, a new national framework for the health care system that works in true partnership with the states is required to solve the three related problems of cost, quality and access.

The parties agree to work jointly to achieve a national consensus for health care reform. National health care reforms should recognize the best of state initiatives, including statewide health care reforms that improve access, maximize delivery of cost-effective preventive care and that establish medical care payment programs designed to reduce overall medical costs. The parties recognize that cooperation between labor and management will increase their effectiveness in achieving changes in state and federal policy that both support.

At the national level, the parties agree to meet with Congress to begin work on approaches to achieve national health care reform that recognize the partnership role of states.

At the state level, the parties agree to the formation of a Joint Committee on Health Care Reform whose efforts will be guided by the following principles:

1. The interconnected problems of cost, quality, and access require comprehensive solutions involving states, the federal government and the private sector.

2. Immediate action to achieve a national consensus on comprehensive solutions is required, even though it may entail both short- and long-term initiatives.

3. Assuring all citizens access to affordable health care must have the highest priority. The financing of care should be shared fairly among all participants in the health care system. Health care financing must have a positive impact on international competition, preclude cost shifting among payers and assure basic care to individuals who do not have the ability to pay.

4. A comprehensive solution will require leadership from all levels of government and the private sector to establish a national framework for health care reform which will contain costs, assure quality, and extend access to affordable care for all citizens. The practice of shifting financial responsibility for health care costs from the federal government to states and localities must end, and a stable financing base must be assured.

5. Cost containment strategies at the state level must work together with national reforms. State level cost containment strategies may include all-payer reimbursement systems, global budgeting of capital, an expanded role for community-based care that emphasizes preventive health care, electronic billing systems, purchasing consortia for small businesses to reduce administrative costs and tort liability reform, including national practice standards and protocols.

6. The federal government must recognize the critical role of states and localities as administrators and innovators. The federal government can assist states in their efforts to test various reform alternatives and the parties agree to study such alternatives, including reducing paperwork burdens, simplifying waiver procedures for Medicaid, utilizing all-payer reimbursement systems and the utilization of cost-effective managed care.

7. Reform should build upon the strengths of the American economic system including plurality (e.g., the choice of competing delivery systems), competition, technical innovations, and a federal/state partnership.

FOR THE OFFICE OF THE STATE EMPLOYER

S/
William Whitbeck
Director

FOR THE MICHIGAN CORRECTIONS ORGANIZATION

S/
Fred R. Parks
Executive Director

SECURITY UNIT

LETTER OF UNDERSTANDING #8

COMMERCIAL DRIVER LICENSE

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

Whenever a CDL is referred to in this letter, it is understood to mean the CDL and any required endorsements.

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

1. The Employer will reimburse the cost of the required CDL Group License and Endorsements for those employees in positions where such license and endorsements are required.

2. The Employer will reimburse, on a one-time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test. Where a skills test is required, the employee will be permitted to utilize the appropriate state vehicle.

3. Employees shall be eligible for one grant of administrative leave to take the test to obtain or renew the CDL. Should the employee fail the test initially, the employee shall complete the necessary requirements on non-work time.

4. Employees reassigned to a position requiring a CDL shall be eligible for reimbursement and administrative leave in accordance with paragraphs 1, 2 and 3 above.

5. Employees desiring to transfer, promote, bump, or be recalled to a position requiring a CDL are not eligible for reimbursement or administrative leave for obtaining the initial CDL, but shall be eligible for reimbursement for renewal.

6. Employees who fail to obtain, or retain, a required CDL may be subject to removal from their positions. Employees who fail required tests may seek a 90-day extension of their current license, during which the Employer will retain the employee in their current, or equivalent position. The Employer shall not be responsible for any fees associated with such extensions. At the end of the 90-day extension, if the employee fails to pass all required tests, the employee may be reassigned at the Employer's discretion, in accordance with applicable contract provisions, to an available position for which the employee is qualified (but not requiring a CDL), or, if no position is available, the employee will be laid off without bumping rights and will be placed on the departmental recall list, subject to recall in accordance with the Agreement. Those employees not choosing to extend their license for the 90-day period will be removed from their positions at the expiration of their current license and may be reassigned at the Employer's discretion, in accordance with applicable contract provisions, to an available position not requiring a CDL for which the employee qualifies, or, if no position is available, they will be laid off without bumping rights and will be placed on the departmental recall list.

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

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

FOR THE OFFICE OF THE STATE EMPLOYER

S/
James B. Spellicy
Contract Administrator

FOR THE MICHIGAN CORRECTIONS ORGANIZATION

S/
Fred R. Parks
Executive Director

(April 11, 1990)

SECURITY UNIT

LETTER OF UNDERSTANDING #9

COMMITTEE ON POLITICAL EDUCATION

During the current negotiations, the parties acknowledged the Civil Service Commission's current policy prohibiting payroll deduction and remittance for the purpose of contributing, voluntarily or otherwise, to a committee on political action. Accordingly, the parties jointly agreed not to conduct negotiations over the subject at this time.

However, the parties also agreed that, in the event the Civil Service Commission Policy is amended to permit such payroll deduction and remittance, the parties will commence negotiations on the subject, upon the request of the Union, and subject to such limitations as the Civil Service Commission may establish.

FOR THE OFFICE OF THE STATE EMPLOYER	FOR THE MICHIGAN CORRECTIONS ORGANIZATION
S/	S/
James B. Spellicy	Fred R. Parks
Contract Administrator	Executive Director

(December 5,1989)

SECURITY UNIT

LETTER OF UNDERSTANDING #10

HEALTH CARE REFORM SUBCOMMITTEES

1. During the collective bargaining negotiations between the State of Michigan and the SEIU Coalition (Local 31-M, Michigan Corrections Organization, and Michigan Professional Employees Society) during 1992, the parties agreed to fund across the board pay increases in Fiscal Years 1993-94, 1994-95 and 1995-96 from implementing cost containment measures in the State's group insurance plans.

2. In the past the parties have agreed to mutual efforts to control health care costs through various cost-containment measures through the establishment of a Joint Committee on Health Care Reform.

3. The parties desire to draw on the expertise developed through their participation on that Committee in developing various cost containment measures to retard the rate of increase in the cost of the State's group insurance plans.

4. Therefore, the undersigned parties agree to establish subcommittees of the existing Joint Committee on Health Care Reform with labor and management members, assisted by staff of the Employee Benefits Division, Department of Civil Service. These subcommittees shall explore managed care, preferred provider systems, structural changes in the group insurance plans, and related matters as mutually agreed by the parties for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties.

S/
Victoria L. Cook
Local 31-M

S/
William C. Whitbeck
Office of the State Employer

S/
Fred R. Parks, Michigan
Corrections Organization

S/
Philip Thompson, Michigan
Professional Employees Society

SECURITY UNIT

LETTER OF UNDERSTANDING #11

ARTICLE 15. D
ASSIGNMENT, VACANCY AND TRANSFER

The parties hereby agree to provide for an exchange transfer of employees under the following conditions:

1. An employee seeking a transfer to another facility, camp, or corrections center has the responsibility to find an employee in their same classification willing to exchange positions. Such request for exchange shall be in writing.

2. The exchange transfer shall be subject to the approval or disapproval of the involved Warden(s) or Regional Administrator(s).

3. No reimbursement under the State Travel Regulations shall apply.

4. No other contractual provisions shall apply, since a vacancy does not exist.

FOR THE OFFICE OF THE STATE EMPLOYER

S/
William C. Whitbeck
Director

S/
James B. Spellicy
Contract Administrator

FOR THE MICHIGAN CORRECTIONS ORGANIZATION

S/
Fred R. Parks
Executive Director

(May 5, 1992)

SECURITY UNIT

LETTER OF UNDERSTANDING #12

ARTICLES 15 & 17
HURON VALLEY CENTER, DEPARTMENT OF MENTAL HEALTH

The parties have reached agreement on the following issues and intend for them to become the standard at Huron Valley Center:

1. The Agency shall divide their FSA staff into two divisions, Security and Nursing, which shall be permanent assignments. The Agency shall maintain separate overtime lists, vacation books, and holiday work schedules for each Division, and they shall be considered separate divisions for the purpose of contractual shift transfers.

2. FSA's in one division can request transfer to the other division. FSA's who work in the Nursing Division will have the opportunity to transfer to the Security Division by placing their name on a divisional transfer list. FSA's who work in the Security Division will have the opportunity to transfer to the Nursing Division by placing their name on a divisional transfer list. Vacancies will be filled within the Division before transfers across divisional lines will be honored. Names must be on the divisional transfer list for thirty days.

   A. Following the signing of this agreement, the agency agrees to fill the first Security Division vacancy from the divisional transfer list. Subsequently, a minimum of every other vacancy will be filled from this list.

   B. Selection from the divisional transfer list will be made by choosing one of the three highest bargaining unit seniority applicants.

3. Overtime provisions in the Security Unit Agreement will be followed except as noted in this Letter of Understanding.

   A. The Huron Valley Center will follow a policy of assigning overtime to Nursing Division FSA's when the vacancy created is by the unavailability of another Nursing Division FSA (such as for use of annual leave, sick leave, comp leave, or call-ins). This is not intended to require overtime when a scheduled FSA is absent.

B. All patient one-to-ones (1:1's) which require overtime will be assigned to Nursing FSA's, except for those 1:1's requiring medical or physical treatment, as determined by nursing supervision.

C. When additional Security or Nursing Division staff are required due to increased activity in admissions, transfers, or other areas, these assignments will be filled by FSA's from the appropriate division, unless there is a medical reason, as determined by supervision, to utilize non-bargaining unit personnel.

S/
Fred Parks
Michigan Corrections Organization

S/
Richard Warner
Department of Mental Health

S/
James B. Spellicy
Office of the State Employer

S/
Janine M. Winters, Director
Office of the State Employer

(March 29, 1996)

SECURITY UNIT

LETTER OF UNDERSTANDING #13

ARTICLE 16
HURON VALLEY CENTER, DEPARTMENT OF MENTAL HEALTH

The Huron Valley Center shall be allowed to maintain their current FSA scheduling practice which is a three pay period rotation. The Huron Valley Center shall be allowed to maintain its current FSA scheduling practice which contains a combination of weekend RDO's, midweek RDO's and split RDO's.

The parties acknowledge that Article 15, Section H addresses changes in RDO's for shift balance purposes, and Article 15, Section C.3.c addresses movement between RDO groups.

Due to the unprecedented use of split RDO's, this agreement shall remain in effect for one year following approval by the Civil Service Commission, at which time it will be reviewed and either modified or permanently adopted by mutual agreement of the parties.

S/
Fred Parks
Michigan Corrections Organization

S/
Richard Warner
Department of Mental Health

S/
James B. Spellicy
Office of the State Employer

S/
Janine M. Winters, Director
Office of the State Employer

(March 29, 1996)

SECURITY UNIT

LETTER OF UNDERSTANDING #14
ARTICLE 10, SECTION G. 2.

DEFINITION OF "CONVICTED"

During the negotiations in 1995 leading up to this agreement, the Employer proposed and withdrew a proposed definition of the term "convicted" for purposes of Article 10., Section G. 2. In withdrawing the proposed definition, the Employer indicated that the Employer reserved the right to take disciplinary action against an employee who is charged with a criminal offense who, through a plea arrangement, is neither convicted nor acquitted of the original or reduced criminal charges, based on the Employer's investigation and determination that the employee's conduct violated one or more work rules.

The parties also agreed that such disciplinary action, if taken by the Employer, is subject to the contractual grievance procedure. The parties agreed that the Employer's decision to withdraw such proposal, when agreement on its wording could not be reached, does not diminish the Employer's right to maintain and promulgate reasonable work rules pertaining to criminal conduct, and to take disciplinary action against an employee for just cause based on such reasonable work rules. The Union retains the right to grieve the reasonableness of a work rule.

FOR THE OFFICE OF THE STATE EMPLOYER	FOR THE MICHIGAN CORRECTIONS ORGANIZATION
/S/_____	/S/_____
Date:_____	Date:_____

SECURITY UNIT

LETTER OF UNDERSTANDING #15
ARTICLE 17., SECTION C.

MAXIMUM COMPENSATORY TIME HOURS ACCRUED AT EMPLOYEE'S DISCRETION

During the negotiations in 1995 leading up to the parties' 1996--1998 Agreement, the parties discussed the maximum number of compensatory time hours an employee may accrue in a fiscal year, as well as the number of accrued compensatory time hours that would be counted in the Department of Corrections annual leave formula. The parties reached agreement as provided in Article 17 of the collective bargaining agreement.

The parties also agreed that the Employer may elect to reopen negotiations over Article 17 under the conditions described below. In the event that negotiations are conducted, they shall be subject to the impasse resolution procedures of the Civil Service Commission. If an agreement is reached, or if a resolution is awarded through the impasse procedures, the changed provisions (if any) shall not take effect before October 1, 1997 and shall continue in effect through the end of the collective bargaining agreement, unless provided otherwise in the parties' agreement or the resolution provided through the impasse procedures.

(1) The Employer, through the Office of the State Employer, may seek to reopen negotiations over Article 17 by serving notice of such intent upon the Union during the period beginning March 2, 1997 and ending May 2, 1997.

(2) If the Employer seeks to reopen negotiations on Article 17, the Union shall itself have the right to reopen negotiations over a different contract article, which article does not involve levels or rates of compensation for bargaining unit employees, by serving notice of the article designated upon the Office of the State Employer no later than May 23, 1997.

(3) The Employer shall have the right to withdraw its notice of intent to reopen by serving notice of such withdrawal upon the Union no later than June 7, 1997.

(4) If the Employer fails to serve notice of intent to reopen Article 17 as provided above, or if the Employer withdraws its notice of intent during the period provided above, any and all duties to bargain over Article 17 and the article designated by the Union, if any is designated, shall terminate for each of the parties for the balance of the collective bargaining agreement. However, the duty to bargain over such article(s) for application in a successor agreement shall not be diminished.

(5) If such negotiations are commenced, they may be adjourned or terminated at a time and on terms which are mutually acceptable to the parties.

FOR THE OFFICE OF THE STATE EMPLOYER	FOR THE MICHIGAN CORRECTIONS ORGANIZATION
/s/_____	/s/_____
Date:_____	Date:_____

SECURITY UNIT

LETTER OF UNDERSTANDING #16

IMPLEMENTATION OF THE FEDERAL FAMILY AND MEDICAL LEAVE ACT

Except as otherwise provided by specific further agreement between the Michigan Corrections Organization and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "ACT") as may be amended and its implementing Regulations, as may be amended, which took effect for the Security Unit on April 6, 1995.

When an employee takes leave which meets the criteria of FMLA leave, the employee may request to designate the leave as FMLA leave or the Employer may designate such leave as FMLA leave. This applies when the employee requests an unpaid leave or is using applicable leave credits.

1. Employee Rights. Rights provided to employees under the terms of the collective bargaining agreement are not intended to be diminished by this Letter of Understanding. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.

2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the collective bargaining agreement.

3. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of twelve work weeks of FMLA leave during the twelve month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve month period begins the first time such leave is taken after completion of any twelve month period.

4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve work weeks during a twelve month period for one or more of the following reasons:

a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter ("parental leave");

b. Because of the placement of a son or daughter with the employee for adoption or foster care ("parental leave");

c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act ("family care leave");

d. Because of the employee's own serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee ("medical leave").

5. Information to the Employer. In accordance with the Act, the employee, or the employee's spokesperson if the employee is unable to do so personally, shall provide information for qualifying purposes to the Employer.

6. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U. S. Department of Labor has issued its final regulations implementing the Act effective April 6, 1995. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the Union and opportunity for the Union to meet to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law.

7. Complaints. Employee complaints alleging that the Employer has violated rights conferred upon the employee by the FMLA are not grievances under the collective bargaining agreement between the Union and the Employer. Any such complaints may be filed by an employee directly with the employee's Appointing Authority or to the U.S. Department of Labor. The Union may, but is not obligated to, assist the employee in resolving the employee's complaint with the employee's Appointing Authority. Complaints involving the application or interpretation of the FMLA or its Regulations shall not be subject to arbitration under the collective bargaining agreement.

8. Eligible Employee. For purposes of FMLA, Family Care Leave, an eligible employee is an employee who has been employed by the Employer for at least twelve months and has worked at least 1,250 hours in the previous twelve months. An employee's eligibility for a contractual leave of absence remains unaffected by this Letter of Understanding; however, such contractual leave of absence will count towards the employee's FMLA Leave entitlement after the employee has been employed by the Employer for at least 12 months, and has worked 1,250 hours during the previous twelve month period.

Where the term "employee" is used in this Letter of Understanding, it means, "eligible employee". For purposes of FMLA leave eligibility, "employed by the Employer" means "employed by the State of Michigan in the state classified service".

9. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled under the Act to a combined total of twelve work weeks of FMLA leave during a twelve month period.

10. General Provisions.

a. Time off from work for a qualifying purpose under the Act ("FMLA Leave") will count towards the employee's unpaid leave of absence guarantees as provided by the collective bargaining agreement. Time off for Family Care Leave will be as provided under the Act.

b. Employees may request and shall be allowed to use accrued annual or personal leave to substitute for any unpaid FMLA leave. Such use of accrued annual or personal leave to substitute for any unpaid FMLA leave shall not be counted as an "annual leave slot taken" in administering the Annual Leave Formula unless the employee had previously reserved the time in the vacation book.

c. The employee may request or the Employer may require the employee to use accrued sick leave to substitute for unpaid FMLA leave for the employee's own serious health condition or serious health condition of the employee's spouse, child, or parent.

d. The Employer may temporarily reassign the employee to an alternative position at the same classification and level in accordance with an applicable collective bargaining agreement provision when it is necessary to accommodate the employee's intermittent leave or reduced work schedule in accordance with the Act. Such temporary reassignment may occur when the intermittent leave or reduced work schedule is intended to last longer than a total of ten work days, whether consecutive or cumulative. Whenever possible, the Employer shall make reasonable efforts to reassign the employee within the employee's current work location. For purposes of Layoff and Recall, the employee shall be considered to be in the layoff unit applicable to the employee's permanent position. Upon completion of an FMLA leave, the employee shall be returned to the employee's original position as soon as practicable and in accordance with the Act.

e. Second or third medical opinions, at the Employer's expense, may be required from health care providers where the leave is designated as counting against an employee's FMLA leave entitlement, but only in accordance with the Act.

f. Return to work from an FMLA leave will be in accordance with the provisions of the Act and any applicable collective bargaining agreement.

11. Insurance Continuation. Health Plan benefits will continue in accordance with the Act provided, however, that contractually established health plan benefits shall not be diminished by this provision.

12. Medical Leave. Up to twelve work weeks of paid or unpaid medical leave during a twelve month period, granted pursuant to the collective bargaining agreement, may count towards an eligible employee's FMLA leave entitlement.

13. Annual Leave. When an employee requests to use annual or personal leave and it is determined, based on information provided to the Employer in accordance with the Act that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA Leave and it will be counted against the employee's 12 work weeks FMLA Leave entitlement if the time is either:

a. To substitute for an unpaid intermittent or reduced work schedule; or

b. When the absence from work is intended to be for five or more work days.

14. Sick Leave. An employee may request or the Employer may require the employee to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that employees exhaust sick leave before a personal medical leave of absence commences shall continue. In addition, an employee will be required to exhaust sick leave credits down to eighty (80) hours before a FMLA Family Care leave commences. If it is determined, based on information provided to the Employer in accordance with the Act that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's 12 work weeks FMLA leave entitlement if the time is either:

a. To substitute for an unpaid intermittent or reduced work schedule; or

b. When the absence from work is intended to be for five or more work days. Annual leave or personal leave used in lieu of sick leave may be likewise counted.

15. Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. An employee's entitlement to parental leave will expire and must conclude within twelve months after the birth, adoption, or foster care placement of a child. However, in accordance with the Act, an eligible employee is only entitled to up to a total of twelve work weeks of leave for foster care placement of a child. Up to twelve work weeks of leave will be counted towards the FMLA leave entitlement. An employee may request to substitute annual or personal leave for any portion of the unpaid parental leave. Intermittent or reduced work schedules may only be taken with the Employer's approval.

16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a light duty assignment in lieu of continuing on FMLA leave, the employee's right under the Act to be restored to the same or an equivalent position continues only until a total of twelve (12) weeks, including the time in the light duty job, has passed.

for Michigan Corrections Organization

Fred R. Parks (Date) 1/16/96
Executive Director
Michigan Corrections Organization

for Office of the State Employer

Janine M. Winters (Date) 1/16/96
Director
Office of the State Employer

SECURITY UNIT

LETTER OF UNDERSTANDING #17

IMPLEMENTING FEDERAL OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT & REGULATIONS

The parties acknowledge that the Omnibus Transportation Employee Testing Act of 1991 ("Act"), which became effective for the State of Michigan and its employees on January 1, 1995, requires that covered employees submit to testing for alcohol and controlled substances under the circumstances provided in the implementing regulations. The parties also acknowledge that the Employer is required to conduct alcohol and controlled substance testing of employees who occupy safety sensitive positions (as defined in the Act and implementing regulations) in accordance with the criteria and procedures provided in the Act and implementing regulations, and in all other respects comply with the Act and implementing regulations.

The Employer will furnish to MCO by January 30th of each year the names and work locations of bargaining unit employees who, on or about the beginning of that calendar year, are covered by the Omnibus Transportation Employee Testing Act, and the type(s) of vehicle(s) each employee may be required to drive.

The Employer will provide to the Union identification of the testing laboratory(ies), collection sites, and the contractor in charge of the overall testing procedure, and any other information necessary to reasonably assure the Union of the quality control features of the program. It is understood that the results of a post-accident alcohol test conducted by a local or state police agency may be used if the results are obtained by the employer.

The Union and the Office of the State Employer will meet at the request of either party to discuss concerns about the procedure, and to otherwise ensure compliance with the requirements of the Act and its implementing regulations.

The Employer agrees to inform the employee, at the time the employee is notified of selection for testing, of the basis for testing (pre-employment, post-accident, reasonable suspicion, random, return-to-duty or follow-up).

In the event the employee is directed to submit to reasonable suspicion testing for alcohol or controlled substances, the Employer shall provide to the employee documentation of the observations giving rise to the directive for testing. A preliminary reasonable suspicion determination made by a supervisor must be reviewed and approved by the departmental drug and alcohol testing coordinator or designee. Reasonable suspicion determinations must be documented within twenty-four (24) hours of observation, or before results of the required controlled substance test are released, whichever occurs first, and must be signed by the person who made the determination. A copy of the signed

documentation shall be provided to the employee when it becomes available. An employee may confer with an available union representative whenever the employee is directed to submit to a reasonable suspicion alcohol or controlled substance test, provided such contact will not unreasonably delay the testing procedure.

Alcohol testing will only be performed before, during or after an employee is performing safety sensitive functions. "Performing safety sensitive functions" means actually performing, ready to perform, or immediately available to perform a safety sensitive function. Controlled substance testing may occur at any time the employee is on duty.

An employee covered by the Act who is using or in possession of any controlled substance shall, prior to reporting for or remaining on duty time to perform safety sensitive functions, provide the Employer with a written statement from the prescribing physician reporting the physician's professional opinion of whether or not the prescribed medication which contains the controlled substance does or does not adversely affect the employee's ability to perform safety sensitive functions. If the Employer relieves the employee from the duty of performing safety sensitive functions on the basis of the information supplied by the employee and/or the employee's physician, at the Employer's discretion the employee may be placed on another assignment, if one is available for which the employee is qualified, or, if none is available for which the employee is qualified, the employee may be placed on leave until one becomes available, with the employee having the right to elect to charge the absence to accumulated leave credits for purposes of pay.

The Employer will not test for any substance not required under the Act, under the nominal authority of the Act, nor will the Employer keep records of non-tested or reported substances unless required by the Act.

Both the Employer and the Union will encourage employees to seek professional assistance whenever necessary. An employee who voluntarily discloses a problem with use of a controlled substance or alcohol abuse shall not be disciplined for such disclosure, provided the employee discloses the problem prior to being notified to take a random or reasonable suspicion test under the Act, i.e., (A) has not been notified to take a random test, (B) is not in the process of complying with post-accident testing, (C) is not notified to submit to reasonable suspicion testing, (D) is not undergoing pre-employment testing for re-placement into the pool, etc. The employee shall be referred to a substance abuse professional (SAP). Employee absences under these circumstances will be covered by available leave credits, or a medical leave of absence in accordance with Article 19, Section E. of this agreement.

SECURITY UNIT
LETTER OF UNDERSTANDING #17
Implementing Federal Omnibus Transportation Employee Testing Act & Regulations
(Continued, page 3 of 4)

The Union retains the right to challenge, under the contractual grievance procedure, any elements of the testing procedure or rule not required under the Act. Grievances alleging contract violations resulting from Employer policies, practices, procedures and/or decisions adopted to comply with the Act and implementing regulations may be initially filed at step 3 of the contractual grievance procedure. However, an arbitrator shall have authority to interpret the Act and its implementing regulations only to the extent necessary to determine whether the disputed Employer policies, practices, procedures and/or decisions are required by the Act or the implementing regulations.

for MICHIGAN CORRECTIONS ORGANIZATION

Fred R. Parks, Executive Director

Date 1/16/96

for OFFICE OF THE STATE EMPLOYER

Janine M. Winters, Director

Date 1/16/96

PHYSICIAN STATEMENT

DATE:_____

My patient, _____, is currently taking prescription medication which contains a controlled substance as defined by Schedules I through V in 21 U.S.C. 802 as Revised.

After review of the effects of this (these) medication(s) at the dosage and intervals prescribed and being informed by the patient of his/her work responsibilities related to the performance of any safety related functions, it is my professional opinion that the prescribed medication

DOES_____ DOES NOT_____ (Check Appropriate Response)

adversely affect my patient's ability to safely operate a commercial motor vehicle or perform other safety sensitive functions.

Signed by Prescribing Physician_____

Physician's Name Printed or Typed_____

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