

3366

12/31/98



**1996-1998
COLLECTIVE
BARGAINING
AGREEMENT**

between

Michigan Professional Employees Society

and

The State of Michigan



Michigan, State of

LABOR AND EMPLOYMENT
RELATIONS COMMISSION
Michigan State University



3366

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

COLLECTIVE BARGAINING AGREEMENT

between

**MICHIGAN PROFESSIONAL
EMPLOYEES SOCIETY**

and

THE STATE OF MICHIGAN

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION**
Michigan State University

PRINTED BY WOODS

Table of Contents

1			
2			
3	Article 1	PREAMBLE	1
4			
5	Article 2	PURPOSE AND INTENT	2
6			
7	Article 3	RECOGNITION	3
8			
9	Article 4	DUES DEDUCTION AND AGENCY SHOP	3
10		DUES DEDUCTION	3
11		AGENCY SHOP FEE DEDUCTION	4
12		COMPLIANCE PROCEDURE	4
13		REVOCATION	5
14		REMITTANCE AND ACCOUNTING	5
15		MAINTENANCE OF SOCIETY MEMBERSHIP	5
16		STUDENT ASSISTANTS	6
17			
18	Article 5	SECONDARY BARGAINING AND WORK RULES	6
19		SECONDARY BARGAINING	6
20		Secondary Negotiations Timetable	6
21		Continuation of Current Agreements	6
22		SECONDARY AGREEMENTS	6
23		Shift Assignments/Department of Community Health	7
24		Controlled Substance Testing/Department of State Police	7
25		Modified Work Schedules/Department of Community Health/PHA	7
26		Layoff and Bumping/Department of Natural Resources	7
27		Layoff and Bumping/Department of Environmental Quality	7
28		Layoff and Bumping/Department of Consumer & Industry Services	8
29		HEALTH AND SAFETY AGREEMENTS	8
30		WORK RULES	9
31		Safety Shoes	9
32		Safety Glasses	9
33		VIOLENCE IN THE WORKPLACE	10
34			
35	Article 6	LABOR-MANAGEMENT CONFERENCES	10
36			
37	Article 7	DISCIPLINARY PROCEDURE AND	
38		PERSONNEL FILES	11
39			
40	Article 8	EMPLOYEE COUNSELING	14
41		INFORMAL COUNSELING	14
42		FORMAL COUNSELING	14
43			
44	Article 9	GRIEVANCE PROCEDURE	14
45		STEP ONE: IMMEDIATE SUPERVISOR	15
46		STEP TWO: MANAGEMENT OFFICIAL	15
47		Grievance Step Two Management Official Designations	15
48		STEP THREE: DEPARTMENT/AGENCY PERSONNEL OFFICE	16
49		STEP FOUR: ARBITRATION	16
50		EXCLUSIVE PROCEDURE	18
51		PROHIBITION OF "SELF-HELP"	18
52		GRIEVANCE PREPARATION TIME	18
53		GRIEVANCE COMMITTEE LEAVE BANK	18

1	Article 9	GRIEVANCE PROCEDURE <i>continued</i> . . .	
2		GRIEVANCE LEAVE TIME	18
3		GRIEVANCE REPRESENTATION	18
4			
5	Article 10	UNION RIGHTS	19
6		INTRA-AGENCY MAIL	19
7		BULLETIN BOARDS	19
8		USE OF STATE BUILDINGS	19
9		TIME OFF FOR UNION BUSINESS	20
10		ANNUAL LEAVE BUY-BACK	20
11		ADMINISTRATIVE LEAVE	20
12		SOCIETY INFORMATION PACKET	21
13		PRESENTATION	21
14		MIOSHA INSPECTION	21
15			
16	Article 11	SENIORITY	22
17		DEFINITION	22
18		ANNUAL LEAVE	22
19		MILITARY SERVICE TIME OR TIME IN EXCEPTED OR	
20		EXEMPTED POSITIONS	22
21		BREAK IN SERVICE	22
22		SENIORITY TIES	22
23		SENIORITY LISTS	22
24		PROBATIONARY EMPLOYEES	23
25		MDOT CIVIL ENGINEER & CONSTRUCTION TECH CO-OP	23
26		SUPERSENIORITY	23
27			
28	Article 12	LAYOFF AND RECALL	24
29		DEFINITION	24
30		LIMITED TERM EMPLOYEE	24
31		NOTICE TO SOCIETY	24
32		LIST TO SOCIETY	25
33		VOLUNTARY LAYOFFS	25
34		GENERAL LAYOFF PROVISIONS	25
35		Definition	25
36		Excluded Employees	25
37		Out of Line Seniority	26
38		LAYOFF AND BUMPING PROCEDURE	27
39		Definition of Least Senior	27
40		Notice to Employees	27
41		Departmental Layoff Units	27
42		General Conditions	28
43		Bumping Sequence by Department	29
44		Department of Agriculture	29
45		Department of Community Health	30
46		Department of Community Health/PHA	30
47		Department of Consumer & Industry Services	30
48		Department of Corrections	30
49		Department of Environmental Quality	30
50		Family Independence Agency	30
51		MSHDA	31
52		Department of Management and Budget	31
53		Department of Military Affairs	31

1		
2	Article 12 LAYOFF AND RECALL <i>continued</i> . . .	
3	Department of Natural Resources	31
4	Department of State	31
5	Department of State Police	32
6	Department of Transportation:	32
7	Department of Treasury	32
8	Recall Lists: Definitions	33
9	Construction of Lists	33
10	Primary Class	33
11	Secondary Class	33
12	Departmental Recall List	33
13	Statewide Recall List	33
14	Addition/Deletion	34
15	Recall from Layoff	34
16	Removal of Name From Recall Lists	34
17	Temporary Recall	35
18	Layoff and Recall Information to Society	35
19	Temporary Layoffs	35
20	Application	35
21	Seniority	36
22	Notice Requirements	36
23	Benefit Continuation During Layoff	36
24	Annual Leave	37
25		
26	Article 13 TRANSFER	37
27	DEFINITIONS	37
28	RIGHT OF ASSIGNMENT	37
29	TRANSFER	37
30		
31	Article 14 NON-DISCRIMINATION	39
32		
33	Article 15 EDUCATION AND PROFESSIONAL	
34	DEVELOPMENT	39
35	PURPOSE	39
36	APPLICATION	39
37	FUNDS	39
38	REQUIREMENTS AND PROCEDURES	39
39	EDUCATIONAL RELEASE TIME	40
40	CONFERENCE ATTENDANCE	41
41	PROFESSIONAL DEVELOPMENT FUND	41
42		
43	Article 16 PROFESSIONAL FEES AND SUBSCRIPTIONS	42
44		
45	Article 17 TRAVEL EXPENSE REIMBURSEMENT	43
46	TRAVEL EXPENSE REIMBURSEMENT	43
47	REIMBURSEMENT RATES	43
48	In-State Rates	43
49	Out-of-State Rates	44
50	Mileage Rates - Private Car	44
51	EXCEPTIONS	44
52	MDOT EMPLOYEES	45

1	Article 18	RELOCATION EXPENSE REIMBURSEMENT	45
2		INVOLUNTARY REASSIGNMENT	45
3		TEMPORARY TRAVEL EXPENSE	45
4		LEAVE TIME TO SECURE HOUSING	46
5		LEAVE TIME FOR MOVING	46
6		REQUIRED HOUSING	46
7		MOVING OF HOUSEHOLD GOODS	46
8		STORAGE OF HOUSEHOLD GOODS	47
9			
10	Article 19	HOURS OF WORK AND OVERTIME	48
11		BIWEEKLY WORK PERIOD	48
12		WORK DAY	48
13		WORK SHIFT	48
14		MEAL PERIODS	48
15		NO GUARANTEE OR LIMITATION	48
16		OVERTIME	48
17		Eligible Unit Members. (Cash Paid)	48
18		Ineligible Unit Members. (Compensatory Time)	49
19		Exception for Cash Payment to Ineligible Unit Members	49
20		ALTERNATE WORK SCHEDULES AND "FLEX-TIME" AGREEMENTS	50
21			
22	Article 20	PAID HOLIDAYS	51
23		DESIGNATED HOLIDAYS	51
24		OBSERVANCE	51
25		ELIGIBILITY	51
26		WORK ON A HOLIDAY	52
27			
28	Article 21	PAID ANNUAL LEAVE	52
29		INITIAL LEAVE	52
30		ACCRUAL	53
31		ADDITIONAL CREDIT	53
32		CREDITING	53
33		FINAL AVERAGE COMPENSATION	54
34		PERSONAL LEAVE DAY	54
35		ANNUAL LEAVE BANK DONATIONS	54
36		SCHOOL PARTICIPATION LEAVE	55
37			
38	Article 22	PAID SICK LEAVE	56
39		ALLOWANCE	56
40		UTILIZATION	56
41		DISABILITY PAYMENT	57
42		PAY FOR ACCUMULATED SICK LEAVE	
43		(EMPLOYEES INITIALLY HIRED BEFORE 10/1/80)	57
44		PROOF	58
45		RETURN TO SERVICE	58
46		TRANSFER	58
47			
48	Article 23	UNPAID LEAVE	58
49		ELIGIBILITY	58
50		REQUEST PROCEDURE	58
51		APPROVAL	58
52		EDUCATIONAL LEAVE OF ABSENCE	59
53		MEDICAL LEAVE OF ABSENCE	59

1	Article 23 UNPAID LEAVE <i>continued</i> . . .	
2	MILITARY LEAVE	59
3	WAIVED RIGHTS LEAVE OF ABSENCE	59
4	LAYOFF	60
5	MATERNITY/PATERNITY LEAVE	60
6	BENEFIT CONTINUATION	60
7	FAMILY AND MEDICAL LEAVE ACT IMPLEMENTATION	60
8	Employee Rights	60
9	Employer Rights	60
10	Computation of the "Twelve Month Period"	60
11	Qualifying Purpose	61
12	Department of Consumer and Industry Services	
13	Final Regulations and Court Decisions	61
14	Complaints	61
15	Eligible Employee	61
16	Twelve Work Weeks During a Twelve Month Period	62
17	General Provisions	62
18	Insurance Continuation	63
19	Medical Leave	63
20	Annual Leave	63
21	Sick Leave	63
22	Parental Leave	63
23		
24	Article 24 FRINGE BENEFITS AND INSURANCES	64
25	FLEXIBLE BENEFITS PLAN	65
26	GROUP BASIC AND MAJOR MEDICAL INSURANCE PLAN	65
27	Premium Splits	65
28	Co-Pay	65
29	Psychiatric Services	65
30	Deductibles for Major Medical	65
31	Stop Loss	65
32	Non-Par Provider	65
33	Room Coverage	66
34	Dependent Coverage Upon Unit Member's Death	66
35	Hearing Care Program	66
36	Health Maintenance Organizations (HMO)	66
37	PPOs and Other Managed Health Care Approaches	67
38	STATE HEALTH PLAN - PARTICIPATING PROVIDER INCENTIVE (PPI)	67
39	Waiver of Co-Pay and Deductible	67
40	Deductible/Basic Services	67
41	Deductible/Major Medical Services	67
42	PRESCRIPTION DRUGS	68
43	Prescription Drug/Participating Pharmacy	68
44	Prescription Drug/Mail Order	68
45	COST CONTAINMENT PLAN	68
46	Labor Management Committee	70
47	Wellness Plan	70
48	Health Risk Appraisal	70
49	PROSTATE SPECIFIC ANTIGEN (PSA) SCREENING	70
50	DENTAL PLANS	70
51	Group Dental Expense Plan	71
52	State Dental Plan/Preferred Provider Organization (PPO)	72
53	Midwestern Dental Maintenance Organization (DMO)	73

1	Article 24	FRINGE BENEFITS AND INSURANCES <i>continued</i> . . .	
2		VISION CARE PLAN	74
3		Vision Plan/Participating Provider	74
4		Vision Plan/Non-Participating Provider	74
5		LONG-TERM DISABILITY	75
6		LIFE INSURANCE	76
7		Member Benefits	76
8		Dependent Coverage	76
9		Dependent Coverage Options	76
10		Accidental Death	76
11		MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES PPO	76
12		Transition Period	77
13		Extension Period	79
14		Geographic Accessibility	79
15		Conflicts of Interest	79
16		Selection of Administrator	80
17		Termination of Participation	80
18		SMOKING CESSATION EXPENSE REIMBURSEMENT	81
19		Transdermal Patches	81
20		DUTY TO BARGAIN OVER CHANGES	81
21		COBRA	81
22		OPEN ENROLLMENT PERIODS	81
23		DUTY TO BARGAIN OVER CHANGES	81
24			
25	Article 25	COMPENSATION	82
26		RATES OF COMPENSATION	82
27		Base Wage Increase	82
28		Lump Sum Payment	82
29		LONGEVITY	82
30		Payments	82
31		Return to State Service	82
32		STANDBY PAY	83
33		CALL-BACK PAY	83
34		SHIFT DIFFERENTIAL	83
35		HEIGHTS AND TUNNELS PREMIUM	83
36		P-RATE	83
37		JURY AND WITNESS DUTY/FEEs	83
38		PHARMACIST INCREASE	84
39		TOXICOLOGIST INCREASE	84
40		LUMP SUM MATCH	85
41			
42	Article 26	COMPENSATION UNDER CONDITIONS OF	
43		GENERAL EMERGENCY	85
44		GENERAL EMERGENCY	85
45		ADMINISTRATIVE DETERMINATION	85
46		COMPENSATION IN SITUATION OF CLOSURE	85
47		COMPENSATION IN SITUATION OF INACCESSIBILITY	85
48		ADDITIONAL TIMEKEEPING PROCEDURES	85
49			
50	Article 27	DEFERRED COMPENSATION	86
51		DEFERRED COMPENSATION I	86
52		DEFERRED COMPENSATION II	86
53			

1	Article 28	FLEXIBLE COMPENSATION PLAN	86
2			
3	Article 29	WORKING OUT OF CLASS	86
4		ELIGIBILITY	87
5		COMPENSATION	87
6		LIMITATIONS	87
7		ASSIGNMENTS IN EXCESS OF SIXTY DAYS	88
8		DISPUTES	88
9		DISPUTE RESOLUTION	88
10			
11	Article 30	MANAGEMENT RIGHTS	88
12			
13	Article 31	NO STRIKE/NO LOCKOUT	90
14			
15	Article 32	SUB-CONTRACTING	90
16			
17	Article 33	INTEGRITY OF THE BARGAINING UNIT	91
18			
19	Article 34	JOINT LABOR-MANAGEMENT ACTIVITIES	91
20		DISABILITY MANAGEMENT	91
21		ELDER CARE	92
22			
23	Article 35	DURATION AND TERMINATION OF AGREEMENT .	92
24			
25	APPENDIX	See Listing on Page 93	
26			
27	INDEX		148
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			



Article 1**PREAMBLE**

- A. This Agreement, entered into this January 1, 1996 by and between the Office of the State Employer on behalf of the State of Michigan and its principal Departments and Agencies covered by this Agreement (hereinafter referred to as "Management," or "Employer") and the Michigan Professional Employees Society (hereinafter referred to as "MPES" or "Society"), shall be effective on the date that it has been ratified by the State Employer, MPES, and the Civil Service Commission. [Ratified by the Civil Service Commission on January 16, 1996.]
- B. All non-economic provisions contained in this Agreement will be effective according to their terms upon ratification. Economic provisions of this Agreement shall become effective on the date specified in the particular Article. No provisions of this Agreement shall apply retroactively unless so specified in the particular Article.
- C. As used throughout this Agreement, the term "day" shall mean the days of the week, Monday through Friday, exclusive of paid holidays.

Article 2**PURPOSE AND INTENT**

- A. It is the purpose of this Agreement to express the negotiated agreements of the parties with respect to the wages, hours and terms and conditions of employment of the unit members covered by this Agreement; to recognize the continuing responsibility of the State to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of differences between employees and the Employer. The parties recognize that, except as otherwise provided in this Agreement, they are subject to the rules and compensation plan of the Michigan Civil Service Commission which are in effect on the date of ratification of this Agreement. The parties therefore adopt and incorporate herein such rules and compensation plan provided that the subject matter of such rules and compensation plan is not covered in this Agreement but excluding Civil Service rules and regulations governing prohibited subjects of bargaining in effect on the date this provision is approved by the Civil Service Commission. Upon ratification by the Civil Service Commission, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting rules, regulations and interpretive letters of the Civil Service Commission and Department pertaining to wages, hours, and terms and conditions of employment but excluding Civil Service rules and regulations governing prohibited subjects of bargaining in effect on the date this provision is approved by the Civil Service Commission; and (2) conflicting

- 1 rules, regulations, practices, policies and agreements of or within
2 Departments/Agencies pertaining to terms and conditions of employment.
3
- 4 B. If, during its terms, the parties hereto should mutually agree to modify, amend
5 or alter the provisions of this Agreement, in any respect, any such changes
6 shall be effective only if reduced to writing and executed by the authorized
7 representatives of the Office of the State Employer and the MPES, and ratified
8 by the Civil Service Commission.
9
- 10 C. No individual unit member or group of unit members, acting without the specific
11 authorization of MPES, may alter, amend or modify any provisions hereof. No
12 individual Department or Agency of State Government, or group of such
13 Departments or Agencies, acting without the specific authorization of the State
14 Employer, may alter, amend, or otherwise modify any provision of this
15 Agreement.
16
- 17 D. The Employer agrees that, in accordance with the Civil Service Commission
18 Employee Relations Policy, terms and conditions of employment which are
19 mandatory topics of bargaining which are in effect on the effective date of this
20 Agreement will continue in effect throughout the life of this Agreement under
21 the conditions upon which they were previously granted, unless otherwise
22 provided for or abridged by this Agreement, or unless altered by mutual
23 agreement between the Office of the State Employer and the Society through
24 negotiations.
25
- 26 E. This Agreement, including its supplements and exhibits attached hereto (if any)
27 concludes all negotiations between the parties during the term hereof, and
28 satisfies the obligation of the Employer to bargain during the term of this
29 Agreement. The Society and the Employer acknowledge and agree that the
30 bargaining process, under which this Agreement has been negotiated, is the
31 exclusive process for affecting terms and conditions of employment at both
32 primary and secondary levels, and such terms and conditions shall not be
33 addressed under the conference procedure of the Employee Relations Policy
34 Rule and/or Regulations. The parties acknowledge that, during the negotiations
35 which preceded this Agreement, each had the unlimited right and opportunity
36 to make demands and proposals with respect to any negotiable subject or
37 matter, and that the understandings and agreements arrived at by the parties
38 after the exercise of that right and opportunity are set forth in this Agreement.
39 This Agreement, including its supplements and exhibits attached hereto,
40 concludes all collective bargaining between the parties hereto, and supersedes
41 all prior Agreements, and practices, oral and written, expressed or implied, and
42 expresses all obligations and restrictions imposed upon each of the respective
43 parties during its term, provided that Article 2, Section D, shall not be impaired.
44 All negotiable terms and conditions of employment not covered by this
45 Agreement shall not be impaired. Nothing shall preclude the parties from
46 meeting during the life of this Agreement and negotiating any mandatory topic
47 of bargaining or other mutually agreeable subject.
48
- 49 F. If any provision of this Agreement or application thereof is found to be unlawful
50 by a court of competent jurisdiction or by the Michigan Civil Service
51 Commission, then that provision shall be null and void, but all other provisions
52 shall remain in full force and effect. The parties agree in these cases to meet
53 and negotiate those provisions which have been declared null and void.

1
2
3
4 **Article 3**

5
6 **RECOGNITION**
7

- 8 A. The State recognizes MPES as the exclusive representative for all unit
9 members in the classifications contained in Appendix A. All supervisory,
10 confidential, managerial, and employees assigned to other Bargaining Units,
11 are specifically excluded from the Unit.
12
13 B. MPES agrees to fully and fairly represent all unit members included in the
14 Bargaining Unit without regard to membership or non-membership in, or the
15 participation or nonparticipation in the activities, of the Society.
16
17 C. Nothing in this Agreement shall preclude the Society from representing new
18 classifications which may be established and included in the Scientific and
19 Engineering Bargaining Unit by the Department of Civil Service. Nothing
20 contained herein shall operate to preclude a challenge to the continued
21 inclusion of existing classifications when a change in job assignments occurs.
22
23 D. Nothing in this Agreement shall preclude the parties from agreeing to add to
24 or otherwise amend the terms of Appendix A.
25
26
27

28 **Article 4**
29

30 **DUES DEDUCTION AND AGENCY SHOP**
31

- 32 A. For the duration of this Agreement, the provisions of this Article shall be
33 deemed valid to the extent permitted by the Michigan Civil Service Commission
34 Employee Relations Policy Rule.
35
36 B. Dues Deduction. Upon receipt of a unit member's completed and signed
37 Authorization for Payroll Deductions of Membership Dues form as provided by
38 the Society and subject to the provisions of paragraph C (1) below, the
39 Employer will deduct those dues required as a condition of maintaining
40 membership in the Society in good standing.
41
42 C. The authorization shall be effective only as to membership dues becoming due
43 after the delivery date of such authorization to the unit member's Appointing
44 Authority Personnel Office. New authorization cards must be submitted by the
45 9th day of any pay period for deduction to be made the following pay period.
46
47 1. Deduction will be made only when the unit member is due sufficient
48 biweekly earnings to cover the dues amount after deductions for Federal
49 Social Security (FICA); individually authorized deferred compensation;
50 Federal Income Tax; State Income Tax; local and/or city income tax;
51 other legally required deductions; individually authorized participation in
52 State programs; and enrolled unit member's share of insurance
53 premiums.

- 1 2. Membership dues shall be uniform in amount, and shall be as certified in
2 writing by the Society's Executive Director to the Employer.
- 3
- 4 D. No unit member shall be required as a condition of continued employment with
5 the State to join the Society.
- 6
- 7 E. Agency Shop Fee Deduction. Any unit member who voluntarily terminates
8 his/her membership in the Society, or a unit member who has not submitted
9 a valid dues deduction authorization form, or who does not produce proof of
10 Society membership shall, within sixty (60) days of the effective date of this
11 Agreement or effective date of membership termination, as a condition of
12 continuing employment, tender to MPES an Agency Shop Fee amount as
13 described below, but not to exceed regular biweekly dues uniformly assessed
14 against all members of the Society.
- 15
- 16 1. The Agency Shop Fee shall be the uniform membership dues reduced by
17 any fees, charges, and/or assessments involving contributions for any
18 political purposes whatsoever; and shall represent only the unit member's
19 proportionate share of the Society's costs for negotiating and
20 administering this Agreement.
- 21
- 22 2. The Agency Shop Fee obligation shall be fulfilled by the unit member
23 signing, dating, and submitting to the Employer an Authorization for
24 Agency Shop Payroll Deductions form as supplied by the Society.
- 25
- 26 3. The payment of dues and fees to the Society as a condition of continuing
27 employment shall not take effect until the Society notifies the Employer
28 of the amount of the Agency Shop Fee to be deducted.
- 29
- 30 F. Compliance Procedure. The Employer shall automatically deduct from an
31 employee's pay check and tender to the Society an Agency Shop Fee as
32 provided in Section E after the following:
- 33
- 34 1. After thirty (30) days from date of the employee's hire, the Society has
35 first notified the Employer in writing that the employee is subject to the
36 provisions of this Section and has elected not to become or remain a
37 member of the Society in good standing and/or to tender the required
38 service fee.
- 39
- 40 2. Within ten (10) work days from the date the Society so notifies the
41 Employer, the Employer shall:
42 a. Notify the employee of the provisions of this Agreement;
43 b. Obtain the employee's response; and
44 c. Notify the Society of the employee's response.
- 45
- 46
- 47 3. In the event the employee fails to become a member of the Society in
48 good standing, re-new membership or sign the "Authorization for
49 Deduction of Agency Shop Fee" card after the above, the Society may
50 request automatic deduction by notifying the Employer, with a copy to the
51 employee, certified mail, return receipt requested.
- 52
- 53 4. Upon receipt of such written notice, the Employer shall, within five (5)
54 week days, notify the employee, with a copy to the Society, that

- 1 beginning the next pay period it will commence deduction of the Agency
2 Shop Fee and tender same to the Society.
3
- 4 G. Revocation. Except as provided in paragraph M of this Article, nothing in this
5 Article shall prohibit a unit member from terminating any dues deduction
6 authorization. Such revocation shall not serve to waive the unit member's
7 obligation to the Society as specified in paragraph E of this Article.
8
- 9 H. Remittance and Accounting. Dues deducted for any biweekly pay period shall
10 be remitted to the Executive Director of the Society, with a list of the names of
11 unit members for whom the deduction has been made. Upon written request,
12 the Employer shall provide the Society a list of those unit members who have
13 active dues deduction authorizations on file.
14
- 15 I. The Employer will provide to the Society a monthly computer report listing by
16 department/agency and worksite containing the following information for each
17 employee in the Bargaining Unit: The employee's name, social security
18 number, street address, city, state, zip code, class number, class title, sex,
19 race, birthdate, hire date, department, agency, mail code, tku, union deduction
20 code, appointment code, county code, unit code and hourly rate. This list shall
21 be based on the active employee records during the first full pay period of the
22 calendar month. The parties agree that this provision is subject to any
23 prohibition imposed upon the Employer by courts of competent jurisdiction.
24
- 25 J. The Employer shall, upon written request of the Society, provide a computer
26 report listing unit members in the Bargaining Unit in alphabetical order by
27 Bargaining Unit, Department, Agency, and class which indicates which unit
28 members are on the Society Deduction and which unit members are paying an
29 Agency Shop Fee to the Society and which, if any, are not paying either.
30
- 31 K. Requests for information shall be made by the Society to the Office of the
32 State Employer. The Society will pay the full cost of all reports provided by the
33 State pursuant to this Agreement.
34
- 35 L. Except as required by the Employee Relations Policy Rule, the Employer
36 agrees and shall cause its designated agents not to illegally aid, promote, or
37 finance any other labor or employee organization which purports to represent
38 members of this Bargaining Unit, or make any agreements which undermine
39 the Society with any such group or organization. Nothing contained herein
40 shall be construed to prevent any representative of the Employer from meeting
41 with any professional or citizen organization for the purpose of hearing its
42 views, except that as to matters presented by such organizations which are
43 mandatory subjects of negotiations, any changes or modifications shall be
44 made only after negotiations with the Society.
45
- 46 M. Maintenance of Society Membership. All unit members covered by this
47 Agreement who have submitted a valid individual voluntary membership dues
48 deduction authorization form to the Employer and have not revoked such
49 authorization within twenty (20) days after the effective date of this Agreement
50 in accordance with the provisions of this Article, and who do not avail
51 themselves of the opportunity to terminate their authorization as provided in
52 this Article shall, as a condition of continuing employment, honor such
53 authorization until exercising their opportunity to terminate during the periods
54 provided for in this Article.

- 1
- 2 N. During negotiations the parties acknowledged that federal and Constitutional
- 3 law requirements regarding union security provisions are unsettled. The
- 4 parties understand and agree that the provisions set forth in Article 4 shall only
- 5 be applied in accordance with current law.
- 6
- 7 O. Student Assistants who possess a Bachelors Degree and are performing
- 8 MPES Bargaining Unit work will be assigned to the Scientific and Engineering
- 9 Bargaining Unit. They will be covered by all Articles of this Agreement except
- 10 Articles 11, 12, 13, 15, 18, 20 (pro-rated), 21, 22, 23, 24, 25 and 29.
- 11
- 12
- 13
- 14
- 15

Article 5

SECONDARY BARGAINING AND WORK RULES

A. SECONDARY BARGAINING

- 19
- 20 1. There will be no Secondary Negotiations, as defined by the Employee
- 21 Relations Policy Rule, on any issue unless specifically so delegated by
- 22 the express written terms of this Agreement.
- 23
- 24 2. In the event any Secondary Negotiations are authorized by the parties
- 25 any resulting agreements will take effect only upon ratifications by the
- 26 Society, the State Employer, and the Civil Service Commission.
- 27
- 28 3. Administrative leave for Secondary Negotiations shall be discussed at
- 29 the departmental level. Under no circumstances shall a department
- 30 which is not a party to the Secondary Negotiations be required to grant
- 31 administrative leave to a unit member representing the Society in
- 32 Secondary Negotiations.
- 33
- 34 4. Secondary Negotiations Timetable. The parties shall meet to negotiate
- 35 secondary agreements no later than ninety (90) calendar days after Civil
- 36 Service Commission approval of this Agreement. These negotiations
- 37 shall continue, with regular meetings as mutually agreed, for no longer
- 38 than ninety (90) calendar days and may include mediation as agreed to
- 39 by the parties or required by the Employee Relations Policy. Should the
- 40 parties fail to agree on items properly referred to Secondary
- 41 Negotiations, the outstanding items may be submitted to Impasse in a
- 42 manner similar to Section 6-9 of Employee Relations Policy.
- 43
- 44 5. Continuation of Current Agreements. Secondary Agreements in effect
- 45 on the effective date of this Agreement shall remain in effect until
- 46 December 31, 1998.
- 47

B. SECONDARY AGREEMENTS

- 48
- 49
- 50 1. DEPARTMENT OF COMMUNITY HEALTH (formerly Mental Health) -
- 51 SHIFT ASSIGNMENTS. The method of scheduling Bargaining Unit
- 52 employees to shifts other than the day shift on a permanent basis shall
- 53 be a proper subject for Secondary Negotiations. [See Appendix D]
- 54

2. DEPARTMENT OF STATE POLICE.

- a. Controlled Substance Testing. The parties recognize that controlled substance abuse by an employee may contribute to unsatisfactory job performance and may endanger the safety and well-being of other employees and members of the general public. The legislature has provided in Section 21 of Act No. 216 of the Public Acts of 1986 that:

"The Department of State Police shall develop a plan for a controlled substance testing program for all present and future department employees. The plan shall include guidelines which the department would follow if the department implemented such a program . . ."

Accordingly, safety sensitive positions in the Department of State Police are subject to the Department's controlled substance testing program. The Society and the Department of State Police will bargain in Secondary Negotiations over the identity of safety sensitive positions that would be subject to the Department's controlled substance testing program. In recognition of this Agreement, the normal work day for the unit members in the State Police Forensic laboratories includes a one half (1/2) hour paid lunch upon Civil Service Commission ratification of the Secondary Agreement. [See Appendix O]

- b. The parties agree that the following issues shall be subject to Secondary Negotiations in the Department of State Police:

- (1) Layoff and Recall
- (2) Respirator Training
- (3) Vehicle Assignment
- (4) Proficiency Testing
- (5) Paid Lunch Period Regarding
Less Than Full Work Day

3. Modified Work Schedules in Department of Community Health/Public Health Agency. [See Appendix B-3]

4. Department of Natural Resources Layoff and Bumping.
[See Appendix F]

5. Department of Environmental Quality Layoff and Bumping.
[See Appendix F]

6. Department of Consumer & Industry Services (formerly Commerce) Layoff and Bumping. The subject of Department Layoff and Bumping Sequence for Bargaining Unit Members in the Department of Consumer & Industry is a proper subject for Secondary Negotiations in accordance with this Article.

7. Health and Safety Agreements.

a. Department of Agriculture [See Appendix C]
The Parties Agree to continue the existing Health and Safety Agreement in the Department of Agriculture until December 31, 1998.

b. Department of Natural Resources
The parties agree that Health and Safety issues in the Department of Natural Resources shall be a proper subject for Secondary Negotiations.

The Department of Natural Resources will establish a DNR/MPES Health and Safety Committee comprised of three (3) DNR Bargaining Unit members plus one (1) MPES staff representative and no more than four (4) Management representatives. The Committee will meet to discuss issues and concerns of Scientific and Engineering Bargaining Unit members in the area of health and safety.

The Committee will meet at least once every three (3) months unless both DNR and the Society agree that fewer meetings would be sufficient to address Bargaining Unit concerns.

Society designated Bargaining Unit members will be authorized administrative leave for participation in the Committee.

c. Department of Community Health/Community Public Health Agency
The parties agree that Health and Safety issues in the Public Health Agency shall be a proper subject for Secondary Negotiations.

d. Department of State Police
The parties agree that Health and Safety issues in the Department of State Police shall be a proper subject for Secondary Negotiations.

e. Department of Environmental Quality
The parties agree that Health and Safety issues in the Department of Environmental Quality shall be a proper subject for Secondary Negotiations.

C. WORK RULES

Management reserves the right to establish and enforce work rules it deems necessary based on reasonable business necessity.

- 1 1. Any work rule which is inconsistent with the specific written terms of this
2 Agreement shall be null and void.
- 3
4 2. The Appointing Authority will provide copies of written work rules to the
5 Society as soon as practicable.
6
7 a. The Society shall be provided a copy of the proposed work rule ten
8 (10) days prior to its intended implementation date.
9
10 b. The Society shall be entitled to offer any comments or suggested
11 modification it desires to the rule prior to its implementation.
12
13 c. Provisions of paragraphs 1 and 2 of this Section shall not be
14 applicable during periods of emergency, provided, however, that the
15 Society shall be advised by the Employer of the reason for the
16 emergency.
17
- 18 3. Nothing in this Agreement shall operate to preclude any operating unit
19 of the Employer from establishing work rules, provided the provisions of
20 this Article have been observed.
21
- 22 4. Unit members are required to comply with all work rules.
23
- 24 5. Management reserves the right to amend or alter any work rule, and
25 agrees that prior to implementation of any such amendments, it will
26 implement the provisions of paragraph C.2. above.
27
- 28 6. Safety Shoes. When the Department requires that unit members wear
29 approved safety shoes, the Department will provide such approved
30 safety shoes in accordance with Departmental regulations. At the unit
31 member's option, if safety shoes are required, the Department shall
32 reimburse the unit members for the cost of approved safety shoes up to
33 a maximum of \$160.00 during any twenty-four (24) month period of time.
34
- 35 7. The Employer will furnish protective clothing and equipment in
36 accordance with applicable standards established by the Michigan
37 Departments of Consumer & Industry Services and/or Community
38 Health/Community Public Health Agency. The issue of the Employer
39 providing other apparel, the purpose of which is to protect the health and
40 safety of employees against hazards they might reasonably be expected
41 to encounter in the course of performing job duties, shall be a proper
42 subject for Secondary Negotiations.
43
- 44 8. Safety Glasses. If the Employer requires an employee to wear safety
45 glasses, and the employee needs corrective lenses, the Employer shall
46 furnish such glasses after the employee has presented the Employer
47 with the required prescription. The employee shall bear the cost of any
48 eye examination.
49
- 50 9. The parties agree to establish a Joint MPES (or SEIU) Labor
51 Management Committee to review issues and concerns regarding
52 indoor air quality.
53
54

1 D. VIOLENCE IN THE WORKPLACE

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

1. The parties agree that violence in the work place is an issue of mutual concern. Therefore the parties agree that the Employer may, after notice to the employee and MPES, require the employee to undergo a psychiatric or psychological evaluation when there is a reasonable basis, based on objective and verifiable evidence, that the employee poses a threat to others in the work place or to citizens with whom the employee works.
2. In the event that any witness(s) statement is utilized to establish such objective and verifiable evidence, the identity of the witness(s) shall be kept confidential throughout any ensuing investigation. If the investigation culminates in a disciplinary action, the identity of the witness(s) shall be revealed.
3. The psychiatrist or psychologist administering the evaluation will be chosen by the Appointing Authority. The evaluation shall address the issues of whether the employee poses a threat to others in the work place and/or steps the Employer should take to minimize or eliminate such threats. All costs of the psychiatric or psychological evaluation shall be paid by the Employer. Only the findings or recommendations regarding whether the employee poses a threat to others in the work place or steps the Employer should take to minimize or eliminate such threats, shall be provided to the Employer and the employee. MPES shall be informed if the employee executes a written consent for release of medical information to MPES.
4. In the event that discipline is imposed, reference to such evaluation may be made in the record of disciplinary action placed in the employee's personnel file. In no event shall the findings be placed in the employee's personnel file. The Employer shall not release or make public the findings unless the employee files a grievance protesting the disciplinary action. In that event, the findings or recommendations may be introduced by the Employer in support of the disciplinary action. Findings and recommendations shall be retained in accordance with Article 7, Section M.

Article 6**LABOR-MANAGEMENT CONFERENCES**

- A. The parties agree that meetings may be desirable for the purpose of discussing problems which may arise out of the operation of this Agreement and other issues of concern to either party.
- B. These meetings will not be used to circumvent the grievance procedure.
- C. Either party may request that a conference be scheduled. Such meetings shall be conducted at mutually agreed times and places.

- 1 D. Administrative leave for unit members to attend such conferences will be
2 provided only for that number of Unit members mutually agreed upon
3 between the Employer and the Society.
4
5 E. Subject to the provisions of Article 2, Section C, any understandings or
6 agreements arising out of any conference provided under this Article shall be
7 reduced to writing.
8
9

10
11 **Article 7**
12

13 **DISCIPLINARY PROCEDURE AND PERSONNEL FILES**
14

- 15 A. The Employer reserves the right to reprimand in writing, suspend, discharge
16 or take other appropriate disciplinary/corrective action against a unit member
17 for just cause.
18
19 B. Allegations or other assertions of unacceptable unit member conduct, by
20 supervisors or members of the public or other unit members, are not charges,
21 but constitute a basis for investigation by the Employer.
22
23 C. The Employer is solely responsible for conducting investigations into wrong-
24 doing of unit members, and that such investigation is management's sole
25 prerogative.
26
27 D. A unit member is required to give prompt accurate answers to the extent
28 possible, to any and all questions related to the issue under investigation put
29 to him/her by the Employer.
30
31 E. A unit member shall have the right to a Society representative only as
32 provided in subsections 1 and 2 below. There shall be no other exceptions
33 to this rule. It shall not be the policy of the Employer to take disciplinary action
34 in the course of an investigation unless, in the Employer's judgment, an
35 emergency suspension or removal from the premises is warranted.
36
37 1. At any disciplinary conference as provided in this Article, the unit
38 member shall be entitled to a designated Society representative.
39
40 2. In any investigatory interview with a unit member who is the subject of
41 an investigation, the unit member shall have the right to a designated
42 Society representative.
43
44 F. The parties recognize that supervisors periodically review work performance
45 with unit members. Such discussions are not investigations and are the
46 prerogative and responsibility of the Employer. A unit member shall not have
47 the right to a designated Society representative during such performance
48 review.
49
50 G. Whenever a unit member is to be disciplined in accordance with the
51 provisions of this Article, a disciplinary conference shall be scheduled, and
52 the unit member shall be notified in writing of the claimed violation and the
53 possibility that a disciplinary penalty may be imposed.
54

- 1 H. At any disciplinary conference at which the unit member is entitled to Society
2 representation, the representative must be notified and requested by the unit
3 member. The representative shall be a Society staff employee or designee.
4 Scheduling of a disciplinary conference shall not be unnecessarily delayed
5 due to the right of representation.
6
- 7 1. The unit member shall be informed of the nature of the charges against
8 him/her and the reasons that disciplinary action is intended or
9 contemplated. Except in accordance with Sections H(3) and I of the this
10 Article, a unit member shall be promptly scheduled for a disciplinary
11 conference. The unit member shall have the right to make a written
12 response to the results of the disciplinary conference which shall
13 become a part of the unit member's personnel file.
14
- 15 2. The unit member shall be given and shall sign for a copy of the written
16 notice of charges and disciplinary action. The notice shall advise the unit
17 member of the right of appeal. The unit member's signature indicates
18 only that the unit member has received a copy and is aware of the
19 contents of the notice, but shall not indicate the unit member's
20 agreement with the contents. Notice shall be served personally on the
21 unit member, or sent to the unit member by certified mail, return receipt
22 requested. If the unit member has received and signed for a written
23 letter of reprimand, no notice is required.
24
- 25 3. In the case of a unit member dismissed for unauthorized absence, or
26 who is physically unavailable (except for an approved leave of absence),
27 a disciplinary conference need not be held; however, notice of
28 disciplinary action shall be given as provided in paragraph H (2) above.
29
30
- 31 I. Nothing in this Article shall prohibit the Employer from imposing an
32 emergency disciplinary suspension and/or removal of a unit member from the
33 premises for investigation or in cases where, in the judgment of the Employer,
34 such action is warranted. As soon as practicable thereafter, investigation and
35 the disciplinary conference procedures described herein shall be undertaken
36 and completed. The Employer may suspend an employee for investigation.
37 The suspension shall be superseded by disciplinary suspension, dismissal,
38 or reinstatement within fourteen (14) calendar days. If the investigation is not
39 completed at the end of fourteen (14) days, the suspension shall be extended
40 with pay until the investigation and disciplinary conference procedures are
41 completed. Should a subsequent disciplinary suspension result, the days of
42 suspension for investigation may be included as part of the penalty.
43
- 44 J. A unit member may be immediately suspended for any conduct whether on
45 or off the job which results in one or more of the following: a) An indictment
46 by a grand jury, or b) Prosecution on any charge punishable by one year or
47 more imprisonment, or c) Prosecution on any charge, regardless of the
48 punishment, that relates to theft, dishonesty or the performance of the unit
49 member's official duties.
50
- 51 1. A unit member shall not be suspended upon issuance of a bench
52 warrant for failure to obey an order of a court.
53

- 1 2. A unit member who has been tried and convicted on the original or a
2 reduced charge and whose conviction is not reversed, may be
3 disciplined or dismissed from the classified service without the necessity
4 of further charges being brought.
5
- 6 3. The record from any trial or hearing may be introduced by the Employer
7 in any grievance proceeding, including arbitration.
8
- 9 4. A unit member whose indictment is quashed or dismissed, or who is
10 acquitted following trial, shall be reinstated in good standing, and made
11 whole if previously suspended in connection therewith, unless
12 disciplinary charges, if not previously brought, are filed within three (3)
13 work days of receipt of official notice at the Central Personnel Office of
14 the results of the case, and appropriate action in accordance with this
15 Agreement is taken against such unit member.
16
- 17 5. Nothing provided herein shall prevent the Employer from disciplining a
18 unit member for just cause at any time irrespective of criminal or civil
19 actions taken against a unit member or irrespective of their outcome.
20
- 21 6. Nothing herein shall prevent an employee from grieving the
22 reasonableness of a suspension under this subsection, where the
23 employee contends that the charge does not arise out of the job or is
24 not related to the job.
25
- 26 K. Dismissal shall be effective on the date of the notice. A unit member who is
27 dismissed shall not accrue any further leave or benefits subsequent to the
28 date of the notice.
29
- 30 L. Where a decision is made to permit a unit member to resign in lieu of
31 dismissal, the parties agree that the resignation and all matters related
32 thereto shall not be subject to the grievance procedure.
33
- 34 M. There shall be only one official personnel file maintained on each unit
35 member. Under no circumstances will a unit member's medical file be
36 contained in the official personnel file; however, records of personnel actions
37 based upon medical information may be kept in the personnel file.
38
- 39 N. A unit member shall be entitled to attach a written response to any written
40 record of discipline or any written counseling record which is to be placed in
41 the permanent personnel file, provided such attachment is provided to the
42 Appointing Authority Personnel Office within ten (10) days of the date of the
43 written disciplinary/counseling record.
44
- 45 O. Upon a unit member's written request, records of disciplinary actions issued
46 subsequent to the execution of this Agreement shall be removed from the
47 official personnel file twenty-four (24) months following the date on which the
48 action was taken, provided that no new disciplinary action has occurred
49 during such twenty-four (24) month period. Written reprimands and formal
50 counseling memoranda/records shall similarly be removed twelve (12)
51 months following the date of issuance provided no new written reprimands
52 and/or counseling memoranda/records have been issued during such twelve
53 (12) month period.
54

- 1 P. Paragraph O above shall not apply to records pertaining to unit member
2 violations of the provisions of the Employee Relations Policy Rule.
3
4
5

6 **Article 8**
7

8 **EMPLOYEE COUNSELING**
9

- 10 A. Informal Counseling. Informal counseling may be undertaken when, in the
11 discretion of the Employer, it is deemed necessary to improve performance,
12 instruct the unit member and/or attempt to avoid the need for disciplinary
13 measures. Informal counseling will not be recorded in the unit member's
14 personnel file. Informal counseling shall not be subject to the grievance
15 procedure.
16
17 B. Formal Counseling. When, in the judgment of the Employer, formal
18 counseling is necessary, it may be conducted by the immediate supervisor.
19 Formal counseling may include a review of applicable standards and policies,
20 actions which are expected to be taken by the unit member to improve
21 performance and/or conduct, and a reasonable time period established for
22 correction and review.
23
24 1. A narrative description of formal counseling will be prepared, on a
25 record of counseling form, a copy of which shall be given to the unit
26 member, and a copy kept in the unit member's personnel file.
27
28 2. The unit member shall be required to sign for receipt of the record of
29 counseling, but signature indicates only awareness of the existence of
30 the record, not specific agreement with the contents.
31
32 3. The unit member shall have no right to be represented during formal
33 counseling.
34
35 4. Formal counseling is not grievable beyond Step 3 of the grievance
36 procedure.
37
38 C. There shall be no requirement that the use of either informal or formal
39 counseling shall be a condition precedent to the Employer's use of
40 disciplinary action.
41
42
43

44 **Article 9**
45

46 **GRIEVANCE PROCEDURE**
47

- 48 A. A grievance is a written complaint alleging a violation of a specific term or
49 provision of this Agreement.
50
51 B. Nothing in this Agreement shall prevent a unit member from informally
52 discussing a problem with the immediate supervisor prior to the filing of a
53 written grievance as provided by the terms of this Article. All written

1 grievances must be filed within ten (10) days of the occurrence of the alleged
 2 violation, or within ten (10) days from the date the grievant should have
 3 known of the alleged violation.

4
 5 C. Suspensions without pay and dismissal cases may be filed at Step Three of
 6 this Article.

7
 8 D. STEP ONE: IMMEDIATE SUPERVISOR. A unit member will file a written
 9 grievance with the immediate supervisor. Written grievances must be filed on
 10 a Scientific and Engineering Unit Grievance Form. The immediate supervisor
 11 will respond to the grievant in writing within ten (10) days of receipt of the
 12 written grievance.

13
 14 E. STEP TWO: MANAGEMENT OFFICIAL. In the event the Step One response
 15 fails to solve the problem the unit member may, within ten (10) days of the
 16 date of the Step One answer, appeal in writing to Step Two.

17
 18 1. The Department/Agency Step Two management official shall be defined
 19 as follows:

20
 21 GRIEVANCE STEP TWO MANAGEMENT OFFICIAL DESIGNATIONS

- 22 1. Department of Agriculture - Division Chief or designee
- 23 2. Department of Community Health (formerly Mental Health) -
- 24 3. Department of Community Health/ Community Public Health Agency (formerly
 25 Public Health) - Division Chief or designee
- 26 4. Department of Consumer & Industry Services (formerly Commerce) -
 27 Bureau Head or designee
- 28 5. Department of Consumer & Industry Services (formerly Labor) -
- 29 6. Department of Corrections
 - 30 A. Office of Health Care - Associate Director or designee
 - 31 B. Bureau of Facility Services - Director
- 32 7. Department of Environmental Quality
 - 33 A. Field Employees - Field Operations Supervisor or designee
 - 34 B. Central Office Employees - Division Chief or Designee
 - 35 Bureau Director or designee
- 36 8. Department of Family Independence Agency (formerly Social Services) -
 37 Bureau Head or designee
- 38 9. Department of Management & Budget
 - 39 A. Bureau of Facilities
 - 40 1. Building Division - Division Head
 - 41 2. Technical Division - Division Head
 - 42 3. Property Management - Division Head
 - 43 B. Bureau of Management Services
 - 44 1. Purchasing Division - Division Head
 - 45 Facility Director or designee
- 46 10. Michigan State Housing Development Authority - Personnel Director
- 47 11. Military Affairs
 - 48 A. Camp Grayling - Camp Commander
 - 49 B. National Guard Headquarters - Chief of Engineering & Facilities
- 50 12. Department of Natural Resources
 - 51 A. Field Employees - Field Deputy or designee
 - 52 B. Central Office Employees - Division Chief or designee
- 53 13. Department of State - Bureau/Office Director
- 54 14. Department of State Police - Division Chief or designee
- 55 15. Department of Transportation
 - 56 A. Field Employees - Senior District Engineer or designee
 - 57 B. Central Office - Division Chief or designee
- 58 16. Department of Treasury - Bureau Director or designee

- 1 2. The Step Two official may establish a meeting with the grievant and a
- 2 Society representative, if requested by the grievant, to discuss the
- 3 matter.
- 4
- 5 3. The Step Two official will provide his/her answer in writing to the
- 6 grievant within ten (10) days following the date of receipt of the Step
- 7 Two appeal, or within ten (10) days of the meeting with the grievant if
- 8 such meeting is held.
- 9

10 F. STEP THREE: DEPARTMENT/AGENCY PERSONNEL OFFICE. If the matter
 11 is not resolved in Step Two, the grievant may appeal the grievance to Step
 12 Three of the procedure by filing an appeal from Step Two to the
 13 Department/Agency Personnel Office within ten (10) days from the date of the
 14 Step Two answer.

- 15
- 16 1. A copy of the appeal to Step Three must be forwarded by the grievant
- 17 to the Office of the State Employer.
- 18
- 19 2. Management may establish a meeting for the grievant and the Society
- 20 if requested by the grievant, within ten (10) days following receipt of the
- 21 appeal at Step Three.
- 22
- 23 3. Management will provide a written response to the grievant within ten
- 24 (10) days following receipt of the Step Three appeal, or within ten (10)
- 25 days of a meeting with the grievant, if such meeting is held.
- 26
- 27 4. An initial service rating, reprimand, suspension or dismissal of an initial
- 28 probationary employee is not appealable beyond Step Three of the
- 29 grievance procedure.
- 30

31 G. STEP FOUR: ARBITRATION. If the matter is not resolved at Step Three, the
 32 Society may within ten (10) days of receipt of the Step Three answer, appeal
 33 the grievance to arbitration by filing written notice with the Office of the State
 34 Employer and the affected Department. Within 10 days of the receipt of the
 35 Society's notice the Office of the State Employer shall request arbitration in
 36 accordance with the procedures specified herein. The Office of the State
 37 Employer shall provide copies of the request for arbitration to the affected
 38 Department and the Society.

- 39
- 40 1. During the negotiation of this Agreement the parties mutually agreed
- 41 upon a panel of arbitrators which will hear all grievances appealed to
- 42 arbitration. The Arbitrators on this panel are as specified below:
- 43

44	Samuel McCargo	1984	
45	Keith Groty	1984	
46	Richard Kanner	1984	
47	Walter Nusbaum	1984	<i>Replaced by Glazer (1/86)</i>
48	Mark Glazer	1986	<i>Replaced by Sugerman (1/93)</i>
49	Donald Sugerman	1993	<i>Replaced by Barry Brown (1/96)</i>
50	Elliott Beitner	1984	
51	Joseph Girolamo	1984	

- 1 2. The Arbitrators designated above shall serve on a rotating basis.
- 2
- 3 3. During January of each year the Society has the right to remove one
- 4 Arbitrator from the panel and the Office of the State Employer has the
- 5 right to remove one Arbitrator from the panel. The Society and the Office
- 6 of the State Employer will mutually agree upon the replacement
- 7 Arbitrator(s).
- 8
- 9 4. Each request for arbitration shall require that the Arbitrator schedule the
- 10 hearing within sixty (60) days of receipt of the request for arbitration. By
- 11 mutual written agreement, the parties may waive the sixty (60) day time
- 12 limit. Upon receipt of notice from the arbitrator that the sixty (60) day
- 13 time limit cannot be met, the Office of the State Employer shall send a
- 14 second request for arbitration to the next arbitrator on the list.
- 15
- 16 5. The Arbitrator will conduct the hearing in accordance with the Rules of
- 17 the American Arbitration Association (AAA). Expenses for the Arbitrator
- 18 shall be borne equally by the parties; however, each party shall be
- 19 responsible for the costs of its own representatives and witnesses. Any
- 20 cancellation or rescheduling fees shall be the responsibility of the
- 21 requesting party. In the event that both parties mutually request a
- 22 cancellation or rescheduling, any associated costs shall be borne
- 23 equally.
- 24
- 25 6. The Arbitrator's authority will be confined to the specific written
- 26 provisions of this Agreement. The Arbitrator shall have no authority to
- 27 add to, subtract from, modify, ignore, or otherwise amend any term of
- 28 this Agreement. The Arbitrator is without authority to review alleged
- 29 violations of the Civil Service Rules protecting the merit principles of
- 30 selection, classification, political activity or governing the employment
- 31 relationship (Chapter 1, Chapter 3, Chapter 4 and Chapter 6 of the
- 32 Rules of the Civil Service Commission as from time to time amended).
- 33
- 34 7. Employees who can give relevant and material testimony, which is not
- 35 duplicative shall be subject to subpoena by the Arbitrator.
- 36
- 37 8. The Arbitrator's ruling will be binding on both parties and subject to Civil
- 38 Service Commission Rule 6-9.10.
- 39
- 40 H. In the event that management does not respond to a grievance within
- 41 specified time limits, the grievance may be advanced to the next step. Failure
- 42 of the grievant or Society to comply with the specified time limits contained
- 43 herein will automatically terminate the grievance and preclude further
- 44 processing.
- 45
- 46 I. Time limits may be extended only upon mutual written agreement of the
- 47 parties. The parties may mutually agree to bypass any step of this procedure
- 48 for the purpose of expediting the processing of any grievance.
- 49
- 50 J. Only the Society may advance a grievance to arbitration. No individual unit
- 51 member or group of unit members shall have the right to advance any
- 52 grievance to arbitration without the express authorization of the Society.
- 53

- 1 K. There shall be no grievance filed which alleges a fact situation substantially
2 similar to that alleged in any unfair labor practice charge filed by the Society
3 against the Employer.
4
- 5 L. Exclusive Procedure. The grievance procedure contained herein shall be
6 exclusive and shall replace any other grievance procedure for the adjustment
7 of any disputes arising out of the administration of this Agreement. Disputes
8 arising out of the operation of the Employee Relations Policy shall not be filed
9 under the provisions of this Article.
10
- 11 M. Prohibition of "Self-Help." Unit members will fully and faithfully perform the
12 responsibilities of their position while pursuing redress of grievances, shall
13 comply with all supervisory/administrative orders and/or instructions, and
14 shall have no right to resort to "self-help" in lieu of filing and processing a
15 grievance. The only exception to this provision shall be circumstances where
16 compliance with a supervisory or other administrative instruction, direction,
17 or order would, based on clearly objective criteria, immediately endanger the
18 unit member's health or physical safety, or where compliance would require
19 the commission of immoral conduct or the violation of any statute.
20
- 21 N. Grievance Preparation Time. Whenever possible, the grievant and Society
22 representative shall utilize non-work time to consult and prepare. Where such
23 arrangement cannot be made, the grievant and one (1) designated Society
24 representative may utilize up to one-half (1/2) hour without loss of pay, for
25 consultation and preparation immediately prior to any scheduled grievance
26 meeting with management. Overtime is not authorized. The Employer is not
27 obligated to compensate any unit member for grievance processing outside
28 work hours.
29
- 30 O. Grievance Committee Leave Bank. The Employer agrees to establish an
31 administrative leave bank of two hundred (200) hours per calendar year to be
32 used by the Society Grievance Committee. The Committee members shall be
33 designated to the Office of the State Employer annually. The bank shall be
34 used for working on the resolution of grievances. The Committee member
35 must submit a written request to his/her supervisor at least two (2) weeks in
36 advance. The request shall indicate the number of hours being requested.
37 When such notice cannot be given, the release of the Committee member
38 shall be contingent upon the operational needs of the Department, but shall
39 not unreasonably be denied.
40
- 41 P. Grievance Leave Time. Unit members who are required to participate in any
42 grievance meeting with management, including arbitration, as grievant or as
43 required witnesses, shall be released from work without loss of pay for the
44 period of time required to participate in such meeting. Upon completion of the
45 unit member's participation in the meeting, he/she shall return to his/her work
46 site and resume normal assigned duties.
47
- 48 Q. Grievance Representation. Unit members shall be limited in their right to
49 grievance representation during Steps One through Three to a Society staff
50 employee or a designated representative who is also a unit member. This
51 precludes the use of attorneys or any other individuals who do not satisfy the
52 criteria contained herein. This shall not prevent the Society from retaining
53 outside counsel or any other outside individual to represent a grievant's claim
54 in an arbitration hearing conducted pursuant to Step Four of the Grievance
55 Procedure.
56
57

Article 10

UNION RIGHTS

- 1
2
3
4
5 A. Intra-Agency Mail. The Society will have the right to use the State's
6 intra-agency mail distribution services for legitimate union business. The
7 Society agrees that the intra-agency mail service will not be used for other
8 purposes. No partisan political literature nor materials defamatory to the
9 Employer or the State of Michigan shall be mailed through the intra-agency
10 mail system.
11
- 12 B. Bulletin Boards. The Employer agrees to furnish space and install Society
13 bulletin boards of mutually-agreed size, shape, and composition, for exclusive
14 use of the Society.
15
- 16 1. The Society shall bear the full cost of purchasing the bulletin boards,
17 and shall be responsible for their maintenance after installation.
18
- 19 2. All posted materials shall be signed and dated by the Society Executive
20 Director or designee, and shall relate only to the matters indicated
21 below:
22
- 23 a. Society recreational/social affairs;
24 b. Society appointments;
25 c. Society election information;
26 d. Society meetings;
27 e. Rulings or policies of the Society;
28 f. Committee reports;
29 g. Copies of official communications to the Employer;
30 h. Society newsletter;
31 i. Any other material authorized by the Employer or designee and the
32 Executive Director of the Society or designee.
33
- 34 3. No partisan political literature nor materials defamatory to the Employer
35 or the State of Michigan shall be posted.
36
- 37 4. The bulletin boards shall be maintained by the President, Executive
38 Director, or designee of the Society, and shall be for the sole and
39 exclusive use of the Society.
40
- 41 5. The Employer will notify the Society of any posted materials which
42 violate provisions of this Article. The Society will immediately cause
43 such materials to be removed.
44
- 45 C. Use of State Buildings. The Society shall have the right to use State buildings
46 and conference rooms for union meetings, subject to prior approval of the
47 agency involved. Society meetings on State premises shall be governed by
48 the Employer's operational and security considerations and shall be confined
49 to the approved locations.
50
- 51 D. Time Off for Union Business. Upon written request and with prior approval
52 of Management, properly designated Society representatives shall be allowed
53 time off without pay for legitimate Society business.
54

1 E. Annual Leave Buy-Back. A unit member may elect to use annual leave
2 credits, deferred hours, or compensatory time, to conduct Society business.
3 Only the unit member may purchase back from the State the total cost to the
4 State of such credits subject to the following:

- 5
- 6 1. Unit members shall be permitted annual leave, deferred hours, or
7 compensatory time for absence from work for Society activity up to a
8 maximum of their accrued credits.
- 9
- 10 2. The unit member may reimburse expended credits used in the previous
11 calendar year by cash payment to the appropriate State authority.
- 12
- 13 3. The parties agree that "buy back" will not take place more than four (4)
14 times per year.
- 15
- 16 4. The parties agree that the unit member's other benefits will not be
17 adversely affected by the implementation of this Article.
- 18
- 19 5. Use of annual leave credits, deferred hours, or compensatory time is
20 subject to the same approval requirements as for any other use of such
21 time.
- 22

23 F. Administrative Leave. The Employer agrees to permit, pursuant to the
24 following conditions, the use of Employer-paid time for the conduct of Society
25 business and for certain training functions:

- 26
- 27 1. Executive Officers, Directors and duly authorized Society members may
28 collectively use administrative leave from an administrative leave bank
29 to conduct Society business. This administrative leave bank shall be
30 calculated on the basis of one hour per member of the bargaining unit
31 on the payroll during the first full pay period of October in each year and
32 shall be available only during that fiscal year. The Society shall
33 designate to the Employer in writing the names of its Executive Officers,
34 Directors and duly authorized Society members entitled to utilize the
35 hours in this administrative leave bank. Administrative leave will be
36 granted only in blocks of two (2) or more hours, not to exceed twenty-
37 four (24) hours per employee in any pay period. The unit member and
38 the immediate supervisor(s) will mutually agree on the scheduling of this
39 time so as to minimize the disruption of work schedules. In addition, the
40 Society will normally make a written request for release of the unit
41 members seven (7) calendar days in advance. The Society will send the
42 request to the Appointing Authority or designee and the Office of the
43 State Employer. The request will include:
 - 44
 - 45 a. unit member name;
 - 46 b. unit member department;
 - 47 c. dates for release; and
 - 48 d. number of bank hours to be used.
- 49

50 The Department may deny the request if operational needs preclude
51 release. The Society may change the designation of the Executive
52 Officers or Directors and duly authorized members by providing seven
53 (7) days notice to the Office of State Employer.
54

2. The Society may have up to ten (10) stewards which will be entitled to use time off without loss of pay to process grievances within their department in accordance with the terms of Article 9, paragraph N.

- G. Society Information Packet. The Employer agrees to furnish all new employees in the Scientific and Engineering Unit a packet of informational materials to be supplied to the Employer by the Society.

The Employer retains the right to review the material supplied and to refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference or materials defamatory or detrimental to the Employer.

- H. Presentation. During a planned orientation of new Bargaining Unit members, one Society representative and/or staff representative shall be given an opportunity to speak briefly about the Society and its rights and obligations as an exclusive representative. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or detrimental to the Employer shall be contained in the presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

The Society representative making the presentation shall be a designated Society representative at the work location premises at which the presentation is made.

- I. MIOSHA Inspection. Effective October 1, 1990, when the Michigan Departments of Consumer & Industry Services (*formerly Labor*) or Community Health/Community Public Health Agency (*formerly Public Health*) (MIOSHA), or the United States Department of Labor (OSHA), inspects state facilities in which bargaining unit members are employed, a Society representative shall be released from work without loss of pay to accompany the inspector in those parts of the facility where bargaining unit members are employed. Release of the Society representative shall be consistent with the operational needs of the Employer.

- J. The parties agree to develop a pilot program to allow electronic messaging and communication between the Society and the State.

- K. Society members are entitled to administrative leave and reasonable travel time for job interview(s) conducted within an employee's current department. Travel expenses are not authorized.

Article 11

SENIORITY

- A. Definition. Seniority shall be defined to mean a unit member's total number of continuous service hours in the state classified service. Continuous service hours shall be recorded in the Personnel/Payroll Information System for Michigan (PPRISM) Continuous Service Hours counter. Hours paid in excess

of eighty (80) in a biweekly pay period shall not be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay, or layoff. For layoff and recall, the definition of seniority shall not include military service time earned prior to appointment to the state classified service, or service in any excepted or exempted position as provided for in Civil Service Rules dated May 1983, Sections 2-1 and 2-2 in state government which preceded entry into the state classified service.

B. Annual Leave. If a unit member leaves the state classified service and later is rehired, he/she shall accrue annual leave at the same rate as a new hire. However, once a rehired unit member has been in continuous pay status for five (5) years, all previous state classified service time shall be credited for annual leave accrual.

C. Military Service Time or Time in Excepted or Exempted Positions. Up to five (5) years of military service hours and/or time spent in any position specified in Civil Service Commission rules dated May 1983 earned prior to entry into the state classified service shall be counted in the Personnel/Payroll Information System for Michigan (PPRISM) Continuous Service Hours counter as continuous service hours for determining eligibility for annual leave accruals and longevity pay.

D. Break in Service. A unit member's continuous service hours shall be broken and not bridged when the unit member leaves state classified employment for reasons other than layoff, suspension, lost time, or approved leave of absence. A unit member who leaves the state classified service because of layoff, suspension, lost time, or approved leave of absence shall have continuous service hours bridged for the time of such absence but only for a period of absence up to five (5) years. A break in service is any period of continuous absence, for one of the reasons cited in this paragraph, of more than five (5) years.

E. Seniority Ties. Ties in seniority shall first be resolved by considering the total continuous service hours in the unit member's current class series. Ties which cannot be resolved on this basis shall be resolved by considering the total continuous service hours served at the current level. If ties still remain, they shall be resolved by totaling the last four (4) digits of the unit member's social security numbers, with the highest number indicating the greatest seniority.

F. Seniority Lists. Seniority lists, utilizing the definition of seniority contained in paragraph A above, shall be prepared by the Office of the State Employer, structured by Department/Agency, TKU or Mail Code, and Class and Level, showing the continuous service hours of all unit members on the payroll on the preparation date. Seniority lists shall be prepared at the end of the first pay period in December and at the end of the first pay period in June.

1. The list prepared in December shall be in effect from January 15 through July 14; the list prepared in June shall be in effect from July 15 through January 14.

2. Each unit member's seniority for each of the six (6) months periods shall be that which is indicated on the appropriate list.

- 1 3. Unit members shall notify the Appointing Authority of any error in such
2 seniority list within ten (10) days of the date such list is made available
3 for review by unit members. If no error is reported within the ten (10)
4 days, the list will stand as prepared and shall thereupon become
5 effective. Any error timely reported shall be corrected promptly.
6
- 7 4. When a layoff is being implemented, the Appointing Authority shall
8 update such seniority lists no more than six (6) weeks prior to the
9 effective date of the layoff. The updated list shall be used to determine
10 the layoff and bumping rights of unit members scheduled for layoff.
11
- 12 G. Probationary Employees. Initial probationary unit members shall not be
13 granted, and shall not exercise, any seniority rights. Upon successful
14 completion of the initial probationary period, such unit members shall receive
15 credit for the hours accumulated during the probationary period.
16
- 17 H. MDOT Civil Engineer and Construction Tech Co-op. After three consecutive
18 years of service in a Scientific and Engineering Bargaining Unit position, an
19 MDOT employee who had previous employment in the MDOT Civil Engineer
20 and Construction Technician Coop Program, shall have that time credited as
21 continuous service hours for purposes of longevity and annual leave accruals
22 only. The employee must have been classified as a Construction Aide and
23 must self-identify within 90 days of CSC approval of this Agreement.
24
- 25 I. Superseniority. Superseniority protection from layoff and bumping shall be
26 granted for a total of thirty (30) unit members who must be members of either
27 the Society's elected Executive Officers, the negotiating team or stewards
28 duly designated by the Society. In no event shall more than five (5) unit
29 members in any one Department be granted superseniority.
30
- 31 1. Under no circumstances shall a steward, Executive Officer or
32 negotiating team member be entitled to layoff protection unless MPES
33 has provided the departmental Employer with written notice of super
34 seniority status at least thirty (30) days prior to the issuance of a layoff
35 notice.
36
- 37 2. Such superseniority protection shall exist only while the affected unit
38 member actually holds such office.
39
40
41

Article 12

LAYOFF AND RECALL

- A. The Society recognizes the exclusive right of the Employer to lay off Bargaining Unit members for such reasons as lack of funds, lack of work, administrative efficiency, including the right to determine the positions to be abolished or to remain vacant, the extent, effective date and length of such layoffs.
1. An Executive Order reducing Departmental spending and/or wage and salary appropriations, shall be conclusive as to the Employer's right to lay-off unit members.
 2. Instructions by the State Budget Director to Departments and Agencies to reduce spending in preparation for lapses of spending authorizations necessary to balance the state's budget shall be treated, for purposes of this Article and Agreement, as conclusive as to the Employer's right to layoff unit members.
 3. Nothing in this Article or Agreement shall preclude the parties from mutually agreeing to any other alternative(s) to indefinite layoffs of unit members. Paragraph P of this Article contains an alternative to indefinite layoff which may be invoked by the Employer.
 4. No Arbitrator may attach any conditions to the use of indefinite layoffs or options provided herein which are not expressly provided in the language of this Article.
- B. Definition. "Layoff from employment" shall be the term applied to a unit member who is out of a job by virtue of being laid off or bumped, and who has exhausted or has no bumping rights.
- C. Layoff, bumping and recall of unit members shall be exclusively governed by the procedures set forth in this Article and this Agreement. However, such procedures shall not apply to temporary layoffs, which shall be governed in accordance with the Section so entitled.
- D. Limited Term Employee. The expiration of a limited term appointment shall not be considered a layoff for purposes of this Article. A unit member 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 and in the same class as that from which the unit member 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 subsection shall not apply in the case of a continuing state unit member who accepted an appointment to a limited term position under the same Appointing Authority at a higher level; in this situation the service earned in the limited term position may be applied at the former (lower) level upon expiration of the limited term position.
- E. Notice to Society. The Employer will, when indefinite or temporary layoffs are being planned, inform the Society as soon as practicable and, upon written request, discuss the impact of such layoff on unit members.

- 1
- 2 1. The Employer shall furnish the Society written notice of the name, class
- 3 title, current assignment location, and seniority of unit members holding
- 4 positions scheduled for abolishment.
- 5
- 6 2. It is recognized that unit member choices and ultimate bumping rights
- 7 preclude the Employer from providing information beyond what is
- 8 required herein.
- 9
- 10 F. List to Society. When layoffs and bumping are completed the Society shall
- 11 be entitled to request and receive a completed list of bumps and layoffs from
- 12 employment.
- 13
- 14 G. Voluntary Layoffs. When the Employer elects to reduce the work force, unit
- 15 members within the affected classifications and layoff unit may request, in
- 16 writing, preferential and layoff out of line seniority. Such voluntary layoff shall
- 17 be for at least ninety (90) days. After this period, the laid-off unit member's
- 18 name shall be placed on recall lists in accordance with the provisions of this
- 19 Article.
- 20
- 21 H. General Layoff Provisions. The Employer, in its sole discretion, shall
- 22 determine those positions which are to be abolished or remain vacant. Layoff
- 23 units and bumping procedures shall be defined for all bargaining unit
- 24 positions within a Department/Agency as described in this Article.
- 25
- 26 1. Definition. Seniority for purposes of layoff, bumping, and recall shall be
- 27 as defined in Article 11, paragraph A.
- 28
- 29 2. Excluded Employees. Excluded managerial, supervisory, confidential
- 30 and eligible non-exclusively represented employees as defined by the
- 31 Employee Relations Policy shall be permitted to bump back into the
- 32 Bargaining Unit under procedures outlined in this Article. Seniority of
- 33 excluded managerial, supervisory, confidential and eligible non-
- 34 exclusively represented employees for purposes of bumping into the
- 35 Bargaining Unit shall be computed as follows:
- 36
- 37 a. For bumping purposes, all excluded managerial, supervisory,
- 38 confidential and eligible non-exclusively represented employees
- 39 who moved from the rank and file of this Bargaining Unit to an
- 40 excluded managerial, supervisory, confidential and eligible non-
- 41 exclusively represented position prior to November 4, 1982 shall
- 42 retain all continuous service hours for purposes of seniority earned
- 43 up to November 4, 1982 plus not more than one thousand forty
- 44 (1040) hours earned in such excluded managerial, supervisory,
- 45 confidential and eligible non-exclusively represented position
- 46 subsequent to November 4, 1982.
- 47
- 48 b. For bumping purposes, all excluded managerial, supervisory,
- 49 confidential and eligible non-exclusively represented employees
- 50 who move from the rank and file of this Bargaining Unit to an
- 51 excluded managerial, supervisory, confidential and eligible non-
- 52 exclusively represented position after November 4, 1982 shall retain
- 53 all continuous service hours for purposes of seniority earned up to
- 54 the effective date of such appointment and thereafter up to 1040

- 1 hours earned in such excluded managerial, supervisory,
2 confidential and eligible non-exclusively represented position.
3
- 4 c. The seniority of excluded managerial, supervisory, confidential and
5 eligible non-exclusively represented employees for purposes of
6 bumping into the Bargaining Unit shall be the total continuous
7 service hours as defined in Article 11, Section A, regardless of the
8 rank and file position in which the hours were accrued. An
9 additional one thousand forty (1040) hours earned in the excluded
10 managerial, supervisory, confidential and eligible non-exclusively
11 represented position shall also be added to the seniority hours in
12 accordance with Section H.2.a. or H.2.b. of this Article, whichever
13 is applicable.
14
- 15 d. Seniority of unit members who have earned time in an excluded
16 managerial, supervisory, confidential and eligible non-exclusively
17 represented position but are in the Bargaining Unit at the time of
18 layoff shall be their total continuous service hours as defined in
19 Article 11, Section A.
20
- 21 e. Excluded managerial, supervisory, confidential and eligible non-
22 exclusively represented employees who have bumping rights into
23 the Bargaining Unit shall exercise bumping rights in the same
24 manner as unit members. Specifically, an excluded managerial,
25 supervisory, confidential and eligible non-exclusively represented
26 employee shall be permitted to bump to a lower level in a class
27 series if such employee has attained Civil Service status in a higher
28 level in that class series.
29
- 30 f. Excluded managerial, supervisory, confidential and eligible non-
31 exclusively represented employees who bump into the Bargaining
32 Unit, are subsequently promoted to an excluded managerial,
33 supervisory, confidential and eligible non-exclusively represented
34 position and then are again affected by a reduction in force which
35 will result in their bumping back into the Bargaining Unit shall have
36 their seniority calculated as the total continuous service hours up to
37 the most recent date such excluded managerial, supervisory,
38 confidential and eligible non-exclusively represented employee
39 moved to the excluded managerial, supervisory, confidential and
40 eligible non-exclusively represented position plus not more than one
41 thousand forty (1040) hours earned in the most recent appointment
42 to such excluded managerial, supervisory, confidential and eligible
43 non-exclusively represented position.
44
- 45 3. Out of Line Seniority. The Employer may lay off and recall out-of-line
46 seniority because of Department of Civil Service approved Selective
47 Certification, or to maintain a Department/Agency affirmative action
48 program which is currently in effect and approved by the Employer in
49 accordance with directives or orders of the Governor, or in accordance
50 with Michigan law.
51
- 52 4. Under no circumstances will unit members have bumping rights into any
53 other bargaining unit unless specifically so provided by a reciprocal

1 agreement with the exclusive representative. There shall be no bumping
2 into the MPES unit except as provided herein.
3

4 5. The Employer will make reasonable efforts to fill Bargaining Unit
5 vacancies by recalling laid off unit members before hiring new state
6 employees. The Employer may consider qualified laid off unit members
7 for vacancies which the Employer intends to fill.
8

9 6. The Employer shall make every effort to consider qualified laid-off unit
10 members for vacancies which the Employer intends to fill.
11

12 The Employer agrees to work with the Department of Civil Service to
13 insure that every unit member who is laid-off without a position shall
14 have the opportunity to be considered for any vacant positions for which
15 the unit member can meet Civil Service certification requirements
16 subject to the following provisions:
17

18 a. Such unit member must be fully capable of functioning in that
19 position after completing the normal six (6) month probationary
20 period.
21

22 b. Such unit member must be willing to accept an appointment at the
23 available location.
24

25 This procedure shall only be utilized in those cases where there are no
26 recall lists for a particular class and level.
27

28 I. Layoff and Bumping Procedure. When the Employer determines there is to
29 be a layoff, the Employer shall first identify those positions within a Layoff
30 Unit which are to be abolished or remain vacant.
31

32 1. Definition of Least Senior. For purposes of this Article, the least senior
33 position is defined as either a vacant position which the Employer
34 intends to fill; or in the absence of such vacancy, the position occupied
35 by the least senior unit member.
36

37 2. Notice to Employees. Unit members occupying positions to be
38 abolished shall be given written notice of layoff not less than ten (10)
39 days prior to the effective date of layoff. Unit members who may be
40 bumped as a result of the position abolishment may also be noticed.
41 The unit member noticed for layoff shall, within five (5) days of receipt
42 of notification, inform the Departmental/Agency Employer in writing of
43 his/her irrevocable decision to accept layoff or exercise bumping rights
44 in accordance with Sections 1.3.-5. of this Article. The
45 Departmental/Agency Employer shall thereafter complete the bumping
46 process.
47

48 3. Departmental Layoff Units

49 a. Department of Agriculture: One of the seven geographical areas
50 established by the Department as of October 1, 1981.

51 b. Department of Community Health (*formerly Mental Health*): Agency

52 c. Department of Community Health/ Community Public Health Agency
53 (*formerly Public Health*): Region as defined by Civil Service for
54 purposes of employment availability.

- 1 d. Department of Consumer & Industry Services:
2 (formerly Commerce = Statewide); (formerly Labor = County)
- 3 e. Department of Corrections:
4 (1) Bureau of Correctional Facilities - All buildings of an institution
5 which constitute a facility.
6 (2) Bureau of Field Services - All buildings within a county
- 7 f. Department of Environmental Quality
8 (see Appendix F)
- 9 g. Family Independence Agency (formerly Department of Social
10 Services): County
- 11 h. MSHDA-Michigan State Housing Development Authority:
12 Statewide
- 13 i. Department of Management and Budget: County except that
14 Ingham and Eaton Counties shall be one Layoff Unit.
- 15 j. Department of Military Affairs:
16 (1) Zone 1 - Area of the state north of a line between Bay City and
17 Shelby (M-20) to include the Upper Peninsula.
18 (2) Zone 2 - Area of the state south of a line between Bay City and
19 Shelby (M-20).
- 20 k. Department of Natural Resources: [See Appendix F]
- 21 l. Department of State: By County by organizational unit as follows:
22 (1) Office of the Secretary of State
23 (2) Office of Hearings and Legislation
24 (3) Office of Driver and Vehicle Administration
25 (4) Bureau of Automotive Regulation
26 (5) Bureau of Department Services
27 (6) Bureau of State Services
- 28 m. Department of State Police: County, except for Ingham and Eaton
29 counties shall be one Layoff Unit, and the combined Wayne,
30 Oakland and Macomb Counties shall be one Layoff Unit.
- 31 n. Department of Transportation:
32 (1) Subunit - A division within a bureau within a layoff unit.
33 (2) Layoff Unit - District, except for Lansing which includes the
34 Secondary Complex and the Bureau of Aeronautics which shall
35 be one layoff unit, Districts 1 and 2 shall be one layoff unit and
36 Districts 3 and 4 shall be one layoff unit.
- 37 o. Department of Treasury: Statewide
- 38
- 39 4. General Conditions. The following general conditions shall apply to
40 layoffs in all Departments/Agencies of the Employer:
41
- 42 a. Unit members exercising bumping rights must meet the
43 requirements of Section H.3.
44
- 45 b. Unit members shall be permitted to bump only within their same
46 employment type (i.e., full-timers bump only less senior full-timers;
47 part-timers bump only less senior part-timers; permanent-
48 intermittent bump only less senior permanent-intermittent; etc.)
49 unless specifically provided for otherwise.
50
- 51 c. Level is defined as the position comparison equivalent level as
52 determined by the Department of Civil Service.
53

- 1 d. A unit member who has exhausted all his/her bumping rights and
2 does not have sufficient seniority to retain a position, shall be laid
3 off.
4
- 5 e. The provisions for bumping shall not permit a unit member to bump
6 to a higher level.
7
- 8 f. As a result of bumping downward a unit member shall not earn
9 more than the maximum rate of the lower class bumped into or
10 more than the rate previously earned in a higher class from which
11 the unit member bumped. When a unit member bumps downward,
12 he/she shall be paid at the step in the lower pay range which is the
13 nearest to his/her previous pay without a pay increase.
14
- 15 g. For purposes of Article 12, a unit member shall be considered to be
16 "qualified" if he/she has completed the initial probationary period in
17 a class and level; and will be deemed qualified for lower levels
18 within the same class series except as provided by Article 12. In
19 addition, a unit member who has served satisfactorily in another
20 class shall be considered qualified in that previous class and level
21 as well as successively lower levels in that class series.
22
- 23 h. Positions in a class series which contain automatic level changes
24 shall be considered to be in the same class and level.
25
- 26 5. Bumping Sequence by Department: These provisions shall apply to all
27 unit members in all Departments. A unit member shall have the right to
28 bump into a former class series in a layoff unit at or below any level in
29 which the unit member had satisfactorily completed a required
30 probationary period. The unit member may exercise this right if he/she
31 cannot bump down into a least senior position in the current class series
32 or if, when bumping into a former class series he/she would receive a
33 higher rate of pay than he/she would receive if such rights were not
34 exercised. If a bump to a former class series within the layoff unit is not
35 possible, a unit member shall be able to exercise such right statewide
36 in those departments where statewide bumping is an option in
37 accordance with the bumping sequences specified in this Section 3.
38
- 39 a. Department of Agriculture: [See Appendix S]
40
- 41 (1) A unit member shall bump into the least senior position in
42 his/her current class-level within the layoff unit.
43
- 44 (2) If (1) is unavailable, a unit member shall have the option of
45 bumping to the least senior position within his/her current class
46 and level statewide or bumping into the least senior position at
47 successively lower levels within his/her current class series
48 within the layoff unit.
49
- 50 (3) If (1) and (2) are unavailable, a unit member shall bump to the
51 least senior position at successively lower levels within his/her
52 current class series statewide.
53

b. Department of Community Health (*formerly Mental Health*):

- (1) A unit member shall bump to the least senior position in his/her current class/level within the layoff unit.
- (2) If (1) is unavailable, a unit member shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (3) There is no bumping beyond the layoff unit.

c. Community Health/ Community Public Health Agency:

- (1) A unit member shall bump into the least senior position in his/her current class-level within the layoff unit.
- (2) If (1) is unavailable, a unit member shall have the option of bumping to the least senior position within his/her current class and level statewide or bumping into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (3) If (1) and (2) are unavailable, a unit member shall bump to the least senior position at successively lower levels within his/her current class series statewide.

d. Department of Consumer & Industry Services (*formerly Commerce*):

- (1) A unit member shall bump into the least senior position in his/her current class and level statewide.
- (2) If (1) is unavailable, a unit member shall bump into the least senior position, within his/her current class series at successively lower levels statewide.

e. Department of Corrections:

- (1) Unit members shall bump into the least senior position in his/her current class and level within the layoff unit.
- (2) If (1) is unavailable, a unit member shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (3) If (2) is unavailable, a unit member shall bump into the least senior position in his/her current class and level, and thereafter, successively lower levels statewide.

f. Department of Environmental Quality: [See Appendix F]

g. Family Independence Agency (*formerly Department of Social Services*):

- (1) Unit members shall bump into the least senior position in his/her current class and level within the layoff unit.

(2) If (1) is unavailable, a unit member shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(3) If (2) is unavailable, a unit member shall bump into the least senior position in his/her current class and level, and thereafter, successively lower levels statewide.

h. MSHDA:

(1) A unit member shall bump into the least senior position in his/her current class and level statewide.

(2) If (1) is unavailable, a unit member shall bump into the least senior position, within his/her current class series at successively lower levels statewide.

i. Department of Management and Budget:

(1) Unit members shall bump into the least senior position in his/her current class and level within the layoff unit.

(2) If (1) is unavailable, a unit member shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(3) If (2) is unavailable, a unit member shall bump into the least senior position in his/her current class and level, and thereafter, successively lower levels statewide.

j. Department of Military Affairs:

(1) A unit member shall bump to the least senior position in his/her current class/level within the layoff unit.

(2) If (1) is unavailable, a unit member shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(3) There is no bumping beyond the layoff unit.

k. Department of Natural Resources: [See Appendix F]

l. Department of State:

(1) A unit member shall bump into the least senior position in his/her current class-level within the layoff unit.

(2) If (1) is unavailable, a unit member shall have the option of bumping to the least senior position within his/her current class and level statewide or bumping into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(3) If (1) and (2) are unavailable, a unit member shall bump to the least senior position at successively lower levels within his/her current class series statewide.

m. Department of State Police:

(1) A unit member shall bump into the least senior position in his/her current class/level within the Layoff Unit. In addition, when there is more than one work unit within the layoff unit, the employee may also have the same bumping option within his/her work unit.

(2) If (1) is unavailable, the unit member shall have the option of bumping to the least senior position within his/her current class and level statewide or bumping into a least senior position at successively lower levels within his/her current class series within the layoff unit. In addition, when there is more than one work unit within the layoff unit, the unit member may also have the same bumping option within his/her work unit.

Work unit is defined as a facility of building or a group of offices within a building to which bargaining unit employees regularly report for work.

The parties agree that where a position requires court testimony as an expert witness as an element of the job, the unit member must possess the education, experience and training to be recognized by a court as an expert witness in the specialty area of the position.

n. Department of Transportation:

(1) A unit member shall bump into the least senior position in his/her current class and level within the subunit.

(2) If (1) is unavailable, a unit member shall bump into the least senior position in his/her current class and level within the layoff unit.

(3) If (1) and (2) are unavailable, a unit member shall have the option of bumping into the least senior position within his/her current class level statewide or bumping into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(4) If (3) is unavailable a unit member shall bump into the least senior position, within his/her current class series at successively lower levels statewide.

o. Department of Treasury:

(1) A unit member shall bump into the least senior position in his/her current class and level statewide.

(2) If (1) is unavailable, a unit member shall bump into the least senior position, within his/her current class series at successively lower levels statewide.

1 J. Recall Lists: Definitions. For purposes of this Article the following definitions
2 apply:

- 3
- 4 1. The Primary Class is the class and level from which a unit member is
5 initially laid off or bumped.
- 6
- 7 2. The Secondary Class is a class and level in the Bargaining Unit, other
8 than the primary class, in which the unit member has achieved Civil
9 Service status or has satisfactorily completed the required probationary
10 period, and any lower level class in that class series.
- 11
- 12 3. A Layoff Unit Recall List is a list of each layoff unit, by class and level,
13 of each unit member who has been laid off or bumped from a position
14 in that Layoff Unit, and for which he/she is eligible under subsections 1
15 and 2 hereinabove, and has requested recall to such class and level.
- 16
- 17 4. A Departmental Recall List is a list by class and level, and by Layoff Unit
18 of each unit member who has been laid off or bumped from a position
19 in that Department, and for which he/she is eligible under subsections
20 1 and 2 hereinabove and has requested recall to such class, level, and
21 layoff unit.
- 22
- 23 5. A Statewide Recall List is a list by class and level, and by county of
24 each unit member who has been laid off or bumped from a position in
25 the state classified service, and for which he/she is both eligible under
26 subsections 1 and 2 hereinabove and has requested recall to such
27 class, level, and county.
- 28

29 K. Construction of Lists.

- 30
- 31 1. Primary Class. Each unit member who is laid off from state employment,
32 or who bumps to a lower level within his/her class series, or to a former
33 class series, shall have the right to have his/her name placed upon the
34 Layoff Unit Recall List for the class and level from which he/she has
35 been laid off or bumped (Primary Class). [See Appendix E for Recall
36 Request Forms.]
- 37
- 38 2. Secondary Class. In addition, such unit member shall have the right,
39 upon written request to his/her Appointing Authority, to have his/her
40 name placed upon the Layoff Unit Recall List for a Secondary Class, if
41 eligible.
- 42
- 43 3. Departmental Recall List. Such unit member shall also have the right,
44 upon written request as above, to have his/her name placed on the
45 Departmental Recall List for the Primary and Secondary Classes for
46 which he/she is eligible, for each Layoff Unit in the Department at which
47 he/she will accept recall.
- 48
- 49 4. Statewide Recall List. Such unit member upon written request to his/her
50 Appointing Authority as provided above, shall have the right to have
51 his/her name placed on the Statewide Recall List for the Primary and
52 Secondary Class for which he/she is eligible, for each county to which
53 recall would be accepted.
- 54

- 1 5. Addition/Deletion. A unit member may add or delete his/her name from
2 any Recall List without penalty at any time prior to being recalled, by
3 giving written notice of such request to his/her Appointing Authority.
4 Similarly, without penalty, a unit member may also add or delete a
5 Layoff Unit or county to which he/she had requested recall prior to being
6 recalled.
7
- 8 L. Recall from Layoff. The provisions of this Section shall be applied subject to
9 the exceptions listed in Section H(3) above of this Article. Notice of recall
10 shall be sent to the unit member at his/her last known address by registered
11 or certified mail.
12
- 13 1. When the Employer intends to fill a vacancy by recall, the Employer
14 shall recall the most senior unit member who is on the Layoff Unit Recall
15 List for such classification and level.
16
- 17 2. If no unit member is on such layoff unit recall list, the Employer shall
18 recall the most senior unit member from the Departmental Recall List for
19 the class and level who has designated the Layoff Unit in which the
20 vacancy exists as one to which he/she will accept recall.
21
- 22 3. If no unit member is on such Departmental Recall List, the Employer
23 shall recall one (1) of the three (3) most senior unit members from the
24 Statewide Recall List for the class and level who have designated the
25 county in which the vacancy exists as one to which he/she will accept
26 recall.
27
- 28 4. The unit member's right to recall shall exist for a period of up to five (5)
29 years from the date of layoff.
30
- 31 M. Removal of Name From Recall Lists. If a unit member fails to respond within
32 ten (10) calendar days from the date of mailing of the recall notice his/her
33 name shall be removed from recall lists. In addition, his/her name shall be
34 removed from recall lists as provided below:
35
- 36 1. A unit member who refuses recall to employment in his/her Layoff Unit
37 in his/her Primary Class shall be removed from all recall lists as a
38 voluntary resignation.
39
- 40 2. A unit member who accepts recall to employment in his/her Layoff Unit
41 and his/her Primary Class shall be removed from all recall lists.
42
- 43 3. A unit member who refuses or accepts recall to a Secondary Class on
44 the Layoff Unit recall list shall be removed from all lists for such
45 Secondary Class.
46
- 47 4. A unit member who refuses or accepts recall to a Primary or Secondary
48 Class on a Departmental Recall List shall be removed from the list(s) for
49 such class except at the Layoff Unit from which he/she was laid off.
50
51
52
53
54

- 1 5. A unit member who refuses or accepts recall to a Primary or Secondary
2 Class on a Statewide Recall List shall be removed from such list.
3
- 4 6. In the event a recall notice as provided in Section L above is returned
5 to the Employer as not received or as refused by the unit member, that
6 unit member shall be deemed to have refused to accept recall.
7
- 8 7. A unit member who failed to respond to a recall notice and who
9 subsequently was removed from recall lists, may, within thirty (30)
10 calendar days of such removal, request reinstatement on all appropriate
11 recall lists in writing. After establishment of valid reasons for the failure
12 to respond, the unit member shall be reinstated on all appropriate recall
13 lists, but shall have only future recall rights.
14
- 15 N. Temporary Recall. In accordance with the provisions of this Article, unit
16 members may designate agreement in writing to be recalled by
17 Department/Agency Layoff Unit on a temporary basis when laid off.
18 Temporary recall shall also be on the basis of seniority. A unit member who
19 fails or refuses to accept temporary recall to a layoff unit previously
20 designated shall be removed from that list. Removal from a Temporary Recall
21 List shall be effected when a unit member refuses temporary recall, but shall
22 not affect the unit member's place on a Permanent Recall List.
23
- 24 O. Layoff and Recall Information to Society. The departmental Employer agrees
25 to provide copies of relevant portions of seniority lists which the Employer
26 uses to complete the layoff process. The departmental Employer further
27 agrees to provide to Society, upon written request, copies of any recall list(s)
28 which were used to recall unit members.
29
- 30 P. Temporary Layoffs. Application of temporary layoffs. Temporary layoff may
31 be invoked by the Employer under paragraph A above.
32
- 33 1. Application
34
- 35 a. Temporary layoff shall not exceed six (6) days per fiscal year.
36
- 37 b. Unit members shall be laid off by inverse seniority order within the
38 affected layoff unit(s) or; in a circumstance where not all work sites
39 in a layoff unit are involved, by inverse seniority order within the
40 work site; however, where the Employer determines to temporarily
41 lay off all of the unit members in a Layoff Unit, it may do so
42 provided that:
43
- 44 (1) The cumulative period does not exceed six (6) days per Fiscal
45 Year; and
46
- 47 (2) All unit members in the Layoff Unit shall be laid off in
48 approximately equal numbers for an equal number of days.
49
- 50 c. Waiver. A unit member who is temporarily laid off shall not be
51 entitled to any leave balance payoffs, to bump to any other position,
52 nor to be placed on any recall list or be recalled to any position
53 other than the one from which the unit member was temporarily laid

off. The maximum advance notice possible under the circumstances shall be provided.

- d. The Employer will continue to pay its share of the premium for group insurance programs for any unit member placed on temporary layoff, provided the unit member prepays his/her share of the premium. Accumulated annual leave and sick leave balances will be frozen during the period of the temporary layoff.

2. Seniority. An employee who is temporarily laid off pursuant to this Section will not lose continuous service hours for purposes of seniority and fringe benefit accrual. A temporarily laid off employee will not be paid.

3. Notice Requirements. The parties agree that notwithstanding the notice requirements contained in Article 12, the temporary layoff notice requirements are as follows:

- a. Notice to the Society. The Employer will give the Society at least (14) 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.
- b. Notice to Employees. The Department or Agency will give written notice to the employees to be laid off at least fourteen (14) calendar days before the first day of layoff. The Department or Agency will give the Society concurrent notice of employee names and, to the extent feasible, work location.
- c. Exempted Work Location Notice. If a work location is completely exempted from temporary layoff, the Department or Agency will post a notice so stating at least seven (7) calendar days before the first day of layoff.

Q. Benefit Continuation During Layoff.

1. Unit members laid off as a result of a reduction in force may elect to prepay their share of premiums for medical, dental, vision and life insurance for two (2) additional pay periods after layoff by having such premiums deducted from their final pay checks. The State will pay the state's share of the premium for medical, dental, vision and life insurance for these two (2) pay periods for unit members electing this option. Election of this option shall not affect the laid off unit member's eligibility for health and life insurance coverage for twelve (12) months subsequent to layoff by directly paying the entire premium, as per current practice for the remaining eleven (11) months of the one (1) year period.
2. Unit members who are laid off, at the time of layoff, may elect to continue enrollment in the Group Basic and Major Medical Plan (or alternative plan) by paying the full amount (100%) of the premium. Such enrollment may continue until the unit member is recalled or for a period of three (3) years, whichever occurs first. Such unit members may also elect to continue enrollment in the Group Dental and/or Group Vision

plans by paying the full amount (100%) of the premium. Such enrollment may continue until the unit member is recalled or for a period of eighteen (18) months, whichever occurs first. In accordance with paragraph 1 of this Section, the Employer shall pay the Employer's share of such premiums for two (2) pay periods for unit members selecting these options.

R. Annual Leave.

1. Laid off unit members who are rehired from layoff to a permanent position in a different Department/Agency may elect to buy back up to eighty (80) hours of accrued annual leave which had been paid off. Unit members recalled to the Department/Agency from which they were laid off may elect to buy back any portion of annual leave up to the amount paid off. Unit members electing this option shall buy back annual leave at the returning rate of pay. Such payment shall be made to the Department/Agency making the original payoff. Such option may be exercised only once per recall, and must be exercised during the first thirteen (13) pay periods of the recall/rehire.
2. A unit member separated by reason of layoff may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the unit member elects to be paid off for the balance or until the unit member's recall rights expire, whichever occurs first. Payoff shall be at the unit member's last rate of pay.

Article 13

TRANSFER

A. Definitions

1. Transfer. A change of assignment of a unit member at the unit member's request or initiative.
2. Assignment. The particular position at or from a particular work location (or work site) as determined by the Employer.
3. Reassignment. A permanent change of a unit member's assignment made by the Appointing Authority at the Appointing Authority's initiative.
4. Vacancy. A permanent position which the Appointing Authority is seeking to fill. A position from which a unit member has been laid off is not a vacancy.

B. Right of Assignment. The Appointing Authority shall have the right and responsibility to assign and reassign unit members in accordance with departmental needs.

C. Transfer. In order to enable unit members to be considered for vacancies the Appointing Authority intends to fill, the Appointing Authority shall establish vacancy transfer lists in accordance with the provisions specified below.

1. Transfer List. Unit members shall be entitled to have their names placed on the vacancy transfer list by notifying the Personnel Office in writing during the months of May and November. All such requests must be made in accordance with departmental procedures. The list compiled as a result of the requests received in May shall become effective on July 1 and remain in effect through December 31. The list compiled as a result of the requests received in November shall become effective on January 1 and remain in effect through June 30.
2. Transfer lists shall be maintained by county and division. Unit members may make themselves available for transfer to up to five (5) counties. If a unit member declines a transfer to a county which he/she has requested after being interviewed for a position, the Appointing Authority may remove such unit member from the transfer list for that county. A unit member may at any time remove his/her name from a transfer list by written notice to the Appointing Authority.
3. When the Appointing Authority intends to fill a permanent vacancy, it is agreed that the Employer will include a minimum of the three most senior qualified employees on the transfer list in the process used to fill the vacancy.
4. Reassignments to avoid layoffs. If the Employer plans to reassign Bargaining Unit members to avoid the necessity of layoffs, at least ten days prior to any such reassignments, the Employer shall publish a list of positions within the affected division(s) into which employees will be reassigned for the review of the affected employees. A copy of the list will be sent to MPES within three days of publication. Interested affected Bargaining Unit members in the affected division shall have five days to submit their names for consideration. The Employer will take any responses into consideration if such reassignments take place.
5. Hardship transfers to another county may be granted, if certified by MPES, if a legitimate hardship exists and if the transfer would not impair the operational effectiveness of the Department. For purposes of this Section, hardship means the health condition of the employee or a member of employee's immediate family, as defined in Article 22-b.1., requiring the employee's presence in another county for an extended period of time. There must be an existing vacancy which the Department intends to fill to which the employee is being transferred. Relocation expenses are not paid for hardship transfers. The employee must be non-probationary and in satisfactory status.

All hardship transfer requests shall be in writing and set forth the circumstances of the request. MPES agrees that approval or disapproval of hardship requests shall not be grievable beyond Step 3 of the grievance procedure.
6. The Appointing Authority shall not pay relocation expenses when the Appointing Authority fills the vacancy from the transfer list.
7. The provisions of this Section shall apply only to transfers between positions at the unit member's current class and level and positions within the unit member's current Department.

Article 14**NON-DISCRIMINATION**

- A. The Employer agrees to continue its policy of opposing all forms of illegal discrimination based on race, creed, color, national origin, sex, age, physical handicap, height, weight, marital status, religion, or political belief.
- B. The Society agrees to continue its policy of admitting all unit members otherwise eligible for membership and to represent all members without regard to race, creed, color, national origin, sex, age, physical handicap, height, weight, marital status, religion, or political belief.
- C. There shall be no discrimination, interference, restraint, or coercion by the Society against any unit member because of membership or non-membership in, the payment or non-payment of any monies to, or the participation or non-participation in the activities of, the Society, or because of any activity permissible under either the Employee Relations Policy Rule or this Agreement.

Article 15**EDUCATION AND PROFESSIONAL DEVELOPMENT**

- A. Purpose. To establish procedures for reimbursement of unit members for the costs associated with continuing education through voluntary participation in job related courses.
- B. Application. The provisions of this Article shall apply to all unit members on a first come, first served basis in accordance with the terms specified herein.
- C. Funds. The provisions of this Article shall be subject to the availability of departmental funds. Upon request, the Society shall be entitled to receive information regarding specific departmental tuition reimbursement programs/policies. In addition to receiving such written information, the Society may request a labor-management meeting with the Appointing Authority's designated representative(s) to review such materials.
- D. Requirements and Procedures.
1. Full-time employees are eligible to apply for reimbursement if they have attained status, worked in a permanent position with the Department for at least six (6) months and are in satisfactory performance standing prior to the course starting date. Applicants must maintain assignment to a permanent position and be on the payroll at the completion of the course in order to qualify for reimbursement.
 2. Application for reimbursement shall directly relate to the improvement, change, or college degree in a field of work which is job related or in preparation for a potential promotion which benefits the Department.

3. Accredited schools, institutes, academies, community colleges, colleges, and universities shall be considered as approved educational centers. Correspondence schools and "mail order" institutions will not be considered acceptable institutions for purposes of reimbursement.
4. Partial (50%) reimbursement may be provided for accredited job-related courses properly pre-authorized for reimbursement upon receipt of written verification of successful course completion with a minimum grade of C or its equivalent. Such reimbursement shall be applicable to expenditures for tuition, books and lab fees. Verification of successful course completion shall be an authentic copy of the grade report. Such verification must be submitted within thirty (30) days of completion of the course. Incomplete courses and/or deferred grades will not qualify for reimbursements for tuition, books or lab fees.
5. No reimbursement will be made for travel, meals, lodging, or other miscellaneous fees or expenses.
6. No unit member shall receive reimbursement for more than two (2) courses in any one (1) semester or term.
7. For unit members receiving tuition payments, stipends or education grants from any other government agency or government source or from any scholarship foundation, reimbursement under this Article will be limited to that portion of the tuition which exceeds the amount of such payments, stipends or grants.

E. Educational Release Time.

1. Unit member initiated educational release time may be granted by the Appointing Authority for course attendance during the unit member's normal work hours subject to the following provisions:
 - a. The course is not otherwise available;
 - b. The course and unit member qualify under paragraph D;
 - c. The supervisor has determined that course attendance will not interfere unduly with work assignments and their timely and satisfactory completion;
 - d. Such release time must be authorized by the appropriate Bureau Director and Department Personnel Officer.
2. Development of adjusted work schedule:
 - a. Estimated travel time must accompany course attendance time and be included in total educational release time requested;
 - b. Adjusted schedule must indicate how release time is to be made up;
 - (1) Schedule developed must provide for minimal interference with on-going work assignments.

- 1 (2) Schedule developed must ensure that make up time is
- 2 scheduled in productively efficient segments.
- 3
- 4 (3) A complete eighty (80) hour pay period must be actually
- 5 accounted for in each biweekly period.
- 6
- 7 (4) Schedule must be approved by immediate supervisor.
- 8
- 9 c. The unit member will be responsible for all expenses and course
- 10 attendance time, inclusive of travel expenses and time, except as
- 11 possibly reimbursed under paragraph D.
- 12
- 13 d. Emergency work situations requiring the unit member's presence
- 14 at work or court attendance requirements shall in all cases take
- 15 precedence over class attendance.
- 16
- 17 F. Conference Attendance. Effective October 1, 1996, unit members shall be
- 18 entitled to up to four (4) days administrative leave of absence within any two
- 19 consecutive fiscal years subject to the following conditions:
- 20
- 21 1. The conference must be directly related to the unit member's
- 22 professional development and must directly relate to the unit member's
- 23 employment with the state.
- 24
- 25 2. Prior approval of the unit member's immediate supervisor shall be
- 26 required. Operational needs and scheduling requirements may preclude
- 27 attendance.
- 28
- 29 3. The Employer shall not be obligated to pay any fees, expenses, or any
- 30 other costs associated with attendance at such conference.
- 31
- 32 4. It is understood that the four days is not to be construed as a limitation
- 33 of conference attendance for Bargaining Unit members, but rather a
- 34 minimum number of days available for conferences or training in
- 35 addition to those conferences or training sessions that the Department
- 36 has authorized members to attend.
- 37
- 38 5. Provisions of this Section do not apply to attendance at functions related
- 39 to any aspect of the Society's exclusive representation function, and
- 40 shall not apply to any conference which the unit member is required by
- 41 the Employer to attend.
- 42
- 43 6. The decision of the Employer to grant or deny attendance at any
- 44 conference shall not be precedential.
- 45
- 46 G. Professional Development Fund
- 47
- 48 1. Amount. The amounts for the listed fiscal years are as follows:
- 49
- 50 a. Effective October 1, 1996, the Employer shall establish a
- 51 Professional Development Fund in the amount of \$90,000 to be
- 52 administered jointly by the Society and the Employer.
- 53

- b. Effective October 1, 1997, the Employer shall establish a Professional Development Fund in the amount of \$90,000 to be jointly administered by the Society and the Employer.
 - c. Effective October 1, 1998, the Employer shall establish a Professional Development Fund in the amount of \$90,000 to be jointly administered by the Society and the Employer.
 2. Eligibility. The following conditions shall apply to eligibility for reimbursement from the fund.
 - a. The employee must be in satisfactory performance status.
 - b. The employee shall notify the supervisor and request leave to attend the conference, training or seminar at the same time that he/she requests Society approval for reimbursement from the Professional Development Fund. Such leave requests shall not be unreasonably denied.
 - c. Operational needs of the Employer may preclude leave approval. However, if such approval has been granted and the employee has expended funds in reliance upon the leave approval, and the leave approval is subsequently rescinded, the Department shall reimburse the employee for the amount the employee has expended.
 - d. The Department is under no obligation to approve administrative leave.
 - e. The employee must have successfully completed his/her initial probationary period.
 - f. The employee will comply with all DMB requirements for filing reimbursement requests.
 3. PDF Criteria. *[Appendix R lists the criteria as established by the Society. This criteria was not negotiated with the Employer, and is included for informational purposes only.]*

Article 16

PROFESSIONAL FEES AND SUBSCRIPTIONS

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

Any such professional journals shall be sent to the employee at the employee's work address, shall be shared with employees at the work site and shall be considered the property of the Employer. In the event that the

1 subscribing employee leaves his/her position, such subscription shall become
2 the property of the Employer.

3
4 If the Employer pays dues or fees for membership, such membership shall
5 be considered to belong to the Employer and any benefit accruing therefrom
6 shall be shared with employees at the work site. In the event that an
7 employee for whom such membership was purchased terminates his/her
8 employment at the work site, the Employer reserves the right to cancel such
9 membership or transfer such membership to another employee.

10
11 B. Unit members who maintain a license or professional certificate will be
12 eligible for reimbursement of the attendant fees under the following
13 conditions:

- 14
- 15 1. The license or professional certificate is required by the state for
16 continued state employment.
- 17 2. The Appointing Authority has a specific written policy which prohibits the
18 employee from engaging in outside employment (including
19 self-employment for a fee) in activities requiring the possession of a
20 license or professional certificate for which the state reimburses the
21 employee.
- 22 3. The Appointing Authority may reimburse qualified unit members upon
23 documentation of the criteria specified in Sections A and B.
- 24 4. Reimbursements shall be processed in accordance with Department of
25 Management and Budget, Office of Accounting Procedures.
- 26
- 27
- 28
- 29
- 30

Article 17

TRAVEL EXPENSE REIMBURSEMENT

Effective May 1, 1996

31
32
33
34 A. Travel Expense Reimbursement. In accordance with the Standardized Travel
35 Regulations issued by the Departments of Civil Service and Management and
36 Budget, and the general procedures of the Motor Transport Division, except
37 as expressly provided otherwise in this Article, unit members shall be entitled
38 to travel reimbursements at the rates in effect on the date(s) of the travel.

39
40 B. Reimbursement Rates. Effective May 1, 1996

41	1. <u>In-State Rates</u>	<u>Maximum</u>
42	a. <u>Meals and Lodging</u>	
43	Lodging (actual supported by receipts)	\$50.00 (plus taxes)
44	Breakfast	5.75
45	Lunch	7.25
46	Dinner	14.50
47		
48	b. <u>Per Diem System</u>	
49	Per Diem	\$62.75
50	Lodging (actual supported by receipts)	35.25
51	Breakfast	5.75
52	Lunch	7.25
53	Dinner	14.50
54		

- 1 c. Group Meetings
- 2 Lodging (actual supported by receipts) \$50.00 (plus taxes)
- 3 Breakfast 5.75
- 4 Lunch 10.25
- 5 Dinner 14.50
- 6
- 7 2. Out-of-State Rates Los Angeles, Chicago,
8 Boston, New York City,
9 a. Meals and Lodging General Washington, D.C.
- 10 Lodging (actual support by receipts) \$78.00 (plus taxes) \$96.00
- 11 Breakfast 5.75 6.50
- 12 Lunch 8.75 9.50
- 13 Dinner 15.75 18.75
- 14 b. Per Diem System
- 15 Per Diem \$75.25
- 16 Lodging 45.00
- 17 Breakfast 5.75
- 18 Lunch 8.75
- 19 Dinner 15.75
- 20 c. Meals on Trains
- 21 Breakfast Applicable Schedule for
- 22 Lunch In-state or Out-of-state
- 23 Dinner
- 24 Sleeping Car Accommodations Actual Costs
- 25 d. Tips
- 26 For each occupancy (not day) in a hotel, or motel
- 27 where porter service is regularly provided \$4.50
- 28
- 29 3. Mileage Rates - Private Car
- 30 a. Approved Private Car Use \$0.06 above in lieu of rate
- 31 *This rate will be adjusted on October 1 of each succeeding year of this*
- 32 *Agreement beginning with October 1, 1985. The adjustment shall be*
- 33 *based on the in lieu of rate as described immediately below. The*
- 34 *reimbursement rate for approved private car use shall be six (6) cents*
- 35 *above the in lieu of rate.*
- 36
- 37 b. Employee electing to drive private MTD Mid-Sized Car
- 38 car in lieu of available state car Rate \$0.24/mile
- 39 *The in lieu of rate shall be set at the Motor Transport Division mid-size*
- 40 *car rate, and shall be automatically adjusted each succeeding year of this*
- 41 *Agreement in accordance with the rate published by Motor Transport*
- 42 *Division.*
- 43
- 44 C. Exceptions. Exceptions to the travel rates contained herein may be granted
- 45 by the Department of Civil Service, Office of Employee Benefits in
- 46 accordance with the Standardized Travel Regulations.
- 47
- 48 During the 1988 negotiations the parties discussed Section C of this Article.
- 49 This Section provides that exceptions to the travel rates may be granted by
- 50 the Department of Civil Service in accordance with the Standardized Travel
- 51 Regulations. The parties hereby express their intent that in those situations
- 52 where the Department has not secured the lodging, employees shall make

1 a reasonable effort to secure lodging at the rates specified in this Agreement.
2 However, if an employee has not been able to secure lodging at the specified
3 rate, such an employee may request reimbursement for the actual amount.
4 Departments shall not unreasonably deny such reimbursement requests nor
5 shall Departments unreasonable delay processing the reimbursement.
6

7 During the 1989 compensation negotiations the parties discussed the
8 process of obtaining exceptions to the travel rates as provided in Section C
9 of this Article. The parties agreed to work cooperatively to insure that the
10 exception provision is appropriately applied when the circumstances justify
11 an exception.
12

13 D. MDOT Employees. Effective October 1, 1988 all MDOT employees will be
14 covered by the Standardized Travel Regulations and reimbursement rates
15 except as provided herein. For employees covered by the Standardized
16 Travel Regulations, official work stations shall be designated by the
17 Appointing Authority in accordance with operational needs.
18

19 1. Permanent employees who are designated as MDOT Schedule II
20 employees on September 30, 1988 may continue under the provisions
21 of the modified MDOT travel regulations. Such employees' Schedule II
22 status will automatically terminate upon the acceptance of a promotion
23 (not reallocation) or a voluntary transfer. Such employees' Schedule II
24 status shall remain in effect upon reallocation and/or reassignment.
25 Employees who accept a promotion shall be eligible for relocation
26 expense reimbursement in accordance with Article 18 of this
27 Agreement.
28

29 2. Any employee designated as Schedule II may voluntarily change to the
30 Standardized Travel Regulations at any time by indicating a desire to
31 do so in writing. This decision shall be irrevocable.
32

33 3. All employees hired or recalled after October 1, 1988 shall be covered
34 by the Standardized Travel Regulations.
35

36 4. Any MDOT Schedule II employee who voluntarily relocates closer to
37 his/her official work station shall be eligible for relocation expenses in
38 accordance with Article of this Agreement. Such employees shall
39 become subject to the Standardized Travel Regulations upon
40 relocation.
41

42 Article 18

43 RELOCATION EXPENSE REIMBURSEMENT

44 A. Involuntary Reassignment. Employees who meet all the criteria listed in
45 paragraph A.1.-3. shall be eligible for the relocation benefits provided in
46 subsections B. through G. below. To be eligible for relocation expenses (in
47 F & G below) the employee must actually move to a residence which is 25
48 miles closer to the new work location.
49

50 1. Satisfactorily completed their initial probationary period;
51
52
53
54

- 1 2. Have commenced their first work assignment and thereafter are
2 involuntarily reassigned to a new work location more than twenty-five
3 (25) miles away; and
- 4 3. Agree to continue employment at the new work location for a minimum
5 of one (1) calendar year after reassignment.
6
- 7 B. Temporary Travel Expense. From the effective date of reassignment, the
8 reassigned employee will be allowed meal and lodging expense
9 reimbursement at rates in effect pursuant to Article 17, for up to sixty (60)
10 calendar days at the new work location or until such time as the employee
11 changes residence, whichever is less. In case of hardship in securing or
12 occupying a new residence the Employer may, at its full discretion and as
13 determined on an individual case by case basis, grant an extension of up to
14 sixty (60) calendar days, but in no case shall the total period exceed one
15 hundred eighty (180) days. Employees returning to their residence at the
16 prior work location during the sixty (60) day period (or its extension) will be
17 reimbursed for the lesser of:
18
- 19 1. The total of breakfast, lunch and dinner during those days; or
20 2. Mileage charges for a personal car used in such commuting for the
21 actual mileage between the points at the approved private car rate.
22
- 23 C. Leave Time to Secure Housing. A reassigned employee and one (1)
24 additional family member shall be allowed up to three (3) round trips to a new
25 official work location for the purpose of securing housing. Travel, lodging and
26 meals costs will be reimbursed up to a maximum of nine (9) days in
27 accordance with the rates in effect pursuant to Article 17 of this Agreement.
28
- 29 D. Leave Time for Moving. An eligible employee shall be allowed two (2) days
30 off without loss of pay for completing the move. This Section shall not be
31 construed to relieve the employee from any responsibility to report for work
32 punctually and in a condition ready for work.
33
- 34 E. Required Housing. Unit members who are moving into required housing will
35 ordinarily not qualify for house hunting expenses or temporary living
36 expenses at the new work station as outlined in subsections B and C above.
37 If there are extenuating circumstances which arise requiring these expenses,
38 such expenses may be reimbursed upon approval of the Appointing
39 Authority.
40
- 41 F. Moving of Household Goods.
42
- 43 1. The Employer will pay the transportation charges for normal household
44 goods up to a maximum of fourteen thousand (14,000) pounds for a
45 move. Charges for weight in excess of fourteen thousand (14,000)
46 pounds must be paid directly to the mover by the employee.
47
- 48 a. Household Goods: Includes all furniture, personal effects and
49 property used in a dwelling, and normal equipment and supplies
50 used to maintain the dwelling except automobiles, boats, camping
51 vehicles, firewood, fence posts, tool sheds, motorcycles,
52 snowmobiles, explosives, or property liable to impregnate or
53 otherwise damage the mover's equipment, perishable food-stuffs
54 subject to spoilage, building materials, fuel or other similar
55 non-household good items.
56

- 1 b. Packing: The Employer will pay up to six hundred dollars (\$600) for
2 packing and/or unpacking breakables. In addition to the above
3 packing allowances, the Employer will pay the following accessorial
4 charges which are required to facilitate the move: appliance
5 services; piano or organ handling charges; flight, elevator, or
6 distance carrying charges; extra labor charges required to handle
7 heavy items, e.g. pianos, organs, freezers, pool tables, etc.
8 Arrangements for paying any additional packing requirements must
9 be made and paid for by the employee only.
10
11 c. Insurance: The carrier will provide insurance against damage up to
12 sixty cents (\$.60) per pound for the total weight of the shipment.
13 The Employer will reimburse the employee for insurance costs not
14 to exceed an additional sixty five cents (\$.65) per pound of the total
15 weight of the shipment.
16
17 d. Enroute Charges: Charges for stopping in transit to load or unload
18 goods and the cost of additional mileage involved to effect a stop
19 in transit shall be paid by the employee. Extra labor required to
20 expedite a shipment at the request of the employee shall be paid
21 by the employee.
22
23 e. Mobile Homes: The Employer will pay the actual reasonable cost
24 for moving a mobile home if it is the employee's domicile, plus a
25 maximum of five hundred dollars (\$500) allowance for blocking,
26 unblocking, securing contents or expando units, installing or
27 removal of tires (on wheels) on or off the mobile home, removal or
28 replacement of skirting and utility connections will be paid by the
29 Employer when accompanied by receipts. Actual moving costs
30 include only the transportation cost, escort services when required
31 by a governmental unit, special lighting permits, tolls and/or
32 surcharges, but excludes moving of fuel tanks, out buildings, swing
33 sets, etc., that are not secured inside the mobile home.
34 Mobile home liability is limited to damage to the unit caused by the
35 negligence of the carrier, and to contents up to a value of five
36 hundred dollars (\$500). Additional excess valuation and/or hazard
37 insurance may be purchased from the carrier at the expense of the
38 employee.
39
40 The repair or replacement of equipment of the mobile home i.e.,
41 tire, axles, bearings, lights, etc., are the responsibility of the
42 employee.
43
44 2. Truck or Trailer. In lieu of a common carrier, the Employer will
45 reimburse the employee for reasonable truck or trailer rental charges,
46 tolls and required surcharges incurred by the employee where the
47 employee moves himself/herself.
48
49 G. Storage of Household Goods: The Employer will reimburse the employee for
50 storage of household goods, as described in subsection F.1.a. above, for a
51 period not in excess of sixty (60) days in connection with the reimbursable
52 move, at either origin or destination, but only when housing is not readily
53 available.
54
55

Article 19

HOURS OF WORK AND OVERTIME

- A. Biweekly Work Period. The work period is defined as eighty (80) hours of work normally performed on ten (10) week days within the fourteen (14) consecutive calendar days which coincide with biweekly pay periods.
- B. Work Day. The work day shall consist of twenty-four (24) consecutive hours commencing at 12:01 a.m.
- C. Work Shift. The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined:
- Day Shift - Starts between 5:00 a.m. and 1:59 p.m.
- Afternoon Shift - Starts between 2:00 p.m. and 9:59 p.m.
- Evening Shift - Starts between 10:00 p.m. and 4:59 a.m.
- D. Meal Periods. Work schedules may provide for the work shift to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. This shall not preclude work schedules which provide for an eight (8) hour work day, inclusive of a meal period. The Employer may reasonably schedule meal periods to meet operational requirements.
- E. No Guarantee or Limitation. This Article is intended to be construed only as a basis for scheduling, and shall not be construed as a guarantee or limitation on the number of hours scheduled to be worked per day or per work period.
- F. Overtime.
1. Eligible Unit Members. (Cash Paid)
- Unit members at the 9 (IV) and 10 (V) levels or below the 10 position comparison equivalent level shall be eligible for cash compensation for overtime hours worked.
- a. Overtime hours must be authorized by the Appointing Authority.
- b. Authorized overtime payment shall be paid to eligible employees for time worked in excess of forty (40) hours in a work week.
- c. Premium payment shall not be duplicated (pyramided) for the same hours worked. If a unit member works on a holiday, overtime compensation for the first eight (8) hours worked on the holiday is due and payable only after forty (40) hours worked in a work week.
- d. By mutual agreement between the unit member and the Appointing Authority, unit members at the 9 (IV) and 10 (V) level may earn compensatory time at the rate of time and one-half (1½) for

1 authorized overtime hours worked or be paid time and one-half
2 (1½) their hourly rate. If the Appointing Authority does not permit
3 the unit member to use accrued compensatory time credits before
4 the end of the fiscal year in which credits have been earned, at the
5 Appointing Authority's option, the unit member may be paid in cash
6 at the regular rate for the compensatory time credits unused at the
7 end of the fiscal year.

8
9 2. Ineligible Unit Members. (Compensatory Time)

10
11 Unit members at the 11 (VI) benchmark level and above, or at the 11
12 position comparison level and above are not normally eligible for cash
13 compensation for overtime hours worked. Such unit members shall be
14 eligible for compensatory time in accordance with the following
15 provisions:

- 16
17 a. Such ineligible unit members shall be eligible to accumulate and
18 liquidate, on a straight time basis, compensatory time for all
19 authorized hours worked in excess of eight (8) hours per day and
20 eighty (80) hours per pay period. If the Employer schedules
21 employees to work outside of the employees' normal work
22 schedule, the Employer will not require employees to adjust their
23 hours to remain within 80 hours that pay period.
24
25 b. No more than one hundred fifty (150) hours of authorized
26 compensatory overtime can be earned in a fiscal year, except for
27 unit members in the Department of Transportation. Compensatory
28 time earned in a fiscal year must be liquidated by September 30 of
29 each year or it will be cancelled. The exception is that any
30 compensatory time earned in the last two (2) complete pay periods
31 prior to September 30 may be carried forward to the next fiscal
32 year if the unit member's work load prevents liquidation of the
33 hours earned.
34
35 c. If a Department's seasonal or operational needs prevent the unit
36 member from liquidating compensatory time by the end of the fiscal
37 year, it may be carried over into the next fiscal year, but must be
38 liquidated by March 31, or it will be cancelled.
39
40 d. Compensatory time must be used before annual leave unless the
41 employee is near the cap and would lose accrued annual leave.
42
43 e. The value of compensatory time is for equivalent time off only.
44 Under no circumstances shall payment be made for unused
45 compensatory time.
46
47 f. In the Departments of Natural Resources and Transportation
48 current practice of accumulating compensatory time shall remain
49 in effect.

50
51 3. Exception for Cash Payment to Ineligible Unit Members.

52 At the sole discretion of the Appointing Authority, ineligible unit
53 members may receive cash payment for overtime hours only on an
54 exception basis, in accordance with the following:

- 1 a. DNR/DEQ-PEAS. Employees who are designated by the
2 Department of Natural Resources or the Department of
3 Environmental Quality as responsible for responding to the
4 Pollution Emergency Alerting System (PEAS) shall be covered by
5 this Section 3, exception for each emergency response which is not
6 contiguous to the employee's regularly scheduled hours. The notice
7 requirement of Section F.3.c. of this Article shall be waived for
8 employees covered by this subsection a.
9
- 10 b. Cash Payment Determination. The Appointing Authority
11 determines that because of the nature of the work load in a
12 particular departmental unit the payment of cash for overtime hours
13 worked is necessary.
14
- 15 c. Notice to Society. If such a determination is made, the Appointing
16 Authority shall provide a notice to the Society with a copy to the
17 Office of the State Employer. The notice will include the reasons for
18 exceptions, the names of affected unit members, and the expected
19 duration of the exception.
20
- 21 d. Calculation for Cash Payment. If the exception is made to pay
22 ineligible unit members for overtime, such unit members shall be
23 paid as follows:
24
- 25 (1) If their rate is less than or equal to the maximum rate for the
26 Transportation Engineer 12 (VII), the unit member will be paid
27 time and one half (1½) for overtime.
28
- 29 (2) If their rate is greater than the maximum rate for the
30 Transportation Engineer 12 (VII), they will be paid time and
31 one half (1½) times the maximum rate of the VII level
32 Transportation Engineer, or straight time, whichever is greater.
33
- 34 (3) Premium payment shall not be duplicated (pyramided) for the
35 same hours worked.
36
- 37 G. Alternate Work Schedules and "Flex-Time" Agreements. The parties agree
38 to extend the current Alternate Work Schedule and "Flex-Time" Agreements
39 listed in Appendix B of the current Collective Bargaining Agreement until
40 December 31, 1998, except for the Letter of Understanding dated September
41 8, 1994, covering MPES Bargaining Unit members working in the
42 Engineering Services and Design Divisions of the Michigan Department of
43 Transportation which shall be extended only until December 31, 1996. If a
44 party desires to have the MPES-MDOT-OSE Agreement extended beyond
45 that date, that party shall give the other parties written notice no later than
46 November 15, 1996. If notice is given the parties shall meet to discuss
47 continuation. If agreement is reached, the Letter of Understanding shall be
48 extended in accordance with any agreement reached by the parties.
49
50
51
52
53
54

Article 20

PAID HOLIDAYS

- A. Designated Holidays. For the following holidays, permanent full time unit members shall be allowed eight (8) hours paid absence from work. Other than full-time unit members shall be allowed paid absence from work in proportion to their average hours in pay status for the previous six (6) pay periods:

<u>Day</u>	<u>Observance</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

Paid Personal Leave Days Credited on October 1, of each year (to be used in same manner as annual leave Article 21, Section F).

B. Observance.

1. Holiday observance shall be in accordance with the schedule in Section A except as follows:
 - a. A holiday that falls on Saturday shall be observed on the preceding Friday. A holiday that falls on Sunday shall be observed on the following Monday.
 - b. When Christmas Eve or New Year's Eve falls on Friday, the holiday shall be observed on the preceding Thursday. When Christmas Eve or New Year's Eve falls on Sunday, the holiday shall be observed on the preceding Friday.
2. Equivalent provisions for time off for holidays falling outside the schedule work week shall be made for unit members working other than a Monday through Friday schedule.

C. Eligibility.

1. Permanent full-time unit members, regardless of their work schedule, qualify for paid holiday absence by being in full pay status on:
 - a. Their last scheduled work day immediately preceding the holiday and their first scheduled workday following the holiday when both days fall within the same biweekly work period; or,

- 1 b. Their last scheduled work day immediately preceding the holiday
- 2 when the holiday occurs or is observed on the last scheduled work
- 3 day of the biweekly work period; or,
- 4
- 5 c. Their first scheduled work day following the holiday when the
- 6 holiday occurs or is observed on the first scheduled work day of the
- 7 biweekly work period.
- 8
- 9 (1) A newly hired unit member shall not qualify for paid holiday
- 10 absence for a holiday occurring or observed on the first
- 11 scheduled work day(s) of the initial biweekly work period.
- 12
- 13 (2) A continuing unit member returning from layoff or leave of
- 14 absence, whose first scheduled workday is the day after a
- 15 holiday, shall qualify for paid holiday absence for the holiday.
- 16
- 17 d. The holiday itself, as demonstrated by actually working on the
- 18 holiday.
- 19

20 D. Work on a Holiday.

21

- 22 1. The Employer may require unit members to work on a paid holiday. The
- 23 Employer specifically reserves the sole discretion to schedule or not
- 24 schedule unit members on a paid holiday. If it is determined that
- 25 bargaining unit work is necessary for any contract holiday, the Employer
- 26 shall first seek qualified volunteers from the affected work unit from
- 27 among the employees who normally perform the work. Assignments
- 28 from qualified volunteers shall be based on seniority. If there are not
- 29 enough qualified volunteers to perform the necessary work, the
- 30 Employer shall assign the holiday work to bargaining unit members from
- 31 among the employees who normally perform the work, based on
- 32 inverse seniority in the affected work unit.
- 33
- 34 2. Payment for work on a holiday shall be in accordance with Article 19,
- 35 "Hours of Work and Overtime".
- 36
- 37 3. A unit member required to work on a holiday, may upon mutual
- 38 agreement with the Appointing Authority, take another day in the same
- 39 biweekly work period as a holiday.
- 40

41

42

43 **Article 21**

44

45 **PAID ANNUAL LEAVE**

46

- 47 A. Initial Leave. Upon hire, each unit member in a permanent position shall be
- 48 credited with an initial annual leave grant of sixteen (16) hours which shall be
- 49 immediately available, upon approval of the Appointing Authority, for such
- 50 purposes as voting, religious observance, and necessary personal business.
- 51 The sixteen (16) hours initial grant of annual leave shall not be credited to a
- 52 unit member more than once in a calendar year.
- 53

- B. Accrual. Subsequent to the initial grant of sixteen (16) hours, annual leave shall not be credited and available for use until the unit member has completed seven hundred twenty (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 for purposes of annual leave accrual. A unit member in a permanent position shall be entitled to annual leave with pay for each eighty (80) hours of paid service as follows:

ANNUAL LEAVE ACCRUAL TABLE

<u>Service Credit</u>			<u>Annual Leave</u>
0-1 years	(0-2,079 hours)	=	4.0 hours/80 hours service
1-4 years	(2,080-10,399 hours)	=	4.7 hours/80 hours service

Additional Accrual. Unit members in a permanent position who have completed five years (10,400 hours) of currently continuous service shall earn annual leave with pay in accordance with their total classified service including military leave, subsequent to January 1, 1938 as follows:

ADDITIONAL ACCRUAL TABLE

<u>Service Credit</u>			<u>Annual Leave</u>
5-9 years	(10,400 - 20,799 hours)	=	5.3 hours/80 hours service
10-14 years	(20,800 - 31,199 hours)	=	5.9 hours/80 hours service
15-19 years	(31,200 - 41,599 hours)	=	6.5 hours/80 hours service
20-24 years	(41,600 - 51,999 hours)	=	7.1 hours/80 hours service
25-29 years	(52,000 - 62,399 hours)	=	7.7 hours/80 hours service
30-34 years	(62,400 - 72,799 hours)	=	8.4 hours/80 hours service
35-39 years	(72,800 - 83,199 hours)	=	9.0 hours/80 hours service
40-44 years	(83,200 - 93,599 hours)	=	9.6 hours/80 hours service
45-50 years	(93,600 - 103,999 hours)	=	10.2 hours/80 hours service

- C. Additional Credit. Solely for the purpose of additional annual leave and longevity compensation, a unit member shall be allowed state service credit for:

1. Employment in any excepted or exempted position as provided for in Civil Service Rules dated May, 1983, Sections 2-1 and 2-2 in state government which preceded entry into the state classified service;
2. Up to five (5) 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 a unit member separates from employment and subsequently returns, military service previously credited shall not count as current continuous state service for purposes of requalifying for additional annual leave or longevity compensation if the unit member previously qualified for and received these benefits.

- D. Crediting.

1. 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

1 be available for use only in biweekly work periods subsequent to the
2 biweekly work period in which it is earned.

3
4 2. When paid service does not total eighty (80) hours in a biweekly work
5 period, the balance shall carry forward to subsequent biweekly work
6 periods.

7
8 3. No annual leave shall be authorized, credited or accumulated in excess
9 of the schedule below except that a unit member who is suspended or
10 dismissed in accordance with this Agreement and who is subsequently
11 returned to employment with full back benefits by an arbitrator under
12 Article 9, shall be permitted annual leave accumulation in excess of the
13 schedule below. Any excess thereby created shall be liquidated within
14 one (1) year from date of reinstatement by means of paid time off work
15 or forfeited. If the unit member separates from employment, for any
16 reason during that one year grace period, the unit member or
17 beneficiary shall be paid for no more than the maximum as indicated
18 below of unused credited annual leave.

19
20 E. Final Average Compensation. No annual leave in excess of two hundred
21 forty (240) hours shall be included in final average compensation for
22 purposes of calculating the level of retirement benefits.

23
24 ANNUAL LEAVE ACCUMULATION CAP

<u>Service Years</u>	<u>Accumulation Cap</u>
1 - 4	240
5 - 9	255
10 - 14	270
15 - 19	285
20 - 24	290
25 - 50	300

25
26
27
28
29
30
31
32
33 F. Personal Leave Day. Effective October 1, 1988, non-probationary unit
34 members shall be entitled to two (2) personal leave days to be used in
35 accordance with normal requirements for annual leave usage. These leave
36 days shall be credited to annual leave balances on October 1, 1988, and
37 thereafter on each ensuing October 1.

38
39 G. Annual Leave Bank Donations.

40
41 1. Right to Receive Annual Leave Donations. Except as otherwise
42 provided in this Article, annual leave credits may be transferred to other
43 employees under the following conditions:

44
45 a. The receiving employee has successfully completed his/her initial
46 probationary period and faces financial hardship due to serious
47 injury or the prolonged illness of the employee or his/her dependent
48 spouse, child or parent.

49
50 b. The receiving employee has exhausted all leave credits.

51
52 c. The receiving employee's absence has been approved.

53

- 1 d. An employee may receive a maximum of thirty (30) work days by
2 direct transfer of annual leave from employees within their
3 employing department. The right to donate hours and receive
4 hours through direct transfer is not limited to employees in this
5 bargaining unit where reciprocal agreements exist with other
6 exclusive representatives or provided for in the Civil Service Rules
7 and Procedures for Non-Exclusively Represented Employees.
8
- 9 e. An employee in this Bargaining Unit may receive a maximum of
10 thirty (30) work days from the leave bank provided in this Section.
11 The thirty (30) work day maximum will be reduced by any hours
12 received through direct transfer.
13
- 14 f. If the receiving employee returns to work with unused donated
15 hours, those hours shall be transferred to the leave bank.
16

17 2. The Right to Donate Annual Leave Hours

- 18
- 19 a. Annual Leave donations must be for a minimum of eight (8) hours
20 and a maximum of forty (40) hours annually and donations shall be
21 in whole hour increments.
22
- 23 b. Employee donations are irrevocable.
24
- 25 c. The Office of the State Employer and MPES shall each designate
26 one (1) representative to review requests and determine eligibility
27 to receive hours from the MPES leave bank.
28
- 29 d. Donations to the leave bank shall be made once a year at a date
30 designated by the Employer. A direct transfer of annual leave may
31 occur at any time. Employee base hours shall be converted to their
32 monetary equivalent and deposited in a central Employer account
33 for direct transfers to employees and to the leave bank.
34
- 35 3. This Section shall take effect as soon as administratively possible after
36 approval by the Civil Service Commission, unless a legislative waiver
37 would be required, in which case, it will take effect on October 1, 1996.
38

39 H. School Participation Leave

- 40
- 41 1. Intent. The parties recognize the positive role parental and other adult
42 involvement in school activities plays in promoting educational success.
43
44 The parties intend by this Section to foster employee involvement in
45 educational programs.
46
- 47 2. Leave Credits. Effective October 1, 1996, permanent non-probationary
48 employees shall annually receive eight (8) hours of paid school
49 participation leave to be used in accordance with normal requirements
50 for annual leave usage, provided, however, that such leave may be
51 utilized in increments of one (1) hour if requested.
52

Employees may use the leave to participate in any education activity including but not limited to, tutoring, field trips, classroom programs, school committees, including preschool programs.

The use of the leave is intended for active participation in school programs and not for mere attendance at extra-curricular activities.

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

To request school participation leave, employees shall complete a school participation leave form provided by the Employer.

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

Article 22

PAID SICK LEAVE

A. Allowance. Every unit member in a permanent position 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.

1. 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 is forwarded to subsequent biweekly work periods.

2. Sick leave shall not be allowed in advance of being earned. If a unit member 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 and annual leave credits, payroll deduction (lost time) for the time lost shall be made for the work period in which the absence occurred. The unit member may elect not to use annual leave to cover such absence.

B. Utilization. Sick leave may be utilized by a unit member with the approval of the Appointing Authority for the following reasons:

1. In the event of illness, injury, temporary disability, or exposure to contagious disease endangering others, or for illness or injury in the immediate family, which necessitates absence from work. "Immediate family" in such cases means the unit member's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any

1 persons for whose financial or physical care the unit member is
2 principally responsible.

3
4 2. Sick leave may be used for absence caused by the attendance at the
5 funeral of a relative, or person for whose financial or physical care the
6 unit member has been principally responsible.

7
8 3. Sick leave may also be used for an appointment with a physician,
9 dentist, or other professional licensed medical practitioner to the extent
10 of time required to complete such appointments when it is not possible
11 to arrange such appointments for non-duty hours. For purposes of this
12 Section, the terms doctor and other licensed medical practitioner shall
13 include a psychologist and/or chiropractor only if such practitioner is
14 licensed by a state, and only if such appointment is a result of a direct
15 referral by a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy
16 (D.O.).

17
18 4. A unit member may also use sick leave for a health screening
19 appointment at an authorized Employer operated health screening unit.

20
21 C. Disability Payment. In case of a work incapacitating injury or illness for which
22 a unit member is or may be eligible for work disability benefits under the
23 Michigan Workers' Disability Compensation law, such unit member, with the
24 approval of the Appointing Authority, may be allowed salary payment which,
25 with the work disability benefit, and any other statutory benefit, equals
26 two-thirds (2/3) of the base salary or wage. Leave credits may be utilized to
27 the extent of the difference between such payment and the unit member's
28 base salary or wage.

29
30 D. Pay for Accumulated Sick Leave
31 (Employees Initially Hired Before 10/1/80).

32
33 1. A unit member who separates from the state classified service for
34 retirement purposes in accordance with the provisions of a State
35 Retirement Act shall be paid for fifty percent (50%) of unused
36 accumulated sick leave as of the effective date of separation, at the unit
37 member's final base rate of pay.

38
39 2. Upon separation from the state classified service for any reason other
40 than retirement or death, the unit member shall be paid for a percentage
41 of unused accumulated sick leave in accordance with the following table
42 of values. Payment shall be made at the unit member's final base rate
43 of pay.

44

<u>Sick Leave Hours</u>	<u>Percentage Paid</u>
45 Less than 104	46 0
47 104 - 208	48 10
49 209 - 416	50 20
51 417 - 624	52 30
53 625 - 832	54 40
55 832 or more	56 50

57
58 3. No payoff under this Section shall be made to any unit member initially
59 appointed to the state classified service on or after October 1, 1980.

- 1 E. Proof. All requests for use of sick leave shall be certified by the unit member
2 as to its purpose. The Appointing Authority may require that a unit member,
3 at the Appointing Authority's cost, present medical certification of physical or
4 mental fitness to continue working.
5
- 6 F. Return to Service. Previous unused sick leave allowance shall be placed to
7 the credit of a laid off unit member upon return to permanent employment
8 within five (5) years of such layoff. A separated unit member who received
9 payment for unused accumulated sick leave under this Section and who
10 returns to service shall not be credited with any previous sick leave
11 allowance.
12
- 13 G. Transfer. Any unit member who transfers, or who is reassigned without a
14 break in service from one principal Department to another shall be credited
15 with any unused accumulated sick leave balance by the principal Department
16 to which transferred or reassigned.
17
18
19

Article 23

UNPAID LEAVE

- 22
23
- 24 A. Eligibility. Unit members shall have the right to request a leave of absence
25 without pay in accordance with the provisions of this Article after the
26 successful completion of their probationary period.
27
- 28 B. Request Procedure. Any request for a leave of absence without pay shall be
29 submitted in writing by the unit member to the unit member's immediate
30 supervisor at least, except under emergency circumstances, thirty (30)
31 calendar days in advance of the proposed commencement date for the leave.
32 The request shall state the reason for and the length of the leave of absence
33 being requested.
34
- 35 The immediate supervisor shall consult with the Appointing Authority and
36 furnish a written response within twenty (20) calendar days of the request.
37
- 38 C. Approval. Except as otherwise provided in this Agreement, unit members may
39 be granted a leave of absence without pay at the discretion of the Appointing
40 Authority for a period up to six (6) months. The Appointing Authority shall
41 consider its operational needs, the unit member's length of service,
42 performance record and leave of absence history in reviewing requests for
43 a leave of absence. Appointing Authority determinations under this Section
44 shall not be arbitrary, discriminatory or capricious. Only under bona fide
45 mitigating circumstances may a leave of absence be extended beyond six (6)
46 months. A unit member may elect to carry a balance of annual leave not to
47 exceed eighty (80) hours during a leave of absence. An annual leave balance
48 in excess of eighty (80) hours up to a maximum of two hundred forty (240)
49 hours may be carried with the written approval of the Appointing Authority.
50 Such leave balances shall be made available to the unit member upon return
51 from a leave of absence but may be utilized only with prior approval of the
52 Appointing Authority.
53

1 Payment for annual leave due a unit member who fails to return from a leave
2 of absence shall be at the unit member's last rate of pay.
3

- 4 D. Educational Leave of Absence. The Appointing Authority may approve an
5 individual unit member's written request for a full-time educational leave of
6 absence without pay for an initial period of time up to one (1) year if the unit
7 member fulfills the following criteria.
8

9 To qualify for such an educational leave, the unit member must be admitted
10 as a full-time student as determined by the established requirements of the
11 educational institution relating to full-time status. Before the leave of absence
12 can become effective, a curriculum plan and proof of enrollment must be
13 submitted by the unit member to his/her Appointing Authority. At the request
14 of the Appointing Authority, the unit member shall provide evidence of
15 continuous successful full-time enrollment in such curriculum plan in order to
16 remain on or renew such leave. Such education shall be directly related to
17 the unit member's field of employment. Such unit member may return early
18 from such a leave upon approval by the Appointing Authority. The Appointing
19 Authority shall approve or deny the request for leave of absence without
20 undue delay. Any denial shall include written explanation of the denial, if
21 requested by the unit member.
22

- 23 E. Medical Leave of Absence. Upon depletion of accrued sick leave credits, a
24 unit member upon request may be granted a leave of absence for a period
25 of up to six (6) months upon providing required medical information for
26 personal illness, injury or temporary disability necessitating his/her absence
27 from work, if that unit member is in satisfactory employment status. The unit
28 member's request shall include a written statement from the unit member's
29 physician indicating the specific diagnosis and prognosis necessitating the
30 unit member's absence from work and the expected return to work date.
31

32 A request to extend a medical leave of absence for an additional six (6)
33 months may be granted at the sole discretion of the Appointing Authority. The
34 Appointing Authority, in considering requests for extension, will consider
35 verifiable medical information that the unit member can return to work at the
36 end of the extension period with the ability to fully perform the job.
37

38 The Appointing Authority reserves the right to have the unit member
39 examined by a physician selected and paid by the Appointing Authority for
40 the unit member's initial request, extension and/or return to work.
41

- 42 F. Military Leave. Whenever a unit member enters into the active military service
43 of the United States, the unit member shall be granted a military leave of
44 absence as provided under Civil Service Commission rule and applicable
45 statutes.
46

- 47 G. Waived Rights Leave of Absence. The Appointing Authority may grant a
48 waived rights leave of absence to a unit member in those situations when a
49 unit member must leave his/her position for reason beyond his/her control
50 and for which a regular leave of absence is not granted. Unit members do not
51 have the right to return to State service at the end of a waived rights leave of
52 absence but will have the continuous nature of their service protected,
53 provided they return to work prior to the expiration of such leave. All requests
54 for a waived rights leave of absence must be made to the unit member's

Appointing Authority in writing specifying the reason for the request. A unit member granted a waived rights leave of absence may not carry any annual leave balance during such leave.

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

I. Maternity/Paternity Leave. Upon written request, a unit member shall, after the birth of his/her child, or adoption of a child, be granted maternity/paternity leave for up to six (6) months. Maternity leave shall commence immediately following the mother's medical leave or upon adoption of a child. Paternity leave shall commence no later than six (6) weeks following delivery or upon adoption of a child. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. The Employer may grant an extension of such leave upon request of the employee based on operational needs of the Employer. The Employer shall consider requests for annual leave immediately prior or subsequent to maternity/paternity leaves in the same manner as requests for annual leave at other times.

J. Benefit Continuation. Unit members who are granted a leave of absence may elect to continue enrollment in the Group Basic and Major Medical Plan (or alternative plan) at the time the leave begins. Such unit members shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. This provision shall be administered in conjunction with the LTD provisions of Article 24, Section K.5. Such unit members may likewise elect to continue enrollment in the Group Dental Plan and/or Group Vision Plan for up to eighteen (18) months by paying the full amount of the premium.

K. Family and Medical Leave Act Implementation. Except as otherwise provided by specific further agreement between the Society 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 ("FMLA" or "Act") which takes effect for the Scientific and Engineering bargaining unit on February 5, 1994.

1. Employee Rights. Rights provided to employees under the terms of the collective bargaining agreement are not intended to be diminished by this Section. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.

2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the applicable collective bargaining agreement.

3. Computation of the "Twelve Month Period". The parties agree that an eligible employee is entitled to a total of twelve 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 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 a serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee ("medical leave").

5. 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.

6. 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(s) between the Union and the Employer. Any such complaints may be filed by an employee directly with the employee's Appointing Authority. 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(s) between the undersigned Union and the Employer.

7. Eligible Employee. For purposes of FMLA Family Care Leave, eligible employees are those employees who have been employed by the Employer for at least twelve months and have worked at least 1,250 hours in the previous twelve months. An employee's eligibility for contractual leaves of absence remain unaffected by this Section, however, such leaves 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 Section, it means, "eligible employee". For purposes of FMLA leave eligibility "employed by the Employer" means "employed by the State of Michigan".

1 8. Twelve Work Weeks During a Twelve Month Period. An eligible
2 employee is entitled under the Act to a combined total of twelve work
3 weeks of FMLA leave during a twelve month period.

4
5 9. General Provisions.

6
7 a. Time off from work for a qualifying purpose under the Act ("FMLA
8 leave") will count towards the employee's unpaid leave of absence
9 guaranteed as provided by an applicable collective bargaining
10 agreement. Time off for family care leave will be as provided under
11 the Act.

12
13 b. Employees may request and shall be allowed to use accrued
14 annual or personal leave to substitute for any unpaid FMLA leave.

15
16 c. The Employer may designate a Leave of Absence under Plan C of
17 the Voluntary Work Schedule Adjustment Program ("VWSAP") as
18 an FMLA leave if the employee provides information to the
19 Employer that the leave is for a qualifying purpose under the Act,
20 prior to the end of the leave. A Plan A reduced work schedule
21 under the VWSAP may be designated by the Employer as an FMLA
22 leave if the employee provides information to the Employer that the
23 leave is for a qualifying purpose under the Act.

24
25 d. Employees may request to use accrued sick leave to substitute for
26 unpaid FMLA leave for the employee's own serious health condition
27 or serious health condition of the employee's spouse, child, or
28 parent.

29
30 e. The Employer may temporarily reassign an employee to an
31 alternative position at the same classification and level in
32 accordance with the Collective Bargaining Agreement when it is
33 necessary to accommodate an intermittent leave or reduced work
34 schedule in accordance with the Act. Such temporary
35 reassignment may occur when the intermittent leave or reduced
36 work schedule is intended to last longer than a total of ten
37 workdays, whether consecutive or cumulative. Whenever possible,
38 the Employer shall make reasonable efforts to reassign employees
39 within their current work location. For purposes of Layoff and
40 Recall, employees shall be considered to be in the layoff unit
41 applicable to the employee's permanent position. Upon completion
42 of an FMLA leave, employees shall be returned to their original
43 positions in accordance with the Act.

44
45 f. Second or third medical opinions, at the Employer's expense, may
46 be required from health care providers where the leave is
47 designated as counting against an employee's FMLA leave
48 entitlement in accordance with the Act.

49
50 g. Return to work from an FMLA leave will be in accordance with the
51 provisions of the Act and the collective bargaining agreement.

52
53 10. Insurance Continuation. Health Plan benefits will continue in
54 accordance with the Act.

- 1 11. Medical Leave. Up to twelve work weeks of paid or unpaid medical
2 leave during a twelve month period, granted pursuant to the collective
3 bargaining agreements, may count towards an eligible employee's
4 FMLA leave entitlement.
5
- 6 12. Annual Leave. When an employee requests to use annual or personal
7 leave, and it is determined, based on information provided to the
8 Employer by the employee or the employee's spokesperson (in the
9 event the employee is incapacitated or otherwise designates a point of
10 contact) that the time is for a qualifying purpose under the Act, the
11 Employer may designate the time as FMLA leave and it will be counted
12 against the employee's 12 work week FMLA leave entitlement if the time
13 is either:
14
- 15 a. To substitute for an unpaid intermittent or reduced work schedule;
16
- 17 b. When the absence from work is intended to be for five or more work
18 days.
19
- 20 13. Sick Leave. An employee may request to use sick leave to substitute
21 for unpaid leave taken for a qualifying purpose under the Act.
22 Contractual requirements that employees exhaust sick leave before a
23 medical leave commences shall continue. In addition, employees will
24 be required to exhaust sick leave credits before a FMLA Family Care
25 leave commences. If it is determined, based on information provided to
26 the Employer by the employee or the employee's spokesperson (in the
27 event the employee is incapacitated or otherwise designates a point of
28 contact) that the time is for a qualifying purpose under the Act, the
29 Employer may designate the time as FMLA leave and it will be counted
30 against the employee's 12 work week FMLA leave entitlement if the time
31 is either:
32
- 33 a. To substitute for an unpaid intermittent or reduced work schedule;
34 or
35
- 36 b. When the absence from work is intended to be for five or more work
37 days. Annual leave or personal leave used in lieu of sick leave may
38 be likewise counted.
39
- 40 14. Parental Leave. Except as specifically provided herein, contractual
41 parental leave guarantees are unaffected by implementation of FMLA.
42 An employee's entitlement to parental leave will expire and must
43 conclude within twelve months after the birth, adoption, or foster care
44 placement of a child. However, in accordance with the Act, an eligible
45 employee is only entitled to twelve work weeks of leave for foster care
46 placement of a child. Contractual parental leave extensions beyond
47 twelve months shall be administered as provided in an applicable
48 collective bargaining agreement. Up to twelve work weeks of leave will
49 be counted towards the FMLA leave entitlement. An employee may
50 request to substitute annual or personal leave for any portion of the
51 unpaid parental leave. Intermittent or reduced work schedules may only
52 be taken with the Employer's approval.
53
54

Article 24

FRINGE BENEFITS AND INSURANCES*Special Index*

COBRA	81
Cost Containment Plan	68
<i>The Plan</i>	68
<i>Pre-Certification of Hospital Admission and Length of Stay</i>	68
<i>Second Surgical Opinion</i>	69
<i>Home Health Care</i>	69
<i>Alternative Delivery Systems</i>	69
<i>Generic Drugs</i>	70
<i>Labor Management Committee</i>	70
<i>Wellness Plan</i>	70
<i>Health Risk Appraisal</i>	70
Dental Plans	71
Duty to Bargain Over Changes	81
Employee Residence Change	67
Flexible Benefits Plan	65
Group Basic and Major Medical Insurance Plans	65
<i>Premium Splits</i>	65
<i>Co-Pay</i>	65
<i>Psychiatric Services</i>	65
<i>Deductibles for Major Medical</i>	65
<i>Stop Loss</i>	65
<i>Non-Par Provider</i>	65
<i>Room Coverage</i>	66
<i>Dependent Coverage Upon Unit Member's Death</i>	66
<i>Hearing Care Program</i>	66
<i>Health Maintenance Organizations (HMOs)</i>	66
<i>PPOs and Other Managed Health Care Approaches</i>	67
Life Insurance	76
Long-Term Disability	75
Mental Health and Substance Abuse Services PPO	77
Open Enrollment Periods	81
Prescription Drugs	68
Prostate Specific Antigen (PSA) Screening	70
Smoking Cessation Expense Reimbursement	81
Participating Provider Incentive (PPI)	67
<i>Waiver of Co-Pay and Deductible</i>	67
<i>Deductible/Basic Services</i>	67
<i>Deductible /Major Medical Services</i>	67
Vision Care Plan	74

1 A. Flexible Benefits Plan.

- 2
- 3 1. Bargaining unit employees shall be eligible to participate in a flexible
- 4 benefits plan, as described in the letter of understanding between the
- 5 parties entitled "Flexible Benefits Plan" which is found in Appendix L of
- 6 this Agreement. It is understood and agreed that enrollment in the group
- 7 insurance options offered under the flexible benefits plan will be part of
- 8 the annual open enrollment process.
- 9

10 B. Group Basic and Major Medical Insurance Plans (State Health Plan as

11 Administered by Blue Cross/Blue Shield of Michigan).

12

- 13 1. Premium Splits. Except as provided within this Article, the Employer
- 14 shall maintain the existing Group Basic and Major Medical Health
- 15 Insurance coverages. The Employer shall pay ninety-five percent (95%)
- 16 of the premiums for the Health Plan.
- 17
- 18 2. Co-Pay. The reimbursement under Major Medical shall be ninety
- 19 percent (90%). [See Section C.1. of this Article.]
- 20
- 21 3. Psychiatric Services. Reimbursement for out-patient psychiatric
- 22 services under Major Medical shall be at ninety percent (90%) with a
- 23 \$3,500 per person maximum benefit per year. [See Section M. of this
- 24 Article.]
- 25
- 26 4. Deductibles for Major Medical. The family deductible under major
- 27 medical shall be \$100.00 per calendar year. [See Section C.1. of this
- 28 Article.] Effective 1/1/97, the major medical annual deductibles are
- 29 increased to \$100/individual, \$200/family. Effective 1/1/99, the major
- 30 medical annual deductibles are increased to \$150/individual,
- 31 \$300/family.
- 32

33 Stop Loss. Effective 1/1/97, the annual stop-loss limit is increased from

34 \$500 to \$750. Effective 1/1/99, the annual stop-loss limit is increased

35 to \$1,000.

36

37 Non-Par Provider. Effective 1/1/97, covered charges by a provider who

38 is not a participating ("par") provider with BCBSM will be reimbursed at

39 the par provider usual customary and reasonable (UCR) rate if 75% or

40 more of the providers of that specialty area of practice in the county in

41 which the member resides are par providers. For purposes of this

42 Section, a provider's status as par or non-par will be established at the

43 beginning of the plan (calendar) year and will be considered unchanged

44 throughout the year. The member will be responsible for the remaining

45 balance of the billed charges, and this amount will not count toward the

46 member's deductible or stop-loss limit. The joint SEIU/OSE Health Care

47 Committee shall determine what specialty areas of practice will be

48 clustered together for purposes of determining the population of

49 providers upon which the 75% calculation will be made.

50

51 Covered charges by a non-par provider for a member residing in a

52 county where less than 75% of the providers of that type are par

53 providers will be reimbursed at the level of billed charges, less any

54 applicable deductible and co-payment. This does not preclude BCBSM

1 from contracting directly with such provider for a lower fee on specific
2 services.

3
4 If a member is under a course of treatment and the provider changes
5 from par to non-par status, billed charges will be paid, regardless of the
6 percentage of the providers of that type in the county, until that course
7 of treatment has been completed.

8
9 The state will arrange for BCBSM to provide information on a quarterly
10 basis on reimbursements under this system to the joint SEIU/OSE
11 Health Care Committee. In addition to the activities described below,
12 the Committee will expedite resolution of any problems reported by
13 BCBSM, but nothing will preclude the joint committee from acting on a
14 problem or complaint of an individual prior to receipt of the BCBSM
15 report.

16
17 The State and the SEIU Coalition will arrange for BCBSM to make
18 concerted efforts to increase the number of par providers in those areas
19 in which the level of participation is less than 75% by specialty area of
20 practice. This may include providing additional incentives to providers.
21 In addition, upon request, the State will direct BCBSM to provide letters
22 to members for forwarding to their own physicians (if they are not par
23 providers), requesting them to become par providers for their own case,
24 if not in full. This letter will not be released unless approved by the
25 State and the SEIU locals.

26
27 5. Room Coverage. The Health Benefits Plan will pay benefits for a private
28 room only for the purpose of medically necessary isolation.

29
30 6. Dependent Coverage Upon Unit Member's Death. Health plan coverage
31 for enrolled dependents will cease the thirtieth (30th) day after a unit
32 member's death unless the covered unit member is eligible for an
33 immediate pension benefit from the State Employee Retirement System.

34
35 7. Hearing Care Program.

36
37 a. The Hearing Care Program shall be available to employees enrolled
38 in the State Health Plan.

39
40 b. Effective October 1, 1989 the binaural hearing benefit shall be
41 available to employees in this bargaining unit. Hearing care benefits
42 are payable once in every thirty-six (36) consecutive months and
43 subject to certain maximum allowable amounts.

44
45 8. Health Maintenance Organizations (HMO).

46
47 a. As an alternative to the State-sponsored health insurance program,
48 enrollment in an HMO shall be offered to those unit members
49 residing in areas where qualified, licensed HMO's are in operation.
50 The state shall pay the same dollar value contribution toward HMO
51 membership (per enrolled employee) as is paid to the
52 State-sponsored health insurance program for both unit member
53 and unit member/dependent coverage, except where the
54 membership cost is less than the State-sponsored health insurance

1 program premium. In such case, the State shall pay that rate
2 published by the Department of Civil Service, which is currently one
3 hundred percent (100%) of the HMO membership cost.

4
5 b. The parties agree that if the Federal statute and/or implementing
6 regulations governing HMO's are changed during the life of this
7 Agreement, the implementation of any changes in the current HMO
8 plans shall be negotiated with the Society.

9
10 c. Employee Residence Change. If an employee moves to a new
11 permanent residence outside of the service area of an authorized
12 HMO in which the employee is enrolled, the employee may transfer
13 his/her health care coverage to the State Health Plan or to another
14 authorized HMO serving the new residential area.

15
16 9. PPOs and Other Managed Health Care Approaches. Within the
17 framework of the joint committee on health care reform established by the
18 parties' letter of agreement in support of National Health Care Reform,
19 Appendix I of this Agreement, the parties agree to establish additional
20 specific subcommittees for the purpose of jointly exploring the
21 introduction of PPOs and other managed health care approaches within
22 the unit. The creation, administration and specific responsibilities of these
23 subcommittees shall be in accordance with the parties letter of
24 understanding, dated 11/16/92, Appendix J of this agreement.

25
26 C. State Health Plan - Participating Provider Incentive (PPI). [See also Appendix
27 M]

28
29 1. Waiver of Co-Pay and Deductible. Effective October 1, 1988 the Major
30 Medical co-pay of ten percent (10%) and \$50 individual/\$100 family
31 deductible will be waived for employees and dependents who use
32 "participating providers" (a participating provider as defined by Blue Cross
33 Blue Shield). This is not applicable to chiropractic and out-patient
34 psychiatric.

35
36 2. Deductible/Basic Services. Effective October 1, 1988 the Blue Cross
37 Blue Shield usual and customary par provider screen (UCR) will be
38 adopted for all Basic Services. Employees who use non-par providers for
39 these Basic Services will be responsible for any amount in excess of the
40 BCBS UCR screen amount. There will be stop loss amount of \$100
41 individual/\$200 family for these excess charges.

42
43 3. Deductible/Major Medical Services. For Major Medical services,
44 employees who use non-par providers will continue to be responsible for
45 the \$50 individual/\$100 family deductible and the ten per cent (10%) co-
46 pay.

47
48 4. Effective December 31, 1999, the waiver of co-payments and deductibles
49 for using "preferred providers" in the Scientific and Engineering Unit is
50 terminated.

51
52

1 D. Prescription Drugs.

2
3 Effective October 1, 1996, Bargaining Unit members will be enrolled in the
4 Alternative Prescription Drug PPO (currently administered by Value RX).

- 5
6 1. Prescription Drug/Participating Pharmacy. Prescription drug coverage
7 shall be on a participating pharmacy basis with a \$2.00 co-pay for each
8 prescription filled. Effective 10/1/96, the co-payment level on covered
9 prescriptions shall be increased to \$7.00 per brand name prescription.
10 The co-pay for generic prescriptions will remain \$2.00. The brand name
11 co-payment (\$7.00) will apply to DAW prescriptions and will also apply
12 when there is no generic substitute.

13
14 The brand name co-payment will not apply for drugs with patents
15 scheduled to expire during the period of the contract, but for which
16 Congress has specifically extended the patent protection. When the
17 patent has expired, the brand name co-payment will apply

- 18
19 2. Prescription Drug/Mail Order. The Employer shall continue the mail order
20 prescription drug option for maintenance drugs. At the employee's option,
21 an employee may elect to purchase maintenance prescription drugs
22 through the mail order option. There shall be no co-pay for prescriptions
23 filled through the mail order option.

24
25 E. Cost Containment Plan; (A Program to Reduce Unnecessary Utilization and
26 Distinguish Elective and Necessary Treatment.)

- 27
28 1. The Cost Containment Plan is a program to effectuate cost containment,
29 without reducing the quality of health care, through modification of
30 wasteful and excessive practices and procedures. The Plan shall be
31 administered by a third party Administrator ("Administrator") and take
32 effect October 1, 1985. It consists of five principal components:

- 33
34 a. *Pre-Certification of Hospital Admission and Length of Stay;*
35 b. *Second Surgical Opinion Program;*
36 c. *Home Health Care;*
37 d. *Alternative Delivery Systems; and*
38 e. *Generic Drugs.*

- 39
40 a. Pre-Certification of Hospital Admission and Length of Stay. The Plan
41 shall provide that, whenever a unit member or an enrolled family
42 member is admitted to the hospital, the attending physician shall
43 obtain pre-certification for admission and length of stay from the
44 Administrator. If the admission is not an emergency, the attending
45 physician shall submit the diagnosis, plan of treatment, and expected
46 duration of stay to the Administrator for review prior to admitting the
47 covered individual into a hospital. The Administrator shall promptly
48 approve or reject the admission and length of stay. If the admission
49 occurs as an emergency, the attending physician shall notify the
50 Administrator of the same information by telephone on the next
51 working day after the admission occurs. An admission for a maternity
52 delivery does not require advance approval; however, the attending
53 physician must notify the Administrator before the expected
54 admission date to obtain length of stay approval.

- 1
2
3
4
5
6
7
8
9
- b. Second Surgical Opinion. Effective October 1, 1989, the mandatory Second Surgical Opinion Program shall be modified as set forth herein and referred to as Focused Second Surgical Opinion. The Focused Second Surgical Opinion shall be part of the pre-certification for hospital admission. A list of elective surgeries will be provided in the State Health Care Plan Benefit Booklet. The list of surgeries may be reviewed in the Labor-Management Health Care Committee, and upon mutual agreement modified.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

The attending physician shall initiate the second opinion referral at the time the physician contacts the third party administrator for pre-certification for admission. Based upon the medical data provided and the procedure to be done, the physician shall 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 requirement will be waived when an appointment with an appropriate consultant cannot be scheduled within three (3) weeks or as otherwise provided in this Section. In the event that no board certified specialist is available within 100 miles of the employee's residence, the second opinion requirement will be waived. If the unit member has to drive 51 - 100 miles one way from his/her residence to get the second opinion, the unit member shall be reimbursed for mileage for all of those miles over fifty (50) one way at the in lieu of rate then in effect.

28
29
30
31
32
33
34
35

The Plan shall provide full reimbursement for the second surgical opinion and necessary tests. If the second opinion differs from the first opinion, the covered individual may elect to seek a third opinion which shall be paid for in full by the Plan. 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.

36
37
38
39
40

While unit members, enrolled family members and physicians will be required to follow the Plan procedures beginning October 1, 1985, there will be no limitation on benefits during the life of this Agreement.

- 41
42
43
44
45
46
47
48
49
50
51
52
- c. Home Health Care. The Plan shall also provide for an optional program of Home Health Care Services in lieu of a hospital confinement. The attending physician may contact the Administrator for authorization of Home Health Care Services. In order for the Administrator to authorize Home Health Care Services the attending physician must certify, that absent the services and supplies provided as a part of the Home Health Care Program, the proper treatment of the disease or injury would require hospital admission or continued hospital confinement. Unit members and enrolled family members who elect Home Health Care Services shall be covered for one hundred percent (100%) of the expenses incurred.

- 53
54
- d. Alternative Delivery Systems. The Plan shall also provide the option of hospice care and birthing center care in lieu of hospital

confinement. Unit members and enrolled family members who elect hospice care and birthing center care shall be covered for one hundred percent (100%) of the expenses incurred.

e. Generic Drugs. [See Section D above.]

2. Labor Management Committee. The parties agree to establish a Labor Management Committee to review the procedures, communications materials which will be provided to unit members, and benefit booklets prior to the implementation of The Plan. These committee responsibilities shall commence during fiscal year 1984-85. The committee shall review procedural matters, however, any changes in the specific provisions of the plan as described herein shall be subject to negotiations.

Each exclusively recognized employee organization shall be entitled to designate one (1) representative to participate in the Labor-Management Committee.

The appeal procedures established by the third party Administrator shall be a proper subject for review and recommendations by the Labor-Management Committee.

3. Wellness Plan. Wellness and preventative coverage is as follows:

- a. Pap Tests annually.
- b. Mammography in accordance with American Cancer Society guidelines.
- c. Well Child Care through 24 months.
- d. Annual Exams from 24 months of age through age 19.
- e. Immunizations and Lab Tests through age 19.
- f. Prostate Specific Antigen (PSA) screening [See Section F. below].

4. Health Risk Appraisal. The Employer agrees to make a Health Risk Appraisal Program available, in cooperation with the Department of Civil Service, to bargaining unit members who wish to participate. Such program shall consist of a health assessment questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the Employer, the Union, or third parties.

- F. Prostate Specific Antigen (PSA) Screening (Effective 1994). The parties agree to include as part of the Wellness and Preventative Coverage in the State Health Plan a prostate screening antigen test to be administered in accordance with American Cancer Society guidelines when accompanied by an examination by a physician.

- G. Dental Plans. Bargaining Unit employees are eligible for any one of four dental plans; 1) Group Dental; 2) Group Dental PPO; 3) Dental Maintenance Organization; 4) Preventative Dental Plan under "Flexible Benefits".

1. Group Dental Expense Plan.

- a. Effective October 1, 1988, the Employer shall pay ninety-five percent (95%) of the applicable premium for unit members enrolled in the Group Dental Expense Plan.
- b. Benefits payable under the Dental Expense Plan will be as follows: Ninety percent (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.).
- c. Covered Dental Expenses. The Dental Expense Plan will pay for incurred claims for unit members 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 exclusive of orthodontics for which there is a separate \$1,500 lifetime maximum benefit.
- d. The following services will be paid at the one hundred percent (100%) benefit level:
 - 1) Diagnostic Services: Oral examinations and consultations twice in a calendar year.
 - 2) Preventative Services: Prophylaxis — Teeth cleaning two in a calendar year; Space maintainers for children up to age 14.
- e. The following services will be paid at the ninety percent (90%) benefit level:
 - 1) Radiographs: Bite-wing x-rays once in a fiscal year, unless special need is shown; Full-mouth x-rays once in a five (5) year period, unless special need is shown.
 - 2) Restorative Services: Amalgam, silicate, acrylic, porcelain, plastic and composite restorations; Gold inlay and onlay restorations.
 - 3) Oral Surgery: Extractions, including those provided in conjunction with orthodontic services; Cutting Procedures; Treatment of fractures and dislocations of the jaw.
 - 4) 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.
 - 5) 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).
- f. The following services will be paid at the fifty percent (50%) benefit level:

- 1) Prosthodontic Services: Repair or rebasing of an existing full or partial denture; Initial installation of fixed bridge-work; Initial installation of partial or full removable dentures (including adjustments for six (6) months following installation); Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when five (5) years or more have elapsed since the date of the initial installation).
 - 2) Orthodontic Services: Effective October 1, 1988 covered orthodontic services shall be paid at the sixty percent (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;
 - Effective October 1, 1988 the separate lifetime maximum shall be \$1,500 per enrollee;
 - Orthodontic services for dependents up to age 19;
 - For enrolled employee and spouse, no maximum age;
 - Orthodontic services for dependents up to age 25, if the dependent is a full-time student.
 - 3) Sealants. Effective October 1, 1990, the Dental Plan shall provide for sealants on permanent molars that are free of any restorations or decay. Sealant treatment shall be payable on a per tooth basis with the Plan paying 50% of the reasonable and customary amount of the sealant and the employee paying the remainder. Dependents up to age 14 shall be eligible for the sealant application in accordance with this subsection. The benefit shall be payable for only one application per tooth within a three year period. Under the dental point of service PPO, the Plan will pay 70% of the reasonable and customary amount.
2. State Dental Plan/Preferred Provider Organization (PPO). Employees and dependents enrolled in the State Dental Plan may access the improved benefit levels specified below by utilizing dental care providers that are members of the Point of Service PPO.

	<u>State Dental</u>	<u>State Dental PPO</u>
<u>Benefit</u>	<u>Current Coverage</u>	<u>Enhanced Coverage</u>
Exams	100%	100%
Preventive	100%	100%
Radiographs	90%	100%
Fillings	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Simple Extractions	90%	100%
Complex Extractions	90%	100%
Prosthodontic Repairs	90%	100%
Other Oral Surgery	90%	90%
Adjunctive	90%	90%
Crowns	90%	90%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Sealants (eff. 10/1/90)	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,000	\$1,000
Lifetime Orthodontics	\$1,500	\$1,500

3. Midwestern Dental Maintenance Organization (DMO).

- a. The parties have previously entered into collective bargaining agreements which provide that, working through subcommittees, the parties will explore managed care, preferred provider systems, structural changes in 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. These Agreements were approved by the Civil Service Commission on January 26, 1993.
- b. The parties have now met in subcommittees on numerous occasions, at which they were assisted by the staff of the Department of Civil Service Employee Benefits Division. Pursuant to those subcommittee discussions, the parties now agree that the Midwestern Dental Maintenance Organization will be offered to employees in the bargaining units as a voluntary option to the state's conventional Dental Plan. This option is available to employees in southeastern lower Michigan on April 11, 1993. It will be made available to employees in the mid-Michigan area in the first full pay period of October, 1993 or as soon thereafter as is administratively feasible.
- c. The parties understand that the state-approved service area for the Dental Maintenance Organization program encompasses only certain geographical areas. The Dental Maintenance Organization 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 Dental Maintenance Organization 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 of the usual, customary and reasonable rate of the non-participating provider).

4. Preventative Dental Plan under "Flexible Benefits" options.

J. Vision Care Plan.

1. The Employer will provide a vision care plan paying one hundred percent (100%) of the applicable premium for unit members and unit member/dependent coverage enrolled in the Plan.

2. Vision Plan/Participating Provider.

a. Examination. Payable once in any twelve (12) month period with a unit member co-payment of \$5.00.

b. Lenses and Frames. Payable once in any twenty-four (24) month period with a unit member co-payment of \$7.50 for eyeglass lenses and frames and \$7.50 for medically necessary contact lenses.

Effective October 1, 1988, lenses and frames are payable once in any twelve (12) month period when there is a change in prescription.

c. Effective October 1, 1988 the maximum acquisition cost limit for frames shall be \$25.00.

d. Contact lenses not medically necessary. The plan will pay a maximum of \$90 and the unit member shall pay any additional charge of the provider for such lenses. The co-payment provision under 2(b) is not required.

e. Microscopic lenses where medically necessary. Payable once in any 24 month period with a unit member co-payment of \$7.50.

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.

f. Effective October 1, 1990 the Plan will cover lenses up to 71 millimeters in diameter. If a larger lens is selected, the extra size beyond 71 millimeters is not a covered benefit.

3. Vision Plan/Non-Participating Provider.

a. Vision Testing Examination. The plan will pay seventy-five percent (75%) of the reasonable and customary charge after it has been reduced by the member's co-payment of \$5.00.

b. Eyeglass Lenses. The plan will pay the provider's charge or the amount set forth below, whichever is less.

(1) Regular lenses:

Single Vision	\$13.00/pair
Bifocal	20.00/pair
Trifocal	24.00/pair

(2) Contact lenses:

Medically necessary as defined in Section 2.e. above	\$96.00/pair
Not medically necessary	40.00/pair

(3) Special lenses:

For covered special lenses (e.g., Aphatic, Lenticular and Aspheric) the plan will pay fifty percent (50%) of the provider's charge for the lenses or seventy-five percent (75%) of the average covered vision expense benefits paid to participating providers for comparable lenses, whichever is less.

(4) Additional charges for plastic lenses shall be \$3.00/pair plus benefit provided above for covered lenses.

(5) Additional charges for tints equal to rose tints #1 and #2 shall be \$3.00/pair.

(6) Additional charges for Prism lenses shall be \$2.00/pair. When only one lens is required, the plan will pay one-half (1/2) of the applicable amount per pair shown above.

c. Eyeglass Frames. The plan will pay the provider's charges or \$14.00, whichever is less.

K. Long-Term Disability.

1. The Employer shall maintain the existing group LTD insurance coverage.

2. A unit member may elect to enroll in a group plan of income protection in case of total non-work-related disability which guarantees income equal to two-thirds (2/3) of the unit member's current basic rate of pay to the maximum payment of \$3,500 per month. Payment begins after the use of the unit member's accumulated sick leave, but in no event before the fourteenth (14th) day of disability. If the unit member has fewer than twenty-three (23) days of accumulated sick leave when first insured, the income guarantee applies for a maximum of two years (Plan I). If the accumulated sick leave is twenty-three (23) days or more, the guarantee applies until age 70 is reached (Plan II).

Sick leave accumulations are reviewed biweekly. Plan I enrollees who then have more than twenty-three (23) days of accumulated sick leave are reclassified to Plan II. If the unit member has other employment-connected or group-sponsored income benefits or is receiving Social Security disability payments, these are included as a part of the two-thirds percent (66 2/3%) guaranteed income.

3. The Employer shall pay a percentage of premium cost. This percentage varies for individual unit members according to applicable plan of insurance coverage.
4. There shall be a no waiting/qualifying period for a recurrence of the same disability within a sixty (60) calendar day period.
5. The Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums for a maximum of six (6) months while such employee is receiving the LTD insurance benefit.
6. Part time and permanent-intermittent (PI) employees who work forty percent (40%) or more of full time will be eligible for LTD benefits. Premiums for less than full time employees shall be determined in accordance with the current LTD premium schedule for full time employees. The benefit level for employees who actually utilize the LTD benefit shall be based on the employee's average biweekly hours worked the preceding fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the employee's current hourly rate (the hourly rate in effect at the time the employee actually goes on disability leave). Eligibility for coverage shall be the first October 1 following completion of twelve (12) months of employment or at subsequent open enrollment periods which may be established from time to time.
7. The parties agree that the LTD Benefit shall be payable twice monthly for disabilities commencing on October 1, 1991 and thereafter for the first six months of disability. After six months, benefits shall be paid monthly.

L. Life Insurance.

1. Member Benefits. The Employer shall pay one hundred percent (100%) of the unit member's premium for the policy, which shall have a death benefit equal to two (2.0) times annual salary rounded up to the nearest \$1,000.
2. Optional Life Insurance Under "Flexible Benefits" Option. [See Flexible Benefits Statement for description.]
3. Dependent Coverage. The unit member shall pay one hundred percent (100%) of premium for dependents' coverage, which shall provide a death benefit of \$1,500 for the unit member's spouse, \$1,000 for children from age fifteen (15) days to twenty-three (23) years.

There shall be no age ceiling for handicapped dependents under the optional life insurance plan. Such coverage for handicapped dependents shall be provided at no increased premium cost to the unit member. A dependent is considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical handicap, and depends chiefly on the unit member for support and maintenance.

- 1 4. Dependent Coverage Options.
2
3 a. The unit member may elect to increase the basic dependent benefit
4 for the spouse and children over fifteen (15) days to \$5,000 and
5 \$2,500 respectively by contributing a total premium of \$1.00 per pay
6 period.
7
8 b. A unit member shall have the option of purchasing dependent life
9 insurance coverage of \$10,000 for a spouse and \$5,000 for children.
10 The entire cost of such coverage shall be borne by the unit member.
11
12 c. Effective October 1, 1990 a unit member shall have the option of
13 purchasing dependent life insurance coverage of \$25,000 for a
14 spouse and \$10,000 for children. OR, effective October 1, 1992, the
15 unit member may elect to insure children only for \$10,000. The entire
16 cost of such coverage shall be borne by the unit member.
17
18 5. Accidental Death. In the event of a unit member's accidental death in the
19 line of duty, the Employer will pay a death benefit of \$100,000, exclusive
20 of what Workers' Compensation benefit may be owing.
21
22 M. Mental Health and Substance Abuse Services PPO. The parties have
23 previously entered into collective bargaining agreements which provide that,
24 working through subcommittees, the parties will explore managed care,
25 preferred provider systems, structural changes in group insurance plans and
26 related matters as mutually agreed by the parties, for the purpose of
27 implementing cost containment measures in the State Health Plan and other
28 group insurance plans on a timetable to be determined by the parties. These
29 Agreements were approved by the Civil Service Commission on January 26,
30 1993.
31
32 The parties have now met in subcommittees on numerous occasions, at
33 which they were assisted by the staff of the Department of Civil Service
34 Employee Benefits Division. Pursuant to those subcommittee discussions,
35 the parties now agree that, effective with the first full pay period in July 1993
36 (or as soon thereafter as administratively feasible), covered benefits in the
37 area of mental health/substance abuse services will be "carved out" of the
38 State Health Plan and provided to bargaining unit employees through a
39 Preferred Provider Organization (PPO). The parties expect that the state
40 would realize substantial and significant cost savings in the area of mental
41 health/substance abuse services while increasing the accessibility and quality
42 of such benefits by providing services not currently available under the State
43 Health Plan. Among the additional services are:
44
45 1. A 24-hour/day, 7-day/week "800" toll-free telephone staffed by mental
46 health care professionals to provide immediate referral and assistance
47 to enrolled employees and their dependents;
48
49 2. A "managed care" plan providing ongoing evaluation and management
50 of cases by professionals familiar with the most appropriate treatment
51 settings;
52
53 3. Monitoring of provider effectiveness in the various treatment plans;
54

- 1 4. Direct interface with the Department of Civil Service Employee Services
- 2 Program to provide for a coordinated continuum of care; and
- 3
- 4 5. Elimination of the \$50/\$100 annual deductible for outpatient services
- 5 provided within the network.
- 6

7 The parties acknowledge that one of the principal underlying concepts
8 of a PPO managed health care system is that enrolled employees and
9 their covered dependents are expected to use a network of providers
10 who have agreements with the PPO administrator ("the Administrator")
11 and, if services are obtained from non-network providers, financial
12 sanctions will be imposed. While the final authority over such issues as
13 scope of coverage, benefit design, and the relative responsibilities of the
14 PPO and the patient for payment of charges is contained in the Request
15 for Proposal and selected Vendor's Response to Proposal, in general:

- 16
- 17 6. Covered inpatient services provided by a network provider will be paid
- 18 directly to the provider at 100% of approved charges; there will be no
- 19 annual deductible.
- 20
- 21 7. Covered outpatient services provided by a network provider will be paid
- 22 directly to the provider at 90% of approved charges, with a 10% co-
- 23 payment of the approved charge on the part of the patient; there will be
- 24 no annual deductible.
- 25
- 26 8. Except during the transition period (including any extension period)
- 27 described below, covered inpatient and outpatient services provided by
- 28 a non-network provider will be paid by the patient who, after meeting an
- 29 annual deductible of \$50/person and \$100/family, will be reimbursed by
- 30 the Administrator for the lesser of 50% of the billed charges, or 50% of
- 31 the allowable charges authorized by the PPO Administrator.
- 32
- 33 9. The annual \$3500 maximum benefit for outpatient services is
- 34 maintained.
- 35

36 Participating providers of covered mental health/substance abuse
37 services will be selected, maintained and removed by the Administrator
38 in accordance with standards of professional qualifications and practice
39 established by the Administrator. Employees will be encouraged to
40 provide the Administrator with the name and business address of any
41 provider(s) from whom the employee or a covered dependent has
42 received covered services so that the Administrator may contact him/her
43 and, if s/he meets the Administrator's standards of professional
44 qualification and practice and agrees to accept the PPO Administrator's
45 treatment protocols, solicit his/her participation as an in-network
46 provider.

- 47
- 48 10. Transition Period. Employees/covered dependents who are receiving
- 49 inpatient mental health/substance abuse services at the time the PPO
- 50 is implemented will not become covered by the PPO program (but will
- 51 remain in their current State Health Plan coverage) until being
- 52 discharged from the inpatient facility. Employees/covered dependents
- 53 who are receiving mental health/substance abuse outpatient services
- 54 from a non-network provider at the time the PPO is implemented will be

1 afforded a 90-day transition period during which they may continue and
2 complete the treatment plan with the non-network provider. Billed
3 charges for covered services received from the non-network provider
4 during this transition period will be paid in accordance with
5 reimbursement procedures of the State Health Plan in effect prior to the
6 implementation of the PPO, unless the provider becomes a participating
7 provider under the network. If, at the end of the 90-day transition
8 period, the patient has not been authorized an "extension period" by the
9 Administrator (as described below), and the patient continues or renews
10 receiving services from a non-network provider, the non-network
11 provider's charges for covered services will be reimbursed by the
12 Administrator at the rate of 50% of the billed charges, but not to exceed
13 an amount equal to 50% of the allowable charges authorized by the
14 PPO Administrator.

- 15
16 11. Extension Period. The parties acknowledge that in some cases, due to
17 the nature of the patient's condition and/or treatment plan, a 90-day
18 period for patients to make a transition from a non-network provider to
19 a network provider may not be sufficient to permit the quality of services
20 to be maintained. The Administrator will maintain and communicate to
21 enrolled employees a procedure by which a patient may request a
22 professional opinion from a network provider designated by the PPO
23 Administrator on the question of whether (from a clinical standpoint)
24 authorized treatment with the current non-network provider should be
25 extended beyond the initial transition period. If the Administrator grants
26 an extension period, the patient may continue receiving covered
27 services for a period of time until the need for treatment, based on the
28 second opinion, ends or 90 days following the expiration of the transition
29 period, whichever comes first. During this extension period the non-
30 network provider's charges for covered services will be paid in
31 accordance with the procedures of the State Health Plan in effect prior
32 to the implementation of the PPO.

- 33
34 12. Geographic Accessibility. The parties recognize that there may be
35 areas within the State where the closest network provider is not located
36 within a reasonable distance from the patient's residence, and there is
37 no expectation that one will be locating within a closer distance within
38 the period during which covered services are authorized. If there is no
39 network provider within a reasonable distance (as determined by the
40 Director of the Department of Civil Service Employee Benefits Division)
41 from the patient's home address, the Administrator will authorize
42 payment for covered services which are provided by a non-network
43 provider as currently provided under the State Health Plan in effect prior
44 to the implementation of the PPO.

- 45
46 13. Conflicts of Interest. There may be circumstances in which a network
47 provider is also a state employee, or is providing contractual services to
48 a state agency, at a worksite where bargaining unit employees are
49 employed. The parties recognize that employees expect and require as
50 much privacy as possible in their relationship with their treatment
51 provider; requiring an Employer to choose between using the services
52 of a network provider with whom the employee works, versus assuming
53 responsibility for a larger share of the billed charges because a non-
54 network provider has been selected for covered services, could cause

1 this privacy interest to be compromised. The parties therefore agree
2 that the Administrator will maintain system of alternative provider
3 referrals and equivalent covered expense reimbursement which assures
4 that, at the patient's option, network providers for state employees and
5 their dependents are neither state employees, nor providing contractual
6 services to a state agency, at a worksite where the state employee is
7 employed.
8

- 9 14. Selection of Administrator. The parties recognize that the public policy
10 of the State of Michigan is to obtain services paid for out of public funds
11 through an open competitive process, and that the selection of a Mental
12 Health and Substance Abuse Services PPO Administrator is subject to
13 this policy. The parties also recognize that their success in
14 implementing a Mental Health and Substance Abuse Services PPO can
15 be influenced to a considerable extent by the acceptability of the PPO
16 Administrator to the enrolled employees and their bargaining
17 representatives. The parties therefore agree that the SEIU Coalition will
18 be afforded the opportunity to designate one official representative of
19 the Coalition and up to two additional observers to the Joint Evaluation
20 Committee that is appointed by the Department of Management &
21 Budget Purchasing Division to review bid specifications, evaluate
22 qualified bids, and select one or more Mental Health and Substance
23 Abuse Services PPO Administrators for FY 93-94, and a single PPO
24 administrator during FY 94-95. The parties understand that it is the
25 intent to select not more than three Mental Health and Substance Abuse
26 Services PPO Administrators to implement such plans during FY 93-94,
27 and that the process of assigning a particular Mental Health and
28 Substance Abuse Services PPO Administrator to the respective
29 bargaining units will be consultative to the maximum extent feasible.
30 The parties also understand that the JEC will evaluate the relative
31 performance of all the Mental Health and Substance Abuse Services
32 PPO Administrators that are initially selected to provide services to
33 groups of state classified employees during FY 93-94, and that the JEC
34 will be used to select a single vendor of such mental health/substance
35 abuse PPO services for all applicable groups of classified employees
36 during the first quarter of FY 94-95. In the event that the vendor
37 providing services to the SEIU Coalition is not the one selected to be the
38 state's single vendor, the provisions of Section 10. Transition Period and
39 Section 11. Extension Period, above shall apply.
40

- 41 15. Termination of Participation. The parties understand that the agreement with
42 the vendor(s) will contain a thirty-day cancellation clause under which the
43 Department of Civil Service may terminate the agreement for cause. The
44 parties recognize that the SEIU Coalition (and/or the Employer) may not be
45 completely satisfied with the experience under the mental health/substance
46 abuse PPO. The parties therefore agree that they will meet on a regular
47 quarterly basis throughout FY 93-94 and FY 94-95, and during the month of
48 March 1995 to review any substantive problems encountered by unit
49 members and/or the state under the PPO; determine whether such problems
50 can be corrected during the balance of FY 93-94, FY 94-95 and FY 95-96;
51 and, if so, determine what course of action will best achieve these
52 corrections without changes in the agreed-upon benefit design and
53 coverages. The views of the Department of Civil Service Employees
54 Benefits Division on these issues will be solicited and given maximum

consideration by all of the parties, but will not be controlling upon any of the parties. If, as a result of this review and the parties' good faith attempts to resolve the problems identified, either of the parties wishes to propose that participation in the PPO be terminated at the end of FY 94-95, such proposal shall be made to the other party not later than Friday, April 7, 1995. If such proposal to terminate participation is not accepted by the other party by Friday, April 21, 1995, the party making the proposal shall submit the question to the State Personnel Director for resolution in accordance with §6-13.1 of the Civil Service Commission's Employee Relations Policy Rule. If the proposal to terminate participation in the PPO at the end of FY 94-95 is supported by the Civil Service Commission, the benefits and coverages in effect during FY 95-96 shall be as provided by the Civil Service Commission.

16. The current MH/SA PPO program design and evaluation/selection procedure is continued during the term of the 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 vendors may be continued.

N. Smoking Cessation Expense Reimbursement.

1. The Michigan Professional Employees' Society, on behalf of itself and members of the Scientific and Engineering unit, agrees to waive and dismiss any and all challenges and claims — past, present and future — arising out of any departmental rule, regulation or policy which, pursuant to Executive Order 1992-3, prohibits smoking of tobacco products in state premises.
2. Transdermal Patches. In consideration of this commitment the parties agree that, effective October 1, 1993, Scientific and Engineering Unit members (but not their spouses or other family members) shall be eligible for reimbursement for their costs of purchasing smoking cessation transdermal patches (less a \$2.00 employee co-payment), if accompanied by counseling services, if such cost reimbursement is not otherwise available to the employee as a covered health care benefit. Eligibility for such reimbursement is limited to one-time-only. Such reimbursement shall be made by the Departmental Employer.

- O. COBRA. The provisions of Title X of Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 are hereby incorporated by reference.

- P. Open Enrollment Periods. There shall be an annual open enrollment period offered to unit members in each year of this Agreement.

- Q. Duty to Bargain Over Changes. No change shall be made in the group fringe benefits for state classified employees except upon mutual agreement of the parties in the consideration or study of any change and/or the decision to implement it.

Article 25

COMPENSATIONA. Rates of Compensation.1. Base Wage Increase.

- a. Fiscal Year 1996-97: On October 1, 1996, each hourly rate shall be increased by \$.29 per hour then each hourly rate shall be increased by 1%.
- b. Fiscal Year 1997-98: Effective October 1, 1997, each hourly rate shall be increased by 3%.
- c. Fiscal Year 1998-99: Effective October 1, 1988, each hourly rate shall be increased by 3%.

2. Lump Sum Payment.

- a. 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. This payment shall not be rolled into the base wage. For such a full time employee who has worked less than 2080 hours after October 1, 1995, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 1995 and 2080 hours times \$900.
- b. At the end of the first full pay period in October of 1996, each permanent intermittent or seasonal employee, who is on the payroll as of October 2, 1996 and was either: 1) on the payroll on October 1, 1995; 2) on furlough on October 1, 1995; or, 3) on seasonal layoff on October 1, 1995, who has accumulated less than 2080 hours of current continuous service since October 1, 1995 shall be paid a one-time cash payment of \$900. This payment shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 1995 and 2080 hours times \$900.

D. Longevity.

1. Payments. Effective October 1, 1985, the current method of paying longevity on December 1st of the year based on service credit as of October 1 will be converted to a system in which longevity payments are made the pay period following the unit member's "anniversary" date. [See Appendix G]
2. Return to State Service. If a unit member leaves employment in the state classified service and later is rehired, he/she shall receive no longevity pay. However, once such rehired unit member has been in continuous pay status for six (6) years, all previous service time shall be credited for longevity pay.

1 E. Standby Pay. Any unit member who is required in writing by the Employer to
2 standby for recall to duty shall receive one (1) hour's pay for each five (5) hours
3 of time spent on standby.

4
5 F. Call-Back Pay. Call-back is defined as the act of contacting an employee and
6 requesting that the employee report for work and be ready and able to perform
7 assigned duties at a time other than his/her regular work schedule. Call-back
8 pay shall not be paid to employees whose call-back time is contiguous to their
9 regularly scheduled hours.

10
11 In accordance with the provisions of this Article, call-back pay shall be paid as
12 follows:

- 13
14 1. Employees at the 9 (IV) and 10 (V) levels shall be eligible for a minimum
15 of two (2) hours call-back pay in the event such employees are called back
16 to work.
17
18 2. Employees at the 11 (VI) level and above shall be eligible for a minimum
19 of three (3) hours compensatory time in the event such employees are
20 called back to work.

21
22 If an employee has been placed on standby as provided by this Agreement, and
23 is called back during that time, standby pay shall cease at the point in time the
24 employee is called back.

25
26 G. Shift Differential. Employees shall be paid a shift differential of five percent (5%)
27 per hour above their base rate for all hours worked in a day if their regular
28 schedule for that day provides that the employee be scheduled to begin work at
29 or after 2:00 p.m. but before 5:00 a.m.

30
31 H. Heights and Tunnels Premium. All unit members shall be eligible for \$1.00 per
32 hour premium for each hour worked for a minimum of four (4) hours per day, for
33 work in:

- 34
35 1. High structures in excess of forty (40) feet, requiring the use of scaffolding
36 or safety harnesses; work performed from "safety buckets" (aerial
37 equipment) is not considered high structure work.
38
39 2. Pressurized tunnels (new construction or reconstruction); work in
40 "caissons" is not considered tunnel work.

41
42 I. P-Rate. Eligibility for P-rate shall be in accordance with Bureau of Classification
43 Procedure 13 in effect on the date this Agreement is approved by the Civil
44 Service Commission.

45
46 An employee working in a "covered position" within the meaning of P.A. 301 of
47 1977, as amended is eligible for P-Rate. This provision shall become effective
48 immediately upon approval of this Agreement by the Civil Service Commission.

49
50 For Retention/High Security Pay Premium see Appendix Q.

51
52 J. Jury and Witness Duty/Fees. An employee is entitled to administrative leave
53 (time off with full pay) while serving on jury duty. To be eligible for administrative
54 leave, the employee must reimburse the Employer any compensation received,
55 excluding travel/meal reimbursement. The employee may elect to use annual
56 leave, accrued compensatory time, or lost time and keep the compensation paid
57 by the court. Upon being notified of jury duty, an employee shall provide notice

to the Employer and thereafter advise the Employer of the jury duty schedule on a daily basis. When not selected for actual service, and only on call, the employee shall report for work as scheduled. To receive administrative leave, the employee must:

1. Provide a copy of the jury duty summons to his/her supervisor;
2. Notify the supervisor of the jury duty schedule on a daily basis at or before the beginning of the employee's scheduled work day;
3. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested;
4. Submit the jury duty pay stub as soon as it is received together with a payment equal to the jury duty pay, in accordance with departmental procedures.

An employee requested or subpoenaed to appear before a court as a witness for the people is entitled to administrative leave (time off with full pay) provided that the employee certifies in writing the period of time of such appearance and for which such administrative leave is requested. Employees must reimburse the department for any witness fees received, up to the amount of their salary, and for any travel expenses allowed by the court. Employees will be reimbursed for any travel expenses in accordance with state standardized travel regulations.

If an employee is subpoenaed as a witness or appears in court in any capacity other than as a witness for the people, he/she will not be considered as being on duty, nor will administrative leave be granted. Any authorized absence shall be charged to annual leave and the employee may retain any expenses or monies received from the court. If any court appearance is required as a result of conduct occurring in the course of employment where the employee had a reasonable basis for believing the alleged conduct was within the scope of his/her authority, the employee will be considered as being on duty.

K. Pharmacists. Effective October 1, 1996 all pay rates applicable to Pharmacist classes in the bargaining unit shall be increased by \$1.00 per hour prior to implementation of the 1.0% general increase previously agreed.

L. Toxicologists. Effective October 1, 1996 Toxicologist classes shall be placed in the following pay ranges:

Level	Old Range	New Range	Level	Old Range	New Range
9	730	732	Spl 12	738	741
10	733	734	Spl 13	742	744
P11	735	737	Spl 14	745	746
12	738	741	Spl 15	746	747

If additional levels within the Toxicologist class series are created, the parties agree to meet to determine the appropriate pay range with the intent being to assign any new Toxicologist levels to the pay ranges currently in use for the Epidemiologist class at the same level.

M. (401-K) Lump Sum Match. The current plan available to bargaining unit members shall remain in effect for the October 1996 payment.

Article 26

COMPENSATION UNDER CONDITIONS OF
GENERAL EMERGENCY

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.

B. Administrative Determination. When conditions in an affected area or 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.

C. Compensation in Situation of Closure. When a state facility is closed by the Governor or his designated representative, affected unit members 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. This provision shall not apply to employees who can be temporarily reassigned to another facility or are able to perform appropriate job responsibilities away from the facility.

Individual unit members working at facilities ordered closed may still be required to work to perform essential services during the period of closure. When such is the case, the unit member shall be compensated in the manner prescribed for employees who work under conditions of declared inaccessibility.

D. Compensation in Situation of Inaccessibility. If a state facility has not been closed but declared inaccessible in accordance with the Governor's policy, and a unit member 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.

A unit member who works at a state facility during the declared period of inaccessibility shall be paid his/her regular salary and, if overtime work is required, in accordance with the overtime provisions of this Agreement. In addition, such employees shall also be granted compensatory time off equal to the number of hours worked during the period of declared inaccessibility. Compensatory time shall not accrue at the premium rate.

E. Additional Timekeeping Procedures. If a state facility has not been closed or declared inaccessible during severe weather or other emergency conditions, an employee unable to report to work because of these conditions shall be allowed to use annual leave or compensatory time credits. If sufficient time 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 declaration of closure or inaccessibility, annual leave or compensatory time credits may be used to cover that portion of his/her absence not covered by administrative leave. If sufficient credits are not available, the

employee shall be placed on lost time. Employees who are absent due to sick or annual leave usage or who have previously scheduled annual leave during the period of closure or inaccessibility shall not be entitled to administrative leave. If an employee is scheduled to return to work while the building remains closed or inaccessible the employee shall then be eligible for such administrative leave.

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

Article 27

DEFERRED COMPENSATION

- A. Deferred Compensation I. The Employer agrees to continue the Deferred Compensation I (457 Plan I) for bargaining unit employees.
- B. Deferred Compensation II (Qualified 401(k) Tax Sheltered Plan). The parties agree that all provisions and benefits of the "Michigan State Employee Deferred Compensation Plan II" shall continue for bargaining unit employees.

Article 28

FLEXIBLE COMPENSATION PLAN

- A. Employees in this bargaining unit shall be eligible for a pre-tax dollar deduction of group insurance premiums from gross pay.
- B. Employees in this bargaining unit will be eligible to participate in the State of Michigan Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Service code. Enrollment period for the accounts is during the month of November.

Article 29

WORKING OUT OF CLASS

- A. The Employer may temporarily assign an employee to perform duties and responsibilities of a classification and/or level different from the employee's permanent classification.
- B. An employee temporarily assigned duties and responsibilities of a classification and/or level different from the employee's permanent classification shall be compensated for working out of class in accordance with the provisions contained herein.
- C. Eligibility. To be eligible for compensation for working out of class the employee must:

- 1 1. Be directed by the Employer to perform the duties and assume the
2 responsibilities of a different classification and/or level; and
3
- 4 2. Actually perform all or substantially all of the duties and responsibilities
5 which distinguish the classification and determine its level; and
6
- 7 3. Perform duties and responsibilities not provided for in his/her permanent
8 classification and/or level; and
9
- 10 4. Perform the temporarily assigned duties and responsibilities for more than
11 ten (10) consecutive full work days.
12

13 D. Compensation. Compensation shall be made as follows:
14

- 15 1. An employee temporarily assigned to a classification in an equal or lower
16 pay range than his/her permanent classification shall be paid his/her
17 regular rate of pay.
18
- 19 2. An employee temporarily assigned to a classification having a higher pay
20 range than his/her permanent classification shall be paid as if he/she had
21 received a promotion into such higher pay range, and shall be paid at the
22 lowest salary step in the range for the higher class which provides a salary
23 increase which is not less than the difference between the minimum and
24 the first step in the range for the lower class involved.
25
- 26 3. For temporary assignments totaling more than ten (10) consecutive full
27 days of actual work, the Employer agrees to pay the employee the higher
28 rate as set forth above for the full time of such assignment(s), commencing
29 with the first day of the employee's assignment.
30
- 31 4. For the purpose of calculation, any temporary assignment of less than one
32 (1) full day shall not be considered an assignment to another classification.
33
- 34 5. An employee shall not be assigned to temporarily work out of class for
35 more than one (1) ten consecutive day period per calendar year without
36 being compensated at the appropriate higher rate for the full extent of the
37 second or subsequent assignment(s).
38

39 E. Limitations. These provisions shall be subject to the following limitations:
40

- 41 1. An employee claiming to be working at a higher level within a recognized
42 pre-authorized class series or pattern position is not entitled to
43 compensation for working out of class.
44
- 45 2. An employee occupying a position downgraded for training is not entitled
46 to compensation for working out of class.
47
- 48 3. If an employee is reallocated, such employee shall not be entitled to pay
49 for working out of class.
50
- 51 4. The Employer shall not temporarily assign an employee to a supervisory
52 position without the agreement of the employee.
53

- 1 F. Assignments in Excess of Sixty Days. Where the Employer intends, or has
2 reason to believe that the assignment will last more than sixty (60) work days,
3 the appointment shall be made under Civil Service Rules governing temporary
4 appointments. Under such circumstances, where such an appointment is made,
5 such time worked shall be credited to the individual's Civil Service employment
6 history file.
7
- 8 G. Disputes. Disputes related to working out of class shall be resolved in
9 accordance with the following procedure:
10
- 11 1. In the event that an employee believes that he or she is working out of
12 class, the employee shall notify the Appointing Authority in writing. A copy
13 of the notice shall also be provided to the employee's immediate
14 supervisor. The notice shall include the dates the employee believes
15 he/she worked out of class and shall be accompanied by a position
16 description. The original position description shall be given to the
17 immediate supervisor and a copy shall be forwarded to the Appointing
18 Authority.
19
 - 20 2. The Appointing Authority shall investigate the employee's claim and shall
21 provide the employee with a written response within twenty (20) work days
22 of the receipt of the employee's notice.
23
 - 24 3. If the employee is not satisfied with the Appointing Authority's response,
25 the employee may file a written request for a position review and
26 determination in accordance with Classification Procedure #12, and a
27 request for a position review in accordance with the provisions of Civil
28 Service Rule 4-2.1a, as provided in Part 4, of the Civil Service Grievance
29 and Appeals Procedure.
30
 - 31 4. The maximum period of retroactivity for working out of class claims shall be
32 ninety (90) work days preceding the date the claim is received by the
33 Appointing Authority.
34
- 35 H. Dispute Resolution. Disputes between an employee and an agency as to
36 whether the employee was directed to perform the duties and assume the
37 responsibilities of a different classification and/or level, or as to the dates
38 claimed to be worked out of class, shall be subject to the Grievance Procedure.
39 All other disputes relative to the provisions of this Article shall be resolved in
40 accordance with Section G of this Article.
41
42
43

Article 30

MANAGEMENT RIGHTS

- 44
45
46
47
- 48 A. It is understood and agreed by the parties that the Employer possesses the sole
49 power, duty and right to operate and manage its departments, agencies, and
50 programs and carry out constitutional, statutory and administrative policy
51 mandates and goals. The powers, authority and discretion necessary for the
52 Employer to exercise its rights and carry out its responsibilities shall be limited
53 only by the express written terms of this Agreement, and then only to the extent
54 so specifically limited. Any term or condition of employment other than the

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

4
5 B. Management rights include, by way of illustration and not by way of limitation,
6 the right without engaging in negotiations with the Society, to:

- 7
8 1. Determine matters of managerial policy, mission of the agency, budget, the
9 method, means and personnel by which the Employer's operations are to
10 be conducted; organization structure; standards of service and
11 maintenance of efficiency; the right to select, promote, assign or transfer
12 employees; discipline employees for just cause; and in cases of temporary
13 emergency, to take whatever action management deems necessary to
14 carry out the agency's mission.
- 15
16 2. Utilize personnel, methods and means in the most appropriate and efficient
17 manner as determined by the Employer.
- 18
19 3. Determine the size and composition of the work force, determine the work
20 of unit members, determine the amount and type of work needed and, in
21 accordance with such determination, relieve unit members from duty.
- 22
23 4. To devise the means and methods to continue its operations and to
24 determine the methods and schedules of operation, the means, methods,
25 and processes of carrying on the work including changes therein, the
26 institution of new and/or improved methods or changes therein.
- 27
28 5. Adopt rules and regulations affecting the operation of the work place.
- 29
30 6. Determine without restriction the qualification of unit members for any and
31 all positions to be filled by the State.
- 32
33 7. Determine the location or relocation of its facilities, including the
34 establishment or relocations of new buildings, Departments, divisions or
35 subdivisions thereof; and the location and/or relocation or closing of offices,
36 Departments, divisions or subdivisions, buildings or other facilities.
- 37
38 8. Determine the financial policies, including all accounting and expenditure
39 procedures, and all matters pertaining to public relations.
- 40
41 9. Determine the size of the management organization, its functions,
42 authority, amount of supervision and table of organization.
- 43
44 10. To take whatever action deemed necessary to carry out governmental
45 functions in event of emergency.
- 46
47 11. Utilize personnel, methods, and means in the most appropriate and
48 efficient manner as determined by the State.
- 49
50
51
52

Article 31**NO STRIKE/NO LOCKOUT**

- A. The Society recognizes the responsibility of the State to provide for uninterrupted services to the public. Therefore, for the duration of this Agreement, neither MPES, either individually or through its members, nor any unit members covered by this Agreement, 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 unit members, and unit members will maintain the full and proper performance of duties in the event of a strike.
- B. When the Employer notifies MPES by certified mail that any unit member(s) is (are) engaged in any such strike activity, MPES shall immediately inform such unit members that such activity is violative of this Agreement and contrary to the Employee Relations Policy.
- C. The Employer agrees not to engage in any illegal lockout against unit members.

Article 32**SUB-CONTRACTING**

- A. The Employer recognizes its obligation to utilize bargaining unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual services in accordance with Civil Service Rule 4-6 and Personal Services Procedure #1.
- B. The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such sub-contracting upon bargaining unit employees. Whenever the Employer intends to contract out or sub-contract services, the Employer shall, as early as possible, but no later than the time the request is sent to Civil Service and at least fifteen (15) calendar days prior to implementation, give written notice of its intent to contract or sub-contract to the Society. Such notice shall consist of a copy of all the documentation sent to Civil Service which shall include such matters as:
1. The nature of the work to be performed or the service to be performed;
 2. The proposed duration and cost of such sub-contracting;
 3. The rationale for such sub-contracting.
- C. The Employer shall upon written request, meet and confer with the Society over the impact of the decision upon the bargaining unit. Such discussions shall not serve to delay implementation of the Employer's decision.
- D. Nothing provided in this Section shall prohibit the Society from challenging the planned contracting or sub-contracting before the Civil Service Commission, nor from appealing a departmental action which it alleges violates Civil Service Rule 4-6 and/or Personal Service Procedure #1 as provided in Part 4, Section 8-403,

of the Civil Service Grievance and Appeals Procedure. The Employer's decision to contract or sub-contract is not grievable under Article 8 of this Agreement and no arbitrator has jurisdiction over either the Employer's decision to contract or sub-contract or the approval by the Department of Civil Service of the Employer's request to contract.

- E. If the request is a renewal of, or a new request for blanket pre-authorization of a particular service, the Society shall be noticed no later than the time the request is sent to Civil Service. This notice shall contain a copy of the request, and all related background materials sent to Civil Service.
- F. Where no CS-138 is required, the Employer shall submit a copy of the contract to the Society, no later than ten week days prior to the execution of the contract.

Article 33

INTEGRITY OF THE BARGAINING UNIT

- A. The Employer recognizes that the integrity of the bargaining unit is of significant concern to the employees and the Society. Bargaining unit work shall, except as provided below, be performed by bargaining unit employees. The Employer shall not assign bargaining unit work to employees outside of the bargaining unit except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties as provided in the Civil Service class specifications or to the extent that such assignment is a matter of customary practice. In no event shall such assignments be made for the purpose of reducing or eroding the Scientific and Engineering bargaining unit.

Article 34

JOINT LABOR-MANAGEMENT ACTIVITIES

The following joint labor-management activities have been agreed to by the parties:

- A. Disability Management. The parties agree that the issue of Disability Management is a complex and difficult one which requires study. In addition, disability management policies and programs, when fully implemented, may require changes in some of the provisions of this Agreement. 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. The parties agree that, in the event the state adopts a disability management program, the contract may be reopened for negotiations on this issue by mutual agreement.
- B. Elder Care.
1. The parties will review the issue of elder care in the statewide Labor-Management Health Care Committee. The parties intend that the discussions begin during the meetings held during 1991.

- 1 2. If the statewide Labor-Management Health Care Committee fails to
2 address the issue of elder care during the 1991 meetings, the Office of the
3 State Employer and the Society will establish a committee to conduct the
4 review.
5
6
7

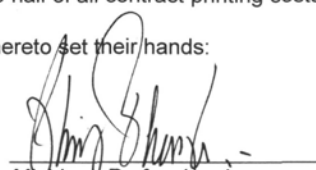
8 **Article 35**
9

10 **DURATION AND TERMINATION OF AGREEMENT**
11

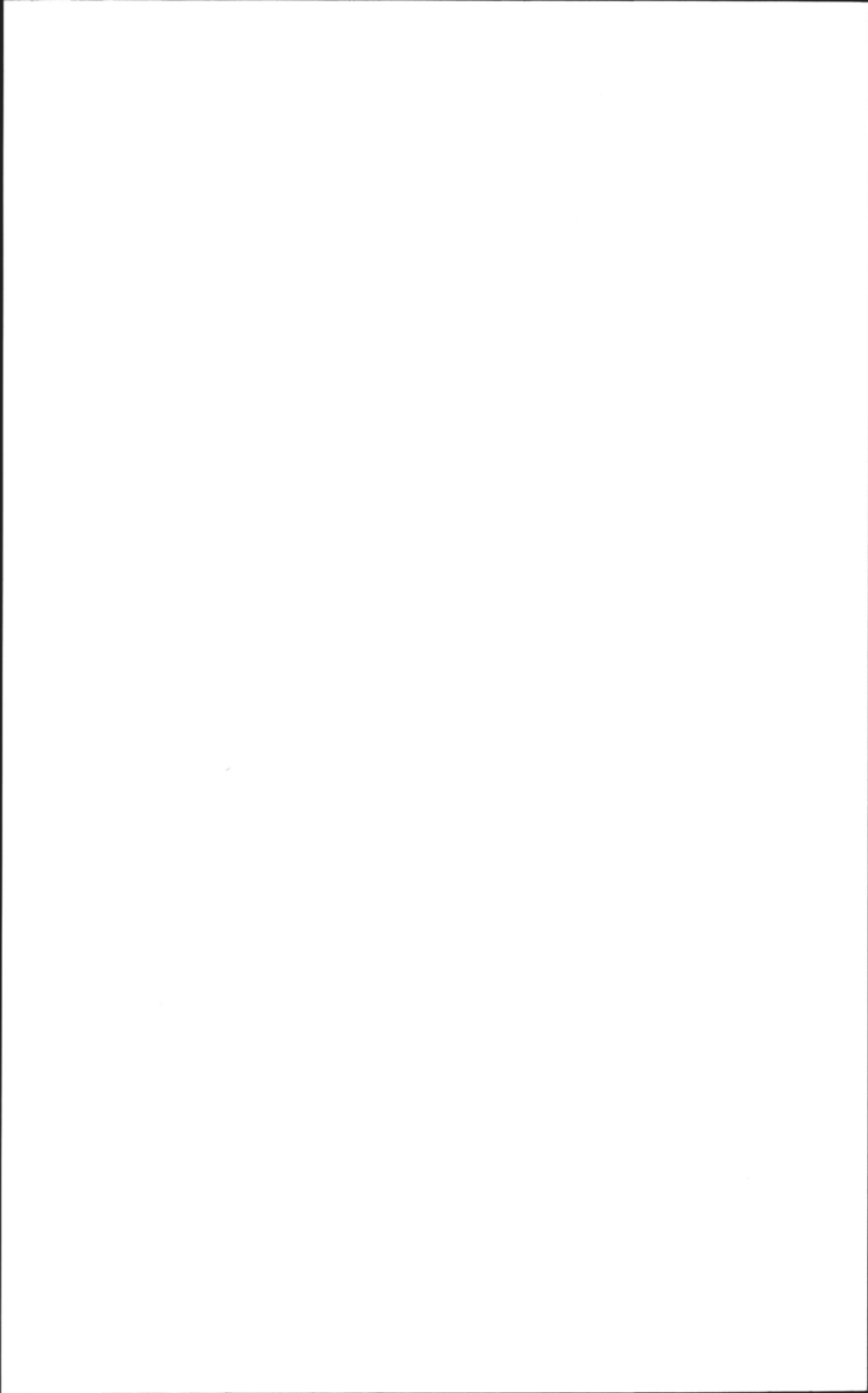
- 12 A. Effective Date. This Agreement shall take effect on the date indicated in Article
13 1.A. and shall continue in full force and effect until midnight, December 31, 1998.
14
15 B. Negotiation of Successor Agreement. The negotiation of a successor
16 agreement shall require that the Office of the State Employer receive written
17 notice by personal delivery or certified mail, return receipt requested, of intent
18 to commence negotiations for a successor agreement no later than June 1,
19 1998.
20
21 C. Printing Costs. The Employer will pay for one-half of all contract printing costs.
22

23 IN WITNESS WHEREOF, the parties have hereto set their hands:
24

25 
26 _____
27 State of Michigan,
28 Office of the State Employer
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50



Michigan Professional
Employees Society



the same time, the fact that the *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations, adds to its authority.

There are other journals that are devoted to the study of the history of psychology, but none of them has the same reputation as the *Journal of the History of Psychology*. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

The *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

The *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

The *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

The *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

The *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

The *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

The *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

The *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

The *Journal* is a journal of the American Psychological Association, the largest and most prestigious of the professional associations. The *Journal* is the only journal of the field, and it is the only journal that is published by a professional association. This gives it a unique position in the field.

APPENDIX

1		
2		
3	A. CLASSIFICATION LISTINGS	94
4	B. LETTERS OF UNDERSTANDING REGARDING	
5	FLEX TIME/ALTERNATE WORK SCHEDULE/COMPENSATORY TIME	
6	1. Department of Agriculture - Compensatory Time (Food/Animal)	96
7	2. Department of Natural Resources - AWS	99
8	3. Department of Community Health/PHA -Flex Time	103
9	4. Department of Community Health/PHA- AWS (BLES)	104
10	5. Department of Transportation - AWS	105
11	6. Voluntary Work Schedule Adjustment Program	106
12	C. HEALTH AND SAFETY AGREEMENTS	
13	1. Department of Agriculture	108
14	2. Department of Environmental Quality	Contact MPES or OSE
15	3. Department of Natural Resources	Contact MPES or OSE
16	4. Department of Community Health/PHA	Contact MPES or OSE
17	5. Department of State Police	Contact MPES or OSE
18	D. LETTER OF UNDERSTANDING - DEPARTMENT OF COMMUNITY HEALTH	
19	FORMERLY MENTAL HEALTH) SHIFT ASSIGNMENTS	113
20	E. RECALL REQUEST FORMS	
21	1. Statewide	114
22	2. Department of Agriculture	116
23	3. Department of Community Health (formerly Mental Health)	117
24	4. Department of Community Health/PHA	118
25	5. Department of Transportation	119
26	F. DEPARTMENT OF NATURAL RESOURCES BUMPING SEQUENCE	120
27	G. LONGEVITY	
28	1. Longevity Payment Schedule	123
29	2. Longevity Compensation Plan	124
30	H. ONE TIME CASH PAYMENT (Letter of Intent)	128
31	I. LETTER OF AGREEMENT - NATIONAL HEALTHCARE REFORM	
32	(MPES & OSE)	129
33	J. LETTER OF AGREEMENT - JOINT COMMITTEE ON NATIONAL HEALTHCARE	
34	(SEIU & Governor Engler)	131
35	K. HEALTHCARE COMMITTEE LETTERS OF AGREEMENT (1992 & 1995)	132
36	L. LETTER OF UNDERSTANDING - FLEXIBLE BENEFITS PLAN	133
37	M. PARTICIPATING PROVIDER INCENTIVE (PPI) PROGRAM	134
38	N. APPOINTING AUTHORITY LETTER REGARDING SUB-CONTRACTING	135
39	O. SECONDARY AGREEMENT - DEPARTMENT OF STATE POLICE -	
40	DRUG TESTING	136
41	P. CIVIL SERVICE "PROHIBITED SUBJECTS" CORRESPONDENCE	143
42	Q. LETTER OF UNDERSTANDING - P-RATE	144
43	R. PROFESSIONAL DEVELOPMENT FUND (PDF) CRITERIA	145
44	S. LETTER OF UNDERSTANDING - FIELD SCIENTIST - LAYOFF & RECALL	147
45		

1	CLASS #	CLASS TITLE	CLASS #	CLASS TITLE
2	6060104	.. AQUATIC BIOLOGIST 9	6083310	.. ENV QUALITY SPL 15
3	6060105	.. AQUATIC BIOLOGIST 10	6060604	.. ENV SANITARIAN 9
4	6060106	.. AQUATIC BIOLOGIST P11	6060605	.. ENV SANITARIAN 10
5	6070107	.. AQUATIC BIOLOGIST 12	6060606	.. ENV SANITARIAN P11
6	6079707	.. AQUATIC BIOLOGY SPL 12	6070707	.. ENV SANITARIAN 12
7	6079708	.. AQUATIC BIOLOGY SPL 13	6075807	.. ENV SANITARIAN SPL 12
8	6079709	.. AQUATIC BIOLOGY SPL 14	6075808	.. ENV SANITARIAN SPL 13
9	6088110	.. AQUATIC BIOLOGY SPL 15	6075809	.. ENV SANITARIAN SPL 14
10	6063404	.. ARCHAEOLOGIST 9	6084310	.. ENV SANITARIAN SPL 15
11	6063405	.. ARCHAEOLOGIST 10	6064505	.. EPIDEMIOLOGIST 10
12	6063406	.. ARCHAEOLOGIST P11	6064506	.. EPIDEMIOLOGIST P11
13	6073807	.. ARCHAEOLOGIST SPL 12	6064507	.. EPIDEMIOLOGIST 12
14	6060204	.. ARCHITECT 9	6089108	.. EPIDEMIOLOGIST SPL 13
15	6060205	.. ARCHITECT 10	6089109	.. EPIDEMIOLOGIST SPL 14
16	6060206	.. ARCHITECT P11	6089110	.. EPIDEMIOLOGIST SPL 15
17	6070207	.. ARCHITECT 12	6063206	.. FACILITIES ENG P11
18	6079407	.. ARCHITECT LCNSD 12	6070807	.. FACILITIES ENG 12
19	6075208	.. ARCHITECT (SPL) VIII	6078207	.. FAC ENGRNG LCNSD SPL 12
20	6079307	.. ARCHITECT LCNSD SPL 12	6078208	.. FAC ENGRNG LCNSD SPL 13
21	6079308	.. ARCHITECT LCNSD SPL 13	6078209	.. FAC ENGRNG LCNSD SPL 14
22	6079309	.. ARCHITECT LCNSD SPL 14	6086910	.. FAC ENGRNG LCNSD SPL 15
23	6087710	.. ARCHITECT LCNSD SPL 15	6060704	.. FISHERIES BIOLOGIST 9
24	6063706	.. AVIATION SPL P11	6060705	.. FISHERIES BIOLOGIST 10
25	6074207	.. AVIATION SPL 12	6060706	.. FISHERIES BIOLOGIST P11
26	6060304	.. BLDG CONSTR PROJ SUPT 9	6070907	.. FISHERIES BIOLOGIST 12
27	6060305	.. BLDG CONSTR PROJ SUPT 10	6076107	.. FISHERIES BIOLOGY SPL 12
28	6060306	.. BLDG CONSTR PROJ SUPT P11	6076108	.. FISHERIES BIOLOGY SPL 13
29	6060307	.. BLDG CONSTR PROJ SUPT 12	6076109	.. FISHERIES BIOLOGY SPL 14
30	6075307	.. BUILDING CONSTR SPL 12	6084610	.. FISHERIES BIOLOGY SPL 15
31	6075308	.. BUILDING CONSTR SPL 13	6063904	.. Fd/ANM IND FIELD SCI 9
32	6075309	.. BUILDING CONSTR SPL 14	6063905	.. Fd/ANM IND FIELD SCI 10
33	6083810	.. BUILDING CONSTR SPL 15	6063906	.. Fd/ANM IND FIELD SCI P11
34	6074007	.. CLINICAL HEALTH SCI 12	6074807	.. Fd/ANM IND FIELD SCI 12
35	6075407	.. CLINICAL HEALTH SCI SPL 12	6064404	.. FOOD IND FIELD SCI 9
36	6075408	.. CLINICAL HEALTH SCI SPL 13	6064405	.. FOOD IND FIELD SCI 10
37	6075409	.. CLINICAL HEALTH SCI SPL 14	6064406	.. FOOD IND FIELD SCI P11
38	6083910	.. CLINICAL HEALTH SCI SPL 15	6064407	.. FOOD IND FIELD SCI 12
39	6064304	.. DAIRY INDUSTRY FIELD SCI 9	6071407	.. FOOD INDUSTRY SPL 12
40	6064305	.. DAIRY INDUSTRY FIELD SCI 10	6071408	.. FOOD INDUSTRY SPL 13
41	6064306	.. DAIRY INDUSTRY FIELD SCI P11	6071409	.. FOOD INDUSTRY SPL 14
42	6064307	.. DAIRY INDUSTRY FIELD SCI 12	6088610	.. FOOD INDUSTRY SPL 15
43	6088707	.. DAIRY INDUSTRY SPL 12	6071207	.. FOREST MGT ANALYST 12
44	6088708	.. DAIRY INDUSTRY SPL 13	6076307	.. FOREST MGT SPL 12
45	6088709	.. DAIRY INDUSTRY SPL 14	6076308	.. FOREST MGT SPL 13
46	6088510	.. DAIRY INDUSTRY SPL 15	6076309	.. FOREST MGT SPL 14
47	6060406	.. ENGINEER P11	6084810	.. FOREST MGT SPL 15
48	6070407	.. ENGINEER 12	6061004	.. FORESTER 9
49	6088907	.. ENGRNG LCNSD SPL 12	6061005	.. FORESTER 10
50	6088908	.. ENGRNG LCNSD SPL 13	6061006	.. FORESTER P11
51	6088909	.. ENGRNG LCNSD SPL 14	6061104	.. GENERAL ENG 9
52	6088910	.. ENGRNG LCNSD SPL 15	6061105	.. GENERAL ENG 10
53	6075507	.. ENGRNG SPL 12	6061204	.. GEOLOGIST 9
54	6075508	.. ENGRNG SPL 13	6061205	.. GEOLOGIST 10
55	6075509	.. ENGRNG SPL 14	6061206	.. GEOLOGIST P11
56	6084010	.. ENGRNG SPL 15	6071507	.. GEOLOGIST 12
57	6080910	.. ENV ENFORCEMENT SPL 15	6076407	.. GEOLOGY SPL 12
58	6060506	.. ENV ENGINEER P11	6076408	.. GEOLOGY SPL 13
59	6070607	.. ENV ENGINEER 12	6076409	.. GEOLOGY SPL 14
60	6075707	.. ENV ENGRNG SPL 12	6084910	.. GEOLOGY SPL 15
61	6075708	.. ENV ENGRNG SPL 13	6061304	.. INDSTRY HYGIENIST 9
62	6075709	.. ENV ENGRNG SPL 14	6061305	.. INDSTRY HYGIENIST 10
63	6084210	.. ENV ENGRNG SPL 15	6061306	.. INDSTRY HYGIENIST P11
64	6078307	.. ENV ENG LCNSD 12	6071607	.. INDSTRY HYGIENIST 12
65	6075607	.. ENV ENGRNG LCNSD SPL 12	6078807	.. INDSTRY HYGIENE SPL 12
66	6075608	.. ENV ENGRNG LCNSD SPL 13	6078808	.. INDSTRY HYGIENE SPL 13
67	6075609	.. ENV ENGRNG LCNSD SPL 14	6078809	.. INDSTRY HYGIENE SPL 14
68	6085710	.. ENV ENGRNG LCNSD SPL 15	6061404	.. LABORATORY EVAL SPL 9
69	6063804	.. ENV QUALITY ANALYST 9	6061405	.. LABORATORY EVAL SPL 10
70	6063805	.. ENV QUALITY ANALYST 10	6061406	.. LABORATORY EVAL SPL P11
71	6063806	.. ENV QUALITY ANALYST P11	6061407	.. LABORATORY EVAL SPL 12
72	6074407	.. ENV QUALITY ANALYST 12	6061504	.. LABORATORY SCI 9
73	6074707	.. ENV QUALITY SPL 12	6061505	.. LABORATORY SCI 10
74	6074708	.. ENV QUALITY SPL 13	6061506	.. LABORATORY SCI P11
75	6074709	.. ENV QUALITY SPL 14	6071707	.. LABORATORY SCI 12
76			6076507	.. LABORATORY SCI SPL 12

1	CLASS # . . .	CLASS TITLE		CLASS # . . .	CLASS TITLE	
2	6076508	LABORATORY SCI SPL	13	6064006	RESEARCH BIOLOGIST	P11
3	6076509	LABORATORY SCI SPL	14	6077407	RESEARCH BIOLOGY SPL	12
4	6085010	LABORATORY SCI SPL	15	6077408	RESEARCH BIOLOGY SPL	13
5	6064104	LAND/WATER MGT ALYST	9	6077409	RESEARCH BIOLOGY SPL	14
6	6064105	LAND/WATER MGT ALYST	10	6085910	RESEARCH BIOLOGY SPL	15
7	6064106	LAND/WATER MGT ALYST	P11	6062504	RESOURCES ANALYST	9
8	6079007	LAND/WATER MGT ALYST	12	6062505	RESOURCES ANALYST	10
9	6079107	LAND/WATER MGT SPL	12	6062506	RESOURCES ANALYST	P11
10	6079108	LAND/WATER MGT SPL	13	6072907	RESOURCES ANALYST	12
11	6079109	LAND/WATER MGT SPL	14	6077507	RESOURCES SPL	12
12	6087510	LAND/WATER MGT SPL	15	6077508	RESOURCES SPL	13
13	6061604	LAND SURVEYOR	9	6077509	RESOURCES SPL	14
14	6061605	LAND SURVEYOR	10	6086010	RESOURCES SPL	15
15	6061606	LAND SURVEYOR	P11	6062604	SOIL SCI	9
16	6071807	LAND SURVEYOR	12	6062605	SOIL SCI	10
17	6079607	LAND SURVEYOR LCNSD	12	6062606	SOIL SCI	P11
18	6079507	LAND SURVEYOR LCNSD SPL	12	6073107	SOIL SCI	12
19	6079508	LAND SURVEYOR LCNSD SPL	13	6079807	SOIL SCIENCE SPL	12
20	6079509	LAND SURVEYOR LCNSD SPL	14	6079808	SOIL SCIENCE SPL	13
21	6087910	LAND SURVEYOR LCNSD SPL	15	6079809	SOIL SCIENCE SPL	14
22	6061704	LNDSCLP DESIGNER	9	6088210	SOIL SCIENCE SPL	15
23	6061705	LNDSCLP DESIGNER	10	6063504	STATISTICIAN	9
24	6061706	LNDSCLP DESIGNER	P11	6063505	STATISTICIAN	10
25	6071907	LNDSCLP DESIGNER	12	6063506	STATISTICIAN	P11
26	6076707	LNDSCLP DESIGN SPL	12	6073907	STATISTICIAN	12
27	6076708	LNDSCLP DESIGN SPL	13	6077607	STATISTICIAN SPL	12
28	6076709	LNDSCLP DESIGN SPL	14	6077608	STATISTICIAN SPL	13
29	6085210	LNDSCLP DESIGN SPL	15	6077609	STATISTICIAN SPL	14
30	6061804	METEOROLOGIST	9	6086110	STATISTICIAN SPL	15
31	6061805	METEOROLOGIST	10	6064204	TOXICOLOGIST	9
32	6061806	METEOROLOGIST	P11	6064205	TOXICOLOGIST	10
33	6072107	METEOROLOGIST	12	6064206	TOXICOLOGIST	P11
34	6076807	METEOROLOGIST SPL	12	6079907	TOXICOLOGIST	12
35	6076808	METEOROLOGIST SPL	13	6071007	TOXICOLOGY SPL	12
36	6076809	METEOROLOGIST SPL	14	6071008	TOXICOLOGY SPL	13
37	6061906	METROLOGIST	P11	6071009	TOXICOLOGY SPL	14
38	6075007	METROLOGIST	12	6088410	TOXICOLOGY SPL	15
39	6076907	METROLOGY SPL	12	6062704	TRNS ENG	9
40	6076908	METROLOGY SPL	13	6062705	TRNS ENG	10
41	6076909	METROLOGY SPL	14	6062706	TRNS ENG	P11
42	6062004	MICROBIOLOGIST	9	6073207	TRNS ENG	12
43	6062005	MICROBIOLOGIST	10	6073208	TRNS ENG	13
44	6062006	MICROBIOLOGIST	P11	6077707	TRNS ENGNRNG SPL	12
45	6072307	MICROBIOLOGIST	12	6077708	TRNS ENGNRNG SPL	13
46	6077007	MICROBIOLOGY SPL	12	6077709	TRNS ENGNRNG SPL	14
47	6077008	MICROBIOLOGY SPL	13	6086210	TRNS ENGNRNG SPL	15
48	6077009	MICROBIOLOGY SPL	14	6078507	TRNS ENG LCNSD	12
49	6085510	MICROBIOLOGY SPL	15	6077207	TRNS ENG LCNSD SPL	12
50	6062105	PHARMACIST	10	6077208	TRNS ENG SPL	13
51	6062106	PHARMACIST	P11	6077209	TRNS ENG SPL	14
52	6072407	PHARMACIST	12	6086810	TRNS ENG SPL	15
53	6077108	PHARMACIST SPL	13	6063304	TRNS PLANNER	9
54	6062204	PHYSICIST	9	6063305	TRNS PLANNER	10
55	6062205	PHYSICIST	10	6063306	TRNS PLANNER	P11
56	6062206	PHYSICIST	P11	6073707	TRNS PLANNER	12
57	6072507	PHYSICIST	12	6077807	TRNS PLANNING SPL	12
58	6078607	PHYSICIST SPL	12	6077808	TRNS PLANNING SPL	13
59	6078608	PHYSICIST SPL	13	6077809	TRNS PLANNING SPL	14
60	6078609	PHYSICIST SPL	14	6086310	TRNS PLANNING SPL	15
61	6087310	PHYSICIST SPL	15	6062806	VETERINARIAN	P11
62	6062304	PLANT INDUSTRY FIELD SCI	9	6073307	VETERINARIAN	12
63	6062305	PLANT INDUSTRY FIELD SCI	10	6077908	VETERINARY SPL	13
64	6062306	PLANT INDUSTRY FIELD SCI	P11	6062906	WASTEWATER SPL	P11
65	6072607	PLANT INDUSTRY FIELD SCI	12	6073407	WASTEWATER SPL	12
66	6072608	PLANT INDUSTRY FIELD SCI	13	6063104	WILDLIFE BIOLOGIST	9
67	6062406	PUBLIC UTILITIES ENG	P11	6063105	WILDLIFE BIOLOGIST	10
68	6072807	PUBLIC UTILITIES ENG	12	6063106	WILDLIFE BIOLOGIST	P11
69	6077307	PUBLIC UTIL ENGNRNG SPL	12	6073607	WILDLIFE BIOLOGIST	12
70	6077308	PUBLIC UTIL ENGNRNG SPL	13	6078107	WILDLIFE BIOLOGY SPL	12
71	6077309	PUBLIC UTIL ENGNRNG SPL	14	6078108	WILDLIFE BIOLOGY SPL	13
72	6085810	PUBLIC UTIL ENGNRNG SPL	15	6078109	WILDLIFE BIOLOGY SPL	14
73	6064004	RESEARCH BIOLOGIST	9	6086610	WILDLIFE BIOLOGY SPL	15
74	6064005	RESEARCH BIOLOGIST	10			

LETTER OF UNDERSTANDING

MPES - 84/87 - 7

Department of Agriculture

Article XVIII

March 20, 1987

The parties agree that due to the field nature of their work, Food/Animal Industry Specialist at the IV and V levels in the Food and Animal Industry Divisions of the Department of Agriculture may adjust hours within a week with the concurrence of their supervisor. Overtime payment in either cash payment or compensatory time at time and one half will be paid to employees at the IV and V levels only when 40 hours in pay status in a week are exceeded.

Michigan Professional
Employees Society

Department of Agriculture

/s/ Phillip L. Thompson/s/ Sandra J. Yonker

State Employer

/s/ Marie Shamraj/s/ George G. Matish, Director

Signed original of this letter is on file with either MPES or OSE

1 State of Michigan

2
3 DEPARTMENT OF AGRICULTURE
4 PO Box 30017, Lansing, Michigan 48909
5 PAUL E. KINDINGER, DIRECTOR
6

7 SPECIAL MEMORANDUM
8

9 TO: Regional Supervisors and All Scientific and Engineering
10 Bargaining Unit Members in the Food Division
11

12 FROM: Phillip Thompson, MPES Executive Director
13 Ed. Heffron, Food Division Director
14

15 DATE: March 2, 1987
16

17 RE: Labor/Management Meeting on Comp Time
18

19 A joint Labor/Management Meeting was held on Thursday, February 18, 1987 between
20 Michigan Professional Employees Society and the Food Division, Michigan Department
21 of Agriculture. Participating in this meeting were Dr. Ed. Heffron, Betty Mercer, Sandy
22 Yonker and Phillip Thompson.
23

24 The primary purpose of this meeting was to reach a clear understanding on the earning,
25 accrual and use of Compensatory Time for bargaining unit employees.
26

27 Commencing on March 8, 1987 Compensatory Time for Scientific and Engineering
28 Bargaining Unit employees within the Food Division of Michigan Department of
29 Agriculture shall be implemented as follows:
30

- 31 A) Bargaining unit employees at the IV or V level may be scheduled to work in
32 excess of eight (8) hours per day, while training with a VI level (or above)
33 Inspector, without accruing overtime.
34

35 Employees at the IV or V level shall be paid time and one-half for all hours
36 worked in excess of forty (40) per week. Or by mutual agreement between the
37 unit member and management, IV or V level employees may earn compensatory
38 time at the rate of time and one-half for all hours worked in excess of forty (40)
39 per week.
40

- 41 B) Bargaining Unit employees at the VI level and above may have the option of
42 accruing compensatory time (up to a maximum of 150 hours per fiscal year), or
43 adjusting their schedules within an eighty (80) hour pay period, for all hours
44 worked in excess of eight (8) hours per day and eighty (80) hours in a pay period.
45

46 Bargaining Unit employees wishing to adjust their pay period schedules for
47 overtime hours worked do not need prior approval for overtime, but must advise
48 their immediate supervisor as soon as possible following any such hours worked.
49 Prior approval is necessary should the employee wish to exceed 80 hours in a pay
50 period similar to banked comp time below.
51

52 Bargaining Unit employees who wish to accrue or "bank" overtime hours must
53 receive prior approval from their immediate supervisor (or second line supervisor,
54 or Division Director or Division Administrator in charge in that successive order)
55 before working overtime.

- 1 C) Bargaining Unit employees at the VI level or above who wish to switch their
2 method of using compensatory time/overtime must give management one pay
3 period advance notice.
4
- 5 D) Overtime and Compensatory Time shall be recorded as follows:
6
- 7 1. Thirty (30) minutes or less shall not be claimed for payment as overtime.
8 (e.g., 20 minutes = no record of overtime).
9
- 10 2. Time in excess of thirty (30) minutes shall be rounded up to the nearest one
11 hour increment in the claim for payment (e.g., 40 minutes = 1 hour of
12 overtime).
13
- 14 E) The terms and conditions of this program are on a provisional basis, and subject to
15 modification by the Parties, or revocation after thirty (30) days written notice by
16 either Party. In the event of revocation, all terms and conditions shall revert back
17 to the Michigan Department of Agriculture/Michigan Professional Employees
18 Society Agreement.
19

20 Both Michigan Department of Agriculture and Michigan Professional Employees
21 Society hopes that this memorandum clears any confusion over this subject. Also, we
22 encourage you to call either Sandy, Betty, Dr. Heffron or Phil for any additional
23 clarification that might be necessary.
24

25 /s/ Phillip Thompson, MPES

/s/ E. C. Heffron, Food Div, MDA

/s/ Sandra Yonker, MDA

26
27
28
29
30
31
32
33 *Signed original of this letter is on file with either MPES or OSE*
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

OFFICE OF THE STATE EMPLOYER
PO BOX 30026, LANSING, MICHIGAN 48909
JOHN B. BRUFF, DIRECTOR

October 5, 1984

LETTER OF UNDERSTANDING

MPES - 84/87 - 1

Purpose and Intent

- A. During the negotiations which resulted in an agreement on the Article entitled Purpose and Intent, it was discussed and agreed upon that both parties recognize the continuing responsibility of the Department of Natural Resources to provide efficient services to the Public.
- B. The Department of Natural Resources agrees to continue General Policies and Procedures No. 1.13 Alternate Work Schedule for the life of this agreement subject to C. below.
- C. The Department of Natural Resources may modify or abolish alternate work schedules subject to the following procedure.
1. If MPES on behalf of a unit member objects to the modifications abolishment of an Alternate Work Schedule it has the right to meet with D.N.R. representative in a Labor Management Meeting.
 2. If MPES is not satisfied with the results of the Labor Management Meeting, they shall have the right to appear before the Department's Personnel Committee to present their side of the dispute. Management likewise, shall have the right to present their side of the issue.
 3. The decision of the Personnel Committee shall be final finding on both parties, and not subject to appeal or the grievance procedure.

FOR MPES

FOR THE STATE EMPLOYER

/s/ William Bigham

/s/ John B. Bruff

Executive Director

Date: 10-7-84

Date: 10-7-84

/s/ Rodger Whitener

/s/ Marie Shamraj

President

Date: 10-9-84

Date: 10-15-84

Signed original of this letter is on file with either MPES or OSE

(This DNR Policy was not bargained and is provided for information purposes only.)

MICHIGAN	PERSONNEL POLICY & PROCEDURE	NO: 1.13
DEPARTMENT OF		REVISED
NATURAL RESOURCES	ALTERNATE WORK SCHEDULE	REV: 11/ /90

SUBJECT: General Policies and Procedures - Alternate Work Schedule

If any parts of this procedure conflict with any labor agreement, the agreement prevails.
Refer to Article 14 (MSEA and UAW); Article 17 (UTEA) and Letter of Understanding of October 5, 1984 (MPES).

DEFINITION: An alternate work schedule is any work schedule, requested by an employee, other than a standard Monday to Friday, 8:00 a.m. to 5:00 p.m. schedule with a one (1) hour lunch period.

FACTORS TO CONSIDER: The primary purpose for providing alternate work schedules is to provide flexible work hours which will mutually benefit Departmental program activities and employees' individual preferences. The primary consideration in determining whether an alternative work schedule should be utilized is its impact on the Department's ability to provide effective and efficient service to the general public and other clientele.

This impact should be evaluated in the light of program needs of the Agency, Division, Section and Unit. Program needs should be based on such criteria as, but not be limited to, the following:

- Ability to provide sufficient program staffing during all hours of operation and in emergencies.
- Accessibility to other staff and the public.
- Availability of individual staff to meet program and workload needs.
- Maintenance or improvement of program productivity and efficiency levels at no increase in cost.
- Effect on the ability to meet specific program requirements.
- Ability to provide full supervision.
- Facilities and operational circumstances.

In addition to this criteria, the following aspects should be considered by managers:

- Performance and attendance.
- Accumulation of overtime or compensatory time.

Nothing in this policy shall be construed as limiting management's discretion to establish, modify, or abolish alternate work schedules consistent with program needs.

OPTIONS:

- I. Employees at the 10 Position Classification Equivalent Level and below may apply for any of the following alternate work schedules. (These employees are covered by the Fair Labor Standards Act and cannot work over 40 hours per calendar week without receiving overtime pay):
 - A. Four 9-hour days and one 4-hour day each week.
 - B. Alternating weeks consisting of five 8-hour days one week, and four 9-hour days and one 4-hour day in the second week.
 - C. Forty-hour week. Typically, an employee requesting this option works an eight-hour a day schedule. However, based on operational needs and with

- 1 supervisor approval, the employee's schedule may be adjusted within the
2 pay period and the eight-hour day waived.
3
4 D. Four 10-hour days per calendar week.
5
6 II. Employees at the 11 Position Classification Equivalent Level equivalent and above
7 may apply for any of the following alternate work schedules:
8
9 A. Eight 9-hour days and one 8-hour day in a pay period.
10
11 B. Four 9-hour days and one 4-hour day each week.
12
13 C. Alternating weeks consisting of five 8-hour days one week, and four 9-hour
14 days and one 4-hour day in the second week.
15
16 D. Eighty hour pay period. Typically, an employee requesting this option
17 works an eight-hour a day schedule. However, based on operational needs
18 and supervisor approval, the employee's schedule may be adjusted within
19 the pay period and the eight-hour day waived.
20
21 E. Four 10-hour days per calendar week.
22
23 III. All employees may apply for five 8-hour days each week other than 8:00 a.m. to
24 5:00 p.m.
25
26 The foremost consideration, when granting options IC, ID, IID and IIE, should be
27 increased efficiency, productivity, and cost savings for the Department.
28

29 **PROCEDURE:** The request for an alternative work schedule must be made in writing by the
30 employee using the Annual Alternate Work Schedule Request Form R1215. If a group
31 (work crew) requests an alternate work schedule, include the names, work schedule,
32 classes and levels, bargaining unit and a statement that all employees agree to the
33 alternate work schedule.
34

- 35 A. Field employees submit request to immediate supervisor who will forward it with
36 recommendation to the second line supervisor who will forward it with
37 recommendations to the Regional Deputy Director, who, with the concurrence of
38 the Division/Office Chief, will give final approval/disapproval. A copy of the
39 request shall be forwarded to the Division.
40
41 B. Lansing employees submit request to immediate supervisor who will forward it
42 with recommendations to the second line supervisor who will forward it with
43 recommendations to the Division/Office Chief, who will give final
44 approval/disapproval.
45
46 C. An employee working an alternate schedule who is reassigned, promoted or
47 transferred must reapply for an alternate work schedule.
48
49 D. ALL EMPLOYEES ON ALTERNATE WORK SCHEDULES WILL HAVE TO
50 RESUBMIT THEM ANNUALLY DURING THE MONTH OF NOVEMBER
51 USING FORM R1215.
52
53 E. If the supervisor or employee wants to make changes to existing schedules or
54 submit new requests, this may be done throughout the year.
55

56 **WORK HOURS:** Work schedules routinely will not start before 7:00 a.m. and must begin no
57 later than 8:30 a.m. Exceptions may be granted for extenuating circumstances on an
58 individual basis by the Division/Office Chief or Regional Deputy Director. DNR offices

1 and installations that are presently open to the public from 8:00 a.m. to 5:00 p.m. will
2 remain on that schedule.

3
4 The work schedule shall include either a one-half hour lunch period or a one-hour lunch
5 period as approved by supervision.

6
7 **LEAVE USAGE:** Employees absences shall be covered with sick, annual or compensatory
8 leave in an amount equal to the hours scheduled to work for that day.

9
10 For employees on a 40-hour work week or an 80-hour pay period, the workday will be
11 eight hours for the purpose of charging absence to sick, annual or compensatory leave.
12 When an employee has less than eight hours to work to complete a 40 or 80 hour
13 schedule, only the hours remaining to arrive at 40 or 80 hours will be charged to the
14 appropriate leave account.

15
16 After 80 or 40 hours in pay status respectively, leave time cannot be used even if prior
17 approval was granted. The use of such time is cancelled since the employee has already
18 completed the pay period or work week.

19
20 **HOLIDAYS:** When a recognized holiday falls on a day when the employee is scheduled to
21 work more than eight hours, the difference between the eight hours holiday time and the
22 scheduled time must be made up by annual or compensatory leave or an approved
23 revision to the work schedule.

24
25 If a holiday falls on an employee's day off resulting from the alternate work schedule, the
26 day off will be rescheduled.

27
28 **TRAINING:** Schedules of employees required to participate in training may be modified to a
29 standard work period consisting of eight hours a day, 5 days a week. Travel and
30 mandatory training beyond the regularly scheduled eight-hour day will be considered
31 work time. Optional sessions beyond the regularly scheduled eight-hour day, which are
32 attended voluntarily are not considered work time. Employees will not be penalized for
33 not attending these voluntary sessions.

34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57

June 24, 1986

LETTER OF UNDERSTANDING
Between the Michigan Professional Employees Society
and the Michigan Department of Public Health

Subject: Modified Flex Time

The Michigan Professional Employees Society, the Michigan Department of Public Health
[subsequently renamed Department of Community Health/Community Public Health Agency]
and the Office of the State Employer hereby agree to implement, subject to the terms and
conditions set forth below, a modified flex time work scheduling program for Department
bargaining unit members:

1. The program will initially be implemented on a 90 day trial basis, with the Department's right to rescind it at any time, after serving 10 work days prior notice to the Society.
2. The program will be available exclusively to VI level and above bargaining unit members.
3. Employee flex time schedules will require supervisory authorization before taking effect; and the employee will be required to give her/his supervisor at least 10 work days advance notice of her/his desire to alter the schedule.
4. The program will provide for a daily "core time" in which all flex time employees must be working, as well as those hours in which the Department would permit the employee to have flexible starting and ending times. Core time will be established on an individual Bureau/Office basis.
5. The program would continue to embrace the eighty hours per pay period work concept.
6. The Parties agree to hold a Labor/Management meeting to review the possible implementation of alternate work schedules during the initial trial period for "flex time".

This letter of Understanding shall take effect on July 27, 1986.

/s/ Arthur Andrews / _____
Michigan Department of _____ date
Public Health

/s/ Phillip Thompson / 7/11/86
Michigan Professional _____ date
Employees Society

/s/ George Matish / 6/27/86
Office of the State _____ date
Employer

LETTER OF UNDERSTANDING

MPES - 84/87 - 9

The Michigan Professional Employees Society and
The Michigan Department of Public Health (BLES) and
The Office of the State Employer

The Michigan Professional Employees Society, the Michigan Department of Public Health, and the Office of the State Employer hereby agree to implement an Alternate Work Schedule Program for Scientific and Engineering bargaining Unit members in accordance with the following terms and conditions:

1. The program shall be **initially** implemented on a ninety (90) day **trial basis** within the Bureau of Laboratories and Epidemiological Services, the Office of State Registrar and Center for Health Statistics, and the Center for Environmental Health Sciences. The continuation, if any, of the subject program in these organizational units beyond the trial period shall be at the sole discretion of the Appointing Authority.
2. The department may discontinue the **trial** program at any time upon **ten (10) days** prior **written** notice from the Appointing Authority to the Society.
3. The Appointing Authority shall have the sole discretion to authorize the availability of the subject program in other organizational units within the department, which as of the date of this letter of understanding, have declined to implement the program on a trial basis.
4. The program will be available exclusively to bargaining unit members at the VI level and above in participating bureaus, centers, and offices, subject to operational and/or employee performance considerations. in recognition of the aforementioned criteria, it is understood by the parties that the subject program may not be available to all of the Society's bargaining unit members.
5. The program will be initially limited to one alternate work schedule option of eight nine-hour days, one eight-hour day, and one day off per eighty hour pay period (8 x 9 - 72 + 8 hours). Additional schedule options may be offered at the sole discretion of the Appointing Authority.
6. Participation of any bargaining unit member in the Alternate Work Schedule Program is subject to the immediate supervisor's discretion, based on the criteria stipulated in item #4 above.
7. The Appointing Authority shall have the sole discretion, upon ten (10) days written notice to the employee, to discontinue the program for any bargaining unit member; however, any decision to do so must be based upon operational and/or employee performance considerations.
8. A labor management conference shall be held to address any problems or complaints arising from the program.

This letter of understanding shall take effect on June 28, 1987.

/s/ Arthur Andrews 5/29/87

Michigan Department of Public Health

/s/ Phillip Thompson 5/29/87

Michigan Professional Employees Society

/s/ George Matish
Office of the State Employer

Signed Original Copy of this Letter is on File with either MPES or OSE.

LETTER OF UNDERSTANDING

August 30, 1991

The Michigan Professional Employees Society,
The Michigan Department of Transportation
and The Office of the State Employer

The Michigan Professional Employees Society, the Michigan Department of Transportation and the Office of the State Employer agree to implement an Alternate Work Schedule Program for Scientific and Engineering bargaining unit members in accordance with the following terms and conditions:

- A. The Alternate Work Schedule Program (AWS) shall be initially implemented within the Design Division and the Materials and Technology/Secondary Complex for a twelve (12) month pilot program commencing within two pay periods of Civil Service ratification of this Agreement.
- B. The program will be limited to the one work schedule option of eight nine-hour days, one eight-hour day and one day off per eighty-hour pay period ($8 \times 9 = 72 + 8$ hours). Additional schedule options may be offered subject to mutual agreement between the Department and the Society.
- C. The program will be available exclusively to bargaining unit members at the journey level (VI) and above.
- D. Subject to operational needs and/or employee performance considerations it is recognized that the program may not be available to all Society bargaining unit members.
- E. Approval of Alternate Work Schedules and approval of schedules for specific "flex days" off shall be subject to the Department's operational needs and ability to maintain a balanced staffing pattern with an adequate coverage in all necessary areas within the Division. In the event a conflict arises regarding a specific "flex day" off, approval shall be governed by bargaining unit seniority within the Division.
- F. Participation of any bargaining unit member in the AWS is subject to the immediate supervisor's approval, based on E above. However, the denial of the AWS for an individual bargaining unit member is subject to a labor/management meeting including the Society, the immediate supervisor and the Personnel Office.
- G. At the completion of the twelve (12) months pilot program, the Department of Transportation retains the right to terminate the AWS subject to any of the following operational considerations:
 - 1) the Department's inability to provide adequate supervision or
 - 2) the Department can demonstrate a significant adverse financial impact.

In addition, at the completion of the twelve (12) month pilot program, the Society, the Department and the Office of the State Employer agree to meet in a labor/management conference to address any problems or complaints arising from the program.

/s/ William Whitbeck, OSE

/s/ Phillip L. Thompson, MPES

/s/ John Lopez, MDOT

/s/ Frank Spica, MPES

Signed original of this letter is on file with either MPES or OSE

VOLUNTARY WORK SCHEDULE ADJUSTMENT PROGRAM
Office of the State Employer and Michigan Professional Employees Society

Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the Program by submitting a completed standard Voluntary Work Schedule Adjustment Agreement form to his or her supervisor, a facsimile of which is attached and incorporated as part of this Agreement. Bargaining Unit employees shall continue to have the right, by not submitting a standard agreement form, to not participate in either Plan.

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan c is reserved to the supervisor and Appointing Authority, based upon whether such participation would adversely impact upon the Department's operations and/or budget. Once approved, the individual agreement may be terminated by the Appointing Authority or the Employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

Plan A. Biweekly Scheduled Hours Reduction.

A.1. Eligibility.

Only full-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan A.

A.2. Definition.

With the approval of the supervisor and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the Agreement. The employee may enroll for a minimum of one (1) pay period, but not to extend beyond September 20, 1996. The standard hours per pay period for the employee to receive the benefits of paragraphs A.3. and A.4. below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. time off on Plan A will be counted against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act.

A.3. Insurances.

All State-sponsored group insurance programs, including long-term disability insurance, in which the employee is enrolled shall continue without change in converges, benefits or premiums.

A.4. Leave Accruals and Service Credit.

Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the Agreement. State service credit shall remain at eighty (80) hours per pay period for purposes of longevity compensation, pay step increases, employment preference,

1 holiday pay, and hours until rating. Employees shall incur no break in
2 service due to participating in Plan A.

3
4 **Plan C. Leave of Absence.**

5
6 C.1. Eligibility

7 Full-time and part-time employees who have satisfactorily completed
8 their initial probationary period in the state classified service shall be
9 eligible to participate in Plan C. Permanent-intermittent employees are
10 not eligible to participate.

11
12 C.2. Definition.

13 With the approval of the supervisor and the Appointing Authority, an
14 employee may elect to take one (1) unpaid leave of absence during the
15 fiscal year for a period of not less than one (1) pay period and not more
16 than three (3) months, not to extend beyond September 20, 1996. The
17 three (3) month period is not intended to be cumulative. Time off on
18 Plan C leave will count against an employee's twelve work week leave
19 entitlement under the federal Family and Medical Leave Act, if such time
20 off is for a qualifying purpose under the Act.

21
22 C.3. Insurances.

23 All state-sponsored group insurance programs in which the employee is
24 enrolled shall be continued without change in coverage, benefits or
25 premiums for the duration of the leave of absence, with the exception of
26 long term disability (LTD) insurance, by the employee pre-paying the
27 employee's share of the premiums for the entire period of the leave of
28 absence. LTD coverage will not continue during the leave of absence,
29 but will be automatically reinstated immediately upon termination of the
30 leave of absence. If an employee is enrolled in the LTD insurance
31 program at the time the leave of absence is initiated and becomes
32 eligible for disability benefits under LTD during the leave of absence and
33 is unable to report to work on the agreed-upon termination date for the
34 leave of absence, the return-to-work date shall become the date
35 established for the disability, with the commencement of sick leave and
36 LTD benefits when the sick leave or waiting period is exhausted, which
37 ever occurs later.

38
39 C.4. Leave Accruals.

40 Accumulated annual leave, personal leave, and sick leave balances will
41 automatically be frozen for the duration of the leave of absence. The
42 employee will not accrue leave credits during the leave of absence.

43
44 C.5. Service Credit.

45 An employee shall incur no break in service due to participating in Plan
46 C. However, no state service credit will be granted for any purpose.

47
48
49 /s/ Phillip L. Thompson, MPES 8-17-95 /s/ Janine M. Winters, Director, OSE

50
51 /s/ James R. Wilson, OSE

52
53 *Signed original of this letter is on file with either MPES or OSE*
54
55

SAFETY

Section 1: General

The Department of Agriculture (MDA) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit members. Both management and unit members shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Agriculture shall make reasonable efforts to provide a safe work environment and eliminate recognized hazards in accordance with applicable statutes, regulations, and established industry standards.

Section 2: Rule Compliance

All unit members shall comply with written safety rules and procedures established by the Michigan Department of Agriculture and/or Division management, and with rules established on an emergency basis. Such emergency rules shall be committed to writing at the earliest practicable time.

Section 3: Designation of MPES Safety Representatives

The Department agrees to establish a Departmental Safety Committee as specified in Appendix B. MPES shall be entitled to designate a unit member as the MPES Safety Representative to serve on the Departmental Safety Committee and one alternate. This representative or the alternate is entitled, without loss of pay and with proper notice to his/her supervisor, to resolve safety issues with the Department managers on behalf of unit members in accordance with the procedures outlined in Section 4 of this Article.

To maximum extent possible, the preparation of written requests in accordance with Section 4 will take place on the non-work time of both the MPES Safety Representative and the unit member with the safety issue.

Section 4: Procedure for Safety Issues

If a unit member has a safety issue, he/she will discuss it first with his/her immediate supervisor. The supervisor will provide a verbal response as soon as possible but no later than five (5) days after the discussion.

If not satisfied with the supervisor's response, the unit member shall, within 10 days of response, submit a written request for action to the Division Director, explaining the problem and a suggested solution. The Division Director will investigate and provide a written approval, denial, or plan of action to the unit member within 10 days of receipt of the request, forwarding a copy to MPES.

If not satisfied with the Division Director's response, the unit member shall within 10 days of receiving the response submit a request for action to the MPES Safety Representative. Upon request, the Division Director will meet with the MPES Safety Representative and/or Society Representative. Any resolution of the safety request shall be confirmed in writing and signed by the Division Director, the requesting unit member, and the Society. Such resolution shall not be grievable.

1 Failing resolution with the Division Director, the unit member and MPES Safety
2 Representative may submit a request for action to the Departmental Safety
3 Committee with copies of the original written request, the Division Director's
4 response and a statement on why the response was not acceptable. The
5 Departmental Safety Committee will review the request and make a
6 recommendation to the Department Director. The decision of the Department
7 Director will be issued in writing. Upon mutual agreement of the Employer and
8 the unit member or the Society, time limits may be extended.
9

10 A unit member who has reasonable cause to believe he/she is in imminent
11 danger or loss of life or serious bodily injury may remove himself or herself from
12 the situation to notify their immediate supervisor or higher authority, after taking
13 reasonable measures to protect the public, other employees and/or
14 Departmental property. The supervisor or higher authority will immediately
15 correct the situation to the extent possible and/or temporarily reassign the
16 employee to another location or work assignment.
17

18 Nothing in this Article shall be interpreted so as to prevent MPES or its
19 designated safety representative from providing assistance in the filing of
20 requests made under this Section, or to prevent the filing of a grievance where
21 there is alleged violation of the agreement. The Department agrees that no
22 retributive action will be taken against a unit member who exercises his/her
23 rights under this Article.
24

25 The Department's compliance with this Article is contingent on the availability of
26 funds. If the Department is unable to immediately implement a safety measure,
27 the Department shall make a positive effort to obtain the necessary funds.
28

29 Failure of the Department to implement safety measures agreed to under this
30 Section shall be grievable in accordance with the provisions of Article IX of the
31 MPES primary agreement.
32

33 Section 5: Safety Equipment and Protective Clothing

34

35 The Department reserves the right to require employees to use safety equipment
36 properly and to wear required protective clothing. Failure to do so may result in
37 discipline. Safety equipment and protective clothing that is required by the
38 Department or the Division Director shall be furnished to the employee by the
39 Department. The Department shall provide necessary training for the use of
40 required safety equipment.
41

42 Section 6: Establishment of Temporary Safety Committee

43

44 The parties mutually agree to establish a temporary MPES/Department of
45 Agriculture Safety Committee, comprised of four (4) Unit members appointed by
46 the Society and four (4) representatives appointed by the Department. The
47 purpose of this temporary committee is to discuss and seek solutions for the
48 safety issues of concern listed in Appendix A. Recommendations of the
49 temporary committee shall be submitted to the appropriate Department authority,
50 together with supporting documentation. In the event the parties are unable to
51 reach resolution within the time frame prescribed below, all outstanding items in
52 Appendix A may be submitted to the Grievance procedure at the Third Step in
53 accordance with the Primary Agreement.
54

1 Committee members will be appointed and the first meeting held within four (4)
2 weeks of the effective date of this secondary agreement. It is the intent of the
3 parties to establish subcommittees comprised of one unit member and one
4 department member each to address certain specific issues from Appendix A,
5 bring their recommended solution(s) to the full committee. The Committee will
6 meet bi-weekly for a minimum period of two months to resolve concerns in
7 Appendix A until the Departmental Safety Committee is fully operational.
8 Meetings may be cancelled or moved to another date by mutual agreement.
9 Each unit member appointed to this temporary committee shall receive
10 administrative leave for meetings of the committee and subcommittee to which
11 he/she is assigned.

12
13 After the termination of the temporary committee general safety discussions
14 may be conducted under Article VI of the primary agreement.

15
16 Section 7: Duration and Termination

17
18 This Health and Safety Article, entered into this 26th day of February, 1986,
19 between the Michigan Professional Employees Society and the Department of
20 Agriculture, shall take effect upon ratification by the Society and Civil Service
21 Commission, and shall remain in full force and effect through September 30,
22 1987.

23
24 IN WITNESS WHEREOF, the parties have hereto set their hands,

25
26 For the Michigan Professional
27 Employees Society

For the Department of
Agriculture

28
29 /s/ Phillip Thompson

/s/ Sandra J. Yonker

30
31 /s/ George Sabolish

32
33
34
35
36
37 *Signed original of this letter is on file with either MPES or OSE*
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

PLANT INDUSTRY DIVISION**Equipment Needs**

- 1 Eye protection
- 2 Face protection
- 3 Hardhats and liners
- 4 Chemical resistant gloves
- 5 Chemical resistant boots
- 6 Safety Shoes
- 7 Respirators
- 8 Dust masks
- 9 Air packs
- 10 Transport cases
- 11 Chemical resistant suits
- 12 Sampling equipment
- 13 Bee suit
- 14 Bee sting kits
- 15 Carts for moving gas treated hives
- 16 Explosion proof flashlights
- 17 Dog repellent

Problems

- 18 Working at heights
- 19 Dust
- 20 Explosive atmospheres
- 21 Machinery which may catch clothing
- 22 Air quality in confined spaces

Training

- 23 Pesticide handling, sampling, application, clean-up, site re-entry
- 24 Fire safety
- 25 Self-defense, how to avoid dangerous situations
- 26 First aid
- 27 CPR
- 28 Safe driving

Other

- 29 Periodic cholinesterase tests and health screening for pesticide exposure
- 30 Working alone
- 31 Working in remote areas
- 32 Threat of assault

A Departmental Safety Committee is to be established in MDA containing a representative from each union (MPES, MSEA, UTEA, UAW) and a volunteer who is a member of the Business and Administrative bargaining unit and 5 management representatives. It will meet bi-monthly or more frequently if needed. If no items are placed on the agenda at least seven calendar days in advance of a scheduled meeting, such meeting will not be held.

The charge to the Departmental Safety Committee is as follows:

- 1. Develop an overall MDA safety policy for the approval and issuance by the Director's office.

ENVIRONMENTAL DIVISION**Equipment Needs**

- 33 Hardhats and liners
- 34 Safety Shoes
- 35 Working alone
- 36 Working in remote areas

LABORATORY DIVISION**Equipment Needs**

- 37 Eye washes
- 38 Chemical resistant gloves
- 39 Eye and face protection
- 40 Pippetting aids

Problems

- 41 Storage of flammable liquids
- 42 Housekeeping
- 43 Electrical outlets on fume hoods
- 44 Adequacy of fume hoods
- 45 Ventilation (fumes "drift" around the building)
- 46 Storage of equipment and reagents in fume hoods

Training

- 47 First Aid
- 48 CPR
- 49 Handling accidents and spills

STATE CAR USERS**Equipment**

- 50 Fire extinguishers
- 51 Radios
- 52 Rear window defoggers

Training

- 53 Safe driving

Problems

- 54 Transporting propane tanks
- 55 Transporting hazardous materials

2. Review existing safety procedures and work rules to determine where revisions or new safety procedures and work rules are needed.
3. With the concurrence of the Director's office on #2 above, coordinate with the Divisions to facilitate the drafting of necessary safety procedures/work rules.
4. Review safety concerns and documentation brought to it from time to time by members of management or employees regarding safety equipment or potentially hazardous situations. Make recommendations to the Director's office regarding preferred alternatives including supporting documentation.

LETTER OF UNDERSTANDING
SECTION 3

It is agreed by the parties that MPES will designate one unit member to the Departmental Safety Committee and one alternate to serve in the absence of the appointed member. However, if in secondary negotiations during the term of this contract another exclusive representative negotiates more than one member on the Departmental Committee, MPES will be entitled to equal representation.

IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional
Employees Society

For the Department of
Agriculture

/s/ Phillip Thompson

/s/ Sandra J. Yonker

/s/ George Sabolish

Signed original of this letter is on file with either MPES or OSE

SHIFT ASSIGNMENTS COVERING
SCIENTIFIC AND ENGINEERING BARGAINING
UNIT EMPLOYEES WORKING FOR THE
DEPARTMENT OF MENTAL HEALTH

[Subsequently renamed Department of Community Health]

When it is determined that operational needs require the assignment of work hours that are different from the work shifts as defined in Article 18 of the MPES/State of Michigan Primary Agreement, such assignments of bargaining unit employees shall be made as follows:

- A. Any proposed schedule changes for bargaining unit members outside the work shifts defined in Article 18 of the MPES/State of Michigan Primary Agreement shall be reduced to writing by the facility and distributed to affected bargaining unit members.
- B. Affected bargaining unit members within the facility will be given up to five (5) work days to reach voluntary agreement as to which employees shall work specific available schedules. Decisions reached in this manner shall be reduced to writing and presented to the individual designated by the facility within the five (5) working day period.
- C. In the event no voluntary agreement is presented to the facility designee, bargaining unit members will select available work schedules based on seniority, as defined in Article 11 of the primary agreement in the following manner:
 - 1. The affected bargaining unit member, in seniority order, beginning with the most senior, shall have the opportunity to select his/her preferred work schedule and notify the facility designee within five (5) work days after the facility has notified employees that assignments will be made based on seniority.

In the event some schedules remain open the facility designee shall assign employees to the remaining available schedules.
- D. Bargaining unit members shall be allowed to bid on any new or vacated schedules within their class, level and facility if the facility intends to fill the position. Such positions bid on will be filled based on seniority.
- E. Bargaining unit members of equal qualifications may voluntarily agree to switch work schedules with other bargaining unit members of the same class, level and facility. Such voluntary agreements will be subject to supervisory approval, however, shall not be unreasonable denied.
- F. Any affected bargaining unit members work schedules shall be determined according to this secondary agreement within twenty (20) work days after ratification of this agreement.

This does not preclude changes in work schedules within the term of this agreement.
- G. It is understood by the parties that the intent of this secondary agreement is to determine the method of scheduling bargaining unit members for consistent work schedules (as opposed to rotating work schedules). Requests for rotating work schedules may be implemented by mutual agreement of the parties. If agreement is not reached the issue will be subject to negotiation between MPES and the Department at the request of either party.
- H. The terms of this secondary agreement shall continue in full force and effect through December 31, 1990 unless modified by mutual agreement or negotiation between MPES and the Department of Community Health (formerly Mental Health).

/s/ Phillip Thompson, MPES 7/22/88

/s/ Thomas E. Adams, DMH 7/22/88

MPES/DMH Secondary Bargaining Team

Edward Novak Jeff Fiszbein
Richard Kujda Bonnie Weitzel

Signed original of this letter is on file with either MPES or OSE

STATEWIDE
RECALL REQUEST FORM
SCIENTIFIC/ENGINEERING UNIT

NAME: _____ SS# _____

TELEPHONE: _____

CURRENT CLASSIFICATION: _____

Article XII (Layoff and Recall) of the Agreement between the State of Michigan and the Michigan Professional Employees Society provides laid off employees certain rights to recall. The following information is essential in protecting your rights. You will be considered for recall only to those positions in classifications and locations you have indicated on this form. This form must be completed and delivered to the department personnel office within seven days of the effective date of your layoff.

I agree to accept recall to positions as indicated below:

☐ Any position in my current classification and level (Primary Class).

☐ Any position in a classification in the bargaining unit in which I have achieved Civil Service status (Secondary Class).

☐ I am interested in being considered for appointment to positions, for which I may be qualified, in the following classifications:

1. _____

2. _____

3. _____

4. _____

I understand that appointment to such a position shall be subject to Civil Service certification requirements and that it is my obligation to take the necessary steps to have my name placed on a "referral" list for the above classifications.

I wish to be placed on recall lists and to be considered for appointment to positions in the counties I have indicated below:

1	[]	Alcona	[]	Gratiot	[]	Missaukee
2	[]	Alger	[]	Hillsdale	[]	Monroe
3	[]	Allegan	[]	Houghton	[]	Montcalm
4	[]	Alpena	[]	Huron	[]	Montmorency
5	[]	Antrim	[]	Ingham	[]	Muskegon
6	[]	Arenac	[]	Ionia	[]	Newaygo
7	[]	Baraga	[]	Iosco	[]	Oakland
8	[]	Barry	[]	Iron	[]	Oceana
9	[]	Bay	[]	Isabella	[]	Ogemaw
10	[]	Benzie	[]	Jackson	[]	Ontonagon
11	[]	Berrien	[]	Kalamazoo	[]	Osceola
12	[]	Branch	[]	Kalkaska	[]	Oscoda
13	[]	Calhoun	[]	Kent	[]	Otsego
14	[]	Cass	[]	Keweenaw	[]	Ottawa
15	[]	Charlevoix	[]	Lake	[]	Presque Isle
16	[]	Cheboygan	[]	Lapeer	[]	Roscommon
17	[]	Chippewa	[]	Leelanau	[]	Saginaw
18	[]	Clare	[]	Lenawee	[]	Sanilac
19	[]	Clinton	[]	Livingston	[]	Schoolcraft
20	[]	Crawford	[]	Luce	[]	Shiawassee
21	[]	Delta	[]	Mackinac	[]	St. Clair
22	[]	Dickinson	[]	Macomb	[]	St. Joseph
23	[]	Eaton	[]	Manistee	[]	Tuscola
24	[]	Emmet	[]	Marquette	[]	Van Buren
25	[]	Genesee	[]	Mason	[]	Washtenaw
26	[]	Gladwin	[]	Mecosta	[]	Wexford
27	[]	Gogebic	[]	Menominee		
28	[]	Grand Traverse	[]	Midland		

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Department of Agriculture

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below.

- ☐ Region 1
- ☐ Region 2
- ☐ Region 3
- ☐ Region 4
- ☐ Region 5
- ☐ Region 6
- ☐ Region 7

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Department of Community Health
(Formerly - Mental Health)

I wish to be placed on recall lists and to be considered for appointment to positions in the agencies I have indicated below:

<input type="checkbox"/> Alpine	<input type="checkbox"/> Muskegon
<input type="checkbox"/> Caro	<input type="checkbox"/> Newberry
<input type="checkbox"/> CVC	<input type="checkbox"/> Northville
<input type="checkbox"/> Coldwater	<input type="checkbox"/> N.R.T.C.
<input type="checkbox"/> DPH	<input type="checkbox"/> Oakdale
<input type="checkbox"/> Fairlawn	<input type="checkbox"/> Pheasant Ridge
<input type="checkbox"/> Forensic Center	<input type="checkbox"/> Plymouth Center
<input type="checkbox"/> Hawthorn Center	<input type="checkbox"/> Southgate
<input type="checkbox"/> Kalamazoo	<input type="checkbox"/> Traverse City
<input type="checkbox"/> Lafayette	<input type="checkbox"/> Walter Reuther
<input type="checkbox"/> M.O.R.C.	<input type="checkbox"/> Yorkwoods
<input type="checkbox"/> Mt. Pleasant	<input type="checkbox"/> Ypsilanti

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in access and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Department of Community Health/Public Health Agency
[Formerly Public Health]

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below. (Layoff Unit map for the Department of Public Health is on page 50 of this Agreement.)

- ☐ Region I
☐ Region II
☐ Region III
☐ Region IV
☐ Region V
☐ Region VI

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Department of Transportation

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below.

- ☐ Districts 1 and 2
- ☐ Districts 3 and 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ Detroit Metro Area
- ☐ Lansing Area, including Secondary Complex and the Bureau of Aeronautics

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

**Department of Natural Resources & Department of Environmental Quality
BUMPING SEQUENCE**

- (1) For purposes of this Section, Employment types shall be:
- (a) Permanent Full Time
 - (b) Permanent Less than Full Time
- (2) Geographic bumping tiers for unit members in the DNR shall occur in the following successive order:
- (a) District-Wide
 - (b) Region-Wide
 - (c) State-Wide

Employees currently in permanent less than full time positions begin the following bumping sequence at Step 1. Employees currently in permanent full-time positions begin the following bumping sequence at Step 3.

Employees shall bump into the least senior position in their classification beginning with the layoff unit in the following successive order:

Step	Level	Employment Type	Geographic Area
..... 1	Current Level	Less than full time	Layoff Unit
2	Successively Lower Levels	Less than full time	Layoff Unit
..... 3	Current Level	Full time	Layoff Unit
4	Successively Lower Levels	Full time	Layoff Unit
5	Current Level	Full time	Region-Wide
6	Successively Lower Levels	Full time	Region-Wide
7	Current Level	Full time	State-Wide
8	Successively Lower Levels	Full time	State-Wide
9	Current Level	Less than full time	Layoff Unit
10	Successively Lower Levels	Less than full time	Layoff Unit

The Employer is under no obligation to change the employment type of a position bumped into by the employee of a different employment type.

For example, if an employee with a job share employment type bumps into a full time position, the Employer is under no obligation to change the full time position to job share.

Layoff Unit Designation: Department of Natural Resources - Each district shall constitute a layoff unit.

/s/ Phillip L. Thompson

/s/ Wanda Brown

Michigan Professional Employees Society Department of Natural Resources

BARGAINING TEAM Hope Croskey, Douglas Daniels, Pat Engel, Edward Novak,
Steve Sliver, Gloria Taylor, Phillip Thompson, Chief Spokesperson

Signed original of this letter is on file with either MPES or OSE

[This Policy was not bargained and is provided for informational purposes only.]

DNR/DEQ Tentative Agreement & Explanatory Notes
on Bumping & Layoffs

The MPES/DNR Secondary Bargaining Team reached a tentative agreement with DNR on May 11, 1993. The Agreement modifies certain layoff and bumping provisions in the contract. To take affect, the agreement must be ratified by DNR members. The bargaining team supports the agreement, and recommends it for ratification.

Current Layoff and Bumping Provisions:

Under the current contract, in the event of a reduction in force, you can be displaced either by the elimination of your position or by being bumped by a more senior employee. In either case, you must either bump into another position or accept a layoff. Your first bump is to the least senior position at your current classification and level within the layoff unit (DNR Region). If that is unavailable, you then must bump into successively lower levels within the region. If you are the least senior (IV-VI) within the region for your classification, you then look statewide. You bump only within your current employment type (full-time bump full-time; less-than-full-time bump less-than-full-time).

Proposed Layoff Unit:

Under the tentative agreement, the layoff unit is changed to coincide with the DNR district boundaries, effectively reducing the geographic area of the first bump. The tentative agreement establishes a district — region — state hierarchy for bumping, versus the current region — state hierarchy. Regardless of employment type (full-time or less-than-full-time), members expressed a desire to minimize the potential for long-distance bumps (e.g., Grand Rapids to Levine), even if that meant accepting a lower level position within the district.

Employment Type:

The MPES Collective Bargaining Agreement distinguishes between employment types. Two primary areas are full-time and less-than-full-time. The less-than-full-time members are typically more senior employees that have elected to reduce their work schedules. This reduction in work schedules is often done to accommodate special family needs (elderly care, child care, personal medical conditions, education pursuits, etc.). Approximately 20 MPES members are in such less-than-full-time positions today, and that number is expected to grow as more employees are forced to juggle increasing family demands and careers.

Proposed Additional Bumping Rights:

Under the tentative agreement, a member will now be able to bump into a different employment type. Total seniority would be used for purposes of bumping into a different employment type, just as in bumping within the member's current employment type. The MPES Collective Bargaining Agreement is premised on the importance of recognizing seniority. The tentative agreement furthers that recognition by ensuring that more senior less-than-full-time employees are not laid off without having an opportunity to accept a full-time position, and that full-time employees be allowed to bump less-than-full-time employees as a matter of last resort.

Proposed Bumping Sequence:

Under the tentative agreement, current employment type determines bumping sequence. The difference in sequences is in when a member can bump into the other employment type. For less-than-full-time employees, the change in employment type occurs after the member has exhausted all less-than-full-time opportunities within the district. For full-time employees, the change would occur after the member has exhausted all full-time opportunities statewide. This difference in sequence is consistent with full-time members

1 placing a higher priority on maintaining full-time employment, and less-than-full-time
2 placing a higher priority on geographic area.

3
4 Other Layoff and Bumping Provisions:

5 The tentative agreement does not alter other layoff and bumping provisions in the
6 Collective Bargaining Agreement (seniority, recall lists, etc.), and it pertains only to DNR.

7
8 Tentative Agreement:

9 The main focus is on the numbered steps. The numbers do not reflect the relative
10 importance of an employment type or a greater number of opportunities for a given
11 employment type. Steps 1-8 are for current less-than-full-time members. Steps 3-10 are for
12 current full-time members.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

Longevity Compensation Plan Schedules of Payments for MPES
Effective 10/1/93

Years of Service	Equivalent Hours of Service	Annual Payments
6	12,480	\$293
7	14,560	
8	16,640	
9	18,720	
10	20,800	330
11	22,880	
12	24,960	
13	27,040	
14	29,120	410
15	31,200	
16	33,280	
17	35,360	
18	37,440	528
19	39,520	
20	41,600	
21	43,680	
22	45,760	674
23	47,840	
24	49,920	
25	52,000	
26	54,080	878
27	56,160	
28	58,240	
29	60,320	
30 & Over	62,400 & Over	1150

LONGEVITY

- 1
- 2
- 3 1. Eligibility. Each permanent employee shall receive longevity payment as
- 4 provided in the schedule following completion of an aggregate of six years of
- 5 continuous full-time classified service and continuing in subsequent years of
- 6 such service. Effective October 1, 1993, Appendix G-1 is the Longevity
- 7 Payment Schedule. During Fiscal Year 1993-94 the longevity payment will
- 8 include the scheduled payment and a one time only payment reflecting the
- 9 difference between the pre-October 1, 1993 longevity schedule and the
- 10 longevity schedule effective October 1, 1993 as displayed in Appendix G-1.
- 11
- 12 a. A permanent employee eligible for special credit for longevity for service
- 13 in a non-elective excepted or exempted position in a principal
- 14 department, the legislature or the supreme court, under Compensation
- 15 and Fringe Benefits Rule 5-4.3d, shall receive such credit immediately
- 16 upon entering the classified service. Proper documentation of such
- 17 service shall be retained in the employee's personnel file.
- 18
- 19 b. A permanent employee eligible for special credit for longevity for
- 20 honorable service in the armed forces of the United States under
- 21 Compensation and Fringe Benefits Rule 5-4.3d shall receive such credit
- 22 immediately upon entering the Classified Service.
- 23
- 24 (1) New employees must be advised by the Appointing Authority of the
- 25 military service benefit upon hire.
- 26
- 27 (2) Once notified, it becomes the employee's responsibility to submit
- 28 the required documentation within the seven hundred twenty (720)
- 29 hour qualifying period for grant of additional service credit
- 30 retroactive to date of hire.
- 31
- 32 (3) If the employee fails to submit the required documentation within
- 33 the seven hundred twenty (720) hour qualifying period, credit will
- 34 not be given retroactive to date of hire, but will be credited the first
- 35 day of the pay period in which the documents are received by the
- 36 Appointing Authority.
- 37
- 38 (4) The following criteria shall be applied in determining eligibility for
- 39 military service credit and entering the appropriate transactions in
- 40 the Payroll Personnel System:
- 41
- 42 (a) Only active service for which the veteran has received an
- 43 honorable discharge or other certified evidence of honorable
- 44 active service shall be creditable. Any of the following
- 45 documents would serve to provide such evidence.
- 46
- 47 1) Certificate of Honorable Discharge
- 48 2) Certified copy of Honorable Discharge
- 49 3) Photostatic copy of Honorable Discharge
- 50 4) Certificate of Honorable Active Military Service
- 51 5) Certificate of Service
- 52 6) Photostatic copy of Certificate of Service
- 53 7) Report of Separation
- 54 8) General Discharge Certificate
- 55

- (b) Only active military service in the armed forces of the United States subsequent to January 1, 1938 shall be considered.
- (c) Active military service is considered active duty in any branch of the armed forces under conditions such that a regular military leave of absence would have been granted (under General Rule 2-5.3) had the veteran been a classified employee at the time the military tour of duty began.
- (d) Military service need not be immediately prior to state employment.
- (e) Military duty in a reserve component does not qualify for credit. However, the active duty time served for basic training while in a reserve component is creditable.
- (f) Military service resulting from more than one tour of active duty may be combined, but shall not exceed the maximum of five (5) years allowable.
- (g) Permanent classified employees (General Rule 2-16.2) regardless of their work schedule, are entitled to full credit for their active military service.
- (h) Temporary classified employees (General Rule 2-16.3) are not entitled to military service credit.
- (5) The following conversion table must be used to adjust active military service to continuous state service hours:

1 year	=	2080 hours
1 month	=	174 hours
1 day	=	5.8 hours

Note: When figuring military service time, care should be taken to include the last day of service. In most cases this requires adding one day to the date of discharge.

- c. Military Service credit, as provided under Compensation and Fringe Benefits Rule 5-4.3d, shall be credited as currently continuous service.
- d. Permanent employees who separate from state service and return and complete six (6) years (12,480 hours) of full time continuous service shall have placed to their credit all previous state classified service earned since January 1, 1938.
- e. To be eligible for a full annual longevity payment after the initial payment, a permanent employee must have completed continuous full-time classified service equal to the service required for original eligibility, plus a minimum of one (1) additional year (2080 hours).
- f. Permanent employees rendering seasonal, intermittent or other part-time classified service shall, after establishing original eligibility, be entitled to subsequent annual payments on a pro-rata basis for the number of full-time equated biweekly pay periods completed (multiples of 80 hours).

- 1 g. For the purpose of determining both initial and subsequent eligibility,
2 persons employed in regularly established permanent positions having a
3 duration of twenty-one (21) or more biweekly pay periods but less than a
4 full year; twenty-one (21) or as many more pay periods as constitute a full
5 regularly recurring work year shall be credited as a full year.
6
- 7 h. Employees granted leaves of absence with pay will have such time
8 credited for longevity compensation purposes.
9
- 10 (1) An employee who is receiving workers' compensation, plus the
11 Commission's approved supplement to two-thirds (2/3) pay, will
12 receive service credit in accordance with Section 15, Disability
13 Payment for Duty Incurred Injury. (Civil Service Commission
14 Compensation Plan, October 1, 1984, Section D, pages D-52 through
15 D-54).
16
- 17 (2) An employee on a paid leave of absence as the result of an assault
18 shall receive service credit for such absence in accordance with
19 Section 15, Disability Payment for Duty Incurred Injury.
20
- 21 i. An employee granted a leave of absence without pay shall not have a
22 break in service for the purpose of this Section but shall not receive
23 service credit for the time of the leave of absence.
24
- 25 2. Payments. Payments shall be made in accordance with the table of longevity
26 values [Appendix G-1] based on length of service and the longevity pay grade
27 assigned the employee's class.
28
- 29 a. No active employee shall receive more than the amount scheduled for one
30 (1) annual longevity payment during any twelve (12) month period except
31 in the event of retirement or death.
32
- 33 b. Initial Payments. Employees qualify for their initial payment by completing
34 an aggregate of six (6) years (12,480 hours) of continuous service.
35
- 36 c. Annual Payments.
37 (1) Employees qualify for annual payment by completing two thousand
38 eighty (2,080) hours of continuous service during the longevity year.
39
- 40 e. Lost Time Considerations.
41 (1) Lost time is not creditable continuous service nor does it count in
42 qualifying for an initial or an annual payment.
43
- 44 (2) Employees do not earn state service credit in excess of eighty (80)
45 hours in a biweekly pay period. Paid overtime does not offset lost
46 time, except where both occur in the same pay period.
47
- 48 f. Payment at retirement or death - An employee with twelve thousand four
49 hundred eighty (12,480) hours of currently continuous service, who
50 separates by reason of retirement separates by reason of retirement or
51 death shall qualify and receive both a terminal and a supplemental
52 payment as follows:
53
- 54 (1) A terminal payment, which shall be either: A full initial longevity
55 payment based upon the total years of both current and prior service if

the employee has not yet received an initial longevity payment; or, a pro rata payment for time worked from the preceding October 1 to the date of separation, if previously qualified. The pro rata payment is limited to the number of full time equated biweekly pay periods completed (multiples of 80 hours).

- (2) A supplemental payment for all time previously not counted in determining the amount of prior longevity payments. The supplemental payment is limited to the number of full-time equated biweekly pay periods completed (multiples of 80 hours).

- (3) The amount of payment at retirement or death is determined as follows:

- (a) Service bracket for all payments is determined by adding currently continuous and prior service and dividing by two thousand eighty (2,080).
- (b) Employee qualifying for initial payment [paragraph C.2.f.(1) above]:
- 1) A full payment; plus,
 - 2) A supplemental payment based upon the number of eighty (80) hour units in excess of full year (2,080) increments.

This is the remainder in (a) above.

- (c) Employee qualifying for annual payment (paragraph f. (2) above):
- 1) A pro rata payment based upon the number of hours in the longevity counter; plus,
 - 2) A supplemental payment determined as follows:
 - a) Subtract the hours in the current longevity counter from the hours in the total currently continuous and prior service counters.
 - b) Divide answer in 1) by two thousand eighty (2,080). The remainder is the number of hours for which supplemental payment is due.

LETTER OF INTENT

Article 25., Section A.2. 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 eligible (as defined in the collective bargaining agreement) bargaining unit employees, regardless of employment type or work schedule, will receive the lump-sum payment, calculated according to the provisions of the agreement, (full or pro-rated based on the ratio of hours in pay status in FY 94 divided by 1040) in April 1994 if, on March 26, 1994, the employee meets any one 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 subsequent payments will be as follows: October 1994-9/26/93 through 9/24/94; October 1995 - 9/25/94 through 9/23/95; October 1996 - 9/24/95 through 9/21/96.

Payment Dates:

1. Paid on April 21, 1994 if "working" (as defined in #1, above) or on workers' compensation; if not "working" or on workers' compensation, paid in first pay warrant received thereafter in FY 94 or FY 95.
2. All payroll system-generated payments are separate warrants (including those for April 21, 1994); all others 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 ours in pay status in the qualifying period divided by 2080 hours, and the qualifying date shall be October 2nd of the respective years.

FOR THE Society

FOR THE Employer

/s/ Phillip Thompson 3/17/94
MPES Executive Director

/s/ Sharon J. Rothwell 3/17/94
OSE Director

Signed original of this letter is on file with either MPES or OSE

Letter of Agreement

In Support of National Health Care Reform
September 1991

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 through 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.

1

LETTER OF UNDERSTANDING

2

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.

6

7

8

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.

9

10

11

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.

12

13

14

15

4. Therefore, the undersigned parties agree to establish sub-committees 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.

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

<u>/s/ William C. Whitbeck</u>	<u>11/16/92</u>
Local 31-M	Date
<u>/s/ Phillip L. Thompson</u>	<u>11/16/92</u>
Michigan Professional Employees Society	Date
<u>/s/ William C. Whitbeck</u>	<u>11/16/92</u>
Office of the State Employer	Date
<u>/s/ James B. Spellicy</u>	<u>11/6/95</u>
Michigan Corrections Organization	Date

Signed original of this letter is on file with either MPES or OSE

Letter of Understanding
Joint SEIU/OSE Health Care Committee

Effective in January 1996, a Joint SEIU/OSE Health Care Committee is established and will begin meeting on a regular quarterly basis. The purpose of this Joint 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 state health plan program design option for the Flexible Benefits Program; such Joint Committee consideration may include abenefit design, as well as sharing of premium costs and savings between the unit's employees and the State;

Review and determine matters as provided above.

<u>/s/ Fred Parks</u>	<u>11/6/95</u>	<u>/s/ James B. Spellicy</u>	<u>11/6/95</u>
Michigan Corrections Organization		Office of State Employer	
<u>/s/ Victoria L. Cook</u>	<u>11/6/95</u>	<u>/s/ Susan O'Doherty</u>	<u>11/6/95</u>
Local 31-M, SEIU, AFL-CIO		Office of State Employer	
<u>/s/ Phillip Thompson</u>	<u>11/6/95</u>	<u>/s/ James R. Wilson</u>	<u>11/6/95</u>
Michigan Professional Employees Society		Office of State Employer	
		<u>/s/ Janine M. Winters</u>	<u>11/6/95</u>
		Office of State Employer	

Signed original of this letter is on file with either MPES or OSE

SEIU COALITION
FLEXIBLE BENEFITS PLAN

During 1992 negotiations between the State of Michigan and the SEIU Coalition members, the parties agreed that a Flexible Benefits Plan will be implemented for all SEIU Coalition bargaining unit members beginning FY 94. The Flexible 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 FY93 or as soon thereafter as administratively possible.

The Flexible 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 FY92 will continue during FY94, FY95 and FY96.

The parties discussed the manner in which employees will make individual benefit selections under the Flexible Benefits Plan and agreed to use a form patterned after the attached "sample" SEIU Enrollment Form to communicate: The benefit credits given to each employee; any current individualized enrollment information on file with the Employer; and the benefit selections available including costs or price tags. 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, \$1300 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 an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FY94 will receive 1300 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 \$1000 of coverage, and therefore may differ from employee to employee. Financial incentives paid under the Flexible Benefits Plan to employees electing HMO, Catastrophic Health or Preventive Dental Plan 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 Flexible Benefits Plan within the SEIU Coalition.

[This document was not formally bargained and is provided for informational purposes only.]

PARTICIPATING PROVIDER INCENTIVE (PPI)

The Participating Provider Incentive Program was implemented in October, 1988 for all MPES employees covered by the State Health Plan.

The Plan provides payment in full to participating providers for covered Major Medical services, with the exception of chiropractic and outpatient psychiatric services. The \$50.00 per person/\$100.00 per family deductible and 10% co-payment will be waived for all services paid directly to a provider who chooses to participate with BCBSM either formally or on a per claim basis.

Major Medical services include:

- Acupuncture
- Ambulance
- Birth Control Devices
- Clinic Visits
- Durable Medical Equipment
- Inhalation Therapy
- Injections
- Medical Emergency Care
(when not admitted)
- Medical/Surgical Supplies
- Occupational Therapy
- Office Calls
- Physical Therapy
- Pre/Post Natal Care
- Prosthetic and Orthotic Appliances
- Private Duty Nursing
- Speech Therapy

Major Medical services provided by a non-participating provider where reimbursement is sent to the member will be subject to the \$50 per member/\$100 per family deductible and 10% co-payment per year with a maximum liability of \$500 per year.

Basic benefit services will be paid in full to participating providers. Basic benefit services provided by a non-participating provider will be reimbursed to the member at the approved amount. The member will be liable for the difference between the payment amount and the provider's charge. This liability is not to exceed \$100 per member/\$200 per family per calendar year.

Many providers have a formal agreement to participate with BCBSM for all Basic benefits. Others may choose to participate on a per claim basis. You may obtain the names of a participating provider for Basic services within the county in which you reside by calling toll-free 1-800-643-4652 or in Lansing 1-517-322-9515.

For all Major Medical services and basic benefit services rendered by a non-participating provider you should inquire with the provider if he/she will accept assignment and bill BCBSM for you. If you have any questions relating to this program, call the State of Michigan Service Center at the numbers listed above.

State of Michigan
Department of Civil Service
 Capitol Commons Center
 400 South Pine Street, PO Box 30002
 Lansing, MI 48909

MARTHA BIBBS, State Personnel Director

CS-6702

February 2, 1993

TO: ALL APPOINTING AUTHORITIES, PERSONNEL OFFICERS, AND
 RECOGNIZED EMPLOYEE ORGANIZATIONS

FROM: MARTHA BIBBS, STATE PERSONNEL DIRECTOR

SUBJECT: APPROVAL OF RULES 6-2.1 (19), 6-9.5(6), AND 6-9.5(7) CONCERNING
 CONTRACTUAL SERVICES

At its meeting of January 26, 1993, the Civil Service Commission gave approval to Civil Service Rules 6-2.1(19), 6-9.5(6) and 6-9.5(7) concerning the scope of collective bargaining on the subject of contractual services.

The Civil Service Commission, at both its January 11 and January 26, 1993 meetings, engaged in lengthy discussion over the proposed Rule changes with interested parties and Civil Service staff. The attached Rule amendments reflect the culmination of the Rule circulations and the deliberations of the Commission.

Employees who are exclusively represented and subject to terms and conditions of a collective bargaining agreement which covers the subject matter herein, will be covered by the Rule amendments upon expiration of the collective bargaining agreement. For all other employees, the Rule amendments will have immediate effect.

**PERSONNEL OFFICES ARE REQUESTED TO POST THIS NOTICE IN AN
 APPROPRIATE LOCATION FOR REVIEW BY ALL STATE EMPLOYEES**

Rule 6-2.1(19).--TERMS DEFINED

- (19) "Prohibited Subjects of Bargaining" means: Civil Service policy, rules and regulations protecting the merit principle in selection, classification, decisions to contract for personal services under Chapter 4, Section 4-6 of Commission Rules, political activity, or governing the bargaining relationship, or conditions of employment outside the bargaining.

Rule 6-9.5(6).--COMMISSION REVIEW OF AGREEMENTS, IMPASSE PANEL RECOMMENDATIONS, EMPLOYMENT RELATIONS BOARD RECOMMENDATIONS

- (6) Negotiated agreements or impasse panel recommendations shall not contain provisions which prohibit the State's decision to contract for personal services. Decisions to contract for personal services shall not be subject to collective bargaining, impasse panel or grievance arbitration determinations. However, parties to agreements may negotiate provisions which address the following:
- (a) Notice to the exclusive representative of the decision to contract for personal services
 - (b) Meet and confer over the impact of the decision to contract for personal services
 - (c) Reasonable efforts on the part of the employer, not involving a delay in implementation, to reduce the impact contractual personal services might have on existing State employees.
- (7) Disputes arising from Department of Civil Service approval under Chapter 4, Section 4-6 of the Commission Rules, or requests to contract for personal services, shall be exclusively subject to procedures established under Section 6-9.7 of this Rule.

MICHIGAN PROFESSIONAL EMPLOYEES Society
MICHIGAN DEPARTMENT OF STATE POLICE

1991 SECONDARY AGREEMENT - DRUG TESTING

As a result of secondary negotiations under Article 5, Section L, the parties mutually agree that the safety sensitive positions which shall be subject to the Department's controlled substance testing program shall be all Laboratory Scientist positions (inclusive of the four, five, six and seven levels) within the Forensic science Division. It is further understood that any modification of the Department's controlled substance testing program shall be subject to the notification requirements of Article 5, Section F and I. The parties agree to establish a joint labor-management committee composed of up to three (3) representatives designated by the Department and up to three (3) representatives designated by the Society. This committee shall meet to review and discuss issues and/or concerns regarding implementation, administration or changes in the Department's controlled substance testing program in accordance with Article 6 of the Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional
Employees Society

For the Michigan Department of
State Police

/s/ Phillip L. Thompson, Executive Director /s/ George H. Childers, Jr., Labor Rel. Rep.

(ATTACHMENT - FOR INFORMATIONAL
PURPOSES ONLY)

Michigan State Police
Drug Testing Program
Procedure 13

PROGRAM: RANDOM DRUG TESTING FOR LABORATORY SCIENTISTS

Objective of Program: To implement a random drug testing program for current civilian employees represented by the Michigan Professional Employees Society within the Forensic Science Division. The objective of the program is to ensure that the integrity of the work force has been maintained.

Class of Employees Involved: Laboratory Scientists IV through VII within the Forensic Science Division.

Civil Service/Labor Contract Authority: Pursuant to Article 5, Section L of the Agreement between Michigan Professional Employees Society and the State of Michigan and the secondary agreement reached between the parties on May 22, 1991.

Selection Criteria for Testing: A random selection process for all laboratory scientists employed in the Forensic Science Division at the IV level through VII level has been implemented. This random selection process involves the Special Programs Section of the Personnel Division's development of a database containing all such laboratory scientist's names and social security numbers. This database is accessed through a random selection process and up to 10 percent of the laboratory scientist's names and social security numbers will be selected every three months for testing. Once these employees have been notified and are tested, their names will be put back into the pool so they stand an equal chance of selection during the next three-month cycle.

Protocol for Testing: The protocol for the collection and analysis of specimens shall be the standards specified in the specimen collection site procedures and specimen analysis procedures as articulated at the beginning of this report. These standards and procedures have been agreed upon by the Michigan State Police and the Department of Management and Budget, Office of Purchasing, in the awarding of contracts to provide this service to the department.

Protocol for Scheduling:

1. For the purpose of this protocol, the appropriate level of command means the commanding officer of the Forensic Science Division.
2. The Special Programs Section shall contact the appropriate collection site, and provide them with the name and date of birth of the member to be tested. The specimen control number shall be obtained and recorded in the Personnel Division drug screening book.
3. The Special Programs Section shall provide the location, date and time of appointment to the appropriate level of command or his or her designee.

- 1 4. The appropriate level of command or his or her designee shall direct the
2 member to the collection site designated by the Special Programs
3 Section.
4
- 5 5. The employee in question shall report to the collection site within 24 hours
6 of notification.
7
- 8 6. Upon arrival at the collection site, members shall identify themselves as
9 departmental members to avoid procedural problems. State ID and
10 driver's license shall be used for this purpose.
11
- 12 7. The member, appropriate level of command or his or her designee shall
13 be notified of negative results. The Employee Disclosure Report, copy of
14 lab result, and a letter of results shall be forwarded to each member
15 tested.
16
- 17 8. If the initial screening test (EMIT) results are positive, the sample will be
18 analyzed through Gas Chromatography/Mass Spectrometry (GC/MS) or
19 a superior testing technique. If the result of the GC/MS test is positive,
20 the information will be shared with the Director and Intradepartmental
21 Affairs for additional investigation.
22
23
24
25
26
27
28

(ATTACHMENT - FOR INFORMATIONAL
PURPOSES ONLY)

Michigan State Police
Drug Testing Program
Procedure 14

**PROGRAM: LABORATORY SCIENTISTS ORDERED FOR DRUG TESTING
BASED UPON REASONABLE SUSPICION**

Objective of Program: To provide drug screening for civilian employees represented by the Michigan Professional Employees Society within the Forensic science division when reasonable suspicion has been established that they are illegally involved in the use or possession of a controlled substance. The purpose is to confirm or negate the allegations, and provide evidentiary roof for administrative procedures concerning the future employment of the civilian employee.

Class of Employees Involved: Laboratory Scientists IV through VII within the Forensic Science Division.

Civil Service/Labor Contract Authority: Pursuant to Article 5, Section L of the Agreement between Michigan Professional Employees Society and the State of Michigan and the secondary agreement reached between the parties on May 22, 1991.

Selection Criteria for Testing: If, through the course of an investigation conducted by the department concerning the behavior and/or conduct of an employee, the commanding officer has reasonable suspicion predicated upon specific facts and reasonable inferences drawn from these facts that an employee is under the influence of, using, selling, dispensing, or in the possession of any unlawful controlled substance, the commanding officer, through the appropriate chain of command, may seek approval from the Director or Acting Director that the employee in question mandatorily submit to drug testing. Upon approval of this request, the Director or the Acting Director shall contact the commanding officer of the Personnel Division who will coordinate the efforts to get the employee in question tested.

Protocol for Testing: The protocol for the collection and analysis of specimens shall be the standards specified in the specimen collection site procedures and specimen analysis procedures as articulated at the beginning of this report. These standards and procedures have been agreed upon by the Michigan State Police and the Department of Management and Budget, Office of Purchasing, in the awarding of contracts to provide this service to the department.

Protocol for Scheduling:

1. Laboratory scientists within the Forensic Science Division and represented by Michigan Professional Employees Society shall submit to urinalysis upon the approval of the Director or Acting Director.
2. Upon notification by the Director or Acting Director of their approval to test an employee, the commanding officer of the Personnel Division will contact the appropriate collection site and provide them with the name and date of birth of the member to be tested. A special control number shall be obtained and recorded in the MPES drug screening book.

- 1 3. The Personnel Division shall provide the location, date, and time of
2 appointment to the commanding officer.
3
- 4 4. The appropriate commanding officer, or his or her designee shall
5 accompany the bargaining unit member to the collection site designated
6 by the Personnel Division at the prescribed time and date.
7
- 8 5. Upon arrival at the collection site, the bargaining unit member shall
9 provide his/her state ID card and drivers license as a means of
10 identification. The accompanying officer shall verify the information
11 provided by the bargaining unit member.
12
- 13 6. the employee will be afforded the normal privacy, as outlined in the
14 general protocol for specimen collection and analysis at each of the
15 collection sites.
16
- 17 7. The member, appropriate level of command or his or her designee shall
18 be notified of negative results. The Employee Disclosure Report, copy of
19 lab result, and a letter of results shall be forwarded to each member
20 tested, with a copy of the results letter to the appropriate level of
21 command or his or her designee.
22
- 23 8. If the initial screening test (EMIT) results are positive, the sample will be
24 analyzed through Gas Chromatography/Mass Spectrometry (GC/MS) or
25 a superior testing technique. If the result of the GC/MS test is positive,
26 the information will be shared with the Director and Intradepartmental
27 Affairs for additional investigation.
28
29
30
31
32
33

(ATTACHMENT - FOR INFORMATIONAL
PURPOSES ONLY)

Michigan State Police
Drug Testing Program
Procedure 15

**PROGRAM: PRE-EMPLOYMENT DRUG TESTING PROCEDURES FOR
CURRENT MPES BARGAINING UNIT MEMBERS HIRED FROM
OTHER STATE DEPARTMENTS**

Objective of Program: To insure that all new departmental laboratory scientists, represented by the Michigan Professional Employees Society prior to being transferred from other state departments into the Department of State Police, are drug free prior to their appointment to the Forensic Science Division.

Class of Employees Involved: Laboratory Scientists IV through VII potentially hired for positions within the Forensic Science Division.

Civil Service/Labor Contract Authority: Pursuant to Article 5, Section L of the Agreement between Michigan Professional Employees Society and the State of Michigan and the secondary agreement reached between the parties on May 22, 1991.

Selection Criteria for Testing: When a position within a work unit in the Forensic Science Division is to be filled by a current MPES bargaining unit member, each applicant who is not currently a departmental member shall be advised of the required screening test. If the work site commander determines his/her choice for the position is not an employee of the Department of State Police, he/she shall contact the Special Programs Section of the Personnel Division to contact the Special Programs Section of the Personnel Division to arrange for a test. While an applicant may be offered a position contingent upon his/her successfully passing the test, no applicant shall be hired until test results have been received and reviewed by the Personnel Division. The work site commander requesting the screening will be advised of the applicant's test results when they are received.

Protocol for Testing: The protocol for the collection and analysis of specimens shall be the standards specified in the specimen collection site procedures and specimen analysis procedures as articulated at the beginning of this report. These standards and procedures have been agreed upon by the Michigan State Police and the Department of Management and Budget, Office of Purchasing, in the awarding of contracts to provide this service to the department.

Protocol for Scheduling:

1. The work site commander shall provide the full name, date of birth, place of residence, and a telephone number where the applicant can be reached to the Special Programs Section.
2. Prospective employees shall sign a conditional letter of appointment, indicating willingness to participate in the controlled substance testing program, acknowledging that a refusal to submit to the test will render him/her ineligible for hire.
3. The prospective employee shall be contacted by the Special Programs Section and told to report for drug screening. After contact is made with

- 1 the prospective employee, he/she shall submit to drug screening within 24
- 2 hours after notification.
- 3
- 4 4. The Special Programs Section shall:
- 5
- 6 a. direct the applicant to the collection site nearest his/her place of
- 7 residence or place of current employment.
- 8
- 9 b. record the name, date of birth, place of residence, telephone number,
- 10 date of notification and date of appointment in the Michigan State
- 11 Police drug screening notebook.
- 12
- 13 c. Immediately contact the collection site after making contact with the
- 14 applicant and inform them of the scheduled appearance.
- 15
- 16 d. Obtain the specimen control number from the collection site and write
- 17 it in the Michigan State Police drug screening notebook.
- 18
- 19 5. Prospective employees shall provide two pieces of identification upon arrival
- 20 at the collection site.
- 21
- 22 6. Controlled substance testing for prospective laboratory scientists currently
- 23 represented by the Michigan Professional employees Society and to be
- 24 hired into positions within the Forensic science Division is mandatory. A
- 25 positive test result shall render the prospective employee ineligible for hire.
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49
- 50
- 51
- 52
- 53
- 54
- 55

DEPARTMENT OF CIVIL SERVICE
CAPITOL COMMONS CENTER
400 SOUTH PINE STREET, PO BOX 30002
LANSING, MICHIGAN 48909

MARTHA BIBBS, STATE PERSONNEL DIRECTOR

February 25, 1993

Mr. William Whitbeck, Director
Office of the State Employer
Knapps Centre
Lansing, MI 48909

Mr. Phillip L. Thompson, Executive Director
Michigan Professional Employees Society
1026 East Michigan Avenue
Lansing, MI 48912

Dear Messrs. Whitbeck and Thompson:

The Civil Service Commission, at its meeting of January 26, 1993 took the following action:

"On motion duly made and supported, the Commission ratified the Agreement and Letter of Understanding between the State of Michigan, Office of State Employer and the Michigan Professional Employees Society, SEIU, for the Scientific and engineering Unit subject to the following conditions:

1) Any provision of this Agreement which is in conflict with any Civil Service Commission Rule governing the prohibited subjects of bargaining contained in Chapter 6 of the Commission Rules, shall be subject to the Civil Service Commission Grievance and Appeal Procedure for resolution and shall not be subject to grievance arbitration under the Agreement.

2) Notwithstanding any provision to the contrary this ratification does not in any way waive or abrogate the Civil Service Commission's rules governing prohibited subjects of bargaining except as otherwise provided.

3) Notwithstanding any provision to the contrary no provision of this agreement shall waive or abrogate Civil Service Commission rule 2-19.6a and any provisions in this agreement in conflict with that rule shall be null and void. Any determination of a conflict shall be within the sole jurisdiction of the Commission and not subject to the grievance arbitration under this agreement.

4) This ratification shall become part of the Agreement and shall be affixed to the Agreement and will serve as notice to the parties that jurisdiction over conflicts with rules governing prohibited subjects of bargaining are subject to Civil Service Commission Rules and Procedures and not grievance arbitration under the agreement."

Sincerely,

/s/ Diane Hardman

Secretary to the Civil Service Commission

[Although the conditions listed above were not part of the formal bargaining process between MPES, MCO, 31-M and the Office of the State Employer, they were added to the Agreement by the Civil Service Commission at the time of Commission approval on January 26, 1993.]

Signed original of this letter is on file with either MPES or OSE

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between the State of Michigan, represented by the Office of the State Employer, and the Michigan Professional Employees Society, exclusive representative for the Scientific and Engineering bargaining unit.

1. Article 2, Section A of the parties' current collective bargaining agreement incorporates by reference the Rules and Compensation Plan ("Plan") of the Michigan Civil Service Commission which were in effect on the effective date of the agreement, unless the subject matter of such rules and compensation plan is covered in the agreement.

2. Section 4, IV of the Compensation Plan provides that employees who are currently receiving the forty cents (\$.40) per hour prison rate (eligibility for which is provided in Article 25, Section I of the current collective bargaining agreement), who have two years of continuous service, and whose work stations are described in Section 4, IV, B.2 of the Plan shall be paid a "Retention/High Security" pay premium of an additional ten cents (\$.10) per hour, for a total of fifty cents (\$.50) per hour above regular rates. Retention/high security pay and prison rate shall not be applied simultaneously. All other provisions of Section 4, IV of the Plan shall apply in accordance with their terms.

3. As full and final resolution of any and all grievances, claims, or other disputes regarding implementation of Retention High Security pay for members of this bargaining unit, the parties agree to implement the provisions of the Section 4, IV of the Compensation Plan effective upon ratification by the members of the Scientific and Engineering bargaining unit and approval by the Civil Service Commission of a voluntary economic agreement for Fiscal Year 1993-94.

/s/ Phillip L. Thompson

For the Society

/s/ James Wilson

For the Employer

Date: 11/19/92

Date: 11/19/92

Signed original of this letter is on file with either MPES or OSE

MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
PROFESSIONAL DEVELOPMENT FUND

Criteria for Reimbursement Requests

Revised: November 2, 1995

- 1) *Full reimbursement of approved expenditures for any acceptable training/conference/seminar/certification request up to a maximum of \$700.00 per Fiscal Year. Reimbursement requests under Tuition Reimbursement and Certification Classes shall be considered a part of the \$700.00 per Fiscal Year maximum. PDF reimbursements shall be limited to acceptable training/conference/seminar or certification requests conducted in the United States of America and/or Canada.*
- 2) *Applications for PDF reimbursement in an amount less than \$50.00 will not be considered.*
- 3) *Particular emphasis is placed on the reason for the Department's denial of the funding request as well as the willingness of the Department to provide "administrative leave" for attendance. Requests for funding, where "administrative leave" is denied, shall be considered on a case-by-case basis.*
- 4) *Reimbursements shall be limited to pre-approved attendance (as opposed to retroactive) requests.*
- 5) *Lodging reimbursement shall be limited to single-occupancy room rates at the facility where the conference is scheduled.*
- 6) *Transportation reimbursement may include acceptable transportation costs between the airport and the conference site, but shall not include any car rental fees.*
- 7) *Rental vehicle fees will not be considered for reimbursement under these Criteria.*
- 8) *PDF approval for mileage reimbursement shall be at the "Approved Private Car Use" rate in the MPES Contract or the latest IRS rate, whichever is higher.*
- 9) *The MPES/PDF Committee reserves the right to revise these criteria when deemed necessary.*
- 10) *In order to qualify for reimbursement through the Professional Development Fund, the applicant must be a bargaining unit member at the time of completion of the seminar or conference.*
- 11) *A brief letter concerning the quality of the seminar or conference, and how your professional career was advanced by your attendance, shall be submitted along with your original receipts for reimbursement.*
- 12) *Reimbursement will be based upon the most reasonable, economical method of travel.*
- 13) *The PDF Coordinator shall have a minimum of 10 working days, from the date the application is received in the MPES Office, to respond to all PDF reimbursement requests.*
- 14) *All eligible receipts shall be submitted by the Applicant to the MPES Office within 45 days of the completion of the training/conference/seminar. Failure to comply may cause forfeiture of the applicant's previously approved Professional Development funds.*

*IT SHOULD BE EMPHASIZED THAT EACH REQUEST WILL BE REVIEWED
WITHIN THE CONTEXT OF THESE CRITERIA ON A CASE-BY-CASE BASIS.*

PDF Coordinator: Robert Scholle (517) 482-1737 • 1-800-589-MPES [6737] • Fax: (517) 482-7870

MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY

Tuition Reimbursement and Certification

Criteria for Reimbursement Requests

November 2, 1995

1. Full reimbursement of approved expenditures for any acceptable Tuition Reimbursement or Certification request, up to a maximum of \$350.00 per Fiscal Year. Reimbursement under these Criteria shall be considered a part of the maximum allowable per Fiscal Year under Criteria #1 of Professional Development Fund Criteria. Tuition Reimbursement and Certification shall be limited to job related courses and certification conducted at an accredited university, college, community college, academy or institute, or at an approved certification class in the United States and Canada.
2. Computer courses and/or correspondence courses will not be considered for reimbursement under these Criteria.
3. Reimbursement requests shall be limited to those costs associated with tuition and lab fees. The costs of books, materials, transportation, lodging, meals and miscellaneous expenses is not reimbursable.
4. The applicant is required to submit evidence of a passing grade of C (or better) and/or satisfactory performance in order to be eligible for reimbursement.
5. Review classes for State of Michigan Licensed Engineers, Architects and Land Surveyors shall be considered for reimbursement under these Criteria.
6. Reimbursement requests of less than \$50.00 will not be considered.
7. Reimbursements shall be limited to pre-approved attendance requests.
8. The MPES/PDF Committee reserves the right to revise these criteria when deemed necessary.
9. In order to qualify for reimbursement under these criteria, the applicant must be a bargaining unit member at the time of completion of the approved course or certification approval.
10. A brief letter concerning the quality of the approved course or certification and how your professional career was advanced by your attendance shall be submitted along with your original receipts for reimbursement.
11. The PDF Coordinator shall have a minimum of 10 working days, from the date the application is received in the MPES Office, to respond to all reimbursement requests.
12. All eligible receipts shall be submitted by the applicant to the MPES Office within 45 days of the completion of the approval course or certification. Failure to comply may be cause for forfeiture of the applicant's previous approval.

**IT SHOULD BE EMPHASIZED THAT ALL REQUESTS WILL BE REVIEWED
WITHIN THE CONTEXT OF THESE CRITERIA ON A CASE-BY-CASE BASIS.**

PDF Coordinator: Robert Scholle (517) 482-1737 • 1-800-589-MPES [6737] • Fax: (517) 482-7870

Letter of Understanding
MPES
Article 12
Department of Agriculture
July 28, 1994

Effective August 28, 1994 for the sole purposes of layoff and recall the classifications of Food Industry Field Scientist 9, 10 and P11 and the Dairy Industry Field Scientist 9, 10 and P11 shall be "class clustered" within the Department of Agriculture.

Michigan Professional Employees Society For Michigan Department of Agriculture

/s/ Phillip Thompson 8/11/94

/s/ Barbara Hensinger 8/16/94

For Office of State Employer

/s/ Jim Wilson 8/18/94

Signed original of this letter is on file with either MPES or OSE

1	Administrative Leave (Conference Attendance)	41
2	Administrative Leave (Emergency Closure)	85, 86
3	Administrative Leave (Grievance Committee)	18
4	Administrative Leave (Job Interview)	21
5	Administrative Leave (Labor/Management)	11
6	Administrative Leave (Professional Development Fund)	146
7	Administrative Leave (Secondary Bargaining)	6, 8
8	Administrative Leave (Society Business)	20
9	Agency Shop Fee Deduction	4
10	Alternate Delivery Systems (Birthing/Hospice)	69
11	Alternate Work Schedule (DNR) Letter of Understanding	99
12	Alternate Work Schedule (DCH/PHA) Letter of Understanding	103
13	Alternate Work Schedule (MDOT) Letter of Understanding	105
14	Annual Exams	70
15	Annual Leave (Accumulation Cap)	54
16	Annual Leave (Buy Back)	20, 37
17	Annual Leave (Paid)	52
18	Annual Leave (Rehire)	22
19	Arbitration	16
20		
21		
22	Base Rate Increase	82
23	Benefit Continuation During Layoff	36
24	Benefit Continuation - Unpaid Leave	60
25	Biweekly Work Period	41, 51-56, 86
26	Break in Service	22, 58
27	Bulletin Boards	19
28	Bumping	7, 23
29	Bumping Sequence (DNR)	120-122
30		
31		
32	Cafeteria Benefits Plan	(see Flexible Benefits Plan)
33	Call-Back Pay	83
34	Cash Payment (Lump Sum)	82
35	Catastrophic Medical Plan	133
36	Class Clusters (Field Scientist)	147
37	Classification Listings	94
38	COBRA	81
39	Compensation in Situation of Closure	85
40	Compensation in Situation of Inaccessibility	85
41	Compensation Plan	1
42	Compensation Rates	82
43	Compensatory Time	20, 48, 49, 83, 85, 86, 96-98, 100
44	Compliance Procedure	4
45	Conference Attendance	41
46	Contact Lenses	74, 75
47	Continuation of Current Agreements	6
48	Continuous Service Hours	22, 23, 25, 26, 36, 82
49	Controlled Substance Testing/State Police	7, 136-142
50	Cost Containment Plan	68
51	Counseling (Formal and Informal)	14
52		
53		

1	Day" Defined	1
2	Deferred Compensation	86
3	Dental Plan	71-74
4	Dental Plan (PPO)	72
5	Dental Plan (DMO)	73
6	Dental Plan (Preventative)	74
7	Disability Management	91
8	Disability Payment (Paid Sick Leave)	57
9	Disciplinary Conference	11-13
10	Disciplinary Procedure and Personnel Files	11
11	Discrimination	39
12	Drug Testing/State Police	136-142
13	Dues Deduction	3-6
14	Duration and Termination of Agreement	92
15	Duty to Bargain/Fringes	81
16		
17		
18	Education and Professional Development	39
19	Educational Leave of Absence	59
20	Educational Release Time/Adjusted Work Schedule	40
21	Elder Care	91, 92
22	Emergency (Compensation)	85
23	Employee Residence Change - HMO	67
24	Excepted or Exempted Positions (Continuous Service Hours)	22
25	Excluded Employees	25
26	Exclusive Procedure (Grievance)	18
27	Eyeglass Frames	75
28		
29		
30	Family and Medical Leave Act	60
31	Flexible Benefits Plan	65, 93, 134
32	Flexible Compensation Plan	86
33	Flex-Time (DCH/PHA)	103
34	Fringe Benefits and Insurances	64
35		
36		
37	Grievance Leave Time	18
38	Grievance Preparation Time	18
39	Grievance Procedure	14-19, 38, 88
40	Grievance Procedure (Probationary Employees)	16
41	Grievance Procedure (Use of Attorneys)	18, 19
42	Grievance Representation	18
43	Grievance Step Two Management Official Designations	15
44	Group Basic and Major Medical Insurance Plans	65
45	Group Dental Expense Plan	71
46		
47		
48	Health and Safety Agreements	8
49	Health and Safety Agreement (AGR)	108
50	Health and Safety Agreement (DNR/DEQ)	contact MPES or OSE
51	Health and Safety Agreement (DCH/PHA)	contact MPES or OSE
52	Health and Safety Agreement (MSP)	contact MPES or OSE
53	Health Insurance	65, 66, 76

1	Health Maintenance Organizations (HMO's)	66
2	Health Plan (PPI)	63, 65-67, 70, 73, 77-79, 133, 134
3	Health Risk Appraisal	70
4	Hearing Care Program	66
5	Heights and Tunnels Premium	83
6	Holidays	1, 51, 102
7	Home Health Care	68, 69
8	Hours of Work and Overtime	48, 52
9		
10		
11	Immunizations	70
12	Informal Counseling	14
13	Initial Leave (Paid Annual Leave)	52
14	Integrity of the Bargaining Unit	91
15	Investigations By Employer	11
16		
17		
18	Joint Labor/Management Activities	91
19	Jury Duty	83, 84
20		
21		
22	Labor-Management Conferences	10, 11
23	Layoff and Bumping	7, 8, 23, 27
24	Layoff and Bumping Procedure	27
25	Layoff and Bumping Sequence	29
26	Layoff and Recall	7, 24, 35, 114
27	Layoff and Recall/Use of Qualified Laid Off Unit Members for Vacancies	27
28	"Layoff" Defined	24
29	Layoff (Employees on Leave)	60
30	Layoff (Notice to Employees)	36
31	Layoff (Notice to Society)	24
32	Layoff (Temporary)	35
33	Layoff Units	27
34	"Least Senior" Defined	27
35	Leaves of Absence (Unpaid)	58-63
36	Leave Time for Moving	46
37	Leave Time to Secure Housing	46
38	Life Insurance	76, 77
39	Limited Term Employee	24
40	Lockout	90
41	Longevity (Rehires)	82
42	Longevity (Compensation)	124-127
43	Longevity Schedule	123
44	Long-Term Disability	75
45	Lost Time Considerations	126
46	Lump Sum	82, 85
47		
48		
49	Maintenance of Society Membership	5
50	Mammography	70
51	Management Rights	88, 89
52	Mandatory Topics of Bargaining	2
53	Maternity/Paternity Leave	60

1	Meal Periods	48
2	Medical Leave (FMLA)	60
3	Medical Leave of Absence	59
4	Mental Health and Substance Abuse Services PPO	77, 80
5	Mileage Reimbursement	44
6	Military Leave	53, 59, 125
7	Military Service Time (Continuous Service Time)	22, 125
8	MIOSHA Inspection	21
9	Modification of Agreement	2
10	Modified Work Schedules (DCH/PHA)	7
11	Moving of Household Goods	46
12	Moving Time	46
13		
14		
15	National Healthcare Reform (Letter of Agreement)	93
16	Negotiation of Successor Agreement	92
17	Non-Discrimination	39
18	No Strike/No Lockout	90
19		
20		
21	Open Enrollment Periods	81
22	Orientation (New Member)	21
23	Orthodontics	71, 73
24	Out of Line Seniority	25, 26
25	Overtime	48-50
26	Overtime (Agriculture)	97, 98
27	Overtime (Eligible)	48
28	Overtime (Emergency Conditions)	85
29	Overtime (Exception)	49
30	Overtime (Grievance)	18
31	Overtime (Holiday)	52
32	Overtime (Ineligible)	49
33	Overtime (Longevity)	127
34		
35		
36	P-Rate	83, 144
37	Panel of Arbitrators	16
38	Pap Tests	70
39	Parental Leave (FMLA)	63
40	Participating Provider Incentive (PPI)	67
41	Pay for Accumulated Sick Leave	57
42	PEAS (DNR)	50
43	Personal Leave Day	54
44	Personnel Files	11
45	Position Review	88
46	PPO's and Managed Health Care	67
47	Pre-Certification of Hospital Admission and Length of Stay	64
48	Prescription Drugs	67, 68
49	Printing Costs	92
50	Probationary Employees	23, 55
51	Professional Development Fund	41, 42
52	Professional Development Fund Criteria	145, 146
53	Professional Fees and Subscriptions	42

1	Prohibition of "Self-Help"	18
2	Proof (Fitness to Continue Working)	58
3	Prostate Specific Antigen (PSA) Screening	70
4	Psychiatric Services	77
5		
6		
7	Reassignment	37, 45
8	Reassignment (Leave Time and Expenses)	45, 46
9	Recall from Layoff	34
10	Recall Lists	33-35
11	Recall Request Forms	114-119
12	Recognition	3
13	Relocation Expense Reimbursement	45
14	Relocation for the Benefit of the State (Employer Initiated)	37
15	Remittance and Accounting	5
16	Removal from Personnel File	13
17	Removal of Name from Recall Lists	34
18	Return to Service (Paid Sick Leave)	58
19	Revocation	5
20	Right of Assignment	37
21		
22		
23	Safety Glasses	9
24	Safety Shoes	9
25	Secondary Agreements	6
26	Secondary Bargaining and Work Rules	6
27	Second Surgical Opinion	68, 69
28	Seniority	22-26, 36
29	Seniority Lists	22, 23, 25
30	Seniority Ties	22
31	Shift Assignments/Department of Community Health	114
32	Shift Differential	83
33	Sick Leave	56-58, 75
34	Sick Leave (FMLA)	63
35	Smoking Cessation Expense Reimbursement	81
36	Society Information Packet	21
37	Society Representation	12
38	Standby Pay	83
39	Stewards	21, 23
40	Storage of Household Goods	47
41	Strike	90
42	Subpoenas	84
43	Substance Abuse	7, 77, 78, 80
44	Sub-Contracting	90, 93
45	Superseniority	23
46	Suspension	11-13, 16, 21, 22
47	Suspension (Emergency)	12
48	Suspension (Immediate)	12
49	Suspension (Just Cause)	11
50		
51		
52	Temporary Layoffs: Application of Temporary Layoffs	24, 35, 36
53	Temporary Recall	35

1	Temporary Travel Expense	45
2	Time off for Union Business	20
3	Transdermal Patches	81
4	Transfer	37
5	Transfer List	38
6	Transfer List (Paid Sick Leave)	58
7	Travel Expense Reimbursement	43
8	Travel Expense Reimbursement (MDOT Employees)	45
9	Trip to Secure Housing	46
10	Tuition Reimbursement	39, 146
11		
12		
13	Union Rights	19
14	Union Security	6
15	Unpaid Leave - Approval	58, 62, 63
16	Use of State Buildings	19
17		
18		
19	Vision Care Plan	74
20	Vision Plan/Non-Participating Provider	74
21	Vision Plan/Participating Provider	74
22	Voluntary Layoffs	25
23	Voluntary Work Schedule Adjustment Program	62, 93, 106
24		
25		
26	Waived Rights Leave of Absence	59, 60
27	Wellness Plan	70
28	Working out of Class	86-88
29	Work Day	7, 48, 51, 52, 55, 84
30	Work on a Holiday	52
31	Work Rules	6, 9
32	Work Shift	48
33	Written Response to Record of Counseling/Discipline	18
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		

- 1996 -

JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1997 -

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1998 -

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



**Michigan Professional
Employees Society**
1026 East Michigan Avenue
Lansing, MI 48912

BULK RATE
US POSTAGE
PAID
Lansing, MI
Permit No. 786

Collective Bargaining Agreement
between
Michigan Professional Employees Society
and State of Michigan

