

3367

12/31/98

# AGREEMENT

BETWEEN THE  
**STATE OF MICHIGAN**  
 AND THE  
**MICHIGAN STATE  
 EMPLOYEES ASSOCIATION**



**MSEA**  
 AFSCME Local 5 - AFL-CIO



*Michigan State of*

FOR THE  
**LABOR AND TRADES UNIT  
 SAFETY AND REGULATORY UNIT**

JANUARY 16, 1996 - DECEMBER 31, 1998

LABOR AND INDUSTRIAL  
 RELATIONS COLLECTION

Michigan State University



# **AGREEMENT**

BETWEEN THE

STATE OF MICHIGAN

AND THE

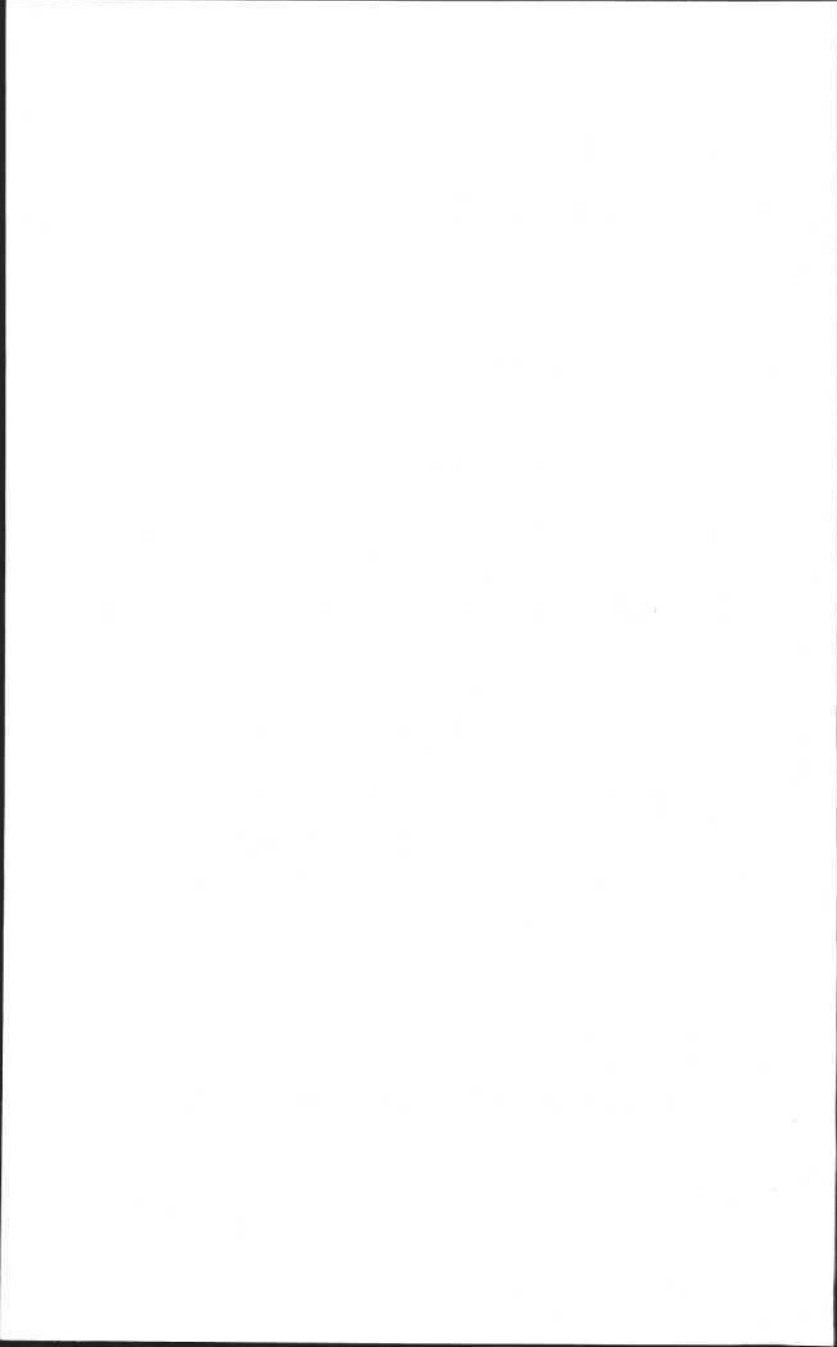
MICHIGAN STATE EMPLOYEES ASSOCIATION

FOR THE

SAFETY AND REGULATORY UNIT

LABOR AND TRADES UNIT

January 16, 1996 - December 31, 1998





## TABLE OF CONTENTS

<u>ARTICLE / Section</u>	<u>Page</u>
<b>ARTICLE 1. PREAMBLE</b>	1
<b>ARTICLE 2. PURPOSE AND INTENT</b>	1
<b>ARTICLE 3. RECOGNITION</b>	
Section A. Representation Units	2
Section B. New Classifications	2
Section C. Appointment Duration	3
Section D.	3
<b>ARTICLE 4. ASSOCIATION RIGHTS</b>	
Section A. Aid to Other Organizations	4
Section B. Information Provided to MSEA	4
Section C. Bulletin Boards	6
Section D. Mail Service	7
Section E. MSEA Information Packet	8
Section F. MSEA Meetings in State Premises	8
Section G. Telephone Directory	8
Section H. Office Space	8
Section I. Access to Premises by MSEA Staff	10
Section J. MSEA Presentation	10
Section K. Picketing	11
Section L. Employee Organization Activity	11
<b>ARTICLE 5. MANAGEMENT RIGHTS</b>	12
<b>ARTICLE 6. MSEA SECURITY</b>	
Section A. Dues Deduction	13
Section B. Maintenance of Membership	14
Section C. Representation Fee Deductions	15
Section D. Compliance Procedure	15
Section E. Employer Notification	16
Section F. Reimbursement	16
<b>ARTICLE 7. MSEA BUSINESS AND ACTIVITIES</b>	
Section A. Time Off for MSEA Business	16

<u>ARTICLE / Section</u>	<u>Page</u>
Section B.	MSEA Officers 18
Section C.	Time Off Without Loss of Pay 18
	During Working Hours 18
Section D.	Administrative Leave Bank 18
Section E.	Administrative Leave Approval Procedures 20
<b>ARTICLE 8.</b>	<b>GRIEVANCE PROCEDURE</b>
Section A.	General 20
Section B.	Grievance Steps 23
Section C.	Time Limits 26
Section D.	Retroactivity 27
Section E.	Exclusive Procedure 27
Section F.	Processing Grievances 27
Section G.	Discipline 28
Section H.	Documents and Witnesses Required For Arbitration 28
Section I.	Grievance Conduct 29
<b>ARTICLE 9.</b>	<b>DISCIPLINARY ACTION</b>
Section A.	Investigation and Representation 29
Section B.	Disciplinary Action and Conference 30
Section C.	Emergency Disciplinary Action 32
Section D.	Resignation in Lieu of Disciplinary Action 33
Section E.	Suspension for Investigation 33
Section F.	Suspension for Felony Charges 33
<b>ARTICLE 10.</b>	<b>COUNSELING AND PERFORMANCE REVIEW</b>
Section A.	Performance Discussion or Review 34
Section B.	Informal Counseling 34
Section C.	Formal Counseling 34
Section D.	Removal of Records 35
Section E.	Relationship to Disciplinary Action 35
<b>ARTICLE 11.</b>	<b>SENIORITY</b>
Section A.	Seniority Definitions 35
Section B.	General Application 37
Section C.	Seniority Lists 38

<b>ARTICLE / Section</b>	<b>Page</b>
Section D. Seniority Limitation	38
<b>ARTICLE 12. LAYOFF AND RECALL PROCEDURE</b>	
Section A. Application of Layoff	38
Section B. Voluntary Layoffs	40
Section C. General Layoff Procedures	40
Section D. Bumping	42
Section E. Recall Lists	44
Section F. Recall from Layoff	45
Section G. Removal of Names from Recall Lists	46
Section H. Limited Term Recall	47
Section I. Layoff and Recall Information to MSEA	47
<b>ARTICLE 13-LT. ASSIGNMENT AND TRANSFER (Labor &amp; Trades Unit)</b>	
Section A. Definitions	47
Section B. Right of Assignment	48
Section C. General	49
Section D. Assignment	49
Section E. Transfer	50
Section F. Expense Reimbursement	54
<b>ARTICLE 13-SR. ASSIGNMENT AND TRANSFER (Safety &amp; Regulatory Unit)</b>	
Section A. Definitions	54
Section B. Assignment - Reassignment	56
Section C. Transfer	58
Section D.	60
Section E. Expense Reimbursement	61
<b>ARTICLE 14. HOURS OF WORK</b>	
Section A. Biweekly Work Period	61
Section B. Work Days	61
Section C. Work Shift	62
Section D. Work Schedules	62
Section E. Meal Periods	63
Section F. Rest Periods	64
Section G. Wash-Up Time	64
Section H. Callback	64

<u>ARTICLE / Section</u>	<u>Page</u>	
Section I.	On Call	64
Section J.	No Guarantee or Limitation	65
Section K.	Modified Work Schedules	65
Section L.	Reduction in Hours	65
Section M.	Utilization of Leave Credits and Timekeeping	66
<b>ARTICLE 15.</b>	<b>OVERTIME</b>	
Section A.	Definitions	66
Section B.	Eligibility for Overtime Credit	67
Section C.	Overtime Compensation	68
Section D.	Pyramiding	68
Section E.	Scheduling of Compensatory Time	68
Section F.	Overtime Procedure	69
<b>ARTICLE 16.</b>	<b>LEAVES OF ABSENCE</b>	
Section A.	Eligibility	69
Section B.	Request Procedure	70
Section C.	Approval	70
Section D.	Return from Leave of Absence	74
Section E.	School Participation Leave	74
<b>ARTICLE 17.</b>	<b>PERSONNEL FILES</b>	
Section A.	General	75
Section B.	Access	75
Section C.	Employee Disagreements	75
Section D.	Employee Notification	76
Section E.	Non-Employment Related Information	76
Section F.	Confidentiality of Records	76
Section G.	Expunging Records	77
Section H.	Confidentiality of Medical Records	77
<b>ARTICLE 18.</b>	<b>MSEA REPRESENTATION</b>	
Section A.	MSEA Representatives and Jurisdictions	78
Section B.	Chief Stewards	79
Section C.	Release of MSEA Representatives	79
Section D.	Union Leave	80

<u>ARTICLE / Section</u>	<u>Page</u>
<b>ARTICLE 19. LABOR - MANAGEMENT MEETINGS</b>	
Section A. Purpose	80
Section B. Representation	81
Section C. Scheduling	81
Section D. Pay Status of MSEA Representatives	82
Section E. State Employer	82
<b>ARTICLE 20. WORK RULES</b>	82
<b>ARTICLE 21. GROOMING AND ATTIRE</b>	83
<b>ARTICLE 22. HEALTH AND SAFETY</b>	
Section A. General	83
Section B. First Aid Equipment	83
Section C. Buildings	83
Section D. Medical Examinations	84
Section E. Foot Protection	84
Section F. Protective Clothing	84
Section G. Safety Glasses	85
Section H. Safety Inspection	85
Section I. Contagious Diseases	85
Section J. Health and Safety Committee	86
Section K. Compliance Limitations	87
Section L. Safety Evacuation Plans	87
Section M. Obligation of MSEA and Employees	87
Section N. Employee Services Referral Program	87
<b>ARTICLE 23. PROBATIONARY EMPLOYEES</b>	
Section A. Definition	88
Section B. Effect of Separation	88
Section C. Application of Provisions	89
<b>ARTICLE 24. SUPPLEMENTAL EMPLOYMENT</b>	89
<b>ARTICLE 25. NON - DISCRIMINATION</b>	90
<b>ARTICLE 26. SEXUAL HARASSMENT</b>	90
<b>ARTICLE 27. SMOKING</b>	91

<u>ARTICLE / Section</u>	<u>Page</u>
<b>ARTICLE 28. POLYGRAPH EXAMINATIONS</b>	91
<b>ARTICLE 29. TRAINING</b>	91
<b>ARTICLE 30. STAFFING</b>	92
<b>ARTICLE 31. OPERATION OF STATE MOTOR VEHICLES</b>	
Section A. General	93
Section B. Commercial Drivers License	93
Section C. Drug and Alcohol Testing Under The Omnibus Transportation Employees Testing Act of 1991	95
<b>ARTICLE 32. WAGE ASSIGNMENTS AND GARNISHMENTS</b>	98
<b>ARTICLE 33. POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS</b>	
Section A. Position Descriptions	99
Section B. Class Specifications	99
Section C. Journeyman Certification	100
Section D. Resolution of Classification Disputes	100
Section E. Working Out of Class	100
<b>ARTICLE 35. MISCELLANEOUS BENEFITS</b>	
Section A. Clothing	102
Section B. Tools and Equipment	103
Section C. Theft, Loss or Damage to Personal Items	103
Section D. Storage Space	103
Section E. Parking	104
Section F. Lounge and/or Eating Areas	104
Section G. Tuition Reimbursement	105
Section H. Legal Services	105
Section I. Professional Fees and Subscriptions	106
Section J. Leave of Absence with Pay	107
Section K. Jury Duty	107
Section L. Meals Without Charge	108
Section M. Temporary Alternative Duty Assignment	109

<u>ARTICLE / Section</u>	<u>Page</u>
<b>ARTICLE 36.</b>	<b>COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY</b>
Section A.	General Emergency 109
Section B.	Administrative Determination 109
Section C.	Compensation in Situation of Closure 109
Section D.	Compensation in Situation of Inaccessibility 110
Section E.	Additional Timekeeping Procedures 110
<b>ARTICLE 37.</b>	<b>MOVING EXPENSES</b>
Section A.	Persons Covered 110
Section B.	By Commercial Mover 111
Section C.	Mobile Homes 112
Section D.	Storage of Household Goods 112
Section E.	Temporary Travel Expense 112
Section F.	To Secure Housing 112
<b>ARTICLE 38.</b>	<b>MOBILITY - CAREER ADVANCEMENT</b> 113
<b>ARTICLE 39.</b>	<b>PAID ANNUAL LEAVE</b>
Section A.	Initial Leave 113
Section B.	Allowance 113
Section C.	Additional Allowance 114
Section D.	Crediting 115
Section E.	Transfer and Payoff 115
Section F.	Annual Leave Cap 115
Section G.	Utilization 116
Section H.	Scheduling 116
Section I.	Conversion to Sick Leave 116
Section J.	Annual Leave Buy Back 117
Section K.	Annual Leave Freeze 117
Section L.	Voluntary Donation of Annual Leave 117
<b>ARTICLE 40.</b>	<b>PAID SICK LEAVE</b>
Section A.	Allowance 118
Section B.	Utilization 118
Section C.	Disability Payment 119
Section D.	Accumulation and Payoff 119
Section E.	Proof 120

<u>ARTICLE / Section</u>		<u>Page</u>
Section F.	Return to Service	120
Section G.	Transfer	120
Section H.	Sick Leave for Health Screening	120
Section I.	Bereavement Leave	120
<b>ARTICLE 41.</b>	<b>SALARY SCHEDULE AND RELATED MATTERS</b>	
Section A.	Computation of Salaries	121
Section B.	Pay Periods	121
Section C.	Pay Days	121
Section D.	Authorized Payroll Deductions	122
<b>ARTICLE 42.</b>	<b>INCORPORATION OF APPENDICES</b>	122
<b>ARTICLE 43.</b>	<b>COMPENSATION</b>	
Section A.	Wages	123
Section B.	Heights and Tunnels Premium	124
Section C.	Cafeteria Benefits Plan	124
Section D.	Group Basic and Major Medical Insurance Plan	124
Section E.	Group Dental Expense Plan	133
Section F.	Vision Care Insurance	136
Section G.	Long Term Disability Insurance	138
Section H.	Life Insurance	139
Section I.	Accidental Death Insurance	139
Section J.	Payment of Insurance Premiums Upon Layoff	139
Section K.	Group Insurance Enrollment Upon Limited Term Recall	140
Section L.	Open Enrollment Period	140
Section M.	Shift Premium Payment	141
Section N.	Hazard Pay	141
Section O.	Personal Leave Days	143
Section P.	Longevity	143
Section Q.	Holidays	143
Section R.	Severance Pay	144
Section S.	Deferred Compensation	149
Section T.	Reimbursement Rates - Travel	149
Section U.	A Qualified 401(k) Tax-Sheltered Plan	149
Section V.	Group Auto and Homeowners Plan	149
Section W.	Flexible Compensation Plan	150



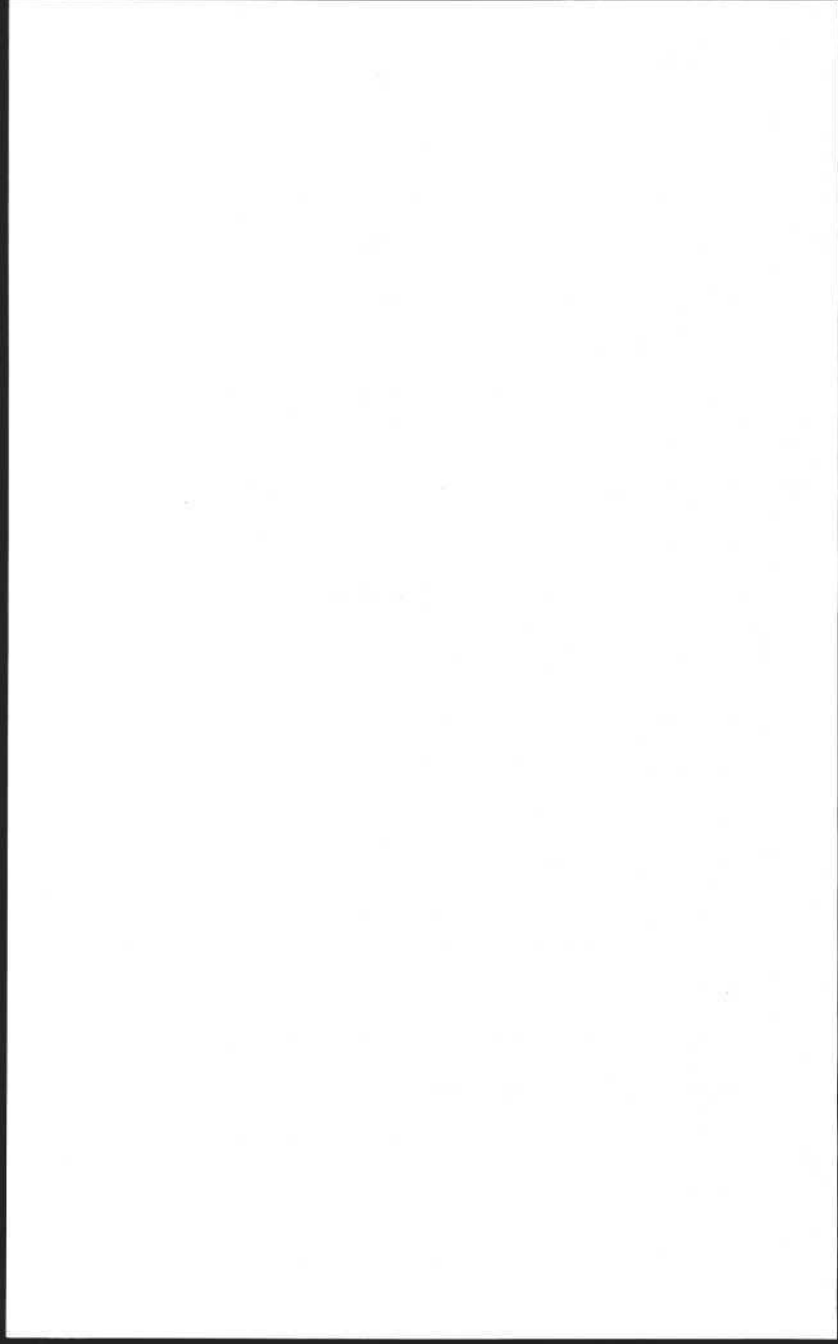
<u>ARTICLE / Section</u>	<u>Page</u>
Section X. Safety Shoes	150
Section Y. Child Care	150
Section Z. Conservation Officer Per Diem	150
Section AA. Effective Date	150
<b>ARTICLE 44. PRINTING OF THE AGREEMENT</b>	151
<b>ARTICLE 45. MSEA INFORMATION TO THE EMPLOYER</b>	151
<b>ARTICLE 46. NO STRIKE - NO LOCKOUT</b>	
Section A. No Strike	151
Section B. No Lockout	152
<b>ARTICLE 47. EFFECT OF CIVIL SERVICE COMMISSION RULES AND COMPENSATION PLAN</b>	152
<b>ARTICLE 48. SEVERABILITY</b>	153
<b>ARTICLE 49. PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES</b>	153
<b>ARTICLE 50. SECONDARY NEGOTIATIONS</b>	154
<b>ARTICLE 51. LABOR - MANAGEMENT COUNCIL</b>	155
<b>ARTICLE 52. INTEGRITY OF THE BARGAINING UNIT</b>	155
<b>ARTICLE 53. TERMINATION OF AGREEMENT</b>	158
<b>MSEA BARGAINING TEAM</b>	159
<b>MANAGEMENT BARGAINING TEAM</b>	159
<b>APPENDICES</b>	
<b>APPENDIX A. SAFETY AND REGULATORY UNIT - A02</b>	160
<b>APPENDIX B. LABOR AND TRADES UNIT - A31</b>	162
<b>APPENDIX C. EMPLOYEE BENEFITS ELIGIBILITY CHART</b>	165

APPENDIX D. REPRESENTATION SERVICE FEE CARD	169
APPENDIX E. MEMBERSHIP AUTHORIZATION CARD	170
APPENDIX F. DEHOCO ASSUMPTION PLAN	171
APPENDIX G. ADMINISTRATIVE PROCEDURE 1220.02	174
APPENDIX H. ADMINISTRATIVE PROCEDURE 0620.02	178
APPENDIX I. PARTICIPATING PHARMACY DRUG PLAN	180
APPENDIX J. DEFERRED COMPENSATION PLAN I/457	184
APPENDIX K. DEFERRED COMPENSATION PLAN II/401K	191
APPENDIX L. FLEXIBLE COMPENSATION PLAN	195
APPENDIX M. LONGEVITY COMPENSATION PLAN, SCHEDULE OF PAYMENTS	196
APPENDIX N. SUPERVISOR'S REPORT OF REASONABLE SUSPICION	197

#### LETTERS OF UNDERSTANDING

ARTICLE 6. MSEA SECURITY	198
ARTICLE 8. GRIEVANCE TRAINING	198
ARTICLE 8. CORRECTIONS - WRITTEN REPRIMANDS	198
ARTICLE 12. LAYOFF / RECALL PROCEDURE	199
ARTICLE 12. LAYOFF / RECALL PROCEDURE	199
ARTICLE 14, SECTION E. MEAL PERIODS	200
ARTICLE 22. HEALTH AND SAFETY - MIOSHA	200
ARTICLE 22, SECTION I. CONTAGIOUS DISEASES	200
ARTICLE 35, SECTION K. JURY DUTY	201

ARTICLE 40. PAID SICK LEAVE	201
ARTICLE 43, SECTION N. PERSONAL LEAVE DAY	201
ARTICLE 43. MOTOR CARRIER OFFICER - PER DIEM	202
ARTICLE 43. CONVERSATION OFFICER SCHOOL	202
ARTICLE 43. NATIONAL HEALTH PLAN	203
ARTICLE 43. STATE PROPERTY SECURITY OFFICER	203
ARTICLE 43. AIDS RIDER	203
ARTICLE 43. MOTOR CARRIER RECRUIT SCHOOL	204
ARTICLE 49. PERMANENT-INTERMITTENT EMPLOYEES	204
ARTICLE 49. PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES	204
SUB - CLASS CODES	205
DRUG AND ALCOHOL TESTING	205
FAMILY MEDICAL LEAVE ACT	205
SHORT TERM WORKER I	210
COMPENSATION FOR SHORT TERM WORKER I	211
PAYROLL DEDUCTIONS AND REMITTANCE FOR MICHIGAN EDUCATIONAL TRUST	211
CAFETERIA BENEFITS PLAN	212
INCENTIVE PAYMENTS FOR CAFETERIA BENEFITS PLAN	213
401(K) EMPLOYER-MATCH OPTION	215
VOLUNTARY WORK SCHEDULE ADJUSTMENT PROG. (VWSAP)	216
INDEX	218



**ARTICLE 1**

1

**PREAMBLE**

2

This Agreement is made and entered into this January 3  
16, 1996, at Lansing, Michigan, by and between the State 4  
of Michigan and its principal Departments and Agencies 5  
(hereinafter referred to as the "Employer"), represented 6  
by the State Employer, and the Michigan State Employees 7  
Association (hereinafter referred to as "MSEA"), as 8  
exclusive representative of employees employed by the 9  
State of Michigan and as specifically set forth in Article 10  
3, shall be effective on the above date provided that it 11  
has been ratified by the Employer, MSEA and the Civil 12  
Service Commission. 13

All non-economic provisions contained in this 14  
Agreement will be effective according to their terms upon 15  
ratification. Economic provisions of this Agreement shall 16  
become effective on the date specified in the particular 17  
Article. No provisions of this Agreement shall apply 18  
retroactively unless so specified in the particular 19  
Article. 20

**ARTICLE 2**

21

**PURPOSE AND INTENT**

22

**2-A.** It is the purpose of this Agreement to provide 23  
for the wages, hours and terms and conditions of 24  
employment of the employees covered by this Agreement, to 25  
recognize the continuing joint responsibility of the 26  
parties to provide efficient and uninterrupted services 27  
and satisfactory employee conduct to the public, and to 28  
provide an orderly, prompt, peaceful and equitable 29  
procedure for the resolution of differences between 30  
employees and the Employer. Upon ratification by the 31  
Civil Service Commission, the provisions of this Agreement 32  
shall automatically modify or supersede: (1) conflicting 33  
rules, regulations and interpretive letters of the Civil 34  
Service Commission and Department pertaining to wages, 35  
hours, and terms and conditions of employment; and (2) 36  
conflicting rules, regulations, practices, policies and 37  
agreements of or within Departments/Agencies pertaining to 38  
terms and conditions of employment. 39

**2-B.** If, during its term, the parties hereto should 40  
mutually agree to modify, amend or alter the provisions of 41  
this Agreement, in any respect, any such changes shall be 42  
effective only if reduced to writing and executed by the 43  
authorized representatives of the State Employer and MSEA. 44

1 2-C. No individual employee or group of employees,  
2 acting independently of MSEA, may alter, amend, or modify  
3 any provisions hereof.

4 2-D. Economic benefits which were in effect on the  
5 effective date of this Agreement, and which are not  
6 specifically provided for or abridged by this Agreement,  
7 will continue in effect under conditions upon which they  
8 had previously been granted throughout the life of this  
9 Agreement unless altered by mutual consent of the Employer  
10 and the MSEA.  
11

## 12 **ARTICLE 3**

### 13 **RECOGNITION**

#### 14 **Section A. Representation Units.**

15 The Employer recognizes MSEA as the exclusive  
16 representative and sole bargaining agent for the  
17 Bargaining Units of employees represented by the following  
18 certifications of the State Personnel Director:

- 19 Safety & Regulatory Unit - certified September 26, 1978.  
20 Labor & Trades Unit - certified March 27, 1979.

21 The employees covered by this Agreement shall be those  
22 in the classifications listed in Appendices A and B of  
23 this Agreement and such other classifications as may be  
24 assigned to the respective Units under the Employee  
25 Relations Policy and/or in accordance with the provisions  
26 of this Agreement.

27 Employees working in managerial, confidential, or  
28 supervisory positions, or any positions excluded by the  
29 Employee Relations Policy, shall not be covered by the  
30 terms and conditions of this Agreement.

#### 31 **Section B. New Classifications.**

- 32 1. The parties will review all abolishment of existing  
33 Unit classifications as well as all new  
34 classifications consisting of a significant part of  
35 the duties of existing Unit classifications.
- 36 2. When the Employer recommends creation of a new  
37 classification, the Employer shall give timely notice  
38 to MSEA describing the class created, the number of  
39 positions, proposed salary range and the Bargaining  
40 Unit into which the Employer believes the new class  
41 should be placed.

3. The MSEA shall receive concurrent copies of recommendations or requests to abolish, modify or create Bargaining Unit classifications sent to Civil Service by departments or the Office of the State Employer. All copies of recommendations by MSEA to abolish, modify or create classifications shall be forwarded to the Office of the State Employer. The inclusion or exclusion of newly created classifications shall be resolved in accordance with the Employee Relations Policy and the procedures of the Employee Relations Board, and current practices.
4. Existing representational unit positions shall not be excluded from the Bargaining Units by or at the request of the Employer, without prior agreement of the parties. If no agreement is reached, the matter will be resolved through a unit clarification hearing or such other hearing as may be established by the State Personnel Director or the Civil Service Commission.
5. Representation unit positions shall not be reclassified, reallocated or retitled by or at the request of the Employer for the sole purpose of removing same from the Unit without prior agreement between the parties. This provision shall not be construed to prohibit the Employer from reallocating positions that have been downgraded for training because of the unavailability of a register. Classified employees in classes and positions assigned to these Units in accordance with this Section shall be subject to the provisions of this Agreement.

**Section C. Appointment Duration.**

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

**Section D.**

In the event of any layoff within a department, the Employer shall not abolish, modify or create new classifications for the purpose of avoiding recall of laid off Bargaining Unit employees.

**ARTICLE 4**  
**ASSOCIATION RIGHTS**

**Section A. Aid to Other Organizations.**

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

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

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

MSEA agrees not to use any service or privilege provided in this Article for purposes of organization or political activity in violation of this Agreement, the ERP, or applicable State Law. Violation of this provision shall constitute the basis of revoking such services or privileges.

**Section B. Information Provided to MSEA.**

1. The Employer agrees to furnish to MSEA a biweekly computer report listing employees in these Units who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit(s), transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence(s) of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), who have been added to or deleted from the Unit(s) covered by this Agreement, or who have made any changes in Employee Organization deductions. This report will be furnished to MSEA upon request, at actual cost to MSEA and shall include the employee's name, social security number, appointment type, position number, class/level, transaction code and effective date, county, city, former class and former or new Department/Agency.



2. The Employer will provide to MSEA a monthly computer report listing by Department/Agency and work site containing the following information for each employee in the Bargaining Unit(s): the employee's name, social security number, street address, city, state, zip code, class number, class title, sex, race, birth date, hire date, department, agency, mail code, TKU, employment organization deduction code, appointment code, county code, unit code and hourly rate. This listing shall be provided at actual cost of production to MSEA and shall be based on the active employee records during the first full pay period of the calendar month. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.
3. Membership dues and Agency Shop deductions for each biweekly pay period shall be remitted to the designated Executive Officer of MSEA, with an alphabetical list of names, by Department and Agency, of all enrollments, cancellations with departure coding, when available, deduction changes, additional deductions, name and/or social security number change, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Executive Officer of MSEA an alphabetical listing, by Department and Agency, identifying those employees who have valid dues deduction authorization on file with the Employer from whose earnings no deduction of dues was made. Unavoidable delays shall not constitute a violation of this Agreement.
4. The Employer agrees to furnish to MSEA a computer report listing employees in these Units in alphabetical order by Unit, Social Security Number, Department, Agency and Class, which indicates which employees are on dues deduction to MSEA and which employees are paying a Representation Fee to MSEA. The report will also contain the names of employees by Unit, Department, Agency and Class who are neither paying dues nor a service fee. The Employer will furnish such report to MSEA at one-half (1/2) the cost of production once each calendar quarter. Additional reports will be provided at full cost to MSEA.
5. The Reports listed in Subsections 1, 2, 3 and 4 above shall be provided in hard copy form. If MSEA

1 requests such reports on computer tape (tape  
2 furnished by MSEA), the Employer shall furnish the  
3 reports in that form when available at full cost to  
4 MSEA, except MSEA shall only be charged for any  
5 additional costs over hard copy for the reports.

6 6. All reports to MSEA required by this Article or  
7 Agreement shall be provided in the least expensive  
8 form acceptable to MSEA. Where requested by MSEA,  
9 and if available, Employer copies of such existing  
10 reports or documents will be made available to MSEA  
11 for copying.

12 **Section C. Bulletin Boards.**

13 The Employer agrees to furnish space for MSEA  
14 bulletin boards at reasonable locations mutually agreed  
15 upon in secondary negotiations for use by MSEA to enable  
16 employees of the representation unit to see materials  
17 posted thereon by the MSEA. Locations will normally be at  
18 or near an area where employees in these Units have  
19 reasonable access or congregate. The normal size of new  
20 bulletin boards will not exceed twelve (12) square feet.  
21 The Employer will continue providing bulletin boards  
22 provided under prior agreements with the MSEA and they  
23 need not conform to the normal size.

24 In the event that new bulletin boards are mutually  
25 agreed upon, the MSEA shall pay 100% of the material cost  
26 of such new boards. MSEA may furnish its own bulletin  
27 boards compatible with Employer locations which will be  
28 installed by the Employer in convenient locations as  
29 agreed in secondary negotiations. MSEA postings shall be  
30 restricted to bulletin boards provided for under this  
31 Agreement.

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

- 35 1. MSEA recreational and/or social affairs;
- 36 2. MSEA appointments;
- 37 3. MSEA election information;
- 38 4. Results of MSEA elections;
- 39 5. MSEA meetings;
- 40 6. Rulings or policies of MSEA;
- 41 7. Reports of MSEA standing committees;
- 42 8. Any other material authorized by the Employer or  
43 his/her designee and the President or his/her designee.  
44

45 No partisan political literature, nor materials  
46 ridiculing individuals by name or obvious direct  
47 reference, nor defamatory or detrimental to the Employer

or MSEA shall be posted. The bulletin boards shall be maintained by MSEA and shall be for the sole and exclusive use of MSEA. The Employer may remove posted material which violates the provisions of this Section and shall provide prompt notice of any removal to the President or his/her designee. In addition, the Employer will endeavor to make certain that unauthorized removal of material from MSEA bulletin boards does not occur.

#### Section D. Mail Service.

MSEA shall be permitted to use the internal mail systems of the State, both interdepartmental and intra departmental to communicate on issues such as individual or group grievances, notice of meetings with State Departments, transmittals or responses from State Departments, and all other matters which originate from conducting business with the State. Such mailings shall be of a reasonable size, volume and frequency.

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

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

Mail must originate from -

1. Employee to employee;
2. Steward to employee;
3. Employee to Steward;
4. Employee or Steward to Department or Agency personnel.

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

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

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

1 **Section E. MSEA Information Packet.**

2 The Employer agrees to furnish to new employees in  
3 the Units covered by this Agreement a packet of  
4 informational materials supplied to the Employer by the  
5 MSEA President or his/her designee. The Employer retains  
6 the right to review the material supplied and to refuse to  
7 distribute any partisan political literature or material  
8 ridiculing individuals by name or obvious direct reference  
9 or materials defamatory or detrimental to the Employer or  
10 MSEA.

11 **Section F. MSEA Meetings in State Premises.**

12 The Employer agrees to furnish state conference  
13 and/or meeting rooms for MSEA local meetings upon prior  
14 request by the local representative or his/her designee,  
15 subject to approval by the appropriate local Employer  
16 Representative. Expected attendance cannot exceed the  
17 capacity of the room requested. Such facilities shall be  
18 furnished to MSEA in accordance with usual Agency  
19 practices. MSEA meetings on State premises shall be  
20 governed by the Employer's operational considerations and  
21 shall be confined to the approved locations. The parties  
22 understand that Management has the right to limit access  
23 to State owned or leased buildings. Such limitations  
24 shall be based on operational and security considerations.

25 **Section G. Telephone Directory.**

26 The Employer agrees to publish free of charge the  
27 telephone numbers and business addresses of MSEA Offices  
28 in the next State of Michigan telephone directory as  
29 published by the Department of Management and Budget.  
30 Such listing shall include the identification of a  
31 reasonable number of MSEA staff/officers. The Employer  
32 agrees to extend the right provided in this Section to any  
33 new full time staff offices operated by MSEA. This shall  
34 not apply to office space granted pursuant to Section H.  
35 of this Article. The listing of MSEA Central Office and  
36 MSEA spokespersons in a departmental telephone directory  
37 shall be a proper subject of secondary negotiations only  
38 upon mutual agreement of the Union and the departmental  
39 Employer.

40 **Section H. Office Space.**

41 The Employer agrees to continue to provide reasonable  
42 office space in institutional settings where such office  
43 space is currently provided. In addition, where office  
44 space is not currently provided, the Employer agrees that,  
45 subject to its availability, office space at those  
46 institutional settings is an appropriate subject for  
47 secondary negotiations.

In addition, and subject to its availability, the Employer agrees to provide one reasonably located, standard-sized office or its equivalent in a building owned or occupied by the State in the following vicinities:

1. State Secondary Complex;
2. Detroit Metropolitan Area;
3. Escanaba.

The provisions of this Article shall apply to any new State office building constructed during the term of this Agreement.

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

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

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

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

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

1 **Section I. Access to Premises by MSEA Staff.**

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

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

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

31 **Section J. MSEA Presentation.**

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

46 Where the Local Representative is making the  
47 presentation, such Local Representative shall be a

designated MSEA Representative at the work location 1  
premises at which the presentation is made. If the 2  
orientation is conducted off the work premises, the Local 3  
Representative shall have an opportunity to participate in 4  
accordance with this Section. 5

Scheduling of presentations by the Employer may, when 6  
necessary, be done before or after regular work hours with 7  
the understanding that attendance will be encouraged. 8

The Employer will notify MSEA whenever a new employee 9  
is to be added to any Bargaining Units represented by 10  
MSEA. Such notification shall be submitted to the MSEA 11  
Central Office within thirty (30) calendar days from date 12  
of hire. The scheduling and handling of presentations 13  
under this Section may be discussed in secondary 14  
negotiations. 15

**Section K. Picketing.** 16

The parties recognize that MSEA may engage in 17  
peaceful, informational picketing in accordance with law, 18  
the Employee Relations Policy and this Agreement. The 19  
following guidelines and provisions, although not 20  
necessarily exclusive, are agreed to by the parties: 21

1. Picketing will be peaceful and non-threatening. 22
2. Picket line members, if employees in a covered 23  
Bargaining Unit, will be off duty. 24
3. Pickets will not cause entry to State-owned or 25  
occupied premises to be delayed or denied or attempt 26  
to persuade employees or the public not to cross 27  
picket lines. 28
4. All picketing paraphernalia will be removed from the 29  
picketing site by MSEA whenever picketing is not 30  
being engaged in. 31
5. Picketing will be conducted only at entrances to 32  
Employer owned or occupied premises, in a manner 33  
which does not impede or interfere with the public's 34  
use of public property, and only on portions of 35  
public property where such picketing does not 36  
interfere with normal operations or access. 37

**Section L. Employee Organization Activity.** 38

Bargaining Unit employees, including MSEA Officers 39  
and Representatives, and authorized non-employee MSEA 40  
Representatives, shall not conduct any MSEA activities or 41  
MSEA business on State work time or at State work 42  
locations except as specifically authorized by the 43  
provisions of this Agreement. 44

1 **ARTICLE 5**

2 **MANAGEMENT RIGHTS**

3 It is understood and agreed by the parties that the  
4 Employer possesses the sole power, duty and right to  
5 operate and manage its Departments, Agencies and programs  
6 and carry out constitutional, statutory and administrative  
7 policy mandates and goals. The powers, authority and  
8 discretion necessary for the Employer to exercise its  
9 rights and carry out its responsibilities shall be limited  
10 only by the express terms of this Agreement. Any term or  
11 condition of employment other than the wages, benefits and  
12 other terms and conditions of employment specifically  
13 established or modified by this Agreement shall remain  
14 solely within the discretion of the Employer to determine,  
15 modify, establish or eliminate.

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

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

34  
35 2. Utilize personnel, methods and means in the most  
36 appropriate and efficient manner as determined by the  
37 Employer.

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

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



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

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

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

## **ARTICLE 6**

### **MSEA SECURITY**

A Bargaining Unit employee shall either become a member of MSEA or comply with Subsection D below.

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

#### **Section A. Dues Deduction.**

Upon receipt of a completed and signed individual authorization form from any of its employees covered by this Agreement, currently being provided by MSEA and

1 approved by the Employer, the Employer will deduct from  
2 the pay due such employees those dues required as the  
3 employee's membership in the Union.

4 Such authorizations shall be effective only as to  
5 membership dues becoming due after the delivery date of  
6 such authorization to the personnel office of the  
7 employee's Appointing Authority. New individual  
8 authorizations will be submitted on or before the 9th day  
9 of any pay period for deduction the following pay period.  
10 Deductions shall be made only when the employee has  
11 sufficient earnings to cover same after deductions for  
12 Federal Social Security (F.I.C.A.); individually  
13 authorized deferred compensation; Federal Income Tax;  
14 State Income Tax; local or city income tax; other legally  
15 required deductions; individually authorized participation  
16 in state programs and enrolled employees' share of  
17 insurance premiums. However, employees may not avoid the  
18 obligations of this Article through the use of voluntary  
19 payroll authorizations described above. The amount of  
20 membership dues deductions shall be as certified to the  
21 Employer in writing by the authorized representative of  
22 MSEA.

23 Such authorizations of employees transferred from one  
24 Agency or Department to another and within these  
25 Bargaining Units shall automatically remain in effect.  
26 Employees promoted or transferred out of a Bargaining Unit  
27 covered by this Agreement shall not automatically remain  
28 on payroll deduction, except as provided by the Employee  
29 Relations Policy and Regulation. Employees recalled from  
30 layoff including employees recalled from seasonal layoff  
31 or returning from leaves of absence shall resume payroll  
32 deduction of dues or representation fees, commencing the  
33 first pay period of work.

34 An employee who is restored to employment pursuant to  
35 a "make whole" (or full back pay and benefits) arbitration  
36 award, court judgment, or grievance settlement shall be  
37 liable for the dues or fees arising from the period to  
38 which the award, judgment or settlement applies, and the  
39 amount of such dues or fees shall be deducted from the  
40 "make whole" amount otherwise due.

#### 41 **Section B. Maintenance of Membership.**

42 Such dues deduction authorization may be revoked by  
43 the employee in accordance with the terms of the  
44 authorization on file with the personnel office of the  
45 employee's Appointing Authority by furnishing written  
46 notices of such revocation to the personnel office of the  
47 employee's Appointing Authority. All employees covered by  
48 this Agreement who have submitted a valid individual  
49 voluntary Membership Authorization Card to the Employer

and have not revoked such authorization within thirty (30) 1  
calendar days after the effective date of this Agreement 2  
in accordance with the provisions of this Article or who 3  
do not avail themselves of the opportunity to terminate 4  
their authorization during the last thirty (30) calendar 5  
date period immediately preceding the expiration of this 6  
Agreement in accordance with the provisions of this 7  
Article shall, as a condition of continuing employment, 8  
honor such authorization until exercising their 9  
opportunity to terminate during the periods provided for 10  
in this Section. 11

**Section C. Representation Fee Deductions.** 12

An employee who avails him or herself of the 13  
opportunity to voluntarily terminate membership in MSEA 14  
during one of the periods provided hereinabove, and an 15  
employee who has not submitted a valid individual 16  
voluntary Membership Authorization Card to the Employer or 17  
who does not produce satisfactory evidence of MSEA 18  
membership shall, within thirty (30) days following the 19  
effective date of this Agreement or effective date of 20  
membership termination, as a condition of continuing 21  
employment, tender to MSEA a representation service fee in 22  
an amount not to exceed regular biweekly dues uniformly 23  
assessed against all members of MSEA, in accordance with 24  
the applicable provisions of the Employment Relations 25  
Policy Rule. Such obligation shall be fulfilled by the 26  
employee signing, dating, and submitting to the Employer 27  
the "Authorization for Deduction of Representation Service 28  
Fee" form provided in Appendix D of this Agreement; 29  
Provided, that nothing in this Agreement shall obligate an 30  
employee to continue membership in MSEA or to tender to 31  
MSEA the required service fee without the opportunity to 32  
terminate such membership during the thirty (30) calendar 33  
day period immediately preceding the expiration date of 34  
this Agreement; and provided further that this Section 35  
shall not take effect until MSEA notifies the Employer in 36  
writing of the amount of this representation fee. Such 37  
notification may be made on or after the effective date of 38  
the Agreement. 39

**Section D. Compliance Procedure.** 40

The Employer shall automatically deduct from an 41  
employee's pay check and tender to the Union a 42  
representation service fee as provided in Section C after 43  
the following: 44

1. After thirty (30) days from date of the employee's 45  
hire, the Union has first notified the Employer in writing 46  
that the employee is subject to the provisions of this 47

1 Section and has elected not to become or remain a member  
2 of the Union and/or to tender the required service fee.

3 2. Within ten (10) work days from the date the Union so  
4 notifies the Employer, the Employer shall:

- 5 a. notify the employee of the provisions of this
- 6 Agreement;
- 7 b. obtain the employee's response; and
- 8 c. notify the Union of the employee's response.

9 3. In the event the employee fails to become a member  
10 of the Union in good standing, renew membership or sign  
11 the "Authorization for Deduction of Representation Service  
12 Fee" form after the above, the Union may request automatic  
13 deduction by notifying the Employer, with a copy to the  
14 employee, certified mail, return receipt requested.

15 4. Upon receipt of such written notice, the Employer  
16 shall, within five (5) week days, notify the employee,  
17 with a copy to the Union, that beginning the next pay  
18 period it will commence deduction of the service fee and  
19 tender same to the Union.

20 **Section E. Employer Notification.**

21 The Appointing Authority shall inform all future  
22 employees and employees returning from leave or layoff,  
23 upon their hire or return, and employees transferred into  
24 any MSEA Bargaining Unit, of the employee's obligations  
25 under this Article. The failure of the Appointing  
26 Authority to so inform shall not be defense to any  
27 employee who has failed to comply with the provisions of  
28 this Article.

29 **Section F. Reimbursement.**

30 The Employer agrees not to reimburse membership/  
31 representation fees to any employee without prior written  
32 notification to MSEA.

33 **ARTICLE 7**

34 **MSEA BUSINESS AND ACTIVITIES**

35 **Section A. Time Off for MSEA Business.**

36 1. To the extent that attendance for MSEA business does  
37 not substantially interfere with the Employer's operation,  
38 properly designated MSEA Representatives, regardless of  
39 shift assignment, shall be allowed time off without pay  
40 for the following: MSEA Board of Directors Meetings, MSEA  
41 Executive Council Meetings, state or area-wide MSEA

Committee Meetings, and MSEA General Assembly. 1

Employees who have been granted leave without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Association activities. Such lost time shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work under this Article. 2  
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4  
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2. Except as may be mutually agreed to locally, on a case by case basis, an employee shall furnish written notice of the employee's intention to attend a function listed in Paragraph 1 above to his/her immediate supervisor, at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement. 8  
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In addition to the notice from the employee required above, except as may be mutually agreed to locally on a case by case basis, the MSEA President or his/her constitutionally mandated successor shall also provide, at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by MSEA to attend such functions. 15  
16  
17  
18  
19  
20  
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23

Such written notice shall be provided to the named employee's immediate supervisor and Appointing Authority. No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the President or his/her constitutionally mandated successor as provided above. 24  
25  
26  
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3. The employee may utilize any accumulated time (compensatory or annual) in lieu of taking such time off without pay. When the employee elects to utilize annual leave credits, MSEA may "buy back" such credits up to a limit of one hundred twenty (120) hours each fiscal year, subject to the following regulations: 31  
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a. Employees shall be permitted annual leave absence from work for such MSEA business only up to a maximum of their accrued credits. 37  
38  
39

b. MSEA may reinstate only such employee-expended credits used in the previous twelve (12) months by cash payment to the Department Personal Services Account at the employee's current daily rate. MSEA shall forward to the department the net amount of refund (gross salary less employee's federal, state and city withholding tax deductions, and social security tax). This provision 40  
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1 shall be administered in compliance with applicable tax  
2 statutes.

3 c. MSEA shall be allowed to exercise the option of  
4 reinstating annual leave for any one employee not more  
5 than once in each of the first three (3) quarters of the  
6 fiscal year.

7 **Section B. MSEA Officers.**

8 MSEA agrees to furnish to the Office of the State  
9 Employer in writing the names, Departments/Agencies, and  
10 MSEA Office held of all elected or appointed members of  
11 the MSEA Board of Directors and Executive Council members  
12 within thirty (30) days of the effective date of this  
13 Agreement. Similar written notification shall be provided  
14 within five (5) days of any changes in the Offices of  
15 Board of Directors or Executive Council.

16 Such duly elected or appointed members of the MSEA  
17 Board of Directors who are covered under this Agreement  
18 shall be entitled to "buy back" annual leave credits,  
19 subject to the regulations in Article 7, Section A, except  
20 that the one hundred twenty (120) hour limitation shall  
21 not apply. In addition, the Employer agrees to provide  
22 administrative leave, not to exceed forty-eight (48) days  
23 per year for eight (8) MSEA State Officers to attend MSEA  
24 Board Meetings. It is agreed that this limitation shall  
25 apply to no more than six (6) Board Meetings per year, one  
26 (1) day per Board Meeting. Except as may be mutually  
27 agreed to during secondary level negotiations, such  
28 members shall furnish their immediate supervisor with  
29 written notification of their intent to attend such  
30 meeting at least two (2) work days in advance of the date  
31 that work schedules must be established in accordance with  
32 Article 14, Section D, of this Agreement.

33 **Section C. Time Off Without Loss of Pay During**  
34 **Working Hours.**

35 Employees shall be allowed time off without loss of  
36 pay during working hours to attend grievance hearings,  
37 labor-management meetings, and committee meetings if such  
38 committees have been established by this Agreement, or  
39 meetings called or agreed to by the Employer, if such  
40 employees are entitled by the provisions of this Agreement  
41 to attend such meetings by virtue of being MSEA  
42 Representatives, Stewards, witnesses, and/or grievants,  
43 except in the case of justified emergency as claimed by  
44 the Appointing Authority.

45 **Section D. Administrative Leave Bank.**

46 Subject to the operational needs of the Employer,

employees covered by this Agreement and designated in accordance with the provisions below shall be permitted time off without loss of pay during scheduled working hours to attend authorized union functions subject to the following conditions:

1. An Administrative Leave Bank is established based on 8 hours of administrative leave for each 10 employees in the Labor and Trades and Safety and Regulatory Units combined, who are on active payroll status at the end of the first pay period in June of each year. The Employer agrees to furnish MSEA with the names of the employees in the Units counted for the purposes of establishing and computing such Administrative Leave Bank.

2. Such Administrative Leave Bank shall be allocated to Departments/Autonomous Agencies having employees in these Units in proportion to the number of employees who are on active payroll status employed by such Autonomous Agencies and/or Departments within each Unit covered by this Agreement. Such administrative leave which is not used may be carried forward to other years to cover absences from regularly scheduled work activities authorized by this Section.

3. An Administrative Leave Bank of 2,088 hours shall be established on October 1 of each year. The hours in the Administrative Leave Bank will be utilized by only one individual designated by MSEA.

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

For purposes of seniority accrual, time spent by such employee shall be considered as time worked unless prohibited by legislation. The Union shall reimburse the Employer for the Employer's share of all applicable insurance premiums during the periods of absence covered by administrative leave from the Bank.

4. Such administrative leave shall be granted only in blocks of four (4) or more hours.

5. Such administrative leave shall not be treated as hours worked for the purposes of computing daily or biweekly overtime premium.

1 6. No deduction shall be made, nor shall any employee be  
2 entitled to be released on such administrative leave,  
3 without prior written authorization from the President of  
4 MSEA or his/her designee.

5 It is agreed that the Administrative Leave Bank  
6 provided herein replaces the Administrative Leave Bank  
7 granted in the Civil Service Commission Employee Relations  
8 Policy.

9 **Section E. Administrative Leave Approval Procedures.**

10 Except as may be mutually agreed to locally on a case  
11 by case basis, the employee shall furnish his/her  
12 immediate supervisor, at least two (2) work days in  
13 advance of the date that work schedules must be  
14 established in accordance with Article 14, Section D, of  
15 this Agreement, written notice of the employee's intention  
16 to attend such function.

17 In addition, except as may be mutually agreed to  
18 locally on a case by case basis, the MSEA Central  
19 Association shall also provide, at least two (2) work days  
20 in advance of the date work schedules must be established  
21 in accordance with Article 14, Section D, of this  
22 Agreement, written notice containing the name(s) and  
23 Department/Agency affiliation of employees designated to  
24 attend such activities as authorized in Section D. Such  
25 written notice shall be provided to the named employee's  
26 Appointing Authority.

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

31 Where an employee wishes to attend an MSEA General  
32 Assembly as listed above, and the employee desires a  
33 change in schedule with another employee capable of  
34 performing the work, the appropriate supervisor will make  
35 a reasonable effort to approve the voluntary change of  
36 schedule between the two employees providing such a change  
37 does not result in overtime.

38 **ARTICLE 8**

39 **GRIEVANCE PROCEDURE**

40 **Section A. General.**

41 1. A grievance is defined as a written complaint  
42 alleging that there has been a violation,  
43 misinterpretation or misapplication of any condition of  
44 employment contained in this Agreement, or of any rule,  
45 policy or regulation of the Employer deemed to be a



violation of this Agreement or a claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation arises out of an existing mutually accepted past practice. The concept of past practice shall not apply to matters which are solely operational in nature.

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

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

4. All grievances shall be presented promptly and no later than fifteen (15) week days from the date the grievant knew or could reasonably have known of the facts or the occurrence of the event giving rise to the alleged grievance. Week days, for the purpose of this Article, are defined as Monday through Friday inclusive, excluding holidays.

5. When an individual grievant(s) or MSEA respectively is satisfied with the resolution of a grievance offered by the Employer, processing the grievance will end, provided that the resolution is consistent with this Agreement.

6. MSEA, through an authorized Officer or Staff Representative, may grieve an alleged violation concerning

1 the application or interpretation of this Agreement in the  
2 manner provided herein. Such grievance shall identify, to  
3 the extent possible, employees affected. MSEA may itself  
4 grieve alleged violations of Articles conferring rights  
5 solely upon the Association.

6 7. Grievances which by nature cannot be settled at a  
7 preliminary step of the grievance procedure may, by mutual  
8 waiver of a lower step, be filed at an agreed upon  
9 advanced step where the action giving rise to the  
10 grievance was initiated or where the relief requested by  
11 the grievance could be granted.

12 8. Group grievances are defined as, and limited to,  
13 those grievances which cover more than one employee and  
14 which pertain to like circumstances and facts for the  
15 grievants involved. Group grievances shall, insofar as  
16 practical, name all employees and/or classifications and  
17 all work locations covered and may, by mutual agreement,  
18 at the step being bypassed be submitted at Step Two or  
19 Step Three as appropriate. Group grievances shall be so  
20 designated at the first appropriate Step of the grievance  
21 procedure, although names may be added or deleted prior to  
22 a third step hearing. Group grievances involving more  
23 than one Department shall identify all Departments  
24 involved. MSEA shall, at the time of filing such a  
25 grievance, also provide a copy to the Office of the State  
26 Employer.

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

31 10. There shall be no appeal beyond Step Three on initial  
32 probationary service ratings or involuntary separation of  
33 initial probationary employees which occur during or upon  
34 completion of the probationary period, except that  
35 grievances alleging unlawful discrimination against a  
36 probationary employee may be appealed by MSEA to Step  
37 Four.

38 11. Counseling memoranda and reprimands are not  
39 appealable beyond Step Three, but less than satisfactory  
40 service ratings grievances of employees having completed  
41 the initial probationary period are appealable to Step  
42 Four.

43 12. The parties agree that as a principle of contract  
44 interpretation employees shall give full performance of

duty while a non-dismissal and non-suspension grievance is 1  
being processed. 2

13. Grievances filed before the effective date of this 3  
Agreement shall be concluded in accordance with the 4  
Grievance and Appeals Procedure then in effect. 5

**Section B. Grievance Steps.** 6

1. **Step One.** Informal discussion of complaints between 7  
employees and/or Stewards and supervisors is 8  
encouraged prior to filing of grievances. Within 9  
five (5) week days of receipt of the written 10  
grievance from the employee(s) or the designated MSEA 11  
Representative, the supervisor will, on the 12  
supervisor's own initiative or in response to a 13  
request from MSEA or the employee, schedule a meeting 14  
with the employee(s) and/or the designated MSEA 15  
Representative to discuss the grievance, and return 16  
a written decision to the employee(s) and the MSEA 17  
Representative. Grievance meetings at Step One shall 18  
normally be held during the regularly scheduled hours 19  
of the grievant. 20

2. **Step Two.** If not satisfied with the supervisor's 21  
answer in Step One, the grievance, to be considered 22  
further, shall be appealed to the designated Employer 23  
Representative within five (5) week days from receipt 24  
of the answer in Step One. The parties, upon request 25  
of either, will meet and attempt to resolve the 26  
grievance. Grievance meetings at Step Two involving 27  
2nd or 3rd shift employees shall be held as 28  
conveniently as possible to the employee's shift and 29  
normally precede or immediately follow the employee's 30  
shift. A written answer will be placed on the 31  
grievance form by the appropriate Employer 32  
Representative and returned to the employee(s) and 33  
the designated MSEA Representative within ten (10) 34  
week days from receipt of the grievance form at Step 35  
Two. The answer will be responsive to the grievance 36  
to the extent possible and shall indicate the basis 37  
for the determination. 38

3. **Step Three.** If not satisfied with the Employer's 39  
answer in Step Two, to be considered further, the 40  
grievance shall be appealed to the departmental 41  
Appointing Authority or his/her designee within ten 42  
(10) week days from receipt of the answer in Step 43  
Two. The Employer Representative(s) may meet with 44  
the employee(s) and the designated MSEA 45  
Representative in grievances concerning disciplinary 46

1 issues, to discuss and attempt to resolve the  
2 grievance. Such meetings shall take place concerning  
3 disciplinary grievances involving suspension,  
4 discharge, demotion or less than satisfactory service  
5 rating. In grievances concerning primary contract  
6 interpretation, which excludes those grievances  
7 involving discipline and formal counseling, the  
8 Employer Representative may meet with the designated  
9 MSEA Representative to discuss and attempt to resolve  
10 the grievance. It is the parties' intent that such  
11 meetings will involve discussion and consideration of  
12 the grievance on the basis of a full disclosure of  
13 the relevant facts and documentation by both parties,  
14 however, such disclosure shall not limit the parties'  
15 rights as described in Section H of this Article.  
16 All Step Three denials of disciplinary grievances  
17 involving suspension, discharge, demotion, mandatory  
18 change of residence or less than satisfactory service  
19 rating shall be accompanied by documentation that  
20 supports the action, if not previously provided to a  
21 Union Representative. The written decision of the  
22 Employer will be placed on the grievance form by the  
23 departmental Appointing Authority or his/her designee  
24 and returned to the grievant(s) and the designated  
25 MSEA Representative within fifteen (15) week days  
26 from the date of receipt of the grievance form at  
27 Step Three.

- 28 **4. Step Four.** If not satisfied with the Employer answer  
29 in Step Three, only MSEA may appeal the grievance to  
30 arbitration within twenty-five (25) week days from  
31 the date of the Department's answer in Step Three.  
32 If an appeal to arbitration is filed by MSEA,  
33 concurrent notice shall be provided to the department  
34 and, in primary contract interpretation grievances  
35 only, to the Office of the State Employer. All  
36 appeals to arbitration of disciplinary grievances  
37 involving suspension, discharge, demotion, or less  
38 than satisfactory service rating shall be accompanied  
39 by documentation in accordance with Section H of this  
40 Article. If an unresolved grievance is not timely  
41 appealed to arbitration, it shall be considered  
42 terminated on the basis of the Employer's Step Three  
43 answer without prejudice or precedent in the  
44 resolution of future grievances. The parties may  
45 propose consolidation of grievances containing  
46 similar issues.

47 At the request of MSEA following a third step denial,  
48 a Staff Representative of MSEA and of the Department where

the grievance originates will, on request of MSEA, discuss  
the matter. An effort shall be made in such discussions  
to arrive at fair and equitable grievance settlements to  
avoid the necessity of arbitration. Such settlements, if  
reached, shall be confirmed in writing when agreed to by  
the Employer and MSEA.

The parties agree to utilize the expedited  
arbitration process as outlined below, administered by the  
American Arbitration Association(AAA). For cases involving  
dismissal, disciplinary reassignment, mandatory change of  
residence, and suspension of fifteen (15) work days or  
more, the scheduled hearing shall be held within sixty  
(60) calendar days of filing the arbitration demand. For  
cases involving other disciplinary suspensions, demotions  
or less than satisfactory service ratings, the scheduled  
hearing shall be held within one hundred eighty (180)  
calendar days of the filing.

The parties shall select an arbitrator in accordance  
with the following procedure:

Prior to the time MSEA files an arbitration demand,  
the parties will 1) schedule a mutually acceptable  
preferred hearing date and alternate hearing date, to hear  
the grievance, and, 2) notify AAA of the selected dates.  
The process in numbers 1 and 2 above will normally be  
completed in five (5) work days.

AAA shall provide the parties with a list of fifteen  
(15), but not less than nine (9) arbitrators who are  
available on the selected date. Each party may strike up  
to one-third of the names provided and return to AAA,  
normally, within five (5) work days. Names not struck are  
considered mutually acceptable.

AAA will randomly select an arbitrator from the  
remaining names to conduct the arbitration hearing.

The hearing shall be conducted under the rules of the  
American Arbitration Association.

Any written briefs or closing arguments submitted by  
the parties shall be postmarked no later than fifteen  
(15) work days from the conclusion of the arbitration  
hearing.

The arbitrator shall have thirty (30) calendar days  
following closure of the record of the arbitration  
hearing, to issue a decision.

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

The Federal Mediation and Conciliation Service or  
Michigan Employment Relations Commission may be used by  
mutual agreement.

1 The expenses and fees of the Arbitrator and the cost  
2 of the hearing room, if any, shall be shared equally by  
3 the parties to the arbitration. The expenses of a court  
4 reporter shall be borne by the party requesting the  
5 reporter unless the parties agree to share such costs.

6 The Arbitrator shall only have the authority to  
7 adjust grievances in accordance with this Agreement. The  
8 Arbitrator shall not have jurisdiction or authority to add  
9 to, amend, modify, nullify, or ignore in any way the  
10 provisions of this Agreement and shall not make any award  
11 which in effect would grant MSEA or the Employer any  
12 rights or privileges which were not obtained in the  
13 negotiation process.

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

### 23 Section C. Time Limits.

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

29 Grievances not appealed within the designated time  
30 limits in Steps Two or Three of the grievance procedure  
31 will automatically result in the grievance being  
32 considered closed. Grievances not answered by the  
33 Employer within the designated time limits in any step of  
34 the grievance procedure shall be considered automatically  
35 appealable and processed to the next step. Where the  
36 Employer does not provide the required answer to a  
37 grievance within the time limit provided at Steps One, Two  
38 and Three, the time limits for filing at the next step  
39 shall be extended for ten (10) additional week days. The  
40 time limits at any step or for any hearing may be extended  
41 by written mutual agreement of the parties involved at  
42 that particular step.

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

Representative works, the mailing of the answer shall 1  
constitute a timely response if it is postmarked within 2  
the answer period. 3

**Section D. Retroactivity.** 4

Settlement of grievances may or may not be 5  
retroactive as the equities of the particular case may 6  
demand as determined by the Arbitrator. In any case where 7  
it is determined that the award should be applied 8  
retroactively, except for administrative errors relating 9  
to the payment of wages, the maximum period of 10  
retroactivity allowed shall be a date not earlier than one 11  
hundred and eighty (180) calendar days prior to the 12  
initiation of the written grievance in Step One. 13

Employees who voluntarily terminate their employment 14  
will have their grievances immediately withdrawn unless 15  
such grievance directly affects their status upon 16  
termination or a claim of vested money interest, in which 17  
cases the employee may benefit by any later settlement of 18  
a grievance in which they were involved. 19

It is the intent of this provision that employees be 20  
made whole in accordance with favorable arbitral findings 21  
on the merits of particular disputes, however, all claims 22  
for back wages shall be limited to the amount of straight 23  
time wages that the employee would otherwise have earned 24  
less any unemployment compensation, workers compensation, 25  
long term disability compensation, social security, 26  
welfare or compensation from any employment or other 27  
source received during the period for which back pay is 28  
provided; however, earnings from approved supplemental 29  
employment shall not be so deducted. 30

**Section E. Exclusive Procedure.** 31

The grievance procedure set out above shall be 32  
exclusive and shall replace any other grievance procedure 33  
for adjustment of any disputes, including all parts of 34  
Article VIII, except present Part 4, Appeal Procedure for 35  
Civil Service Bureau Actions, of the Department of Civil 36  
Service Employee Relations Policy and Regulations, as 37  
amended. 38

**Section F. Processing Grievances.** 39

Whenever possible, the grievant or group grievance 40  
representative and the designated MSEA Representative 41  
shall utilize non-work time to consult and prepare. When 42  
such preparation is not possible, the grievant or group 43  
grievance representative(s) and the designated 44  
Representative will be permitted a reasonable amount of 45  
time, not to exceed one (1) hour without loss of pay, for 46  
consultation and preparation prior to any scheduled 47

1 grievance step meeting during their regularly scheduled  
2 hours of employment. Overtime is not authorized.

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

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

### 19 Section G. Discipline.

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

### 28 Section H. Documents and Witnesses Required For 29 Arbitration.

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

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

48 Employees required to testify will be made available



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

### Section I. Grievance Conduct.

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

## **ARTICLE 9**

### **DISCIPLINARY ACTION**

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

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

#### **A. Investigation and Representation.**

Allegations or other assertions of failure of proper employee conduct or performance are not charges, but constitute a basis for appropriate investigation by the Employer. The parties agree that disciplinary action must be supported by timely and accurate investigation. For purposes of this Article, investigation to determine whether disciplinary action should be taken is timely when commenced within twenty (20) week days following the date on which the Employer had reasonable basis to believe that such investigation should be undertaken.

An employee is required to give prompt, full and accurate answers, to the extent possible, to questions put to him/her by the Employer concerning any matter regulated by the Employer, related to conduct or performance, or which may have a bearing upon the employee's fitness, availability or performance of duty. Written questionnaires may be used to initiate or further an investigation. The Employer will avoid duplicating questions contained on the initial questionnaire on any follow-up questionnaire given to the employee under

1 investigation.

2 An employee shall be entitled upon request to the  
3 presence of a Union Representative at a meeting at which  
4 discipline or a less than satisfactory service rating may  
5 or will take place, or at an investigatory interview of  
6 the employee by the Employer regarding allegations or  
7 charges of misconduct against the employee which if  
8 substantiated could result in suspension or dismissal. It  
9 shall not be the policy of the Employer to take  
10 disciplinary action in the course of an investigation  
11 unless an emergency suspension or removal from the  
12 premises as provided in this Article is warranted.

13 If the MSEA Representative is to be an attorney  
14 certified by MSEA, the employee or MSEA shall give as much  
15 notice as possible to the Employer.

16 **B. Disciplinary Action and Conference.**

17 1. Whenever an employee is to be formally charged with  
18 a violation of any obligation, rule, regulation or policy,  
19 or charges are in the process of being prepared, a  
20 Disciplinary Conference shall be scheduled and the  
21 employee shall be notified in writing prior to the  
22 conference of the claimed violation and disciplinary  
23 penalty or possible penalty contemplated. Nothing shall  
24 prevent the Employer from withholding a penalty  
25 determination until after the Disciplinary Conference  
26 provided herein has been completed.

27 Whenever it is determined that disciplinary action is  
28 appropriate, a Disciplinary Conference shall be held with  
29 the employee at which the employee shall be entitled to  
30 MSEA representation. The Representative must be notified  
31 and requested by the employee. No Disciplinary Conference  
32 shall proceed without the presence of a requested  
33 Representative. The Representative shall be a local  
34 Steward or an MSEA Staff Representative so that scheduling  
35 of the Disciplinary Conference shall not be delayed. The  
36 employee shall be informed of the nature of the charges  
37 against him/her and the reasons that disciplinary action  
38 is intended or contemplated. Except in accordance with  
39 Sections C.2. and D. of this Article, an employee shall be  
40 promptly scheduled for a Disciplinary Conference.  
41 Questions by the employee or Representative will be fully  
42 and accurately answered at such meeting to the extent  
43 possible. Response of the employee, including his/her own  
44 explanation of an incident if not previously obtained, or  
45 mitigating circumstances, shall be received by the  
46 Employer. The employee shall have the right to make a  
47 written response to the results of the Disciplinary  
48 Conference which shall become a part of the employee's  
49 file.

The employee shall be given and sign for a copy of the written notice of charges and disciplinary action if determined. Where final disciplinary action has not been determined the notice shall state that disciplinary action is being contemplated. Disciplinary action, if forthcoming, shall be initiated within fifteen (15) calendar days of the Disciplinary Conference, except in the Department of Corrections where it shall be initiated within forty-five (45) calendar days of the Disciplinary Conference unless otherwise modified in secondary negotiations. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. If the employee refuses to sign, the supervisor will write "Employee refused to sign" and sign his/her own name with the date. A witness signature should be obtained under this circumstance.

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

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

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

5. Any performance evaluation, record of counseling,

1 reprimand, or document to which an employee is entitled  
2 under this Agreement shall not be part of the employee's  
3 official record until the employee has been offered or  
4 given a copy.

5 **C. Emergency Disciplinary Action.**

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

7 Nothing in this Article shall prohibit the Employer from  
8 the imposition of an emergency disciplinary suspension  
9 and/or removal of an employee from the premises in cases  
10 where, in the judgment of the Employer, such action is  
11 warranted. As soon as practicable thereafter,  
12 investigation and the Disciplinary Conference procedures  
13 described herein shall be undertaken and completed. An  
14 Appointing Authority may suspend an employee for  
15 investigation. The suspension shall be superseded by  
16 disciplinary suspension, dismissal, or reinstatement  
17 within seven (7) calendar days unless extended by the  
18 Appointing Authority. Notice of the extension shall be  
19 concurrently served upon MSEA and the employee, stating  
20 the reasons therefor. If disciplinary action is not taken  
21 against an employee within the seven (7) days (or  
22 extension), the employee shall receive full pay and  
23 benefits for the period of temporary suspension.

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

25 Any employee arrested, indicted by a grand jury, or  
26 against whom a charge has been filed by a prosecuting  
27 official for conduct on or off the job, may be immediately  
28 suspended. Such suspension may, at the discretion of the  
29 Appointing Authority, remain in effect until the  
30 indictment or charge has been fully disposed of by trial,  
31 quashing or dismissal.

32 Nothing herein shall prevent an employee from  
33 grieving the reasonableness of a suspension under this  
34 Subsection, where the employee contends that the charge  
35 does not arise out of the job, or is not related to the  
36 job, except that suspension for a felony charge shall not  
37 be appealable. An employee who has been tried and  
38 convicted on the original or a reduced charge and whose  
39 conviction is not reversed, may be disciplined or  
40 dismissed from the classified service upon proper notice  
41 without the necessity of further charges being brought and  
42 such disciplinary action shall be appealable through the  
43 grievance procedure. The record from any trial or hearing  
44 may be introduced by the Employer or MSEA in such  
45 grievance hearing, including Arbitration. Under this  
46 circumstance a Disciplinary Conference will be conducted  
47 only upon written request of the employee. An employee  
48 whose indictment is quashed or dismissed, or who is

acquitted following trial, shall be as soon as practicable  
reinstated in good standing and made whole if previously  
suspended in connection therewith unless 1) the Employer  
imposes a suspension for investigation under Section E,  
Suspension for Investigation, of this Article, or, 2)  
disciplinary charges, if not previously brought, are filed  
within three (3) weekdays of receipt of notice at the  
central Personnel Office of the results of the case, and  
appropriate action in accordance with this Article is  
taken against such employee. Nothing provided herein  
shall prevent the Employer from disciplining an employee  
for just cause at any time irrespective of criminal or  
civil actions taken against an employee or irrespective of  
their outcome.

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

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

**E. Suspension for Investigation.**

The Employer may relieve an employee from duty for  
investigation. A suspension shall be with pay and be  
superseded by disciplinary suspension or dismissal, or by  
reinstatement, within seven (7) calendar days or within  
such extension, as may be approved by the Director of the  
Office of State Employer in writing concurrently to the  
Department and MSEA Central Office. Where a subsequent  
disciplinary suspension results, the Employer may count  
the days of suspension for investigation as part of the  
penalty.

**F. Suspension for Felony Charges.**

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



C-4. The distinction between informal and formal 1  
counseling shall be maintained and a counseling memo, if 2  
any, shall be considered formal. 3

**Section D. Removal of Records.** 4

Neither performance review, informal nor formal 5  
counseling shall be considered as punitive/disciplinary 6  
action nor as prerequisites to disciplinary action. A 7  
Record of Counseling form shall be removed from an 8  
employee's file after twelve (12) months of satisfactory 9  
performance during which the employee has not received 10  
less than a satisfactory service rating, been the subject 11  
of disciplinary action, or received further formal 12  
counseling for the same or similar reason(s). 13

**Section E. Relationship to Disciplinary Action.** 14

Nothing in this Article shall prohibit the Employer 15  
from taking disciplinary action without the necessity of 16  
prior informal or formal counseling against an employee 17  
who, in the judgment of the Employer, commits a 18  
sufficiently serious offense. 19

**ARTICLE 11** 20

**SENIORITY** 21

**Section A. Seniority Definitions.** 22

For the purposes indicated below, seniority shall 23  
consist of the total number of continuous service hours of 24  
an employee in the State classified service including 25  
military service time earned prior to appointment to the 26  
State classified service, and service in any excepted or 27  
exempted position in State government which preceded entry 28  
into the State classified service. Continuous hours shall 29  
be recorded in the PPS (Payroll Personnel System) 30  
continuous service hours counter, except that it shall not 31  
include the following: 32

Hours paid in excess of eighty (80) in a pay period; 33

Hours in non-career appointments, on lost time, 34  
suspension, leave of absence without pay (except for 35  
military leave of absence for up to 10,400 hours), or 36  
layoff except that school year employees in the Department 37  
of Education shall receive continuous service credit for 38  
the period of seasonal layoff. Employees off work due to 39  
compensable injuries or illness shall continue to 40

1 accumulate seniority for the full period of absence  
2 precisely as though they had been working for purposes of  
3 layoff and recall, credit for longevity and state  
4 contribution for retirement.

5  
6 1. Seniority as defined above shall be used for:

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

15 **B. Longevity Pay:** If an employee leaves State  
16 classified employment and later is rehired, he/she shall  
17 receive no longevity pay. However, once such a rehired  
18 employee has been in pay status for six (6) years, all  
19 previous time shall be credited for longevity pay. The  
20 only exception shall be for employees rehired who repay  
21 severance pay received.

22 **C. Retirement Credit:** In accordance with statutory  
23 requirements.

24 2. Except as provided in Section D., seniority as  
25 defined above (except that military time earned prior to  
26 State employment and credited to the PPS continuous  
27 service hours counter, and except service in any excepted  
28 or exempted position which preceded entry into the State  
29 classified service and which was credited to the PPS  
30 continuous service hours counter shall be removed from an  
31 employee's continuous service hours) shall be used for  
32 applicable provisions of:

- 33  
34 **A. Layoff and Recall (Article 12)**  
35 **B. Assignment and Transfer (Article 13)**  
36 **C. Overtime (Article 15)**

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

43 In the event two (2) or more employees are tied in  
44 seniority, seniority for purposes of breaking the tie  
45 shall be determined by length of continuous service at the



current level and any higher level(s) and then at 1  
successively lower levels of service. Ties in seniority 2  
which cannot be resolved on the basis of seniority in 3  
accordance with this Section shall be resolved by 4  
reference to the last four digits of the tied employees' 5  
social security number with the highest four digit number 6  
receiving preference. 7

**Section B. General Application.** 8

1. The Employer will be required to apply seniority as 9  
defined in this Article only as specifically provided in 10  
this Agreement and subject to any limitations set forth in 11  
any particular Article or Section of this Agreement. 12

2. The seniority of Bargaining Unit members transferred 13  
prior to the effective date of this Agreement, by Civil 14  
Service Commission action from other jurisdictions to the 15  
classified State Civil Service, shall begin on the date 16  
specified in the Commission action for each assumption, 17  
except as provided in Sub-paragraph 3. of this Section. 18

3. The seniority of Bargaining Unit members who were 19  
transferred to the State classified service by Civil 20  
Service Commission action pursuant to Act 61 of 1985 shall 21  
be as outlined in provisions of the contract addendum 22  
dated April 25, 1985, which is hereby incorporated by 23  
reference. See Appendix F. 24

4. The seniority of Bargaining Unit members transferred 25  
after the effective date of this Agreement by Civil 26  
Service Commission action from other public or private 27  
jurisdictions to the classified State Civil Service as a 28  
result of legislation or Executive Order authorizing the 29  
accretion of a function and associated personnel, shall be 30  
the date of accretion unless otherwise mutually agreed 31  
between the parties to this Agreement. 32

5. A State classified employee retired or retiring under 33  
the provisions of any State of Michigan retirement system 34  
who obtains employment in a classified position shall be 35  
credited with seniority in accordance with the current 36  
applicable Civil Service Rules. Retirement credit shall 37  
be earned in accordance with statutory requirements. 38

6. An employee's continuous service record shall be 39  
broken and not bridged when the employee separates from 40  
the State classified service by means other than layoff, 41  
suspension, or approved leave of absence. 42

1 **Section C. Seniority Lists.**

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

11 An employee or MSEA shall be obligated to notify the  
12 Employer of any error in the current seniority list within  
13 fifteen (15) week days after the date such list is made  
14 available for review by employees. If no error is  
15 reported within this period, the list will stand as  
16 prepared and will thereupon become effective for all  
17 applications of seniority as specifically provided in this  
18 Agreement. For purposes of layoff, seniority shall be  
19 continuous service hours as provided herein as of three  
20 (3) weeks prior to the date the layoff notices are sent to  
21 employees. Any errors in seniority which occur between  
22 the finalization of the seniority lists prepared in  
23 October or April and three (3) weeks prior to layoff shall  
24 be corrected if reported by the employee within fifteen  
25 (15) week days of notice of layoff.

26 **Section D. Seniority Limitation.**

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

31 Employees entering these units directly from a unit  
32 that restricts or limits MSEA Bargaining Unit members  
33 continuous service hours shall enter with zero hours of  
34 seniority and shall be credited with only those hours  
35 accrued within the Unit after entry for purposes described  
36 in Section A.2. of this Article.

37 **ARTICLE 12**

38 **LAYOFF AND RECALL PROCEDURE**

39 **Section A. Application of Layoff.**

40 MSEA recognizes the right of the Employer to lay off  
41 or to reduce the hours of employment, including the right  
42 to determine the extent, effective date, and length of  
43 such layoffs, for lack of funds, reduction in spending  
44 authorizations, lack of work, or reasons of administrative  
45 efficiency. The Employer shall have the right to

determine the positions to be vacated when a reduction is deemed necessary. Bumping, layoff and recall of Bargaining Unit employees shall be exclusively governed by and in accordance with the provisions of this Agreement and this Article.

For purposes of this Article the term class cluster shall apply only in those departments where class clusters have been agreed upon in secondary agreements.

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

1. Temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off by inverse seniority within classification and work location and recalled by seniority. Temporary layoff will only be used for unanticipated loss of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period. Issuance and legislative approval of a Governor's Executive Order shall be conclusive evidence of unanticipated loss of funding, but shall not be required. Losses of or reductions in federal funds, restricted State funds, bond sales, or other sources of State revenues shall qualify under this Section; or

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

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

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

An employee with status acquired in a limited term appointment and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department in the same class as that from which the employee was separated. Such reinstatement may precede employment of any person on a Civil Service employment list and any person with less seniority on a recall list. This Sub-section shall not apply in the case of a continuing State classified employee who accepted an appointment to a limited term position under the same Appointing Authority at a higher level; in this situation

1 the employee will be returned to their former class,  
2 level, and work site.

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

### 27 **Section B. Voluntary Layoffs.**

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

### 39 **Section C. General Layoff Procedures.**

- 40 1. Layoff shall be statewide within a Department or by  
41 geographic and/or organizational layoff units as provided  
42 in departmental plans on file with the Department of Civil  
43 Service on November 24, 1980, unless subsequently modified  
44 in secondary negotiations. Layoff units shall be defined  
45 in secondary negotiations upon request of either party.
- 46 2. Within a layoff unit, except where class clusters have

been established by secondary negotiations, layoff shall  
be by Civil Service classification and level within a  
series by inverse seniority. Positions in a class series  
which contain automatic level changes shall be considered  
to be at the same class and level. Where clusters have  
been established through secondary negotiations layoff  
shall be by inverse seniority within the layoff unit and  
the cluster.

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

4. Excluded employees as defined by the Employee  
Relations Policy (ERP) and eligible employees, as defined  
by the ERP, who are not exclusively represented shall be  
permitted to bump back into these Bargaining Units under  
procedures outlined hereinafter.

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

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

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

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

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

- a. Gender;
- b. Manual communication skill;
- c. Bilingual skill;
- d. Department of Civil Service approved selective

1 certification;

2 e. Maintaining an affirmative action program approved  
3 by MEEBOC or its successor.

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

8 The affirmative action exception, Sub-section e.  
9 above, can only be utilized in accordance with an approved  
10 plan on file with MEEBOC or its successor when the class,  
11 class cluster and/or class series in the county of work  
12 location and within which the layoff/recall is occurring  
13 is in a condition of underutilization or, by virtue of the  
14 intended layoff/recall, would be placed in a condition of  
15 underutilization.

16 The MEEBOC approved utilization standard of the  
17 affected protected group in the county of work location  
18 shall be used to determine when underutilization exists.

19 Such exceptions cannot occur except to maintain  
20 proportions of protected group employees in the class  
21 and/or class series as provided above on the date of  
22 layoff/recall.

23 The Employer shall give notice of such intent to MSEA  
24 and in accordance with Section 1-401 of the Employee  
25 Relations Policy, upon request shall meet and confer with  
26 MSEA about the impact of such determination. No  
27 Department except one headed by a Constitutionally elected  
28 officer shall implement Subsection e. above, without the  
29 involvement and agreement of the State Employer.

30 **Section D. Bumping.**

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

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

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

44 Within seven (7) calendar days of receipt of  
45 notification of layoff, the employee scheduled for layoff

shall notify the Employer of his/her decision to either 1  
accept layoff or bump into the least senior position in 2  
the layoff unit in the next lowest level and successively 3  
lower levels thereafter, within his/her current class 4  
series/class cluster. Positions in a class series which 5  
contain automatic level changes shall be considered to be 6  
the same class level. Alternatively, if it would result 7  
in a higher rate of pay, an employee may bump into the 8  
least senior position in the layoff unit in a former class 9  
series/class cluster at and below any level at which the 10  
employee had satisfactorily completed six (6) months of 11  
service. This alternative shall not apply to employees 12  
who were demoted from the higher paying class for 13  
disciplinary reasons or who transferred from the higher 14  
class in less than satisfactory employment status. 15

If an employee notifies the Departmental/Agency 16  
Employer of the decision to bump and later chooses to 17  
accept layoff, the Departmental/Agency Employer shall not 18  
be required to recompute the bumping chain. Employees 19  
scheduled for layoff while on leave of absence shall 20  
within seven (7) calendar days of notification, inform the 21  
Departmental Employer in writing of his/her decision to 22  
accept layoff or exercise bumping rights in accordance 23  
with this Section. The temporarily vacant position 24  
resulting from the bump may be temporarily filled by the 25  
Employer by limited term recall, reassignment or any other 26  
manner provided by this Agreement until the bumping 27  
employee returns from leave. 28

An employee seeking to bump into another position must 29  
meet all requirements in accordance with Articles 11 and 30  
12. 31

As a result of bumping downward, an employee shall not 32  
earn more than the maximum rate of the lower class bumped 33  
into or more than the rate previously earned in a higher 34  
class from which the employee bumped. When an employee 35  
bumps downward he/she shall be paid at that step in the 36  
lower level pay range which credits the service in the 37  
higher level range(s) to the step at which the employee 38  
was paid when promoted from a lower level. 39

Except as specified in Sections C.4. and C.5. of this 40  
Article, employees outside these Bargaining Units shall 41  
have no bumping rights to positions within these Units. 42  
Bargaining Unit members have no bumping rights arising out 43  
of this Agreement to positions outside these Units. 44

The issue of class cluster for bumping purposes shall 45

1 be a proper subject for secondary negotiations at the  
2 request of either party.

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

7 Bargaining Unit members shall not receive travel  
8 expense or moving expense reimbursement in connection with  
9 bumping or equivalent reassignment.

10 **Section E. Recall Lists.**

11 **1. Definitions:** For purposes of this Article the  
12 following definitions apply:

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

16 b. The **Secondary Class** is a class and level and any  
17 other class(es) in the class cluster in the Bargaining  
18 Units, other than the primary class, in which the  
19 employee has achieved six (6) months of satisfactory  
20 service, and any lower level class in that class  
21 series or class cluster.

22 c. A **Departmental Recall List** is a list by class and  
23 level, and by county or Agency/Facility of each  
24 employee who has been laid off or bumped from a  
25 position in the Department and for which he/she is  
26 both eligible under a. and b. above and has requested  
27 recall to such class, level and county or  
28 Agency/Facility.

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

35 **2. Construction of Lists:** Each employee who is laid off  
36 from State employment who bumps or who refuses  
37 reassignment to another county shall have the right, upon  
38 written request to his/her Appointing Authority within  
39 seven (7) days subsequent to being laid off, to have  
40 his/her name placed on the Departmental Recall List for  
41 the primary and any secondary classes for which he/ she is  
42 eligible, for any county or Agency/Facility in the



Department at which he/she will accept recall. 1

Also, such employee upon written request to his/her 2  
Appointing Authority as provided above, shall have the 3  
right to have his/her name placed on the Statewide 4  
Interdepartmental Recall List for the primary and any 5  
secondary class for which he/she is eligible, for each 6  
county to which recall would be accepted. The 7  
Departmental Employer will provide to employees eligible 8  
for recall a form which shall be utilized to indicate 9  
recall availability. 10

An employee may delete his/her name from any recall 11  
list without penalty at any time prior to being recalled, 12  
by giving written notice of such request to his/her 13  
Appointing Authority. Similarly, without penalty, an 14  
employee may also delete a county or Agency/Facility to 15  
which he/she has requested recall. 16

An employee may reactivate his/her name on appropriate 17  
recall lists and/or elect additional locations during 18  
their period of eligibility for recall by providing 19  
written notice to the Appointing Authority. Such 20  
additions shall, as soon as practicable, be included on 21  
recall lists prepared after the date of receipt. 22  
Provided, however, that an employee removed from a recall 23  
list in accordance with Section G. may not elect to be 24  
returned to the same list. 25

**Section F. Recall from Layoff.** 26

The provisions of this Section shall be applied 27  
subject to the exceptions listed in Section C.6. of this 28  
Article. Notice of recall shall be sent to the employee 29  
at his/her last known address by registered or certified 30  
mail. 31

When the Employer intends to fill a vacancy, the 32  
Employer may reassign employees in accordance with Article 33  
13, within the county or Agency/Facility and within the 34  
class/class cluster and level of the vacancy, otherwise 35  
when the Employer intends to fill a vacancy, the Employer 36  
shall recall the most senior employee who is on the 37  
Departmental Recall List for such class and level and who 38  
has designated that county or Agency/Facility. 39

If no employee is on such Departmental Recall List, 40  
the Employer shall recall one of the three (3) most senior 41  
employees from the Statewide Interdepartmental Recall List 42  
for the class and level who have designated the county in 43  
which the vacancy exists as one to which he/she will 44

1 accept recall. In the event there are less than three (3)  
2 names the Employer shall recall from the remaining  
3 available name(s) on the list.

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

9 **Section G. Removal of Names From Recall Lists.**

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

- 15 1. An employee who refuses or accepts recall to  
16 employment in his/her primary class in his/her  
17 original county shall be removed from all recall  
18 lists.
- 19 2. An employee who refuses or accepts recall to  
20 employment in his/her primary class in a county other  
21 than his/her original county shall be removed from all  
22 recall lists except for his/her original county.
- 23 3. An employee who refuses or accepts recall to  
24 employment in a secondary class in his/her original  
25 county shall be removed from all recall lists for that  
26 class and all other secondary classes at that level  
27 and below.
- 28 4. An employee who refuses or accepts recall to  
29 employment in a secondary class in a county other than  
30 his/her original county shall be removed from all  
31 recall lists for that class and all other secondary  
32 classes at that level and below except at his/her  
33 original county.
- 34 5. The parties agree that the recall rights, seniority  
35 and benefit credit of employees who are separated or  
36 who resign from State employment are forfeited as a  
37 result of such separation or resignation, except that  
38 an employee who resigns during the first six (6)  
39 months of employment in a secondary class or in a  
40 class referred to from the placement project, or is  
41 separated by the Employer during the first six (6)  
42 months of employment in such class based on the  
43 inability to satisfactorily perform required job

responsibilities, shall retain all recall rights, and 1  
if recalled, shall retain seniority and benefit 2  
credit. 3

**Section H. Limited Term Recall.** 4

In accordance with the provisions of this Article, 5  
employees shall designate agreement to be recalled by 6  
county or Agency/Facility on a limited term basis when 7  
laid off. Limited term recall shall also be on the basis 8  
of seniority. An employee who fails to accept limited 9  
term recall to a county or Agency/Facility previously 10  
designated shall be removed from that list. Removal from 11  
a limited term list shall be in accordance with the 12  
provisions of Section G. of this Article and shall not 13  
affect the employee's place on a permanent recall list. 14  
An employee whose limited term recall expires shall have 15  
no bumping rights except in the case of a continuing State 16  
classified employee who accepted limited term recall under 17  
the same Appointing Authority; under this situation the 18  
employee shall be returned to the previous class/level and 19  
work site at the time of limited term recall. 20

**Section I. Layoff and Recall Information to MSEA.** 21

The Departmental Employer agrees to provide to MSEA 22  
copies of seniority lists and employment histories, which 23  
the Employer uses to complete the layoff process. 24

The Departmental Employer shall provide to MSEA copies 25  
of recall forms completed by employees. 26

The Departmental Employer agrees to provide to MSEA, 27  
upon request, copies of Departmental and/or Statewide 28  
Interdepartmental Recall List(s) which were used to recall 29  
Bargaining Unit employees. 30

**ARTICLE 13-L&T** 31

**ASSIGNMENT AND TRANSFER** 32

(Labor and Trades Unit) 33

**Section A. Definitions.** 34

1. **Assignment.** An assignment is the particular job 35  
duties to be performed at or from a particular work 36  
location, (and as applicable) on an assigned shift, 37  
and on an assigned schedule. 38
2. **Reassignment.** A reassignment is a permanent change in 39  
assignment made by the Employer of an employee covered 40  
by this Agreement. 41

1 3. Relocation. Relocation is the reassignment of an  
2 employee by Management involving the mandatory change  
3 of personal residence.

4 4. Transfer. A transfer is a permanent change of  
5 assignment of an employee covered by this Agreement  
6 which is initiated by the employee.

7 5. Work Location shall be defined as all the premises of  
8 a Department in a county, unless otherwise agreed to  
9 by the parties in a secondary level negotiation,  
10 except that each of the following shall be considered  
11 a separate location:

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

15 b. A building or group of buildings which constitutes  
16 a facility in the Departments of Community Health,  
17 Corrections, Family Independence Agency, and  
18 Education.

19 6. Vacancy. A vacancy is a new or existing unfilled,  
20 permanent assignment which the Employer seeks to fill.  
21 A position from which an employee has been laid off is  
22 not a vacancy for purposes of transfer.

23 7. Secondary Vacancy. A secondary vacancy is a vacancy  
24 arising directly as the result of an employee being  
25 selected from the vacancy transfer list to fill the  
26 original vacancy.

27 8. Work Unit. Where applicable, establishment of work  
28 units will be discussed at secondary negotiations.

29 9. Qualified. For purposes of this Article, except as  
30 provided in Section E., an employee shall be deemed  
31 qualified if he/she is actively employed on a  
32 permanent basis in satisfactory status in the same  
33 Department and Civil Service classification as the  
34 vacancy.

### 35 Section B. Right of Assignment.

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

**Section C. General.**

1. Initial assignments and transfers are not grievable.
2. Reassignments will not be executed solely for disciplinary purposes.
3. Where a reassignment with relocation is contested, the employee will accept the reassignment and will be entitled to reimbursement for travel expenses in accordance with the State Standardized Travel Regulations up to a maximum of one-hundred eighty (180) days while the appeal is being processed.
4. When filling the original and secondary vacancies, the Employer will use seniority as the basis for transfer, unless otherwise specified in this contract. Adequate and timely notice shall be made available to all employees of this Unit eligible to transfer to a vacancy.
5. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence, or change in work location in excess of twenty (20) miles from the employee's present work location. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time the employee is required to report early.

**Section D. Assignment.**

1. **Relief Assignment.** Relief assignment may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location subject to Article 33.E., Working Out of Class. This shall not be done to avoid the payment of overtime. Relief assignments may be utilized by the Employer as a regular assignment, including the possibility of a relief pool.
2. **Other Assignment.** The Employer may reassign an employee to a subsequent level vacancy, within the employee's work location, provided that such reassignment does not require a shift change.

In assigning or reassigning an employee from one work location to another, or within a work location from one assignment to another, requiring a change in shift, the Employer will assign the least senior qualified employee. Within the Department of Community Health, reassignment

1 shall be confined to a Facility. Nothing in this Article  
2 shall preclude the Employer from seeking volunteers for an  
3 assignment before the Employer reassigns the employee.

4 **3. Temporary Assignment.** The Employer may temporarily  
5 fill a vacancy to fulfill operational requirements,  
6 including using employees from a layoff list without being  
7 bound by the procedure of Section E., Sub-sections 3. and  
8 4., of this Article. Such temporary assignments shall not  
9 exceed ninety (90) calendar days.

10 However, when such temporary reassignment results in  
11 the employee being reassigned to a work location that is  
12 twenty (20) miles further from home than the permanent  
13 work location, the employee will be eligible for travel  
14 and meal allowances.

15 **Section E. Transfer.**

16 **1. General.** Except as provided in Article 12, Section F,  
17 permanent vacancies in classifications in this Unit at  
18 work locations shall be filled in accordance with the  
19 provisions of this Article.

20 Employees applying for a transfer within their current  
21 classification and work location shall be given  
22 consideration in accordance with Section E.3. in filling  
23 a vacancy in accordance with the following:

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

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

30 (2) Employees on authorized sick leave for a period  
31 of more than two (2) weeks, from the time the Employer  
32 seeks to fill the vacancy or employees on leave of  
33 absence will be considered unavailable;

34 (3) Selective certification requirements or valid  
35 occupational requirements in accordance with Article  
36 12, Layoff and Recall.

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

42 The procedure for tiered transfer priorities and

transfer across shifts within the same work location shall be a proper subject for secondary negotiations.

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

- a. Probationary employees;
- b. Employees with less than a satisfactory service rating;
- c. Employees who have been transferred as the result of a transfer request, or transferred or reassigned as a result of an Employee Conduct Transfer Reassignment, any time during the immediately preceding twelve (12) month period;
- d. Within the Department of Community Health, transfer requests from outside the Agency shall only be considered when there are no names from the Agency on the transfer list.
- e. Employees who have declined, or failed to respond to three (3) offers of transfer within the immediate preceding twelve (12) month period.

**3. Original Vacancies.** Except as provided in Article 12, Section F., original vacancies shall be filled by transfer of the senior qualified employee who has applied for the vacancy by properly designating the work location(s) (which includes shift) of the vacancy on the vacancy transfer list provided for in Sub-section 5.a. below. Such transfer requests shall be submitted to the Personnel Office in writing. Among such applicants, preference shall go to the senior qualified applicant as defined in Article 11, Seniority, Section A.

**4. Secondary Vacancies.** Secondary vacancies shall be filled in the same manner as original vacancies (senior qualified applicant) except when the secondary vacancy occurs at a work location which is underutilized in terms of a protected group employee. In such case only the secondary vacancy may be filled by the Employer as part of the Department's affirmative action plan. However, if it is apparent that in filling a third or subsequent vacancy in the same sequence that the Employer could work toward its affirmative action goal by appointment to such third or subsequent vacancy within the same county, the third or subsequent vacancy in sequence shall be used for this (affirmative action) purpose and the secondary vacancy

1 shall be filled by the senior qualified applicant as  
2 generally provided in this Article.

3 **5.a. Vacancy Transfer List.** The Employer will establish  
4 vacancy transfer lists from which original and secondary  
5 vacancies will be filled by qualified employees. Such  
6 vacancy transfer lists shall be based upon the Seniority  
7 List provided for under Article 11, Seniority. Requests  
8 for transfers shall be made on the appropriate form and  
9 sent to the Personnel Office. Lists will be updated on  
10 the first of each month. To be included on the list,  
11 transfer requests must be received by the Personnel Office  
12 by the 20th of the preceding month. Lists of work  
13 locations and their classifications shall be made  
14 available for review by employees. Transfer lists  
15 established as a result of such requests will expire  
16 annually on September 30. The Employer shall provide  
17 notice to employees no later than September 15 that  
18 transfer lists established by this agreement are expiring  
19 on September 30.

20 An employee may designate a maximum of three (3)  
21 preferred work units and/or locations.

22 In utilizing a vacancy transfer list to fill a  
23 vacancy, the Employer shall select the senior qualified  
24 employee who has designated a preference for the work  
25 location in which a vacancy is to be filled, except that  
26 an employee who accepts appointment from a vacancy  
27 transfer list shall not be entitled to another appointment  
28 from any vacancy transfer list during a six (6) month  
29 period following the effective date of the initial  
30 appointment from a vacancy transfer list.

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

36 **b. Removal from Vacancy Transfer List.** An employee who  
37 has designated a preference for one or more work locations  
38 may voluntarily remove his/her name from any vacancy  
39 transfer list for such work locations by providing the  
40 Employer written request at any time prior to an offer of  
41 appointment being made by the Employer to the employee.

42 The name of an employee who declines an offer of  
43 appointment from the vacancy transfer list shall be  
44 removed from the vacancy transfer list for the work



location in which the offered vacancy is located. An employee departing on vacation may furnish the Employer, prior to departure, a written indication of the priority order of one or more (up to three) of the employee's designated work locations on the vacancy transfer list which he/she will accept upon return from vacation. If such a vacancy arises during the period of the scheduled vacation, the vacancy will be held open for the employee who shall be obligated to accept it.

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

**6. Subsequent Level Vacancies.** Within a work location or county, the Employer shall have the option of filling third and subsequent level vacancies at the work location where such vacancies occur by means other than the vacancy transfer list including appointment to meet an affirmative action goal consistent with other provisions of this Agreement. Requests for transfers from outside the work location or Department will be considered equally with new hiring; reinstatement; rehire; return from LOA; inter-classification transfer; placement of trainees; volunteers (not necessarily by seniority); promotion; demotion; and, involuntary reassignment. The Employer may make involuntary reassignments to subsequent level vacancies in accordance with Section E.7. of this Article. Involuntary reassignments not in accordance with Section E.7. of this Article shall only be by inverse seniority from the work location of the Employer's choice.

**7. Employee Conduct Transfer - Reassignment.** An employee may be transferred or reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work location will be detrimental to the continued effectiveness of that work location or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct transfer or reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment shall be grievable. An employee conduct transfer shall not be grievable.

1 Reassignments shall not be executed solely for  
2 disciplinary purposes.

3 **8. Hardship Transfers.** Legitimate hardship transfer  
4 requests to another work location submitted by MSEA may be  
5 honored where the Appointing Authority determines that a  
6 hardship exists and that to do so will not impair the  
7 operating effectiveness of the Department or any sub-unit  
8 thereof. For purposes of this Sub-section, hardship means  
9 health condition of an employee or an employee's immediate  
10 family (defined as spouse, children, parents or spouse's  
11 parents) requiring the employee's presence or availability  
12 in another location for an extended period of time. All  
13 hardship transfer requests shall be in writing to the  
14 employee's Appointing Authority and clearly set forth the  
15 circumstances of the hardship. Such transfer may be given  
16 priority over other voluntary transfer requests. MSEA  
17 agrees that the approval of such hardship transfer by the  
18 Appointing Authority shall not be grievable.

19 **9. Exchange Transfer.** An exchange transfer may take  
20 place upon agreement of involved employees, the Employer  
21 and MSEA.

22 **Section F. Expense Reimbursement.**

23 Employees who are reassigned with relocation under the  
24 provisions of this Article shall receive reimbursement for  
25 incurred moving expenses in accordance with Article 37 of  
26 this Agreement. In addition, they shall be allowed  
27 travel, lodging, and meal allowances in accordance with  
28 the State Standardized Travel Regulations. If the  
29 Employer conducts interviews related to this Article, an  
30 employee selected for interview shall be allowed necessary  
31 and reasonable release from assigned duties and travel  
32 time without loss of pay or benefits. In the Department  
33 of Community Health, this Section shall apply only on a  
34 facility basis. Nothing in this Article shall preclude a  
35 Department from paying expenses on a transfer with  
36 relocation.

37  
38 **ARTICLE 13 - S&R**  
39 **ASSIGNMENT AND TRANSFER**  
40 **(Safety & Regulatory Unit)**

41 **Section A. Definitions.**

42 **1. Assignment.** An assignment is the particular job to  
43 be performed within a work location, on an assigned  
44 shift and schedule as directed by the Employer.

2. **Reassignment.** A reassignment is a change of assignment of a classified employee effected upon the Employer's initiative in accordance with Section B. of this Article.
3. **Transfer.** A transfer is either the filling of a vacancy, or a permanent change in assignment, at the employee's initiative or request in accordance with Section C. of this Article.
4. **Initial Vacancy.** An initial vacancy is a new or existing unfilled, permanent position which the Employer seeks to fill. A position from which an employee has been laid off or transferred is not an initial vacancy for purposes of transfer.
5. **Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the result of an employee being selected from the vacancy transfer list to fill the initial vacancy.
6. **Subsequent Vacancy.** A subsequent vacancy is a vacancy which results from the filling of a secondary vacancy in accordance with Section C. of this Article.
7. **Work Location.** Work location is a county or a facility within a county, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location. This definition shall be the subject of secondary negotiations at the request of either party.
8. **Work Site.** For the purpose of this Article each of the following shall be considered a separate work site:
- a. A building within a work location;
  - b. A building or group of buildings which constitute a Facility of the Departments of Community Health, Corrections, Family Independence Agency and Education, or organizational field unit in the Department of Natural Resources;
  - c. In metro-Lansing area, the various administrative office locations for each Department shall be considered as a single work site.
- This definition shall be the subject of secondary negotiations at the request of either party.

- 1 9. Seniority. For purposes of this Article seniority  
2 shall be as defined in Article 11.
- 3 10. Qualified. For purposes of this Article, except as  
4 provided in Section C., an employee shall be deemed  
5 qualified if he/she is actively employed on a  
6 permanent basis in satisfactory status in the same  
7 Department and Civil Service classification as the  
8 vacancy.

9 **Section B. Assignment-Reassignment.**

10 1. Right of Assignment. Except as provided in this  
11 Article, the Employer shall have the right and  
12 responsibility to assign employees to and within an Agency  
13 or work location. The establishment of class clusters for  
14 reassignment shall be a proper subject for secondary  
15 negotiations. In filling a vacancy the Employer shall  
16 continue to have the right to assign or reassign a  
17 qualified employee subject only to the provisions of this  
18 Article.

19 2. Conditions of Employment. In the Safety and  
20 Regulatory Unit, where a departmental condition for  
21 employment as expressed in writing prior to or at the time  
22 of hire, or a Department of Civil Service class  
23 specification, or Civil Service examination announcement  
24 provides that an individual employee may be reassigned or  
25 relocated, on a periodic, planned, or operational needs  
26 basis, there shall be no restriction upon the Employer in  
27 assigning and reassigning an employee, within his/her  
28 classification and level, among work locations or within  
29 a work location.

30 3. Other Assignment. Prior to utilizing provisions of  
31 Section C of this Article, the Employer may reassign an  
32 employee, within the employee's work site, provided that  
33 such reassignment does not require a shift change.

34 In reassigning an employee from one work location to  
35 another or one work site to another, or from one  
36 assignment to another requiring a change in shift, the  
37 Employer will reassign the least senior qualified  
38 employee, whenever possible, who has not been reassigned  
39 across shifts or between work locations, within the  
40 immediately preceding twelve (12) month period.

41 The Employer will not reassign an employee to another  
42 classification if such assignment would require  
43 compensation in a lower pay range. At work sites having  
44 multiple shifts, a redistribution of employees between

shifts, provided that there is no net gain of employees, shall be accomplished by voluntary transfers of employees from the other shifts at that work site. Failing to meet operational requirements via these transfers, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts within the immediately preceding twelve (12) month period. To maintain a balance of experienced employees in a manner requiring transfer out-of-line seniority on a shift, agreements will be sought through the appropriate level Labor-Management Meetings. An employee who refuses a reassignment to another county shall not have such refusal treated as a layoff, however, he/she shall be entitled to recall rights.

**4. Employee Conduct Reassignment.** An employee may be reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work site will be detrimental to the continued effectiveness of the work unit or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment requested by the employee shall not be grievable. Reassignment shall not be executed solely for disciplinary purposes.

**5. Employee Demotion.** The Employer may fill a position by either voluntary or involuntary demotion, of an employee in these Bargaining Units, prior to transferring or recalling employees.

**6. Relief Assignment.** Relief assignments may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. Relief assignments may be utilized by the Employer as a regular assignment.

**7. Temporary Reassignment.** The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a recall list without being bound by the procedure of Section C., Sub-section 2., of this Article. However, temporary reassignments at work sites or locations outside the employee's permanent work location or county containing the employee's permanent work site will make the employee eligible for travel and meal allowances.

**8. Limits to Reassignment.** An employee shall not be subject to reassignment requiring mandatory relocation of

1 residence more than once in any three (3) year period  
2 except:

3 a. By mutual agreement between the Employer and the  
4 employee;

5 b. In cases of employee conduct reassignment;

6 c. As required in Sub-section 2. of this Section.

7 **9. General.**

8 a. An employee shall be given thirty (30) calendar  
9 days written notice prior to the effective date of any  
10 reassignment involving a mandatory change in residence.  
11 If operational requirements are such that the employee is  
12 required to report to the employee's new assignment before  
13 the thirty (30) day period expires, the employee's  
14 eligibility for travel, lodging, and meal allowances shall  
15 be extended by the same period of time he/she is required  
16 to report early.

17 b. Reassignment of employees shall not be made in an  
18 arbitrary or capricious manner.

19 **Section C. Transfer.**

20 1. **Vacancy Transfer List.** Employees shall be entitled  
21 to express an interest in transfer to other work locations  
22 and/or work sites to which they would like to transfer  
23 within their current classification which would allow them  
24 to retain their same level. The issue of tiered transfer  
25 priorities and transfers between classes within the same  
26 class cluster shall be a proper subject for secondary  
27 negotiations. The issue of transfers within work sites of  
28 less than fifty (50) Bargaining Unit employees shall be a  
29 proper subject of secondary negotiations only upon mutual  
30 agreement of the parties. The Employer will establish  
31 vacancy transfer lists from which initial and secondary  
32 vacancies will be filled by qualified employees. Such  
33 vacancy transfer lists shall be based upon the seniority  
34 list provided for under Article 11, Seniority. Requests  
35 for transfers shall be made on the appropriate form and  
36 sent to the Personnel Office. Lists will be updated on  
37 the first of each month. To be included on the lists,  
38 transfer requests must be received by the Personnel Office  
39 by the 20th of the preceding month. Lists of work  
40 locations and their classifications shall be made  
41 available for review by employees. Transfer lists  
42 established as a result of such requests will expire  
43 annually on September 30. The Employer shall provide  
44 notice to employees no later than September 15 that

transfer lists established by this Agreement are expiring 1  
on September 30. 2

Employees submitting transfer requests, shall 3  
indicate a maximum of three (3) desired work locations by 4  
county designation or other appropriate designations as 5  
determined in secondary negotiations, except that no 6  
transfer rights shall exist for positions within an 7  
employee's current work site except as may otherwise be 8  
agreed to in secondary negotiations as provided above. 9

**2. Application.** Except as provided in Article 12., 10  
Section F., an initial vacancy shall be filled by the most 11  
senior qualified employee on the appropriate transfer 12  
list. The resulting secondary vacancy shall be filled in 13  
the same manner as the initial vacancy. Where there are 14  
no qualified employees on the transfer list the Department 15  
may consider all other forms of appointment procedure. 16  
The Employer shall have the option of filling any 17  
subsequent vacancy by other authorized appointment 18  
procedures including continued application of these 19  
provisions. 20

In the Department of Corrections, Bureau of 21  
Correctional Facilities and the Department of Community 22  
Health, transfer requests from outside the Agency shall 23  
only be considered when there are no qualified employees 24  
from the Agency on the transfer request list. 25

**3. Limitations.** The Employer shall not be required to 26  
consider: 27

a. An initial or continuing probationary employee; 28  
29

b. Employees in less than satisfactory standing; 30

c. Employees who have been transferred any time 31  
during the immediately preceding twelve (12) month 32  
period; 33

d. Employees who have declined, or failed to respond 34  
to three (3) offers of transfer within the 35  
immediately preceding twelve (12) month period; 36

e. Employees if the vacancy is part of a Conduct 37  
Reassignment as described in Section B.4. above; 38

f. Employees who do not possess the particular 39  
qualifications for the assignment, including but not 40  
limited to: 41

- 1 (1) Special job skills;
- 2 (2) Physical requirements;
- 3 (3) Selective certification requirements;
- 4 (4) Specialized qualification requirements
- 5 determined in secondary negotiations.

6 g. Where a work site or facility is closed or  
7 divided, the Employer may reassign employees along  
8 with their work responsibilities to the new Facility  
9 or work site.

10 **4. Hardship Transfers.** Legitimate hardship transfer  
11 requests to another work location submitted by MSEA may be  
12 honored where the Appointing Authority determines that a  
13 hardship exists and that to do so will not impair the  
14 operating effectiveness of the Department or any sub-unit  
15 thereof. For purposes of this Sub-section, hardship means  
16 health condition of an employee or an employee's immediate  
17 family (defined as spouse, children, parents or spouse's  
18 parents) requiring the employee's presence or availability  
19 in another location for an extended period of time. All  
20 hardship transfer requests shall be in writing to the  
21 employee's Appointing Authority and clearly set forth the  
22 circumstances of the hardship. Such transfer may be given  
23 priority over other voluntary transfer requests. MSEA  
24 agrees that the approval of such hardship transfer by the  
25 Appointing Authority shall not be grievable if done in  
26 accordance with the provision of this Sub-section.

27 **5. Correcting of Staffing Imbalance.** Where the Employer  
28 seeks to correct a staffing imbalance between or within  
29 work locations or work sites, the Employer may consider  
30 transfer requests from an over staffed work site/work  
31 location prior to considering transfer requests from other  
32 work sites. When the Employer intends to utilize this  
33 provision the Employer shall give MSEA prior notice and  
34 shall, upon request, meet with MSEA to discuss the details  
35 of such action.

36 **6. Exchange Transfer.** An exchange transfer may take  
37 place upon agreement of involved employees, the Employer  
38 and MSEA.

39 **Section D.**

40 The Employer may reassign or transfer out-of-line  
41 seniority when there are unmet affirmative action goals as  
42 established by a plan approved by MEEBOC or its successor.  
43 In the case of transfer the Employer shall select the most  
44 senior qualified protected group employee who has  
45 requested the transfer. In the absence of qualified



protected group members on the transfer roster, the Employer may give equal consideration to other protected group members eligible through reinstatement, promotion, and new hires. In the case of reassignment the Employer may bypass a protected group member to maintain current proportions of protected group employees if the area from which the reassignment is to be made is underutilized.

**Section E. Expense Reimbursement.**

Employees who are reassigned under the provisions of Section B. of this Article shall be eligible to receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement.

Employees who are transferred under the provisions of Section C. of this Article shall not be entitled to receive reimbursement for incurred moving expenses pursuant to Article 37 of this Agreement. However, an employee's employing Department may at its sole discretion authorize the application of part or all of such Article.

If the Employer conducts interviews related to this Article, administrative leave shall be allowed in accordance with current departmental policies.

The provisions of this Article shall not obligate the Employer to retrain, furnish, or provide for retraining of any employee in order to permit him/her to apply for or receive approval of a transfer request.

**ARTICLE 14**  
**HOURS OF WORK**

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

**Section A. Biweekly Work Period.**

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

**Section B. Work Days.**

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

1 **Section C. Work Shift.**

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

6 **Day Shift** - Starts between 5:00 a.m. and 1:59 p.m.

7 **Afternoon Shift** - Starts between 2:00p.m. and 9:59 p.m.

8 **Evening Shift** - Starts between 10:00 p.m. and 4:59 a.m.

9 Employees may be assigned to work rotating or relief  
10 shifts.

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

16 MSEA and the Employer recognize that certain  
17 employees are exempt from explicit shifts. These  
18 employees are expected to work an eight (8) hour shift or  
19 its approved equivalent, but the nature of the work does  
20 not lend itself to standard work days, work hours  
21 (including meals and breaks), and work week. Such  
22 employees are usually those who are ineligible for  
23 overtime compensation except as otherwise identified in  
24 this Agreement. Such employees will have their work time  
25 approved by the appropriate authority. Daily reporting  
26 for work may be independently adjusted with Employer  
27 approval and a schedule will be maintained with the  
28 approval of the appropriate supervisor.

29 The Employer reserves the right to establish or  
30 re-establish eight and one-half (8 ½) or nine (9) hour  
31 shift schedules with one-half (½) or one (1) hour for  
32 unpaid lunch. Meals previously provided to employees  
33 working eight (8) hour shifts may be canceled when  
34 employees are changed to eight and one-half (8 1/2) or  
35 nine (9) hour shifts as provided herein.

36 **Section D. Work Schedules.**

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

1. Code 1 Employees.

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

The regular work schedule of an employee in a Code 1 classification as indicated in Appendices A and B shall not be altered within the work period provided in Section A, above, solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1 ½) times the employee's regular rate of pay. With the Employer's approval employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules. Scheduling changes necessitated by requests initiated by employees shall be exempt from the one and one-half (1 ½) time compensation required by this Section unless the employee is otherwise placed in overtime status in accordance with Article 15. Emergency scheduling may continue in accordance with current practice. The issue of the temporary scheduling of Motor Carrier Officers who are required to appear in court or attend mandatory training on a shift other than their regular shift shall be a proper subject for secondary negotiations.

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

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

Section E. Meal Periods.

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

1 secondary level negotiations regardless of current  
2 practice.

3 **Section F. Rest Periods.**

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

13 **Section G. Wash-Up Time.**

14 Positions for which such necessary wash-up time is  
15 authorized shall be determined in secondary negotiations.  
16 If employees are working overtime at the end of the  
17 scheduled work day, an approved wash-up period shall be  
18 provided immediately prior to the end of the overtime  
19 period only. Under no circumstances shall an employee be  
20 paid premium pay to wash-up if the employee is required to  
21 work through this wash-up period.

22 **Section H. Callback.**

23 Callback is defined as the act of contacting an  
24 employee at a time other than regular work schedule and  
25 requesting that the employee report for work and be ready  
26 and able to perform assigned duties. Employees who are  
27 called back and whose callback time is contiguous to their  
28 regular working hours will be paid only for those hours  
29 worked. Employees who are called back and whose callback  
30 hours are not contiguous with their regular working hours  
31 will be guaranteed a minimum of three (3) hours  
32 compensation. Eligible callback time will be paid at the  
33 premium rate. When a Code 2 employee is on call and is  
34 called back to work the employee shall be compensated in  
35 cash payment at the premium rate for the hours of  
36 callback. These provisions do not apply to: (1) exempt  
37 employees; (2) Fruit and Vegetable Inspectors in the  
38 Department of Agriculture; (3) permanent-intermittent  
39 employees, unless by virtue of the callback the employee  
40 works in excess of eight (8) hours in a day or forty (40)  
41 hours in a work week.

42 **Section I. On-Call.**

43 On-call is defined as the state of availability to  
44 return to duty, work ready, within a specified period of  
45 time. Employees required to be on-call shall be so  
46 notified in writing by the Employer and shall remain

available through a pre-arranged means of communication. 1  
Such employees shall be compensated at the rate of one (1) 2  
hour of pay for each five (5) hours of on-call duty. 3  
These pay provisions shall not apply to exempt employees, 4  
except in accordance with current practice. If an 5  
employee who is on-call is called back to duty, the period 6  
of callback shall not be counted as on-call time. On-call 7  
time shall not be counted as hours worked. 8

**Section J. No Guarantee or Limitation.** 9

This Article shall not be construed as a guarantee or 10  
limitation of the number of hours per work day or work 11  
period. This Article is intended to be construed only as 12  
a basis for overtime and shall not be construed as a 13  
guarantee of work per day or per week. Overtime shall not 14  
be paid more than once for the same hours worked. 15

**Section K. Modified Work Schedules.** 16

Nothing in this Agreement shall be construed to limit 17  
the Employer's discretion to establish, modify or abolish 18  
modified work schedules as are consistent with the program 19  
needs of the Employer and do not violate Section A above. 20  
Plans proposed by the Employer for the consideration of 21  
employees shall be provided to MSEA prior to being 22  
provided to, and discussed with, employees. If the 23  
initial implementation of any proposed plan would result 24  
in a layoff of a permanent employee, such provision of the 25  
plan shall be negotiable. Eligible employees on modified 26  
work schedules shall only be entitled to overtime 27  
compensation for those authorized overtime hours in excess 28  
of forty (40) hours worked in a work week. Whenever the 29  
Employer intends to modify or abolish all or part of a 30  
modified work schedule and such intent would have an 31  
adverse impact on an employee(s), the Employer agrees to 32  
give fourteen (14) calendar days notice for the employee 33  
to adjust personal schedules in order to comply with such 34  
modification or abolishment. Any intended changes in 35  
modified work schedules will first be provided to MSEA and 36  
will be discussed with MSEA on request; however, such 37  
changes shall not be negotiable. 38

Where MSEA believes a substantial number of employees 39  
at a work site wish to consider a modified work schedule, 40  
such matter will be discussed in a Labor-Management 41  
Committee Meeting. 42

**Section L. Reduction in Hours.** 43

Nothing in this Article shall preclude an individual 44  
employee from requesting a reduction of his/her hours and 45  
nothing shall preclude the Employer from granting such 46

1 request consistent with operational needs.

2 **Section M. Utilization of Leave Credits and**  
3 **Timekeeping.**

4 Utilization of leave credits and timekeeping records  
5 shall be maintained in tenths of a hour.

6 **ARTICLE 15**

7 **OVERTIME**

8 **Section A. Definitions.**

- 9 1. **Exempt Employee.** An exempt employee is one who is not  
10 eligible for overtime. Exempt employees are in  
11 classifications in Appendices A and B shown as Code 3.
- 12 2. **Eligible Employee.** An eligible employee is one who is  
13 eligible for overtime compensation in accordance with  
14 Section B of this Article. Eligible employees are in  
15 classifications in Appendices A and B shown as Code 1  
16 or Code 2.
- 17 3. **Overtime.** Overtime is authorized work time that an  
18 eligible employee works in excess of the applicable  
19 standard described in Section B. of this Article.
- 20 4. **Work Time.** Work time is defined as all hours actually  
21 spent in pay status including travel time required by  
22 and at the direction of the Employer before, during or  
23 after the regularly assigned work day.
- 24 5. **Work Week.** The work week shall consist of seven (7)  
25 consecutive twenty-four (24) hour periods commencing at  
26 12:01 a.m., Sunday.
- 27 6. **Regular Rate.** The regular rate of pay is defined as  
28 the employee's prescribed rate per hour, including any  
29 applicable shift pay, prison ("P" rate) pay, hazard  
30 pay, on-call pay and longevity pay.
- 31 7. **Overtime Rate.** The overtime rate shall be one and  
32 one-half (1½) times the regular rate.
- 33 8. **Compensatory Time.** Compensatory time is authorized  
34 paid time off from work in lieu of overtime pay.  
35 Compensatory time is not charged against an employee's  
36 annual, sick or other leave bank.

Section B. Eligibility for Overtime Credit.

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

1. An employee in a classification indicated as Code 1 in Appendices A and B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of eight (8) hours of work time in a day or forty (40) hours of work time in a work week or all consecutive hours in excess of eight (8). This Paragraph shall not prohibit the application of Paragraph 6. of this Section.
2. An employee in a classification indicated as Code 2 in Appendices A and B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of forty (40) hours of work time in a work week.
3. An employee in a classification indicated as Code 1 or Code 2 in Appendices A and B who is on any modified work schedule shall be compensated at the overtime rate for all authorized work time in excess of their regular working day or forty (40) hours of work time in a work week.
4. The issue of compensating an eligible employee in a classification indicated as Code 1 or Code 2 in Appendices A and B employed at an Agency/Facility in the Department of Community Health or Military Affairs at the overtime rate for all authorized work time in excess of eight (8) hours of work time in a day or eighty (80) hours of work time in a biweekly work period, shall be a proper subject for secondary negotiations only upon mutual agreement.
5. Employees designated as law enforcement in Appendix A shall be compensated at the overtime rate for all authorized hours of work time in excess of eighty (80) in a biweekly work period.
6. When a Code 1 employee requests a work schedule adjustment within a work week in lieu of accumulation of overtime and the Employer agrees, such adjustment shall be made as long as the employee has not worked in excess of forty (40) hours in the work week. For employees covered by Paragraph 4. or 5. of this Section such work schedule adjustments may be made within the biweekly work period.

1 7. An eligible employee may, by mutual agreement of the  
2 employee and the Employer, receive compensatory time  
3 off at time and one-half (1 ½) for overtime hours  
4 worked within the pay period in lieu of cash payment  
5 for such hours worked.

6 8. An exempt employee in a classification indicated as  
7 Code 3 in Appendices A and B is not eligible for  
8 overtime compensation, however, such employee shall,  
9 with supervisory approval, be entitled to absences from  
10 work without charge to leave credits, in accordance  
11 with current departmental practice. The Departmental  
12 Employer shall certify the employee has completed the  
13 reasonable equivalent of a full eighty (80) hour pay  
14 period.

15 **Section C. Overtime Compensation.**

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

20 **Section D. Pyramiding.**

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

26 **Section E. Scheduling of Compensatory Time.**

27 Current systems of accumulating and scheduling  
28 compensatory time shall continue if consistent with this  
29 Article. The issues of accumulation and scheduling of  
30 compensatory time for any classification covered by this  
31 Agreement will be subject to secondary negotiations.

32 When compensatory time credits have been earned by an  
33 employee for overtime work or work performed on a holiday,  
34 such time shall be used at the convenience of the employee  
35 subject to supervisory approval based on criteria  
36 applicable to annual leave. However, if the Employer does  
37 not permit the employee to use accrued compensatory time  
38 credits before the end of the fiscal year in which the  
39 credits have been earned, the employee may be paid in cash  
40 at the regular rate for the compensatory time credits  
41 unused at the end of the fiscal year, except as may be  
42 determined in secondary negotiations.

43 Such compensatory time shall be taken before annual  
44 leave except when annual leave is used to substitute for



unpaid FMLA Leave, where an employee at the allowable 1  
annual leave cap would thereby lose annual leave or where 2  
such annual leave will be used for Union business and the 3  
Union will buy back the time in accordance with Article 7, 4  
Section A. 5

Such unused compensatory time credits of an employee 6  
who resigns, retires, is dismissed, or transfers to a 7  
different Appointing Authority shall be paid at the 8  
employee's current regular hourly rate. Such unused 9  
compensatory time credits of an employee who is laid off 10  
shall be paid in the manner of annual leave prior to such 11  
layoff. 12

**Section F. Overtime Procedure.** 13

Current systems of scheduling both voluntary and 14  
mandatory overtime shall continue if consistent with this 15  
Article. The issues of scheduling voluntary and mandatory 16  
overtime for any classification covered by this Agreement 17  
will be subject to secondary negotiations at the request 18  
of either party. 19

The Employer has the right to require an employee to 20  
work overtime, and to schedule overtime work as required 21  
in the manner most advantageous to the Employer and 22  
consistent with the requirements of State employment and 23  
the public interest. 24

Giving consideration to work assignments and 25  
organizational units in the Department, the Employer 26  
agrees to distribute overtime work as equally as 27  
practicable to employees who normally perform the assigned 28  
duties. Work locations or equalization units, use of 29  
volunteers, maintenance of overtime rosters, scheduling 30  
days off, and recognition of seniority in making overtime 31  
assignments are issues which may be addressed in secondary 32  
negotiations if not covered by this Agreement. 33

**ARTICLE 16** 34  
**LEAVES OF ABSENCE** 35

**Section A. Eligibility.** 36

1. Employees shall have the right to request a leave of 37  
absence without pay in accordance with the provisions of 38  
this Article after the successful completion of their 39  
initial probationary period. 40

1 2. Employees may also be eligible for a leave of absence  
2 in accordance with provisions of the Family and Medical  
3 Leave Act (see Letter of Understanding, page 205).  
4 Provisions of the Act, that may run concurrent to the  
5 provisions of this Article, shall not diminish the  
6 provisions of the Article.

7 **Section B. Request Procedure.**

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

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

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

20 **Section C. Approval.**

21 Except as otherwise provided in this Agreement,  
22 employees may be granted the privilege of a leave of  
23 absence without pay at the discretion of the Appointing  
24 Authority. The Employer shall consider its operational  
25 needs, the employee's length of service, performance  
26 record and leave of absence history in reviewing requests  
27 for a leave of absence. Appointing Authority  
28 determinations under this Section shall not be arbitrary,  
29 discriminatory or capricious.

30 An employee may elect to carry a balance of annual  
31 leave during a leave of absence. Such leave balances  
32 shall be made available to the employee upon return from  
33 a leave of absence but may be utilized only with prior  
34 approval of the Appointing Authority.

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

38 1. **Educational Leaves of Absence.** The Employer may  
39 approve an individual employee's written request for a  
40 full-time educational leave of absence without pay for an  
41 initial period of time up to two (2) years to work toward  
42 an Associates Degree or a Baccalaureate Degree and/or any  
43 advanced degree. To qualify for such an educational  
44 leave, the employee must be admitted as a full-time

student as determined by the established requirements of the education institution relating to full-time status. Before the leave of absence can become effective, proof of enrollment must be submitted by the employee to his/her Appointing Authority. At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Employer. The Employer shall approve or deny the request for leave of absence without undue delay. Any denial shall include a written explanation of the denial, if requested by the employee.

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

**2. Medical Leaves of Absence.** Upon depletion of accrued sick leave, an employee, upon request, shall be granted a leave of absence including necessary extensions for a period of up to six (6) months upon providing required medical information, for personal illness, injury or temporary disability necessitating his/her absence from work, if that employee is in satisfactory employment status. This grant shall only apply when the employee has had less than six (6) months medical leave of absence within the preceding five (5) years. Time off on medical leave of absence due to an employee's pregnancy shall not be counted against the grant. An employee whose initial leave including any extensions totals less than the six (6) month period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months for all such leaves. In all other cases an employee may be granted such leave for the above reasons. Such leave may be granted for a period of up to six (6) months upon providing required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

In addition to the operational needs of the Employer and the employee's work record, the Employer in considering requests for extension will consider verifiable medical information that the employee can return at the end of the extension period with the ability to perform the essential job duties.

Request for medical leave of absence after return

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

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

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

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

24 This option may only be exercised once. Employees  
25 recalled under this provision shall not have such time  
26 treated as a break in service.

27 **3. Military Leave.** Whenever an employee enters into the  
28 active military service of the United States, the employee  
29 shall be granted a military leave as provided under Civil  
30 Service Commission Rule and the applicable federal  
31 statutes.

32 **4. Leave for MSEA Office.** The Employer shall grant  
33 requests for leaves of absence to employees in these  
34 representational Units upon written request of MSEA and  
35 upon written request of the employee, subject to the  
36 following limitations:

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

40 b. If the requested leave of absence is for the  
41 purpose of permitting the employee to serve in an  
42 elective or appointive office with MSEA, the  
43 request shall state what the office is, the term of

such office and its expiration date. This leave may cover the period from the initial date of election or appointment through the expiration of the first full term of office.

- c. If the requested leave of absence is for the purpose of permitting the employee to serve as a Staff Representative for MSEA, such leave shall be for a minimum of six (6) months renewable upon request of the employee, but shall not exceed three (3) years.

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

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

**6. Maternity/Paternity Leave.** Upon written request an employee shall, after the birth of his/her child, or adoption of an infant under twelve (12) months of age, 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 an infant under twelve (12) months of age. Paternity leave shall commence no later than six (6) weeks following delivery or upon adoption of an infant under twelve (12) months of age. The Employer may grant an extension of such leave upon the request of the employee, based on operational needs of the Employer.

1 **Section D. Return from Leave of Absence.**

2 1. An employee returning from an approved leave of absence  
3 of six (6) months or less (other than waived rights) will  
4 be restored to a position in the employee's same  
5 classification and previous work site.

6 2. An employee returning from an approved leave of absence  
7 of more than six (6) months (other than a waived rights)  
8 will be restored to a position in the employee's same  
9 classification and previous work location.

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

14 3. An employee who requests an earlier return to work  
15 prior to the expiration of the approved leave (other than  
16 waived rights) may do so only with the approval of the  
17 Appointing Authority.

18 For an employee who is approved to return early, the  
19 provisions of Sub-section 2. above will apply.

20 **Section E. School Participation Leave.**

21 1. **Intent.** The parties recognize the positive role  
22 parental and other adult involvement in school activities  
23 plays in promoting educational success. The parties  
24 intent of this section is to foster employee involvement  
25 in educational programs.

26 2. **Leave Credits.** Effective October 1, 1996, permanent  
27 non-probationary employees shall annually receive eight  
28 (8) hours of paid school participation leave to be used in  
29 accordance with normal requirements for annual leave  
30 usage, provided, however, that such leave may be utilized  
31 in increments of one (1) hour if requested. School  
32 participation leave shall be credited to employees on each  
33 October 1, and shall not carry forward beyond the fiscal  
34 year.

35 3. **Leave Usage.** Employees may use the leave to participate  
36 in any educational activity including but not limited to,  
37 tutoring, field trips, classroom programs, school  
38 committees, including preschool programs, and in  
39 accordance with any applicable collective bargaining  
40 agreements governing the educational program.

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

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

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**ARTICLE 17**  
**PERSONNEL FILES**

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**Section A. General.**

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

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**Section B. Access.**

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Access to individual personnel files shall be restricted to authorized management personnel, the employee and/or a designated MSEA Representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file at reasonable intervals, generally not to exceed two (2) times in a contract year, and may be accompanied by a designated MSEA Representative if the employee so desires. An employee who requests in writing one or more additional reviews shall state the purpose thereof. File review shall normally take place at the location of the personnel file and during the Employer's normal work hours. If a review during normal work hours would require an employee to take time off from work, the Employer will provide some other reasonable time or place for the review. As an alternative to rearranging the time or place for employee review, employees may designate, in writing, an MSEA Representative to conduct such review. Upon employee request, the Employer shall make and furnish a copy of documents, or parts of documents, to the employee or the designated MSEA Representative. The Employer may charge a reasonable fee representing actual lowest cost for providing a copy of information in the personnel file.

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**Section C. Employee Disagreements.**

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An employee may request the Employer to correct or remove information from the employee's personnel file with which the employee disagrees. Such request shall be in writing, shall specify with particularity that record, or

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1 part of a record, with which he/she disagrees, and how the  
2 employee proposes to correct the record. The Employer  
3 shall either correct or remove such disputed information  
4 or deny the employee request in writing. In the absence  
5 of an agreement between the Employer and the employee, the  
6 employee may file a grievance or submit a written  
7 statement to the Employer explaining the disagreement,  
8 which statement in combination with any other such written  
9 explanatory statement shall not exceed five (5) sheets of  
10 8 1/2-inch by 11-inch paper. Such employee statement(s)  
11 shall remain in the personnel file as long as the original  
12 information, with which the statement reports  
13 disagreement, is a part of the file.

14 **Section D. Employee Notification.**

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

22 **Section E. Non-Employment Related Information.**

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

26 **Section F. Confidentiality of Records.**

27 This Article shall not be construed to expand or  
28 diminish a right of access to records as provided in Act  
29 442 of the Public Act of 1976, or as otherwise provided by  
30 law.

31 The Employer will not release an employee's final  
32 disciplinary action record to other than the authorized  
33 representative(s) of the Employer or the designated MSEA  
34 Representative with the employee's written permission,  
35 unless the Employer furnishes the employee with written  
36 notice of such release on or before the day the  
37 information is released. Such notice may, at the  
38 Employer's discretion, be provided to the employee by  
39 first-class mail at the employee's home-of-record, or at  
40 the work location.

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

43  
44 1. The employee has waived the right to written notice  
45 as part of a written, signed employment application



- with another Employer; or 1
2. The disclosure is ordered in a legal action or 2  
arbitration to a party in that legal action or 3  
arbitration; 4
3. The information is requested by and provided to a 5  
government agency as a result of a claim or complaint 6  
by an employee with such government agency. 7

**Section G. Expunging Records.** 8

Upon employee request, records of disciplinary 9  
actions/interim service ratings shall be removed from an 10  
employee's file twenty-four (24) months following the date 11  
on which the action was taken or the rating issued, 12  
provided that no new disciplinary action/interim service 13  
rating has occurred during such twenty-four (24) month 14  
period. Written reprimands/counseling memoranda shall 15  
similarly be removed twelve (12) months following the date 16  
of issuance provided no new written reprimand/counseling 17  
memoranda has been issued during such twelve (12) month 18  
period. These provisions shall not prohibit the Employer 19  
from maintaining records of disciplinary action arising 20  
out of violations of prohibited practices as defined in 21  
the Employee Relations Policy and Regulations. The 22  
provisions of this Section shall apply retroactively. Any 23  
record eligible to be expunged under this Section shall 24  
not be used in any subsequent hearing concerning the 25  
employee. No disciplinary action maintained on an 26  
Employee History Record (043), eligible for expungement, 27  
shall be admissible in any Step of the grievance 28  
procedure. 29

**Section H. Confidentiality of Medical Records.** 30

To insure strict confidentiality, medical reports and 31  
records made or obtained by the Employer relating to an 32  
employee shall not be contained in nor released in 33  
conjunction with the employee's personnel file. Only 34  
authorized representatives of the Employer, the employee, 35  
and MSEA Representatives authorized by the employee in 36  
writing, shall possess or have access to such employee 37  
medical reports or records, including records prepared by 38  
a private physician, rehabilitation facility, or other 39  
resource for professional medical assistance. 40

This provision shall not prohibit the Employer from 41  
placing information in the employee's medical file which 42  
reflects Employer-initiated correspondence with a medical 43  
practitioner, or the employee, regarding diagnoses, 44  
prognoses, and fitness for employment, or absences from 45

1 work associated therewith, nor from placing copies of  
2 records and reports containing conclusions by the Employer  
3 concerning the employee's fitness for duty based upon  
4 proper medical records and reports. This file may be  
5 reviewed by the employee and/or the employee's  
6 representative in the same fashion as the personnel file.

7 The Employer shall not be prohibited from furnishing or  
8 otherwise releasing medical records or reports made or  
9 obtained by the Employer where such release is  
10 specifically required to process a grievance which  
11 involves the use or interpretation of such reports or  
12 records by the Employer, to a legal action or arbitration,  
13 or to a complaint or claim filed with a government agency  
14 by an employee.

## 15 **ARTICLE 18**

### 16 **MSEA REPRESENTATION**

#### 17 **Section A. MSEA Representatives and Jurisdictions.**

18 Employees covered by this Agreement are entitled to be  
19 represented in the grievance procedure by a Steward or  
20 Chief Steward and/or an MSEA Staff Representative in  
21 accordance with the following:

22 **A-1. Work Site Definition.** A work site is a building  
23 occupied in part or entirely by a Department; or a group  
24 of buildings which constitute a Facility.

25 **A-2.** At work sites of a Department having at least  
26 fifteen (15) employees cumulative covered by this  
27 Agreement, MSEA may designate Steward(s) to represent such  
28 employees at such work sites. A Steward shall lose no  
29 normal pay or leave credits while representing employees  
30 at the same work site.

31 **A-3.** Representation at work sites of a Department having  
32 fewer than fifteen (15) employees cumulative covered by  
33 this Agreement shall be determined through secondary  
34 negotiations. Stewards or Chief Stewards operating within  
35 jurisdictional areas as agreed to in secondary  
36 negotiations shall lose no normal pay or leave credits  
37 while representing employees within the jurisdictional  
38 area or for related travel between work sites within the  
39 jurisdictional area.

40 **A-4.** Where no Steward is authorized or designated, or  
41 one designated is temporarily not available, MSEA may

designate any employee covered by this Agreement to act as a temporary representative, provided that if such employee is employed at another work site or in another Department he or she shall be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave. Such employee may represent employees across departmental lines.

A-5. Employees whose unplanned absence would remove service from an area shall not be designated by MSEA as a temporary representative under this Section.

A-6. Stewards shall be employed in or on leave from a classification in one of the Bargaining Units covered by this Agreement.

**Section B. Chief Stewards.**

MSEA may designate one (1) Chief Steward per forty (40) employees or fraction thereof in a department. Chief Stewards, designated by MSEA, shall have preference in employment retention in the event of layoff and bumping. A Chief Steward may also be designated as a Steward at a work site. At a work site where no Steward has been authorized by secondary negotiations or the designated Steward is not available, the Chief Steward may act as a temporary Steward without loss of pay within jurisdictional areas as determined in secondary negotiations.

MSEA shall furnish to the Employer in writing the names of the designated Chief Stewards with their jurisdictions and work sites, and the names of Stewards with their work sites or their jurisdictions that have been mutually agreed upon in secondary negotiations. MSEA shall do so within thirty (30) work days after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by MSEA in writing as soon as such changes are made.

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

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

**Section C. Release of MSEA Representatives.**

No Steward or Chief Steward shall leave his/her work to

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

12 **Section D. Union Leave.**

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

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

37 **ARTICLE 19**

38 **LABOR-MANAGEMENT MEETINGS**

39 **Section A. Purpose.**

40 Labor-Management Meetings shall be for the purpose of  
41 maintaining communications in order to cooperatively  
42 discuss and resolve problems of mutual concern to the  
43 parties.

44 Items to be included on the agenda for such meetings

are to be submitted at least seven (7) calendar days in  
advance of the scheduled meeting dates. Appropriate  
subjects for the agenda are:

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

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

**Section B. Representation.**

MSEA shall designate its Representatives to such  
meetings in accordance with this Section. The number of  
MSEA Representatives to participate in such meetings at  
the departmental level shall be determined through  
secondary negotiations.

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

**Section C. Scheduling.**

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

1 scheduled meetings, such meetings need not be held.

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

4 **Section D. Pay Status of MSEA Representatives.**

5 Up to the limit established in secondary negotiations  
6 MSEA Representatives to Labor-Management Meetings shall be  
7 permitted time off from scheduled work without loss of pay  
8 for necessary travel and attendance at such meetings. The  
9 issue of administrative leave to cover absences  
10 necessitated by travel for attendance at Labor-Management  
11 Meetings shall be a proper subject for secondary  
12 negotiations. Overtime and travel expenses are not  
13 authorized.

14 **Section E. State Employer.**

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

19 **ARTICLE 20**

20 **WORK RULES**

21 In accordance with Article 5 of this Agreement,  
22 Management Rights, and in accordance with the Employee  
23 Relations Policy of the Michigan Civil Service Commission,  
24 the Employer has the unlimited right to make reasonable  
25 work rules which regulate conduct, safety and health of  
26 employees. Additions to or changes in work rules  
27 promulgated by the Employer which are generally applicable  
28 to employees in these Units shall be provided to MSEA at  
29 least fourteen (14) calendar days prior to their effective  
30 date in non-emergency situations. Should MSEA wish to  
31 discuss such work rules prior to their effective date they  
32 shall so request as soon as possible but no later than  
33 seven (7) calendar days prior to their effective date.  
34 Work rules promulgated on a local basis shall be discussed  
35 locally. Work rules promulgated on a departmental level  
36 shall be discussed at the departmental level. It is the  
37 intention of the parties that such discussions shall be  
38 held in an informal context and shall not require the  
39 convening of a Labor-Management Committee Meeting. If  
40 after timely notice by the Union such meeting can not be  
41 held prior to the implementation date because of  
42 Management's unavailability, the implementation shall be  
43 delayed until such meeting can be held. Rule changes  
44 established in emergencies shall be promulgated as soon as

possible. MSEA shall have the right to timely grieve the  
reasonableness of a work rule. 1  
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Work rules shall be discussed at the initiative of  
either party in Labor-Management Committee Meetings. 3  
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**ARTICLE 21** 5

**GROOMING AND ATTIRE** 6

The Employer and MSEA agree that employees have an  
obligation to maintain reasonable grooming and attire  
standards which bear a reasonable relationship to their  
work. 7  
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The Employer will not be arbitrary or capricious when  
requiring any employee to conform to any standards. 11  
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**ARTICLE 22** 13

**HEALTH AND SAFETY** 14

**Section A. General.** 15

The Employer and MSEA will cooperate in the objective  
of eliminating safety and health hazards. The Employer  
will attempt to provide a safe and healthful place of  
employment free from recognizable hazards. 16  
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It is recognized that emergency circumstances may  
arise, and the Departmental Employer is authorized to make  
satisfactory arrangements for immediate protection of the  
affected employees, patients, clients, residents, and the  
general public in an expeditious manner. 20  
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**Section B. First Aid Equipment.** 25

First aid equipment shall be provided at appropriate  
locations in the work place. The first aid equipment will  
contain appropriate supplies to handle situations that  
might reasonably be expected to arise at that work place.  
The first aid equipment shall be adequately maintained and  
checked at intervals sufficient to insure that supplies  
are replaced and up-to-date. 26  
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**Section C. Buildings.** 33

The Employer will maintain all State-owned buildings,  
facilities, and equipment in accordance with the specific  
written order(s) of the Michigan Departments of Consumer  
and Industry Services and/or Community Health, Community  
Public Health Agency. Where facilities are leased by the  
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1 Employer, the Employer shall assure that such facilities  
2 comply with the order(s) of the Michigan Departments of  
3 Consumer and Industry Services and/or Community Health,  
4 Community Public Health Agency.

5 **Section D. Medical Examinations.**

6 Whenever the Employer requires an employee to submit to  
7 a medical examination, medical test, including x-rays, or  
8 inoculations, by a licensed medical practitioner selected  
9 by the Employer, the Employer will pay the entire cost of  
10 such services not covered by the current health insurance  
11 programs. Employees required to take a gynecological  
12 examination and who object to the examination by a  
13 State-employed doctor may be examined by a mutually  
14 approved personal physician at no loss of pay or benefits  
15 to the employee. In the absence of mutual agreement, the  
16 parties will select a physician from recommendations by a  
17 county or local medical society, by alternate striking if  
18 necessary. All pre-employment physical plans affecting  
19 current MSEA members shall be submitted to MSEA.

20 **Section E. Foot Protection.**

21 The Employer reserves the right to require the wearing  
22 of foot protection by employees. In such cases, the  
23 Employer will provide a safety device or, if the Employer  
24 requires the employee to purchase approved safety shoes,  
25 the allowance paid by the Employer for the purchase of  
26 required safety shoes shall be the actual cost of such  
27 shoes up to a maximum reimbursement as allowed in Article  
28 43, Section X. Employees shall have the right to purchase  
29 such safety shoes utilizing the allowance provided  
30 therein.

31 **Section F. Protective Clothing.**

32 The Employer will furnish protective clothing and  
33 equipment and provide required training in accordance with  
34 applicable standards established by the Michigan  
35 Departments of Consumer and Industry Services and/or  
36 Community Health, Community Public Health Agency. The  
37 issue of the Employer providing other apparel, purpose of  
38 which is to protect the health and safety of employees  
39 against hazards they might reasonably be expected to  
40 encounter in the course of performing job duties, may be  
41 taken up in departmental secondary negotiations.

42 The types of apparel items to be discussed pursuant to  
43 this Sub-section shall include, but not be limited to:  
44 biological, radioactive, or chemical protective clothing;  
45 seasonal protective clothing; hard hats and fire resistant  
46 clothing for operators of fire suppression vehicles;  
47 helmets, boots, gloves and abrasion resistant clothing for



motorcycle operators; steel-toed boots for operators of 1  
mechanized mowers; and welding protective apparel. 2

**Section G. Safety Glasses.** 3

The Employer reserves the right to require the wearing 4  
of suitable eye protection by employees. In such cases, 5  
the Employer will provide such eye protection devices or, 6  
if the Employer requires the employee to purchase approved 7  
safety glasses, the Employer will furnish such glasses. 8  
If an employee needs corrective safety glasses, the 9  
Employer shall also continue to furnish such glasses in 10  
the proper size after the employee has presented the 11  
required prescription. Coverage for examinations shall be 12  
in accordance with Article 43, Section F., Vision Care 13  
Insurance. 14

**Section H. Safety Inspection.** 15

When the Michigan Department of Consumer and Industry 16  
Services or Community Health, Community Public Health 17  
Agency inspects a State facility in which Bargaining Unit 18  
members are employed, a designated local MSEA 19  
Representative will be notified by the Employer and, 20  
consistent with the operational needs of the Employer, be 21  
released from work without loss of pay to accompany the 22  
Inspector in those parts of the facility where such Unit 23  
members are employed. MSEA may designate an employee to 24  
accompany an Inspector under the provisions of this 25  
Section in the absence of a designated MSEA Representative 26  
on the premises. Otherwise there shall be no obligation 27  
of the Employer except notification to MSEA. An employee 28  
who acts as a designated MSEA Representative for the 29  
purposes of this Section shall not be paid for time spent 30  
outside the employee's regularly scheduled working hours. 31  
Such safety inspections may be requested to MIOSHA by MSEA 32  
when there is reason to believe that a health or safety 33  
hazard exists in a particular work site. 34

**Section I. Contagious Diseases.** 35

In accordance with departmental policies, in Community 36  
Health facilities, Veteran's homes, Correctional 37  
facilities, Education institutions, and FIA institutions, 38  
the Employer will, when a source of possible contagion 39  
becomes known, isolate such source if possible and notify 40  
the employees and the Union of the source, the possible 41  
contagion, the isolation steps taken, and those further 42  
precautions which will be required to avoid contagion. 43

The Employer shall provide necessary supplies, training 44  
and equipment for such precautions. The parties recognize 45  
that an individual's rights regarding confidentiality may 46

1 not be violated. However, employees' right to know shall  
2 be in accordance with applicable statutes.

3 The parties agree that the Employer and employees shall  
4 abide by the recommendations of the Centers for Disease  
5 Control (CDC), and MIOSHA referencing contagious diseases,  
6 and that they shall consider recommendations by the U.S.  
7 Department of Health and Human Services and the U.S.  
8 Department of Labor.

9 The Employer will establish and/or continue a  
10 contaminated waste disposal system in accordance with CDC  
11 and the Michigan Department of Community Health, Community  
12 Public Health Agency Guidelines.

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

18 **Section J. Health and Safety Committee.**

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

27 The Committee shall meet at least quarterly at  
28 mutually agreeable times and places. Agendas will be  
29 established in advance. Minutes will be prepared for  
30 each meeting and a copy given to the international  
31 union members. The charge of this Committee shall be  
32 to examine statewide policy issues regarding health and  
33 safety as it affects Bargaining Unit employees. The  
34 Committee shall also make recommendations pursuant to  
35 its findings.

36 2. The Employer agrees that when Health and Safety  
37 Committees have been established by secondary  
38 negotiations, one member may be appointed by MSEA. The  
39 MSEA Representative on such Committee will serve both  
40 Bargaining Units and will be on leave without loss of  
41 pay while at meetings of the Committee. Such Committee  
42 may meet bimonthly at the request of either party for  
43 the purpose of identifying and correcting unsafe or  
44 unhealthy working conditions which may exist. Items to

be included on the agenda for such meetings must be submitted at least seven (7) calendar days in advance of scheduled meeting dates. Where no items are timely submitted, no such meetings shall be held.

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

Advice of the Health and Safety Committee, together with supporting suggestions, recommendations, and reasons shall be submitted to the Appointing Authority or his/her designee for consideration, and for such action as may be deemed necessary.

**Section K. Compliance Limitations.**

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

**Section L. Safety Evacuation Plans.**

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

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

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

**Section N. Employee Services Referral Program.**

The parties recognize that alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness often contribute to less than satisfactory attendance and job performance.

The Employer agrees, to the financial extent possible,

1 and without detracting from the existing Management Rights  
2 and employee job performance obligations, to provide and  
3 maintain an Employee Services Referral Program, to the  
4 extent of advising employees relative to counseling and  
5 other reasonable or appropriate work performance  
6 improvement services available to employees where  
7 necessary.

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

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

15 MSEA agrees to make a good faith effort to have  
16 Stewards attend training sessions sponsored by the  
17 Department of Civil Service on the Employee Services  
18 Referral Program. The Employer agrees that Stewards  
19 scheduled for such training shall be permitted time off  
20 from regularly scheduled work activities without loss of  
21 pay.

## 22 **ARTICLE 23**

### 23 **PROBATIONARY EMPLOYEES**

#### 24 **Section A. Definition.**

25 **A-1.** An initial probationary employee shall be an employee  
26 who has not been certified as having satisfactorily  
27 completed the initial probationary employment period as  
28 required by the Rules of the Civil Service Commission.

29 **A-2.** A continuing probationary employee shall be an  
30 employee who has completed the initial probationary period  
31 and has subsequently been appointed to a new class, or  
32 level, and is required to satisfactorily complete a new  
33 probationary period.

34 **A-3.** A probationary employee who is being given a  
35 less-than-satisfactory three (3) or six (6) month service  
36 rating shall be entitled, upon request, to the presence of  
37 a Union Representative at the disciplinary conference.

#### 38 **Section B. Effect of Separation.**

39 An individual having separated from State service and  
40 no longer having reinstatement rights shall be required to

serve an initial probationary period. 1

**Section C. Application of Provisions.** 2

Continuing probationary and initial probationary 3  
employees shall be covered by the provisions of this 4  
Agreement except as specifically indicated otherwise in an 5  
Article(s) of this Agreement. 6

**ARTICLE 24** 7

**SUPPLEMENTAL EMPLOYMENT** 8

Supplemental employment is permitted under the 9  
following conditions: 10

1. That the additional employment must in no way conflict 11  
under this Article or under present Civil Service Rule 12  
2-21 with the employee's hours of State employment, or 13  
in quantity or interest conflict in any way with 14  
satisfactory and impartial performance of State duties. 15
  
2. That the employee will provide the written notice to 16  
the Appointing Authority before engaging in any 17  
supplemental employment for the primary purpose of 18  
addressing any potential conflict of interest. The 19  
Employer will respond to such notice as soon as 20  
possible, but no later than five (5) work days. 21
  
3. That the employee keep the Appointing Authority 22  
informed of contemplated changes in supplemental 23  
employment. 24
  
4. Should the Employer determine that an employee's 25  
supplemental employment interferes with his/her regular 26  
work, exceeds departmental guidelines, or is in 27  
violation of this Agreement, he/she will be given 28  
reasonable time to promptly terminate his/her 29  
supplemental employment before being disciplined, 30  
requested to resign State service or involuntarily 31  
terminated. Conflict of interest in supplemental 32  
employment which violates Civil Service Rule 2-21 will 33  
be immediately terminated. 34

This Article shall not be construed to limit or abridge 35  
the Employer's right to take appropriate disciplinary 36  
action in response to violation of Civil Service Rule 2-21 37  
and/or failure to provide prior notification of 38  
supplemental employment to the Employer. 39

1 **ARTICLE 25**

2 **NON-DISCRIMINATION**

3 The Employer agrees to continue its policy against all  
4 forms of illegal discrimination including discrimination  
5 with regard to race, creed, color, national origin, sex,  
6 age, physical handicap, height, weight, marital status,  
7 religion or political belief.

8 MSEA agrees to continue its policy to admit all persons  
9 otherwise eligible to membership and to represent all  
10 members without regard to race, creed, color, national  
11 origin, sex, age, physical handicap, height, weight,  
12 marital status, religion or political belief.

13 There shall be no discrimination, interference,  
14 restraint, or coercion by the Employer or the Employee  
15 Representative against any member because of MSEA  
16 membership or because of any activity permissible under  
17 the Employee Relations Policy and this Agreement.

18 **ARTICLE 26**

19 **SEXUAL HARASSMENT**

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

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

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

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

34 **C.** Conduct of a sexual nature that is accompanied by a  
35 threat, either expressed or implied, that continued  
36 employment, wages, advancement, tenure, assignment of  
37 duties, work shift, or other employment conditions may  
38 be adversely affected.

**ARTICLE 27**

**SMOKING**

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

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

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

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**ARTICLE 28**

**POLYGRAPH EXAMINATIONS**

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

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**ARTICLE 29**

**TRAINING**

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The Employer will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job including changes brought about by the introduction of automation, computers

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1 or robotics or whenever job responsibilities are  
2 significantly altered. Where licensure or certification  
3 is required by Civil Service classification  
4 specifications, the Employer will provide administrative  
5 leave to attend training required to maintain such  
6 licensure. The Employer's obligation under this Article  
7 shall be discussed at secondary level negotiations.

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

14 The Employer and the Union agree to jointly explore  
15 sources for funding for job retraining programs for laid  
16 off employees.

## 17 **ARTICLE 30**

### 18 **STAFFING**

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

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

26 The parties agree that a proper subject in  
27 Labor-Management Conferences is criteria for staffing  
28 ratios and reasonable production standards. The parties  
29 agree further to seek opportunities for cooperative  
30 approaches to legislative bodies to accomplish necessary  
31 staffing.

## 32 **ARTICLE 31**

### 33 **OPERATION OF STATE MOTOR VEHICLES**

34 The Employer and MSEA agree that motor vehicle safety  
35 and proper operation of all State vehicles and equipment  
36 are of prime importance to the State and its employees.



**A. GENERAL.**

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

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

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

**B. COMMERCIAL DRIVERS LICENSE.**

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

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

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

1. The employer will reimburse the cost of the required CDL Group License and Endorsements for those employees in positions where such license and endorsements are required.

2. The employer will reimburse, on a one-time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test.

Where a skills test is required, the employee will be permitted to utilize the appropriate State vehicle.

3. Employees shall be eligible for one grant of administrative leave to take the test to obtain or renew the CDL. Should the employee fail the test initially, the employee shall complete the necessary requirements on non-work time.

1       4. Employees reassigned to a position requiring a CDL  
2 shall be eligible for reimbursement and administrative  
3 leave in accordance with paragraphs 1., 2. and 3. of this  
4 section.

5       5. Employees who transfer, promote, bump, or are  
6 recalled to a position requiring a CDL are not eligible  
7 for reimbursement for obtaining the initial CDL but shall  
8 be eligible for reimbursement for renewal.

9       6. Employees who fail to obtain, or retain, a CDL may  
10 be subject to removal from their positions. Employees who  
11 fail required tests may seek a 90 day extension of their  
12 current license, during which the Employer will retain the  
13 employee in their current, or equivalent position. The  
14 Employer shall not be responsible for any fees associated  
15 with such extensions. At the end of the 90 day extension,  
16 if the employee fails to pass all required tests, the  
17 employee may be reassigned at the Employer's discretion,  
18 in accordance with applicable contractual provisions, to  
19 an available position not requiring a CDL for which the  
20 employee is qualified, or, if no position is available the  
21 employee will be laid off without bumping rights and will  
22 be placed on the departmental recall list, subject to  
23 recall in accordance with the Agreement. Those employees  
24 not choosing to extend their license for the 90 day period  
25 will be removed from their positions at the expiration of  
26 their current license and may be reassigned at the  
27 Employer's discretion, in accordance with applicable  
28 contractual provisions, to an available position not  
29 requiring a CDL for which the employee qualifies, or, if  
30 no position is available they will be laid off without  
31 bumping rights and will be placed on the departmental  
32 recall list.

33       7. Employees required to obtain a medical certification  
34 of fitness shall have the "Examination to Determine  
35 Physical Condition of Drivers" form filed in their medical  
36 file. A copy of the "Medical Examiners Certificate" shall  
37 be filed in their personnel file. The Employer agrees to  
38 pay for the examination and to grant administrative leave  
39 for the time necessary to complete the examination.

40       When the Employer evaluates sick leave usage, the  
41 Employer will take into consideration that certain  
42 employees may have been absent on approved sick leave as  
43 a result of 1) failing to pass their physical examination,  
44 or 2) advice by a physician that prescribed medication  
45 will adversely impact on their ability to perform safety  
46 sensitive functions. Any counseling/disciplinary actions

based on the employee's overall record will normally  
exclude this (these) absence(s).

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

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

The Omnibus Transportation Employees Testing Act of  
1991 (Act) and its implementing regulations provides that  
employees subject to performing safety sensitive  
functions, as defined by the Act and/or accompanying  
regulations, are subject to pre-employment, random, post-  
accident, reasonable suspicion, return-to-duty and follow-  
up drug and/or alcohol testing. The parties agree that to  
protect the safety of employees and the public, the  
workplace should be free from the risks posed by using  
controlled substances and alcohol.

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

**1. Self-Identification.**

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

1 **2. Education and Training.**

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

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

6 The Employer will provide the Union with a copy of the  
7 RFP regarding contracts for drug and alcohol testing of  
8 Bargaining Unit employees who may be subject to the Act,  
9 prior to sending it out to potential bidders. The  
10 Employer will provide the Union with a copy of any  
11 subsequent contract award.

12 **4. Pay Status of Employees.**

13 Time spent at the collection site for an alcohol and/or  
14 controlled substance test, including necessary travel  
15 time, will be considered as work time. The Employer shall  
16 pay for the cost of drug and/or alcohol tests administered  
17 under the random, post-accident, and reasonable suspicion  
18 testing provisions of the Act or a test required when a  
19 current employee enters or re-enters the testing pool,  
20 except that the Employer shall not be responsible for the  
21 cost of any split sample testing related to such tests.

22 Employees tested under the reasonable suspicion  
23 provisions for controlled substance use may be removed  
24 from the work site and placed on available leave credits  
25 until receipt of the drug test results. In the event that  
26 the test results are negative, the leave credits will be  
27 restored and the employee shall be considered to have been  
28 in work status for the period of the absence from  
29 regularly scheduled work activities.

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

31 Employees who are contacted outside their regular work  
32 schedule and requested to report for previously  
33 unscheduled work duty shall not be subject to discipline  
34 for advising the Employer that they believe they would be  
35 in violation of the Act if they were to report for duty.  
36

37 **6. Union Representation.**

38 Employees may confer with an available Union  
39 Representative onsite (if available on-site), or a co-  
40 worker onsite (if available on-site), or through a  
41 telephone conference, whenever an employee is directed to  
42 submit to a reasonable suspicion alcohol or controlled  
43 substance test, provided such contact will not  
44 unreasonably delay the testing process.

**7. Documentation for Reasonable Suspicion Testing.** 1

The Employer will utilize the form in Appendix N for 2  
describing the observations concerning the appearance, 3  
behavior, speech or body odors of the employee that were 4  
made by the supervisor (and witness, if any), and 5  
communicated to the Departmental Drug/Alcohol Testing 6  
Coordinator (DATC) or DATC designee, which gave reason for 7  
reasonable suspicion testing of the employee. 8

**8. Alternative Duty Assignment.** 9

When the prescribing physician determines that an 10  
employee should not be assigned to operate a commercial 11  
motor vehicle or perform other safety sensitive functions 12  
because the employee is using a controlled substance 13  
pursuant to a prescription, the employee may be assigned, 14  
at the Employer's discretion, to alternative duties. If 15  
the Employer does not elect to make such a temporary 16  
assignment, the employee's absence shall be covered by 17  
available leave credits. 18

**9. Refusal to Submit to Testing.** 19

Refusal to submit to any drug or alcohol test under 20  
provisions of the Act shall be treated as a positive test 21  
result: a) for controlled substances, or b) alcohol, at 22  
the .04% level. 23

**14. Controlled Substances.** 24

No driver shall report for duty or remain on duty 25  
requiring the performance of safety sensitive functions 26  
when the driver uses any controlled substance, except when 27  
the use is pursuant to the instructions of a physician who 28  
has advised the driver that the substance does not 29  
adversely effect the driver's ability to safely operate a 30  
commercial motor vehicle. 31

For the purposes of this Article, "controlled 32  
substances" has the meaning assigned by 21 U.S.C. 802 and 33  
includes all substances listed on Schedules I through V as 34  
they may be revised from time to time (21 CFR 1308). 35

**15. Physician's Notification.** 36

If an employee covered by the Act is using a 37  
prescription drug containing a controlled substance as 38  
defined in the Act, the employee must provide a statement 39  
from the employee's physician as provided below. In 40  
addition, the Employer agrees it will not violate the 41  
employee's right to privacy by contacting the attending 42  
physician without specific written authorization. 43

An employee who reports for duty or remains on duty 44  
requiring the performance of safety sensitive functions 45  
while using any controlled substance pursuant to the 46

1 instructions of a physician who has advised the driver  
2 that the medication does not adversely effect the driver's  
3 ability to safely operate a commercial motor vehicle,  
4 shall furnish the Employer with the following physician  
5 statement prior to the performance of any safety sensitive  
6 functions.

7 **PHYSICIAN STATEMENT**

8 **DATE:** \_\_\_\_\_

9 My patient, \_\_\_\_\_, is currently  
10 taking prescription medication which contains a controlled  
11 substance as defined by Schedules I through V in 21 U.S.C.  
12 802 as revised.

13 After review of the effects of this (these)  
14 medication(s) at the dosage and intervals prescribed and  
15 being informed by the patient of his/her work  
16 responsibilities related to the performance of any safety  
17 related functions, it is my professional opinion that the  
18 prescribed medication

19 **DOES** \_\_\_\_\_ **DOES NOT** \_\_\_\_\_ (check appropriate response)

20 adversely affect my patient's ability to safely operate a  
21 commercial motor vehicle or perform other safety sensitive  
22 functions.

23 Signed by Prescribing Physician \_\_\_\_\_  
24 Physician's Name Printed or Typed \_\_\_\_\_

25

26

**ARTICLE 32**

27

**WAGE ASSIGNMENTS AND GARNISHMENTS**

28 The Employer will not impose disciplinary action  
29 against an employee for any wage assignments or  
30 garnishments. An employee who is suffering garnishments  
31 or wage assignments, or other withholding ordered by a  
32 court, or who is experiencing other financial  
33 difficulties, is obligated to make arrangements with  
34 creditors that will cause the least interference with the  
35 employee's employment and the Employer's operations. It  
36 is understood and agreed that garnishments and/or related

financial problems of an employee which have an adverse 1  
impact upon job performance, may result in disciplinary 2  
action. Garnishments will be handled in accordance with 3  
the State of Michigan Administrative Manual Procedure 4  
1220.02, issued January 1, 1994. See Appendix G. 5

## ARTICLE 33 6

### POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS 7

#### Section A. Position Descriptions. 8

The duties, tasks, activities, and responsibilities of 9  
a position shall be those assigned by the Employer. All 10  
or substantially all of such duties shall be reduced to 11  
writing and reported on a position description form by the 12  
Employer. The position description form shall be regarded 13  
as the official position description for the position. As 14  
a convenience to the Employer, composite position 15  
descriptions may be similarly established by the Employer. 16

Except as may be specifically indicated to the contrary 17  
on the employee's official position description, or as 18  
otherwise provided in this Agreement, such position 19  
description shall not be interpreted to diminish or 20  
abridge, in any way, the Employer's right to assign an 21  
employee to different work sites, and different work 22  
locations, including non-State work locations, or to 23  
perform assigned duties under the direction and 24  
supervision of authorities other than the employee's own 25  
Appointing Authority. 26

Upon individual employee request, the Employer will 27  
provide an employee one (1) copy of the employee's 28  
official position description. When the Employer has made 29  
changes in an employee's position which are not reflected 30  
in the position description, the employee may complete a 31  
new position description. 32

#### Section B. Class Specifications. 33

In the event that any new or revised class 34  
specification which is developed as a direct and necessary 35  
result of a newly established qualification requirement 36  
which may prevent employees from continuing in their 37  
present positions, the Employer will meet with MSEA to 38  
discuss and review the impact of such requirement. Such 39  
conference shall be conducted in accordance with Article 40  
19 of this Agreement, Labor-Management Meetings. 41

Upon individual employee request, the Employer will 42

1 provide an employee with a copy of the Civil Service Class  
2 Specification for the classification and level to which  
3 the employee's position is allocated at the time of such  
4 individual request.

5 **Section C. Journeyman Certification.**

6 The Employer agrees to accept, and to place in the  
7 individual employee's Agency personnel file, a  
8 certification(s) from the U.S. Department of Labor, Bureau  
9 of Apprenticeship and Training, or any other  
10 certifications that the individual employee has  
11 satisfactorily completed all the requirements of such  
12 federal agency for an apprenticeship training course or  
13 program.

14 **Section D. Resolution of Classification Disputes.**

15 Resolution of disputes regarding the appropriate  
16 classification and level of a position shall be subject  
17 exclusively to the Civil Service Technical Appeals  
18 Procedure.

19 In any dispute between the Employer and an employee  
20 regarding the employee's appropriate classification, and  
21 upon individual employee request, the Employer will  
22 provide an employee with a copy of the Civil Service Class  
23 Specification for the classification and the level to  
24 which the employee's position is allocated at the time of  
25 such individual request.

26 **Section E. Working Out of Class.**

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

32  
33 a. Be directed by the Employer to perform the duties  
34 and assume the responsibilities of a different  
35 classification and/or level; and

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

39 c. Perform duties and responsibilities not provided  
40 for in his/her regular classification and/or level.

41 2. **Payment.** An employee temporarily assigned to a  
42 classification in an equal or lower pay range than  
43 his/her permanent classification shall be paid his/her



regular rate of pay. If the employee is temporarily assigned to a classification having a higher pay range than his/her permanent classification, the employee shall be paid as if he/she had received a promotion into such higher pay range, and shall be paid at the lowest salary step in the range for the higher class which provides a salary increase which is not less than the difference between the minimum and the first step in the range for the lower class involved.

3. **Payment Due.** For temporary assignments totaling more than ten (10) consecutive full days of actual work, the Employer agrees to pay the employee the higher rate as set forth in Section 2. immediately above for the full time of such assignment(s), commencing with the first day of the employee's assignment. For the purpose of calculation, any temporary assignment of less than one full day shall not be considered an assignment to another classification. An employee shall not be assigned to temporarily work out of class for more than one ten (10) consecutive day period per calendar year, without being compensated at the appropriate higher rate for the full extent of the second or subsequent assignment(s).

4. **Limitations.**

a. **Eligibility.** The provisions of this Section shall not apply to employees working in recognized preauthorized and/or pattern-type positions, or to positions downgraded for training. Employees whose job classification recognizes lead work or assistant supervisory responsibilities, and compensation therefor, shall not be eligible for temporary assignment pay except for assignments to classes in support of which lead worker or assistant supervisory responsibilities are not regularly performed.

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

Where the Employer intends, or has reason to believe that the assignment will last more than sixty (60) work days, the appointment shall be made under Civil Service Rules governing temporary appointments. Under such circumstances, where such an appointment is made, such time worked shall be credited to the

1 individual's Civil Service employment history file.

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

16 The parties further agree that, should continuing  
17 difficulties arise in the application of these  
18 provisions, a departmental level Labor-Management  
19 Meeting will be held to address the problems.

20 For longer term (60 work days or more) appointments,  
21 it is the intent that a temporary appointment be made.

## 22 **ARTICLE 35**

### 23 **MISCELLANEOUS BENEFITS**

#### 24 **Section A. Clothing.**

25 Uniforms, identifying insignia, and/or protective  
26 apparel which is required by the Employer as a condition  
27 of employment will be furnished or reimbursed by the  
28 Employer. Reimbursement limits will, upon request, be  
29 discussed in Labor-Management Meetings in accordance with  
30 Article 19.

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

33 Employees required to wear a uniform will be furnished  
34 or reimbursed for all required uniforms as soon as  
35 possible after hire. The number and type of required  
36 wearing apparel will be discussed upon request in  
37 secondary negotiations; provided that, during the term of  
38 this contract the Employer may continue to require and  
39 alter uniforms, insignia, and/or protective apparel in a  
40 manner which does not violate this contract or any  
41 concurrent secondary contract. Uniforms will be in good  
42 condition and must be kept clean and in good condition.

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

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

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

**Section B. Tools and Equipment.**

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

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

All claims and/or disputes involving theft, loss or damage to personal items shall be resolved exclusively in accordance with the provisions of the Michigan Administrative Manual Procedure 0620.02, issued October 4, 1993, or as amended and shall not be subject to the grievance procedure. See Appendix H.

**Section D. Storage Space.**

Secured storage space shall be provided to those employees with a discernible need within budgetary and space limitations; however, the Employer and MSEA, through

1 the Labor-Management Conference process, will pursue  
2 furnishing secured storage space and suitable alternatives  
3 with the goal of providing satisfactory secured storage  
4 space within the terms of this Agreement.

5 **Section E. Parking.**

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

11 The Department of Management and Budget may, in  
12 accordance with applicable statute, charge employees a fee  
13 reflecting costs, maintenance and/or security for parking  
14 in controlled and/or improved State lots. Intended  
15 increases will be discussed with MSEA before being  
16 implemented, and shall not exceed prevailing market rates.

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

20 The State will provide employee handicapped parking at  
21 State-owned and/or operated parking facilities in  
22 accordance with Part 4 of the Building Code -- Barrier  
23 Free Design Rules. Such parking shall be provided at the  
24 standard cost assessed to other employees, if any. In  
25 addition, the Employer agrees to meet with the Union upon  
26 request to discuss alternate methods of providing  
27 additional parking for certified permanent handicapped  
28 employees when legitimate demands surpass available space.

29 **Section F. Lounge and/or Eating Areas.**

30 Where current practice so provides and where  
31 operational needs permit, the Employer will continue to  
32 provide adequate employee lounge and/or eating areas in  
33 non-public locations separated from employees' normal  
34 areas of work. The issue of providing employees with such  
35 lounge and/or eating areas where current practice does not  
36 so provide will upon request be a subject of secondary  
37 level negotiations, provided that no obligation shall  
38 exist for the Employer to negotiate such issue for work  
39 sites where space is not available. The Employer reserves  
40 the right to change lounge and/or eating areas due to  
41 operational requirements. The proposed removal or  
42 relocation of lounge and/or eating areas due to  
43 operational requirements shall be an appropriate subject  
44 for Labor-Management Meetings provided for in Article 19  
45 of this Agreement.

**Section G. Tuition Reimbursement.**

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

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

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

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

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

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

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

**Section H. Legal Services.**

Whenever any claim is made or any civil action is commenced against any employee in the State civil service alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for

1 believing that the conduct was within the scope of the  
2 authority delegated to the employee, the Appointing  
3 Authority in cooperation with the Attorney General shall,  
4 as a condition of employment, pay for or engage or furnish  
5 the services of an attorney to advise the employee as to  
6 the claim and to appear for and represent the employee in  
7 the action.

8 No legal services shall be required in connection with  
9 prosecution of a criminal suit against an employee.  
10 However, when a criminal action is commenced against an  
11 officer or employee of a State Agency based upon the  
12 conduct of the officer or the employee in the course of  
13 employment, the State Agency will pay for, engage, or  
14 furnish the services of an attorney to advise the officer  
15 or the employee as to the action, and to appear for and  
16 represent the officer or the employee in the action, if  
17 the Employer has no basis to believe that the alleged  
18 conduct occurred outside the course of employment and no  
19 basis to believe the alleged conduct was not within the  
20 scope of the authority delegated to the officer or the  
21 employee. The determination of the officer's or the  
22 employee's scope of delegated authority shall be made in  
23 the sole judgment of the Appointing Authority, which  
24 judgment shall not be subject to appeal.

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

#### 28 **Section I. Professional Fees and Subscriptions.**

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

33 Any such professional journals shall be sent to the  
34 employee at the employee's work address, shall be shared  
35 with employees at the work site and shall be considered  
36 the property of the Employer. In the event that the  
37 subscribing employee terminates his/her employment at the  
38 work site, such journals shall continue to be sent to the  
39 same work address and shall not be forwarded or sent to  
40 the employee at a different address.

41 If the Employer pays dues or fees for membership, such  
42 membership shall be considered to belong to the Employer  
43 and any benefit accruing therefrom shall be shared with  
44 employees at the work site. In the event that an employee  
45 for whom such membership was purchased terminates his/her

employment at the work site, the Employer reserves the right to cancel such membership or transfer such membership to another employee.

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

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

**Section K. Jury Duty.**

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

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

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

To receive administrative leave for jury duty an employee must:

1. Promptly 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 in accordance with departmental procedures regarding reporting of absences.
3. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested.

1 4. Submit the jury duty paycheck stub as soon as it is  
2 received together with a payment equal to the jury duty  
3 pay in accordance with departmental procedures.

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

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

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

26 If, however, the court appearance is required as a  
27 result of conduct occurring in the course of employment  
28 and the employee had a reasonable basis for believing the  
29 alleged conduct was within the scope of the authority  
30 delegated to the employee, the employee will be considered  
31 as being on duty.

32 **Section L. Meals Without Charge.**

33 In the Department of Corrections, to facilitate  
34 security measures, employees who meet the criteria listed  
35 below will be provided a meal without charge. The meal  
36 provided will be from the same menu provided the residents  
37 for the main meal of that date. To be eligible, the  
38 employee shall be:

- 39 1. Employed and assigned within the security perimeter of  
40 a correctional facility where food service facilities  
41 are available; and
- 42 2. Required to remain at the correctional facility for the  
43 full eight (8) hour shift, and not be relieved of



custody responsibilities during the period provided for 1  
consuming the meal; and 2

3. Entitled to receive full pay for the period during 3  
which the meal is to be consumed. 4

**Section M. Temporary Alternative Duty Assignment.** 5

The parties agree that the issue of temporary 6  
alternative duty assignment due to temporary disability is 7  
one aspect of an effective disability management program. 8  
It is expected that policy guidelines in this area will be 9  
discussed and developed through the Labor-Management 10  
Policy Council. The parties agree to work cooperatively 11  
to effectively implement such policy. 12

**ARTICLE 36** 13

**COMPENSATION POLICY UNDER CONDITIONS** 14

**OF GENERAL EMERGENCY** 15

**Section A. General Emergency.** 16

Conditions of general emergency include, but are not 17  
necessarily limited to, severe or unusual weather, civil 18  
disturbance, loss of utilities, physical plant failures, 19  
or similar occurrences. Such conditions may be widespread 20  
or limited to specific work locations. 21

**Section B. Administrative Determination.** 22

When conditions in an affected area or a specific 23  
location warrant, State facilities may be ordered closed 24  
or, if closure is not possible because of the necessity to 25  
continue services, a facility may be declared 26  
inaccessible. The decision to close a State facility or 27  
to declare it inaccessible shall be at the full discretion 28  
of the Governor or his/her designated representative. 29

**Section C. Compensation in Situation of Closure.** 30

When a State facility is closed by the Governor or 31  
his/her designated representative, affected employees 32  
shall be authorized administrative leave not to exceed the 33  
period of closure to cover their normally scheduled hours 34  
of work, unless such employees can be temporarily 35  
reassigned to another facility or are able to perform 36  
appropriate job responsibilities away from the facility. 37  
Individual employees of facilities ordered closed may be 38  
required to work to perform essential services during the 39  
period of closure. When such is the case, these employees 40  
shall be compensated in the manner prescribed for 41  
employees who work under conditions of declared 42

1 inaccessibility.

2 **Section D. Compensation in Situation of**  
3 **Inaccessibility.**

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

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

17 **Section E. Additional Timekeeping Procedures.**

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

24 When an employee is absent from a scheduled work  
25 period, a portion of which is covered by a declaration of  
26 closure or inaccessibility, annual leave or compensatory  
27 time credits may be used to cover that portion of his/her  
28 absence not covered by administrative leave. Employees  
29 absent due to sick leave usage or previously scheduled  
30 annual leave shall not be entitled to administrative leave  
31 during period of closure or inaccessibility. If  
32 sufficient credits are not available, the employee shall  
33 be placed on lost time.

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

37 **ARTICLE 37**

38 **MOVING EXPENSES**

39 **Section A. Persons Covered.**

40 All authorized full-time employees currently employed  
41 by the State of Michigan being relocated for the benefit  
42 of the State, who actually move their residence as a

direct result of the relocation, and who agree to continue  
employment in the new location for a minimum of one year  
are entitled to all benefits provided by this Article.  
New employees not presently working for the State of  
Michigan shall not be entitled to benefits provided in  
this Article.

**Section B. By Commercial Mover.**

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

1. **Household Goods:** Includes all furniture, personal  
effects and property used in a dwelling, and normal  
equipment and supplies used to maintain the dwelling  
except automobiles, boats, camping vehicles, firewood,  
fence posts, tool sheds, motor cycles, snowmobiles,  
explosives, or property liable to impregnate or  
otherwise damage the mover's equipment, perishable  
foodstuffs subject to spoilage, building materials,  
fuel or other similar non-household good items.
2. **Packing:** The State will pay up to \$600 for packing  
and/or unpacking breakables. The employee must make  
arrangements and pay the mover for any additional  
packing required.
3. **Insurance:** The carrier will provide insurance against  
damage up to \$.60 per pound for the total weight of the  
shipment. The State will reimburse the employee for  
insurance costs not to exceed an additional \$.65 per  
pound of the total weight of the shipment.

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

- a. Appliance service;
- b. Piano or organ handling charges;
- c. Flight, elevator or distance carry charges;
- d. Extra labor charges required to handle heavy items,  
i.e., pianos, organs, freezers, pool tables, etc.

Charges for stopping in transit to load or unload goods  
and the cost of additional mileage involved to effect a  
stop in transit must be paid by the employee. Also, extra

1 labor required to expedite a shipment at the request of  
2 the employee must be paid by the employee.

3 **Section C. Mobile Homes.**

4 The State will pay the reasonable actual cost for  
5 moving a mobile home if it is the employee's domicile,  
6 plus a maximum \$500 allowance for blocking, unblocking,  
7 securing contents or expando units, installing or removal  
8 of tires (on wheels) on or off the trailer, removal or  
9 replacement of skirting and utility connections will be  
10 paid by the State when accompanied by receipts. "Actual  
11 Moving Cost" includes only the transportation cost, escort  
12 service when required by a governmental unit, special  
13 lighting permits, tolls or surcharges. "Actual Moving  
14 Cost" does not include the moving of oil tanks, out  
15 buildings, swing sets, etc. that cannot be dismantled and  
16 secured inside the mobile home.

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

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

25 **Section D. Storage of Household Goods.**

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

30 **Section E. Temporary Travel Expense.**

31 From effective date of reassignment, up to sixty (60)  
32 calendar days of travel expense at the new assigned work  
33 station are allowed. Extension beyond sixty (60) days,  
34 but not to exceed a total of one hundred eighty (180)  
35 days, should be allowed due to unusual circumstances in  
36 the full discretion of the Employer. Authorized travel  
37 shall include one (1) round trip weekly between the new  
38 work station and the former residence.

39 **Section F. To Secure Housing.**

40 A continuing employee and one (1) additional family  
41 member will be allowed up to three (3) round trips to a  
42 new official work station for the purpose of securing  
43 housing. Travel, lodging, and food costs will be  
44 reimbursed up to a maximum of nine (9) days in accordance  
45 with the State Standardized Travel Regulations.

**ARTICLE 38**  
**MOBILITY - CAREER ADVANCEMENT**

In the event a new degree or advanced educational requirement is added as a required classification specification, the employing Department shall recommend that all employees in the classification shall be grand-parented in to the classification without prejudice.

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

**ARTICLE 39**  
**PAID ANNUAL LEAVE**

**Section A. Initial Leave.**

Upon hire, each permanent employee shall be credited with an initial annual leave grant of sixteen (16) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.

**Section B. Allowance.**

Subsequent to the initial grant of sixteen (16) hours, annual leave shall not be credited and available for use until the employee has completed 720 hours of paid service in the initial appointment. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted. A permanent employee shall be entitled to annual leave with pay for each eighty (80) hours of paid service as follows:

**ANNUAL LEAVE TABLE**

<u>Service Credit</u>	<u>Annual Leave</u>
0 - 1 yrs. (0-2,079 hrs.)	= 4.0 hrs./80 hrs. serv.
1 - 5 yrs. (2,080-10,399 hrs.)	= 4.7 hrs./80 hrs. serv.

1 Section C. Additional Allowance.

2 Permanent employees who have completed five years  
3 (10,400 hours) of currently continuous service shall earn  
4 annual leave with pay in accordance with their total  
5 classified service including military leave, subsequent to  
6 January 1, 1938, as follows:

7 ADDITIONAL ALLOWANCE TABLE

8

9 <u>Service Credit</u>	<u>Annual Leave</u>
10	
11 5-10 yrs. (10,400- 20,799 hrs.) = 5.3 hrs./80 hrs.serv.	
12	
13 10-15 yrs. (20,800- 31,199 hrs.) = 5.9 hrs./80 hrs.serv.	
14	
15 15-20 yrs. (31,200- 41,599 hrs.) = 6.5 hrs./80 hrs.serv.	
16	
17 20-25 yrs. (41,600- 51,999 hrs.) = 7.1 hrs./80 hrs.serv.	
18	
19 25-30 yrs. (52,000- 62,399 hrs.) = 7.7 hrs./80 hrs.serv.	
20	
21 30-35 yrs. (62,400- 72,799 hrs.) = 8.4 hrs./80 hrs.serv.	
22	
23 35-40 yrs. (72,800- 83,199 hrs.) = 9.0 hrs./80 hrs.serv.	
24	
25 40-45 yrs. (83,200- 93,599 hrs.) = 9.6 hrs./80 hrs.serv.	
26	
27 45-50 yrs. (93,600-103,999 hrs.) =10.2 hrs./80 hrs.serv.	
28	
29 etc.	

30 Solely for the purpose of additional annual leave and  
31 longevity compensation, an employee shall be allowed State  
32 service credit for: employment in any non-elective  
33 excepted or exempted position in a principal Department,  
34 the Legislature, or the Supreme Court which immediately  
35 preceded entry into the State classified service, or for  
36 which a leave of absence was not granted; up to five years  
37 of honorable service in the armed forces of the United  
38 States subsequent to January 1, 1938, for which a Military  
39 Leave of Absence would have been granted had the veteran  
40 been a State classified employee at the time of entrance  
41 upon military service. When an employee separates from  
42 employment and subsequently returns, military service  
43 previously credited shall not count as current continuous  
44 State service for purposes of requalifying for additional  
45 annual leave or longevity compensation if the employee  
46 previously qualified for and received these benefits.

**Section D. Crediting.**

Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. When paid service does not total eighty (80) hours in a biweekly work period, the balance shall carry forward to subsequent biweekly work periods. No annual leave shall be authorized, credited or accumulated in excess of the allowable cap, except that an employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with full back benefits by an Arbitrator under Article 8, shall be permitted annual leave accumulation in excess of the allowable cap. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or forfeited. If the employee separates from employment for any reason during that one (1) year grace period, no more than the allowable cap of unused annual leave shall be paid off.

**Section E. Transfer and Payoff.**

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

Employees who separate after completion of the initial 720 hours of service shall be paid at their current hourly rate for the balance of their unused annual leave.

**Section F. Annual Leave Cap.**

The cap on annual leave accumulation shall remain at 300 hours in accordance with the schedule below. No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating retirement benefits.

**ANNUAL LEAVE ACCUMULATION SCHEDULE**

<u>Years</u>	<u>Accrual</u>	<u>Accumulation Cap</u>
1 - 5	4.7	240
5 - 10	5.3	255
10 - 15	5.9	270
15 - 20	6.5	285
20 - 25	7.1	290
25 - 30	7.7	300
30 - 35	8.4	300
		etc.

1 **Section G. Utilization.**

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

8 **Section H. Scheduling.**

9 Consistent with the operational needs of the Employer,  
10 annual leave may be granted at such times during the year  
11 as requested by the employee. Annual leave will only be  
12 authorized up to the maximum amount of annual leave  
13 credits in an employee's account prior to the initial date  
14 of the annual leave. Employees may not take annual leave  
15 without the Employer's prior approval. Barring an annual  
16 leave request for a special or an unusual travel plan,  
17 annual leave may be limited to two (2) calendar weeks in  
18 order to accommodate as many annual leave requests for the  
19 same period or season or to comply with the operational  
20 needs of the Employer. Any holiday recognized in this  
21 Agreement which occurs during a requested annual leave  
22 period will not be charged as annual leave time. Formal  
23 systems of scheduling vacations and the duration of such  
24 vacations will, upon request, be negotiated at the  
25 secondary level.

26 **Section I. Conversion to Sick Leave.**

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

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

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



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

**Section J. Annual Leave Buy Back.**

A laid off employee who has been 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. An employee recalled to the Department/Agency from which he/she was laid off may elect to buy back any portion of annual leave up to the amount he/she was paid off. An employee electing this option shall buy back the annual leave at the 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.

**Section K. Annual Leave Freeze.**

An employee 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 employee elects to be paid off for the balance or until the employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's last rate of pay.

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

**Section L. Voluntary Donation of Annual Leave.**

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

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

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



Sick leave may be utilized by an employee 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 employee's spouse, children, parents, grandparents or foster parents, parents-in-law, brothers, sisters, and any persons for whose financial or physical care the employee is principally responsible. Sick leave may be used for absence caused by the attendance at the funeral of a relative, or person for whose financial or physical care the employee has been principally responsible.

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

**Section C. Disability Payment.**

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

**Section D. Accumulation and Payoff.**

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

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

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

Upon separation from the State classified service for any reason other than retirement or death, the employee shall be paid for a percentage of unused accumulated sick

1 leave in accordance with the following table of values.  
2 Payment shall be made at the employee's final regular rate  
3 of pay by the Agency from which the employee separates:

4	<u>Sick Leave Balance -- Hours</u>	<u>Percentage Paid</u>
5	Less than 104	0
6	104 - 208	10
7	209 - 416	20
8	417 - 624	30
9	625 - 832	40
10	833 or more	50

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

13 **Section E. Proof.**

14 All sick leave used shall be certified by the employee  
15 and by such other evidence as the Employer may require.  
16 Falsification of such evidence may be cause for  
17 disciplinary action up to and including dismissal. The  
18 Employer may require that an employee present medical  
19 certification of physical or mental fitness to continue  
20 working.

21 **Section F. Return to Service.**

22 Previous unused sick leave allowance shall be placed to  
23 the credit of a laid off employee upon return to permanent  
24 employment within three (3) years of such layoff. A  
25 separated employee who received payment for unused  
26 accumulated sick leave under this Article and who returns  
27 to service shall not be credited with any previously  
28 earned sick leave.

29 **Section G. Transfer.**

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

34 **Section H. Sick Leave for Health Screening.**

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

39 **Section I. Bereavement Leave.**

40 Employees shall be allowed reasonable and necessary  
41 time off by mutual agreement in the event of the death of

a member of the immediate family. Such time shall be covered by accrued sick leave and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of five (5) days leave, if requested.

## ARTICLE 41

### SALARY SCHEDULE AND RELATED MATTERS

#### Section A. Computation of Salaries.

It is mutually agreed that the compensation schedule in effect October 1, 1995, will be the compensation schedule used in determining rates of pay for Bargaining Unit employees covered by this Agreement.

#### Section B. Pay Periods.

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

#### Section C. Pay Days.

Pay days will occur every second Thursday and will include wages earned in the immediate past pay period in accordance with current practice. Every effort will be made to correct payroll errors which occurred in previous pay periods in the employee's disfavor and include pay due the employee due to such errors in the next pay warrant following the error and correction.

Imprest Cash vouchers will be used whenever possible to correct serious errors. The Employer upon determination that an overpayment has been made, will immediately in writing notify the employee. Employees are obligated immediately to notify the Employer in writing of any under or overpayment. The employee shall be required to repay any and all overpayments received resulting from clerical error or misrepresentation by the employee. Overpayment liability will be limited to any compensation earned after the date the employee is notified of the overpayment notice in those instances where the overpayment resulted from a violation or misinterpretation of Civil Service Rules by the Employer or Civil Service Commission and the employee performed in good faith the duties and responsibilities. In the case of Employer overpayments not immediately noticed by either the employee or Employer that would create hardship on the employee if immediate full reimbursement were required, a payment schedule may be mutually arranged.

1 **Section D. Authorized Payroll Deductions.**

2 The Employer agrees to continue to provide payroll  
3 deductions for employees in the following categories:

4 Dental Insurance	Union Dues/Fees
5 Life Insurance	Deferred Compensation
6 U.S. Bonds	Mandatory Child Support deductions
7 Credit Union	when ordered by a court
8 Vision Care Insurance	Income Protection Insurance
9 Medical Hospitalization Insurance	

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

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

31 **ARTICLE 42**  
32 **INCORPORATION OF APPENDICES**

33 The parties agree that the appendices attached hereto  
34 are incorporated for reference only.

**ARTICLE 43**  
**COMPENSATION**

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2

**Section A. Wages.**

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**A-1-a. Fiscal Year 1996-97:** On October 1, 1996, each hourly rate shall be increased by \$.287 per hour and then by 1% (one percent).

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**A-1-b. Fiscal Year 1997-98:** On October 1, 1997, the base hourly rate in effect at 11:59 P.M. on September 30, 1997, for each step in the bargaining units shall be increased by 3% (three percent).

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**A-1-c. Fiscal Year 1998-99:** On October 1, 1998, the base hourly rate in effect at 11:59 P.M. on September 30, 1998, for each step in the bargaining units shall be increased by 3% (three percent).

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**A-2. One-Time Cash Payments:**

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**A-2-a. Fiscal Year 1996-97: Final One-Time Payment:**

16

1) At the end of the first full pay period in October 1996, each full-time employee who is on the payroll as of October 2, 1996 and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 1995, shall be paid a one-time cash payment of \$750.00. For a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 1995, this payment shall be prorated based on the ratio between the employee's actual continuous service hours earned after October 1, 1995 and two thousand eighty (2080) hours, times \$750.00.

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2) At the end of the first full pay period in October 1996, or the first subsequent pay period in Fiscal Year 1996-97 for which the employee receives a pay check, each permanent-intermittent employee, and each part-time employee, who was on the payroll as of October 2, 1996 and who was: 1) On the payroll on October 1, 1995, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 1995, and September 30, 1996, shall be paid a one-time cash payment. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 1995, and September 30, 1996, and two thousand eighty (2080) hours, times \$750.00.

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1 **A-2-b. Method of Payment.**

2 The one-time cash payment outlined in this sub-  
3 section will be made in a separate check, not in the bi-  
4 weekly pay check.

5 **Section B. Heights and Tunnels Premium.**

6 **B-1. Criteria.** Employees who are required to work on  
7 high structures in excess of forty (40) feet, requiring  
8 the use of scaffolding or safety harnesses, will receive  
9 an additional \$1.00 per hour for each hour worked, with a  
10 minimum of four (4) hours hazard pay per day.

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

15 **B-2. Limitations.** Work performed from safety buckets  
16 (aerial equipment) is not considered high structure work.

17 Work in caissons is not considered tunnel work.

18 **B-3.** The parties agree to establish a Committee of six  
19 (6) representatives from each side to review this area  
20 including performing duties in hazardous traffic areas and  
21 other hazardous work conditions. The Committee shall meet  
22 at least quarterly for the purpose of working to eliminate  
23 hazardous working conditions.

24 **Section C. Cafeteria Benefits Plan.**

25 The Cafeteria Benefits Plan, as described in the  
26 Letter of Understanding between the parties entitled  
27 "Cafeteria Benefits Plan" will be continued.

28 **Section D. Group Basic and Major Medical Insurance**  
29 **Plan.**

30 **D-1.** The Employer shall maintain the existing group basic  
31 and major medical health insurance coverages except as  
32 amended herein. The Employer shall pay 95% of the premium  
33 cost of the Plan.

34 **D-2.** The procedures outlined in this Section shall not  
35 reduce the benefit levels of the current Health Care Plan.  
36 Employees shall not be subject to benefit or Plan payment  
37 reductions due either to failure of the physician/provider  
38 to comply with the provisions outlined herein, or for  
39 failure to obtain a second opinion. The procedures shall  
40 not be applied retroactively to admissions or surgical  
41 procedures initiated prior to October 1, 1985.

42 **D-3.** The parties agree to continue the Labor - Management  
43 Committee established to review the procedures,



communication materials which will be provided to 1  
employees, and benefit booklets prior to their 2  
distribution. The Committee shall have the responsibility 3  
of reviewing and monitoring the progress of the actual 4  
implementation of the procedures including such matters as 5  
the addition of other surgical procedures to the list for 6  
which a mandatory second opinion is required, however, 7  
any changes in the specific provisions as described herein 8  
shall be subject to negotiations. Each exclusively 9  
recognized employee organization shall be entitled to 10  
designate one (1) representative to participate in the 11  
Labor-Management Committee. The management representatives 12  
to the Committee shall be selected by the Employer. 13

**D-4. Pre-Certification of Hospital Admission and Length** 14  
**of Stay.** The pre-certification for admission and length 15  
of stay component requires that the attending physician 16  
submit to the third party administrator the diagnosis, 17  
plan of treatment and expected duration of admission. If 18  
the admission is not an emergency, the submission must be 19  
made by the attending physician and the review and 20  
approval granted by the third party administrator prior to 21  
admitting the covered individual into the acute care 22  
facility. If the admission occurs as an emergency, the 23  
attending physician is required to notify the 24  
administrator by telephone with the same information on 25  
the next regular working day after the admission occurs. 26  
If the admission is for a maternity delivery, advance 27  
approval for admission will not be required; however, the 28  
admitting physician must notify the third party 29  
administrator before the expected admission date to obtain 30  
the length-of-stay approval. 31

**D-5. Second Surgical Opinion.** Effective 8/1/89, the 32  
Employer shall implement a modified mandatory second 33  
opinion for selected surgical procedures. For purposes of 34  
this Article elective surgery shall be defined as a 35  
procedure which may safely be delayed without compromising 36  
the employee's health. The selected surgical procedures 37  
are as follows: 38

Hysterectomy	Knee Surgery	39
Heart Surgery	Herniorrhaphy	40
Bladder Surgery	Cholecystectomy	41
Prostatectomy	Carpal Tunnel Surgery	42
Excision of Cataracts	Dilation and Curettage	43
Tubal and Ovarian Surgery		44
Tonsillectomy and Adenoidectomy		45
Submucous Resection/Rhinoplasty		46
Varicose Vein Stripping & Ligation		47

1           The Second Opinion Referral shall be initiated by  
2 the provider/physician recommending the surgery. At the  
3 time the physician contacts the third party administrator  
4 for pre-certification for admission, the physician will be  
5 notified of the second opinion requirements of the Plan.  
6 The employee or dependent will then be contacted to advise  
7 him/her of the second opinion requirements and to select  
8 a consultant from the Panel. The appointment with the  
9 chosen consultant will be scheduled for the  
10 employee/dependent. The physician providing the second  
11 opinion shall furnish to the employee and the third party  
12 administrator (TPA) a copy of the diagnosis/prognosis and  
13 recommended treatment. The TPA will waive the second  
14 opinion requirement when an appointment with an  
15 appropriate consultant cannot be scheduled within three  
16 weeks or without excessive travel (over 100 miles).  
17 Regardless of the consultant's opinion, the normal surgery  
18 payment will be made.

19 **D-5-a.** If an employee has to drive 10 miles or less one  
20 way from the employee's residence to get the second  
21 opinion, there shall be no mileage reimbursement. If the  
22 employee has to drive more than 10 and up to 100 miles one  
23 way from the employee's residence to get the second  
24 opinion, the employee shall be reimbursed for mileage for  
25 all of those miles over 10 and up to 100 one way at the  
26 in-lieu-of rate then in effect.

27 **D-5-b.** The Plan shall provide full reimbursement for the  
28 second surgical opinion and necessary tests. Regardless  
29 of the outcome of the second opinion, surgical and other  
30 expenses for the hospital confinement shall be reimbursed  
31 in full up to the current benefit maximum.

32 **D-5-c.** Employees may use accrued sick leave, annual leave  
33 or compensatory time for mandatory second opinions.  
34 Request for such time shall not be denied. Leave used for  
35 this purpose shall not be detrimental to the employee's  
36 work record.

37 **D-5-d.** Employees may seek a voluntary third opinion. In  
38 addition, employees may seek a voluntary second opinion  
39 for elective surgical procedures not included on the above  
40 list. Since such opinions are completely voluntary, they  
41 shall be covered under the provisions of the existing  
42 Health Plan.

43 **D-5-e.** The parties agree to defer to the Labor-Management  
44 Committee referred to in Paragraph D-3. of this Section,  
45 the task of developing a system which would enable

employees to be referred to the nearest eligible 1  
practitioner for the second surgical opinion. The 2  
Committee shall consult with the Employee Benefits 3  
Division and the appropriate insurance carrier(s) and 4  
present its findings and recommendations in a written 5  
report. The parties may implement those recommendations 6  
if mutually agreed upon. 7

**D-6. Home Health Care.** A program of home health care and 8  
home care services to reduce the length of hospital stay 9  
and admissions shall also be available at the employee's 10  
option. This component shall require that the attending 11  
physician contact the third party administrator to 12  
authorize home health care service in lieu of a hospital 13  
admission or a continuation of a hospital confinement. 14

**D-6-a.** The attending physician must certify that the 15  
proper treatment of the disease or injury would require 16  
continued confinement as a resident in-patient in a 17  
hospital in the absence of the services and supplies 18  
provided as part of the home health care plan. If 19  
appropriate, certification will be granted for an 20  
estimated number of visits within a specified period of 21  
time. The types of services that shall be covered under 22  
this component will include part-time or intermittent 23  
nursing care by a registered nurse or licensed practical 24  
nurse if an R.N. was not available; part-time or 25  
intermittent home health aid services; physical, 26  
occupational and speech therapy; medical supplies, drugs 27  
and medicines prescribed by a physician, and laboratory 28  
services provided by or on behalf of a hospital, but only 29  
to the extent that they would have been covered if the 30  
individual had remained or been confined in the hospital. 31

**D-6-b.** Home health care shall be available to employees at 32  
their option in lieu of hospital confinement. 33

**D-7. Alternative Delivery Systems.** Coverage shall also 34  
be available for hospice care and birthing center care to 35  
employees and enrolled family members. Bills for birthing 36  
centers shall be paid in the same manner as under the 37  
current Plan. To be eligible for the hospice care 38  
benefit, the covered individual must be diagnosed as 39  
terminally ill by the attending physician and/or Hospice 40  
Medical Director with a medical prognosis of six months or 41  
less life expectancy. Covered hospice benefits include 42  
physical, occupational, and speech language therapy; Home 43  
Health Aid services; medical supplies; and nursing care. 44  
Benefits will be paid only for services rendered by 45  
federally certified or State licensed hospices. Both 46

1 hospice care and birthing center care shall be available  
2 to employees at their option in lieu of hospital  
3 confinement.

4 **D-8. Pap Tests and Mammography.** Effective October 1,  
5 1989, coverage under the health plan shall include annual  
6 pap tests and mammography in accordance with American  
7 Cancer Society guidelines.

8 **D-9. Prostrate Screening Antigen (PSA) Test.** As part of  
9 the wellness and preventative coverage in the State Health  
10 Plan, the prostrate screening antigen test administered in  
11 accordance with American Cancer Society guidelines and  
12 accompanied by an examination by a physician shall be  
13 covered.

14 **D-10. Hearing Care Program.** The hearing care program  
15 established October 1, 1986, as part of the Basic Health  
16 Plan shall be continued. Such program will include  
17 audiometric exams, hearing and evaluation tests, single,  
18 bilateral or binaural hearing aids and fitting.

19 **D-11. Out-Patient Psychiatric Service.** Reimbursement for  
20 out-patient psychiatric services under Major Medical shall  
21 be at 90% with a \$3,500 per person maximum benefit per  
22 year. Effective October 1, 1996, Bargaining Unit members  
23 will be subject to the out-patient and substance abuse  
24 PPO.

25 The parties agree to establish a joint Labor  
26 Management Committee to review and monitor the mental  
27 health/substance abuse PPO. The committee will review  
28 cases brought to the committee's attention where benefits  
29 are being denied and will, after consultation with a  
30 mutually agreed upon medical advisor, provide a  
31 recommendation to the state which will be transmitted to  
32 the third party administrator for action. The identity  
33 of the patient will not be disclosed during any such  
34 review. Confidentiality within the committee will be  
35 maintained.

36 **D-12.** The current Prescription Drug Plan shall be  
37 maintained except as amended herein. There shall be an  
38 employee co-pay of \$2.00 for generic drugs and \$7.00 for  
39 brand name drugs. The brand name co-pay will not apply  
40 for those drugs whose patents were scheduled to expire  
41 during the period of this agreement, but for which  
42 Congress has specifically extended the patent protection.  
43 When the patent has expired and generics are available,  
44 the brand name co-pay will apply. Participants filling  
45 prescriptions for maintenance drugs at the retail level

will be provided with information on the mail order program. 1  
2

Effective April 1, 1996, bargaining unit members will be enrolled in the alternative prescription drug program. 3  
4  
5

**D-12-a. Generic Drugs.** The Plan shall also provide that unless otherwise specified by the prescribing physician, the pharmacy will be required to dispense a generic drug whenever a generic substitution is available. 6  
7  
8  
9

**D-12-b. Mail Order Prescription Drugs.** The Employer shall implement a mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. There shall be no employee co-pay for drugs purchased under this option. 10  
11  
12  
13  
14  
15

**D-13. Major Medical Deductible.** Effective January 1, 1997, the family deductible under Major Medical shall be \$200.00 per calendar year. The deductible for employee only coverage shall be \$100.00 per calendar year. 16  
17  
18  
19

Effective January 1, 1999, the family deductible under Major Medical shall be \$300.00 per calendar year. The deductible for employee only coverage shall be \$150.00 per calendar year. 20  
21  
22  
23

**D-14. Major Medical Reimbursement.** The reimbursement under Major Medical shall be 90%. 24  
25

**D-15. Usual, Customary and Reasonable Reimbursement.** Upon ratification of this Agreement, the State and Union will require Blue Cross/Blue Shield to make concerted efforts to increase the number of participating providers in those areas in which the level of participation is less than 75%, by practice area. The parties acknowledge practice areas will be established for purposes of this section. 26  
27  
28  
29  
30  
31  
32

In addition, upon request Blue Cross/Blue Shield will provide letters to become participating providers. The letter is subject to the approval of the State and MSEA. 33  
34  
35  
36

The State and Union will provide information to the membership outlining the change in the reimbursement system. Educational material will include a streamlined system for identifying participating and non-participating providers to members on an annual basis. 37  
38  
39  
40  
41

Beginning January 1, 1997, charges by a non-participating provider will be paid at the participating rate if 75% or more of the practitioners of that type in the county are participating providers. The subscriber 42  
43  
44  
45

1 will be responsible for the remaining balance of the bill,  
2 and the amount paid will not count toward the deductible  
3 or out-of-pocket limit. For purposes of this Section, a  
4 practitioner's status as participating or non-  
5 participating will be established at the beginning of the  
6 plan year and shall be considered unchanged throughout  
7 that year.

8 Reimbursement for charges by a non-participating  
9 provider will be paid at the billed charge rate (subject  
10 to deductible and co-pay) if less than 75% of the  
11 practitioners of that type in that county are  
12 participating providers. This does not preclude Blue  
13 Cross/Blue Shield from negotiating directly with the  
14 provider for a lower fee on specific services.

15 If an individual is under a course of treatment and  
16 the provider changes from participating to non-  
17 participating, charges will be paid regardless of the  
18 percentage of providers in the county, until the course of  
19 treatment has been completed.

20 On a quarterly basis, Blue Cross/Blue Shield will  
21 provide information on reimbursements under this system to  
22 the joint committee which will expedite resolution of  
23 problems. Nothing will preclude the committee from acting  
24 on the complaint of an individual prior to receipt of the  
25 report.

26 **D-16. Out-Of-Pocket Expense.** Effective January 1, 1997,  
27 the annual maximum shall be \$750.00.

28 Effective January 1, 1999, the out-of-pocket annual  
29 maximum shall be \$1000.00.

30 **D-17. Health Maintenance Organization (HMO).**

31 **D-17-a.** As an alternative to the State-sponsored health  
32 insurance program enrollment in HMO's is offered to those  
33 employees residing in areas where qualified licensed HMO's  
34 are in operation.

35 **D-17-b.** Federal statute regulates employee participation  
36 in HMO's and Employer contributions toward the cost  
37 thereof. In the event that the statute or its  
38 implementing regulations are changed, the parties agree to  
39 meet to discuss implementing any revised statute/  
40 regulation and the impact caused thereby.

41 **D-17-c.** Fees and services for health screening to assist  
42 in early diagnosis of disease are included in the services  
43 provided under the basic health care benefits of HMO's.

44 **D-17-d.** The benefit levels for each HMO as outlined in the  
45 annual open enrollment booklet shall remain in effect

throughout that benefit year. No HMO offered to Bargaining Unit members may reduce benefits. Benefits not included in HMO's, but added in other health care options shall automatically be incorporated into the HMO benefits on the same effective date. Any other alteration of HMO benefits shall be by mutual agreement of the Employer and the Union.

**D-18. Leave of Absence - Premium Payment.** Employees who are granted a leave of absence may elect to continue enrollment in the Group Health Plan at the time the leave of absence begins. Such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount of the premium (Employer and employee share).

**D-19. Layoff - Premium Payment.** Employees who are laid off, may at the time of layoff, elect to continue enrollment in the Group Health Plan by paying the full amount of the premium (Employer and employee share). Such enrollment may continue until the employee is recalled or for a period of three (3) years, whichever occurs first. In accordance with Section J of this Article, the Employer shall pay the Employer's share of such premiums for the first two (2) pay periods for employees selecting this option.

**D-20. Enrolled Dependent Coverage Upon Death of Employee.** Health Plan coverage for enrolled dependants will cease the 30th day after a Unit member's death unless, the covered Unit member is eligible for an immediate pension benefit from the State Employee's Retirement System.

**D-21. Pediatric Well Child Care Benefit.** Effective October 1, 1990, a Pediatric Well Child Care benefit shall be implemented for employees in these Bargaining Units. This benefit will cover the following services:

1. Routine office visits for well baby care from a child's birth to age 24 months (payable under the Major Medical benefit);
2. Routine annual office visits for physical examinations of children from age 24 months to age 19 years (payable under the Major Medical benefit);
3. Immunizations from a child's birth to age 19 years (payable under the Major Medical benefit);

1           4. Laboratory testing services from a child's birth  
2           to age 19 years (payable under the Basic benefit).

3   **D-22.** As soon as administratively feasible after approval  
4   of this Agreement the following benefits will be covered  
5   under the Group Basic and Major Medical insurance plan:

6           a)   Medically necessary orthopedic inserts for  
7           shoes, prescribed by a licensed physician will be  
8           covered as a Major Medical benefit;

9           b)   The storage cost for self-donated blood in  
10          preparation for scheduled surgery will be covered as  
11          a Basic benefit;

12          c)   Employees meeting "morbid obesity" criteria  
13          will be covered by a \$300 lifetime weight loss  
14          clinic attendance benefit covering those expenses  
15          not otherwise generally covered by the Health Plan.  
16          "Morbid obesity" is defined as more than 50% or 100  
17          pounds over ideal body weight or 25% over ideal body  
18          weight with certain medical conditions (such as  
19          diabetes, heart disease, respiratory disease, etc.).

20   **D-23. Smoking Cessation Program.**   The Employer shall  
21   provide or Department will reimburse the total cost for,  
22   any program that an employee attends which has the  
23   objective of ending an individual's dependence upon and/or  
24   addiction to the use of tobacco products. Employees shall  
25   be reimbursed for the full cost, not to exceed \$50, of  
26   such program upon presenting evidence of completion of the  
27   program. However, employees shall not be entitled to be  
28   reimbursed if such program is covered by the employee's  
29   health plan or HMO. Employees shall be entitled to such  
30   reimbursement only one time. Costs of any additional  
31   programs or costs of re-enrolling in any program shall be  
32   paid by the employee.

33   **D-24. Radial Keratotomy (Medically Necessary):** Vision  
34   correction by radial keratotomy will be covered by the  
35   Basic Plan according to the usual, customary and  
36   reasonable fee agreement. The patient must be at least 18  
37   years old. Medically necessary means (a) the patient must  
38   have myopia of -2.00 diopters (spherical equivalent) or  
39   greater; (b) the patient must have a stable refractive  
40   error of greater than +.50 diopter for at least one year;  
41   and, (c) the patient's condition cannot be corrected to at  
42   least 20/50 via other means, i.e., eyeglasses or contact  
43   lens(es).



**D-25. PPO's and Other Managed Health Care Approaches.** 1  
The parties agree to establish a committee for the purpose 2  
of jointly exploring managed health care, preferred 3  
provider systems, structural changes in the group 4  
insurance plans, and related matters as mutually agreed by 5  
the parties for the purpose of implementing cost 6  
containment measures in the State health and other group 7  
insurance plans on a time table to be determined by the 8  
parties. While the committee may have participants who 9  
represent other unions, the benefits provided to members 10  
of these Bargaining Units will be those upon which MSEA 11  
and the Employer have jointly agreed. 12

**D-26.** Effective October 1, 1993, employees shall be 13  
eligible, on a one-time only basis, for reimbursement of 14  
the cost of transdermal patches less two dollar (\$2.00) 15  
employee co-pay and accompanying smoking cessation 16  
counseling not otherwise available as a covered benefit. 17  
Such reimbursement shall be made by the Departmental 18  
Employer. 19

**Section E. Group Dental Expense Plan.** 20

**E-1.** The Employer shall pay 95% of the applicable premium 21  
for employees enrolled in the Group Dental Expense Plan. 22

**E-2.** Benefits payable under the Dental Expense Plan will 23  
be as follows: 24

**E-2-a.** 90% of actual fee or usual, customary and reasonable 25  
fee, whichever is lower, for restorative, endodontic, and 26  
periodontic services (x-rays, fillings, root canals, 27  
inlays, crowns, etc.). 28

**E-2-b.** There shall be a yearly maximum benefit of \$1,000 29  
per person exclusive of orthodontics. There shall be a 30  
separate \$1,500 lifetime maximum benefit for orthodontics. 31

**E-3. Covered Dental Expenses:** The Dental Expense Plan 32  
will pay for incurred claims for employee and/or enrolled 33  
dependants at the applicable percentage of either the 34  
actual fee or the usual, customary and reasonable fee, 35  
whichever is lower, for the dental benefits covered under 36  
the Dental Expense Plan up to a maximum of \$1,000 for each 37  
covered person in each twelve (12) month period beginning 38  
October 1. 39

**E-4.** There is a separate \$1,500 lifetime maximum benefit 40  
for orthodontics. 41

**E-5.** The following services will be paid at the 100% 42

1 benefit level:

2  
3 **Diagnostic Services:**

- 4 o Oral examinations and consultations twice in a  
5 fiscal year.

6  
7 **Preventive Services:**

- 8 o Prophylaxis - teeth cleaning three (3) times in a  
9 fiscal year;  
10 o Topical application of fluoride for children up to  
11 age 19, twice in a fiscal year;  
12 o Space maintainers for children up to age 14.

13 **E-6.** The following services will be paid at the 90%  
14 benefit level:

15 **Radiographs:**

- 16 o Bite-wing x-rays once in a fiscal year unless  
17 special need is shown;  
18 o Full mouth x-rays once in a five (5) year period,  
19 unless special need is shown.

20 **Restorative Services:**

- 21 o Amalgam, silicate, acrylic, porcelain, plastic  
22 and composite restorations;  
23 o Gold inlay and onlay restorations.

24 **Oral Surgery:**

- 25 o Extractions, including those provided in  
26 conjunction with orthodontic services;  
27 o Cutting procedures;  
28 o Treatment of fractures and dislocations of the  
29 jaw.

30 **Endodontic Services:**

- 31 o Root canal therapy;  
32 o Pulpotomy and pulpectomy services for partial and  
33 complete removal of the pulp of the tooth;  
34 o Periapical services to treat the root of the  
35 tooth.

36 **Periodontic Services:**

- 37 o Periodontal surgery to remove diseased gum tissue  
38 surrounding the tooth;  
39 o Adjunctive periodontal services, including  
40 provisional splinting to stabilize teeth,  
41 occlusal adjustments to correct the biting  
42 surface of a tooth and periodontal scaling to  
43 remove tartar from the root of the tooth;  
44 o Treatment of gingivitis and periodontitis

diseases of the gums and gum tissue. 1

E-7. The following services will be paid at the 50% benefit level: 2  
3

Prosthetic Services: 4  
5

- o Repair or rebasing of an existing full or partial denture; 6  
7
- o Initial installation of fixed bridgework; 8
- o Initial installation of partial or full removable dentures (including adjustments for six (6) months following installation); 9  
10  
11
- o 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). 12  
13  
14  
15  
16

Dental Sealants: 17  
18

- o As soon as administratively feasible after approval of this Agreement, 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 Sub-section. The benefit shall be payable for only one application per tooth within a three (3) year period. Under the Dental Point of Service PPO, the Plan will pay 70% of the reasonable customary amount. 19  
20  
21  
22  
23  
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32

E-8. The following services will be paid at the 60% benefit level: 33  
34

Orthodontic Services: 35

- o Minor treatment for tooth guidance; 36
- o Minor treatment to control harmful habits; 37
- o Interceptive orthodontic treatment; 38
- o Comprehensive orthodontic treatment; 39
- o Treatment of an atypical or extended skeletal case; 40  
41
- o Post-treatment stabilization; 42
- o Separate lifetime maximum of \$1,500 per each enrollee; 43  
44
- o Orthodontic services for dependants up to age 19; 45  
for enrolled employee and spouse, no maximum age. 46  
Orthodontic coverage shall be extended to each 47

1 dependant up to age 25 if the dependant is a  
2 full-time student at an accredited institution.

3 **E-9.** The benefit descriptions outlined in this Section  
4 are illustrative and not exhaustive.

5 **E-10. Dental at Point of Service PPO.** Employees and  
6 dependents enrolled in the Group Dental Plan may access  
7 the improved benefit levels specified below by utilizing  
8 dental care providers that are members of the Point of  
9 Service PPO.

10	Current	Enhanced
11 <u>Benefit</u>	<u>Coverage</u>	<u>Coverage</u>
12 Exams	100%	100%
13 Preventive	100%	100%
14 Radiographs	90%	100%
15 Fillings	90%	100%
16 Endodontics	90%	100%
17 Periodontics	90%	100%
18 Simple Extractions	90%	100%
19 Complex Extractions	90%	100%
20 Prosthodontic Repairs	50%	100%
21 Other Oral Surgery	90%	90%
22 Adjunctive	90%	90%
23 Crowns	90%	90%
24 Fixed Bridgework	50%	70%
25 Partial Dentures	50%	70%
26 Full Dentures	50%	70%
27 Sealants	50%	70%
28 Orthodontics	60%	75%
29 Annual Maximum	\$1,000	\$1,000
30 Lifetime Orthodontics	\$1,500	\$1,500

31 **Section F. Vision Care Insurance.**

32 **F-1.** The Employer shall pay 100% of the applicable  
33 premium for employees enrolled in the Group Vision Plan.

34 **F-2. Participating Providers.** Benefits payable for  
35 participating providers under the Plan will be as follows:

36 **F-2-a. Examination:** Payable once in any twelve (12)  
37 month period with an employee co-payment of \$5.00.

38 **F-2-b. Lenses and Frames:** Payable once in any  
39 twenty-four (24) month period or in any twelve (12) month  
40 period where required by a change in prescription with an

employee co-payment of \$7.50 for eyeglass lens up to 71 mm 1  
and frames and \$7.50 for medically necessary contact 2  
lenses. The Plan will pay up to \$25.00 wholesale cost 3  
allowance for frames, plus the dispensing fee. 4

**F-2-c. Contact Lenses not Medically Necessary:** The Plan 5  
will pay a maximum of \$90.00 and the employee shall pay 6  
any additional charge of the provider for such lenses. 7  
The co-payment provision under F-2-b. is not required. 8

Medically necessary means (a) the member's visual 9  
acuity cannot otherwise be corrected to 20/70 in the 10  
better eye or (b) the member has one of the following 11  
visual conditions: keratoconus, irregular astigmatism, or 12  
irregular corneal curvature. 13

**F-3. Non-Participating Providers.** Plan payments for 14  
non-participating providers: 15

**F-3-a. For Vision Testing Examinations:** The Plan will 16  
pay 75% of the reasonable and customary charge after it 17  
has been reduced by the member's co-payment of \$5.00. 18

**F-3-b. For Eyeglass Lenses:** The Plan will pay the 19  
provider's charges or the amount set forth below, 20  
whichever is less: 21

- Regular Lenses:** 22
- o Single Vision ..... \$13.00/Pair 23
  - o Bifocal ..... \$20.00/Pair 24
  - o Trifocal ..... \$24.00/Pair 25

- Contact Lenses:** 26
- o Medically necessary as defined in Sub-section 27  
F-2-c. above..... \$96.00/Pair 28
  - o Not medically necessary..... \$40.00/Pair 29

**Special Lenses:** For covered special lenses (e.g., 30  
aphatic, lenticular and aspheric) the Plan will pay 50% 31  
of the provider's charge for the lenses or 75% of the 32  
average covered vision expense benefits paid to 33  
participating providers for comparable lenses, 34  
whichever is less. 35

**Additional Charges for Plastic** 36  
**Lenses:**..... \$3.00/Pair 37  
Plus benefit provided above for covered lenses. 38

1 Additional Charges for Tints Equal to Rose  
2 Tints:..... \$3.00/Pair

3 Additional charges for Prism  
4 Lenses:..... \$2.00/Pair  
5 When only one lens is required, the Plan will pay  
6 one-half (1/2) of the applicable amount per pair shown  
7 above.

8  
9 For Eyeglass Frames: The Plan will pay the provider's  
10 charges or \$14.00, whichever is less.

11 **F-4.** Employees who are required to operate VDT/CRT  
12 equipment for a majority of the time shall be eligible for  
13 reimbursement for a Vision Testing Examination at rates  
14 provided herein on an annual basis regardless of when they  
15 were last examined.

16 **Section G. Long Term Disability Insurance.**

17 **G-1.** The Employer shall maintain the long term  
18 disability (LTD) insurance coverage in effect on October  
19 1, 1985.

20 **G-2.** Part-time and permanent-intermittent (P.I.)  
21 employees who work 40% or more of full-time will be  
22 eligible for LTD benefits.

23 Premiums for eligible less than full-time  
24 employees shall be determined in accordance with the  
25 current LTD premium schedule for full-time employees. The  
26 benefit level for employees who actually utilize the LTD  
27 benefit shall be based on the employee's average biweekly  
28 hours worked the preceding fiscal year, but the dollar  
29 amount of the benefit shall be calculated on the basis of  
30 the employee's current hourly rate (the hourly rate in  
31 effect at the time the employee actually goes on  
32 disability leave).

33 **G-3.** The cost of premiums of such Plan shall be shared  
34 by the Employer and the employee in accordance with  
35 current practice.

36 **G-4.** The Employer shall provide a rider to the existing  
37 LTD insurance. All employees who are covered by LTD  
38 insurance shall automatically be covered by this rider as  
39 well. The rider shall provide insurance which will pay  
40 directly to the carrier the full amount (100%) of health  
41 insurance (or HMO) premiums while such employee is on LTD  
42 insurance for a maximum of six (6) months for each covered  
43 employee. The Employer agrees to pay the cost of such  
44 rider.

**Section H. Life Insurance.**

H-1. The Employer shall provide a state-sponsored group life insurance plan which has a death benefit equal to 2.0 times annual salary rounded up to the nearest \$1,000, with a minimum \$10,000 benefit. The Employer shall pay 100% of the premium for this benefit. Less than full-time employees who are eligible for enrollment in the Plan in accordance with Appendix C of the Master Agreement shall have their benefit level determined as if they were working full-time in a full-time position.

H-2. The age ceiling of 23 years for dependent coverage available under the optional life insurance plan shall not apply to handicapped dependants. Such additional coverage shall be provided at the current premium cost to the employee. A dependant is considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical handicap, and depends chiefly on the employee for support and maintenance.

**H-3. Dependant Coverage:**

H-3-a. Employee pays 100% of premium for optional dependant coverage.

H-3-b. Employee may choose between four levels of dependant coverage:

o **Level One** insures spouse for \$1,500 and children from age 15 days to 23 years for \$1,000.

o **Level Two** insures spouse for \$5,000 and children from age 15 days to 23 years for \$2,500.

o **Level Three** insures spouse for \$10,000 and children from age 15 days to 23 years for \$5,000.

o **Level Four** insures spouse for \$25,000 and children from age 15 days to 23 years for \$10,000, or, in the alternative, the employee may elect to insure children only for \$10,000.

**Section I. Accidental Death Insurance.**

The State shall provide a State-sponsored Accidental Death Insurance Plan which has a benefit of \$100,000 in case of an employee's accidental death in line of duty.

**Section J. Payment of Insurance Premiums Upon Layoff.**

Employees laid off as a result of a reduction in force

1 may elect to prepay their share of premiums for medical,  
2 dental, vision, and life insurance for two (2) additional  
3 pay periods after layoff by having such premiums deducted  
4 from their last pay check. The Employer shall pay the  
5 Employer's share of premiums for medical, dental, vision,  
6 and life insurance for two (2) pay periods for employees  
7 selecting this option. Coverage for medical, dental,  
8 vision, and life insurance shall thereafter continue for  
9 these two (2) pay periods. Election of this option shall  
10 not affect the laid off employee's eligibility for health  
11 and life insurance coverage for up to three (3) years  
12 subsequent to layoff by directly paying the entire  
13 premium, as per current practice.

14 **Section K. Group Insurance Enrollment Upon Limited**  
15 **Term Recall.**

16 All employees covered by this Agreement who accept  
17 limited term recall into positions in these Bargaining  
18 Units are eligible for enrollment in all group insurance  
19 plans in which they were enrolled at the time of layoff.  
20 Coverages in such plans shall be the same as the coverage  
21 at the time of layoff. Eligibility for other benefits  
22 shall be in accordance with Appendix C of the Master  
23 Agreement. Such employees shall not be considered as  
24 temporary (less than 720 hours) employees.

25 **Section L. Open Enrollment Period.**

26 L-1. There will be an open enrollment period for all  
27 insurances on an annual basis. Employees in MSEA  
28 Bargaining Units may, at that time, make any necessary  
29 changes (i.e., change from HMO to State Health Plan, drop  
30 spouse, add spouse, drop or add dental, add vision, etc.)  
31 in their insurance coverage not already granted to them by  
32 the existing policies. The Employer will notify all  
33 employees fifteen (15) days prior to the open enrollment  
34 period. All changes must be made within the thirty (30)  
35 day open enrollment period. All changes will become  
36 effective the first day of the pay period beginning after  
37 the open enrollment period.

38 L-2. However, P.I. employees who in a fiscal year have  
39 been in pay status for 832 hours are eligible to enroll in  
40 the Group Dental, Life, and Vision Plans provided that the  
41 employee must elect to enroll in such Plan(s) within the  
42 first pay period after reaching 832 hours. The  
43 notification procedure outlined in L-1. of this Section  
44 does not apply to L-2.

45 L-3. When an employee moves to a new permanent  
46 residence outside of the service area of the HMO in which



he/she was enrolled, the employee shall be granted a 30 1  
calendar day open enrollment period from the date of the 2  
move to enroll in the State Health Plan or to enroll in 3  
another HMO serving the new residence area. 4

**Section M. Shift Premium Payment.** 5

**M-1.** Employees in MSEA Bargaining Units in classes at 6  
the levels indicated below are eligible for shift premium 7  
of 5% above straight-time rates, rounded to the nearest 8  
cent: 9

<u>Bargaining Units</u>	<u>Skill Levels</u>	
Labor & Trades	I - VII	11
Safety & Regulatory	I - V	12
Position Comparison System	1 - 12	13

**M-2.** Shift premium shall be paid to eligible employees 14  
for each shift where fifty percent (50%) or more of their 15  
regularly scheduled shift falls between the hours of 4:00 16  
p.m. and 5:00 a.m. 17

**M-3.** Shift premium shall be included as part of the 18  
regular rate for computation of the premium for overtime 19  
hours worked by eligible employees working regularly 20  
scheduled afternoon and night shifts. 21

**M-4.** Shift premium shall not be paid for holidays or 22  
leave time used. 23

**M-5.** The value of shift premium shall not be included 24  
in determining the value of fringe benefits which are 25  
based on pay rate; all fringe benefits will be based on 26  
the straight time pay rates. 27

**M-6.** Work requiring reassignment of employees from day 28  
shifts to afternoon or night shifts shall be paid shift 29  
premium as in the case of regularly assigned afternoon and 30  
night shifts. 31

**M-7.** When an employee takes the place of an absent 32  
worker the employee must be paid shift differential in 33  
addition to overtime unless both employees are not 34  
eligible for shift differential. 35

**Section N. Hazard Pay.** 36

**N-1.** Classes responsible for custody and supervision of 37  
inmates in addition to regular duties (formerly designated 38  
"P" rate classes) shall receive \$.40 per hour above 39  
regular rates. 40

1 N-2. Eligibility for "P" rate shall be as follows:

2 a. Is responsible on a regular and recurring basis  
3 for the custody or supervision of residents under  
4 the jurisdiction of the Department of Corrections,  
5 Bureau of Correctional Facilities;

6 b. Is assigned to a position within the security  
7 perimeter of an institution within the Bureau of  
8 Correctional Facilities;

9  
10 c. Is assigned to a work station within a  
11 Department of Corrections, Bureau of Correctional  
12 Facilities institution which involves regular and  
13 recurring contact (25% or more of work time) with  
14 the Department of Corrections residents. Any  
15 disputes arising under this paragraph shall be  
16 resolved by the Michigan State Employees  
17 Association and the Office of the State Employer;

18  
19 d. Works in a "covered position" within the  
20 meaning of P.A. 351 of 1988, as may be amended;

21 e. Is assigned to replace an employee receiving  
22 hazard pay within a security perimeter for the  
23 period of such replacement, provided s/he replaces  
24 the employee for a minimum of a seven (7) hour  
25 work day and any consecutive scheduled work. The  
26 Employer agrees that it shall not reassign  
27 employees for the purpose of avoiding the payment  
28 of hazard pay under this sub-paragraph.

29 N-3. Positions in departments other than Department of  
30 Corrections must supervise residents assigned from  
31 Department of Corrections, Bureau of Correctional  
32 Facilities.

33 N-4. Incidental contact such as passing by a resident  
34 porter does not qualify a position for hazard pay.

35 N-5. In addition, those positions eligible for "P" rate  
36 which are:

37 a. Assigned to close, maximum and administrative  
38 segregation work units within the security  
39 perimeter of a Department of Corrections, Bureau  
40 of Correctional Facilities institution which is  
41 designated by the Michigan Corrections Commission  
42 as having 1) a close, maximum or administrative  
43 segregation overall rating, or 2) a close or

medium overall rating which would contain an administrative segregation unit; and

b. Occupied by a Bargaining Unit employee having two (2) years (4,176 hours) or more of continuous service in the Bargaining Unit;

shall receive an additional ten cents (\$.10) per hour [for a total of fifty cents (\$.50) per hour].

**Section O. Personal Leave Days.**

Permanent full-time non-probationary employees shall receive two (2) personal leave days (16 hours) to be used in accordance with normal requirements for annual leave usage. Such leave shall be granted to less-than-full-time, non-probationary permanent employees on a pro-rata basis in accordance with current practice regarding holidays. Such leave grant shall be extended to employees returning from leave of absence on their return. Such leave time shall be granted to persons entering the Bargaining Units (for example, recall from layoff) on a pro-rata basis. However, no employee shall be entitled to more than one grant of personal leave in each fiscal year. Such leave shall be credited to the employee's annual leave balances on each October 1.

**Section P. Longevity.**

Effective October 1, 1993 the longevity schedule in Appendix M shall be applicable to employees in these Units.

**Section Q. Holidays.**

Q-1. The following are designated holidays:  
New Year's Day                      Veteran's Day  
Martin Luther King Day              Thanksgiving Day  
President's Day                      Thanksgiving Friday  
Memorial Day                      Christmas Eve Day  
Independence Day                      Christmas Day  
Labor Day                      New Year's Eve Day

Q-2. Eligibility and compensation for holidays shall continue in accordance with current practice. See Appendix C.

Q-3. At the discretion of the Appointing Authority and with the approval of their immediate supervisor, employees may elect to work Veteran's Day and take the following Friday off. In the event such approval is denied, employees shall not have the right to file grievances related thereto.

1 **Section R. Severance Pay.**

2 In recognition of the fact that the  
3 deinstitutionalization of the Department of Community  
4 Health resident population has resulted and will continue  
5 to result in the layoff of a large number of State  
6 employees, and in recognition of the fact that such  
7 layoffs are likely to result in the permanent termination  
8 of the employment relationship, the parties hereby agree  
9 to the establishment of severance pay for certain  
10 employees.

11 **R-1. Definitions.**

12 **R-1.a.** Layoff - For purposes of this Section, layoff is  
13 defined as the termination of active State employment  
14 solely as a direct result of a reduction in force. Other  
15 separations from active State employment such as leaves of  
16 absence, resignation, suspension or dismissal shall not be  
17 considered a layoff under the terms of this Section.

18 **R-1.b.** Week's Pay - Week's pay is defined as an  
19 employee's gross pay for forty (40) hours of work at  
20 straight time excluding such things as shift differential  
21 and "P" rate at the time of layoff.

22 **R-1.c.** Year of Service - Year of service is defined as  
23 2088 hours recorded in the PPS Continuous Service Hours  
24 Counter (see schedule).

25 **R-2. Eligibility.** The provisions of this Section shall  
26 apply only to Department of Community Health agency-based  
27 employees with more than one (1) year of service who have  
28 been laid off because of a reduction in the resident  
29 population in State institutions. Further, the following  
30 employees shall not be eligible to receive severance pay:

31 **R-2-a.** Employees who are in less than satisfactory  
32 employment status.

33 **R-2-b.** Employees with a temporary or limited term  
34 appointment having a definite termination date.

35 **R-3. Time and Method of Payment.** After an employee has  
36 been laid off for six (6) months in accordance with the  
37 provisions of this Section, he/she shall be notified by  
38 the Agency in writing that he/she has the option of  
39 remaining on the recall list(s) or of accepting a lump sum  
40 severance payment and thereby forfeiting all recall  
41 rights. The employee must notify the Agency in writing of  
42 his/her decision either to accept the severance payment or

to retain recall rights. An employee who does not notify the Agency in writing of his/her decision shall be deemed to have elected to retain recall rights.

If the employee chooses to remain on recall and rejects the payment, the employee has the option at any time within the next six (6) months of accepting the lump sum severance payment and thereby forfeiting all recall rights. An employee who reaches such decision during the second six (6) month period shall notify the Agency in writing of his/her decision.

An employee who has been laid off for twelve (12) months shall be notified by the Agency in writing that he/she must choose either to accept the lump sum severance payment or to reject such payment. By rejecting such payment, the employee shall retain recall rights in conformance with the provisions of this Agreement and shall have no further opportunity to receive severance payment. The employee must notify the Agency in writing of his/her decision within fourteen (14) calendar days of receipt of the Agency's notification. An employee who does not notify the Agency in writing of his/her decision to accept the severance payment shall be deemed to have permanently rejected such payment and to have retained recall rights in accordance with Article 12. If an employee elects to accept the lump sum payment, the employee's name shall be removed from all recall lists and such payment shall be made by the Agency within sixty (60) calendar days of receipt of the employee's decision.

**R-4. Disqualification.** An employee laid off as defined in this Section who has not elected in writing to accept severance payment shall be disqualified from receiving such payment under the following conditions:

**R-4-a.** If the employee is deceased.

**R-4-b(1).** If the employee is hired for any position within the State classified service:

- o If such employment requires a probationary period, upon successful completion of such period.
- o If no probationary period is required, upon date of hire.
- o If a probationary period is required and the employee does not successfully complete such required probationary period and is therefore

1 separated, such time of employment shall be  
2 bridged for purposes of the time limits in Sub-  
3 section R-3. above.

4 **R-4-b(2).** If the employee is hired for any position  
5 outside of the State classified Civil Service and the  
6 initial base hourly rate for that new employment is 75  
7 percent or more of the employee's final base hourly rate  
8 of the Bargaining Unit position from which she/he was laid  
9 off.

10 **R-4-c.** An employee who refuses recall to or new State  
11 employment hiring within a thirty (30) mile radius in the  
12 tri-county area of Wayne, Oakland, and Macomb or fifty  
13 (50) mile radius outstate of the Agency from which he/she  
14 was laid off. The same radius shall apply to an employee  
15 who refuses a position with any other department of the  
16 State.

17 **R-4-d.** An employee permanently recalled to another job in  
18 State government.

19 **R-5. Effect of Recall.**

20 **R-5-a.** An employee temporarily recalled for sixty (60)  
21 calendar days or less shall have such time bridged for  
22 purposes of counting the time in accordance with Sub-  
23 section R-3. above.

24 **R-5-b.** An employee permanently [more than sixty (60)  
25 calendar days] recalled to a position in this Bargaining  
26 Unit and subsequently laid off shall have the same rights  
27 as if he/she were laid off for the first time. The time  
28 limits listed in Sub-section R-3. above shall be applied  
29 from the date of the most recent layoff.

30 **R-6. Effect of Hiring.** If an employee has accepted  
31 severance payment and is hired in the State classified  
32 service or into a State-funded position caring for  
33 residents within two (2) years of the acceptance of  
34 severance payment, such employee shall repay to the State  
35 the full net (gross less employee's FICA and income taxes)  
36 amount of the severance payment received. Such repayment  
37 shall not be required until after the employee has  
38 successfully completed a required probationary period.  
39 Once such employee has successfully completed the required  
40 probationary period, that employee shall have a one (1)  
41 year period to make the repayment to the Agency from which  
42 the severance payment was received. The details of the  
43 method and time schedule for such repayment shall be

discussed between the employee and the Agency and reduced to writing and signed by the employee and the Appointing Authority or designee of the Agency. In cases of unusual hardship and by mutual consent the one (1) year period may be extended.

**R-7. Payment.** An employee who elects in writing to receive severance pay shall receive an explanation of the terms of such severance pay. The Office of the State Employer shall develop a form which explains to such employee all the conditions attendant to acceptance of severance pay.

The employee and Appointing Authority or designee shall sign this form and the signatures shall be witnessed. No employee is entitled to receive severance pay until and unless he/she has signed the above mentioned form. The employee shall receive a carbon copy of the signed form.

The Employer shall deduct from the amount of any severance payment any amount required to be withheld by reason of law or regulation for payment of taxes to any federal, state, county or municipal government. Eligible employees as indicated in Sub-sections R-1. through R-6. above shall receive severance payment according to the following schedule:

**R-7-a.** Employees who have from one (1) through five (5) years of service: One (1) week's pay for every full completed year of service, years 1-5;

**R-7-b.** Employees who have more than six (6) full years of service: Two (2) week's pay for every full completed year of service, years 6-10;

**R-7-c.** Employees who have more than eleven (11) full years of service: Three (3) week's pay for every full completed year of service from year 11 on. For amounts, see following schedule.

Employees who work less than full-time (80 hours per pay period) shall be eligible in accordance with Sub-sections R-1. through R-6. above, to receive a proportional severance payment in accordance with the following formula:

The Agency shall calculate the average number of hours such employee worked for the calendar year preceding such employee's layoff. This number shall then be used to

1 determine the proportion of such employee's time in  
2 relation to full-time employment. This proportion shall  
3 then be applied to the above payment schedule for purposes  
4 of payment. See following example.

5 However, no employee shall be entitled to receive  
6 more than fifty-two (52) weeks of severance pay.

7 **R-8. Effect on Retirement.** The acceptance or rejection  
8 of severance pay shall have no effect on vested pension  
9 rights under the Retirement Act. The parties agree that  
10 the severance payment shall not be included in the  
11 computation of compensation for the purpose of calculating  
12 retirement benefits and will seek and support statutory  
13 change if such legislation is necessary to so provide.

14 **R-9. Effective Date.** The provisions of this Section  
15 shall apply to employees in the Labor & Trades and Safety  
16 & Regulatory Units in the Department of Community Health  
17 laid off on or after October 1, 1983.

	<u>SEVERANCE PAY SCHEDULE</u>		
	<u>Hours</u>	<u>Years</u>	<u>Week's Pay</u>
18			
19			
20	2088 - 4176	1	1
21	4177 - 6264	2	2
22	6265 - 8352	3	3
23	8353 - 10440	4	4
24	10441 - 12528	5	5
25	12529 - 14616	6	7
26	14617 - 16704	7	9
27	16705 - 18792	8	11
28	18793 - 20880	9	13
29	20881 - 22968	10	15
30	22969 - 25056	11	18
31	25057 - 27144	12	21
32	27145 - 29232	13	24
33	29233 - 31320	14	27
34	31321 - 33408	15	30
35	33409 - 35496	16	33
36	35497 - 37584	17	36
37	37585 - 39672	18	39
38	39673 - 41760	19	42
39	41761 - 43848	20	45
40	43849 - 45936	21	48
41	45937 - 48024	22	51
42	48025 - 50112	23	52
43	50113 - 52200	24	52
44	52201 - 54288	25	52
			Etc.



**EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL-TIME EMPLOYEE** 1

Average number of hours worked in previous calendar year: 2  
1980 3

Full time employee hours: 2088 4

Proportion (or percentage)  $\frac{1980}{2088} = 94.8\%$  5  
2088 6

.948 x \$\$P. = \$Gross Amount to be paid 7

S.P. = Severance Payment from schedule 8

**R-10.** Effective October 1, 1996, the special severance 9  
fund will be continued at the level of \$2,875,000. 10  
Employees who are indefinitely laid off will be eligible 11  
for severance payments from the fund in accordance with 12  
this Section. The provisions of this Sub-section will not 13  
apply to Department of Community Health employees entitled 14  
to severance pay under this Section and severance payments 15  
to those employees shall not be paid from this fund. 16

Money remaining in the fund on September 30, 1999, 17  
will not be carried over into the next fiscal year. 18

**Section S. Deferred Compensation.** 19

Employees who are laid off from State employment 20  
and who have been enrolled in the State's Deferred 21  
Compensation Program (Appendix J/K) shall be provided with 22  
a written explanation of their options regarding their 23  
contributions made to the Plan. Such written explanation 24  
shall fully outline and be only limited by governing IRS 25  
Regulation 457 and the State's IRS approved Deferred 26  
Compensation Plan as outlined in Appendix J. 27

**Section T. Reimbursement Rates - Travel.** 28

Employees shall be entitled to travel 29  
reimbursement at the rates and in accordance with the 30  
Standardized Travel Regulations and the Department of 31  
Management and Budget Administrative Manual 5-3-1 which 32  
are in effect on the date(s) of travel. 33

**Section U. A Qualified 401(k) Tax-Sheltered Plan.** 34

The qualified 401(k) Tax-Sheltered Plan currently 35  
in effect shall be continued for employees in these 36  
Bargaining Units as outlined in Appendix K. 37

**Section V. Group Auto and Homeowners Plan.** 38

Employees in these Bargaining Units shall, upon 39  
completion of a successful bidding process, be eligible 40  
for enrollment in a Group Auto and Homeowners Plan with 41  
the employee to pay the entire cost of any premiums. 42

1 **Section W. Flexible Compensation Plan.**

2 The Employer shall maintain the current flexible  
3 compensation plan for employees in these Bargaining Units.  
4 See Appendix L.

5 Effective October 1, 1989, employees in these  
6 Bargaining Units will be eligible to participate in the  
7 State of Michigan dependent care and medical spending  
8 accounts authorized in accordance with Section 125 of the  
9 Internal Revenue Service Code.

10 **Section X. Safety Shoes.**

11 Effective October 1, 1994, the allowance paid by  
12 the Employer for the purchase of any required safety shoes  
13 in accordance with the provisions of Article 22, Section  
14 E., shall be the actual cost of such shoes up to a maximum  
15 reimbursement of \$90. Effective October 1, 1996, the  
16 maximum reimbursement shall be \$100.

17 When an employee presents medical evidence of the  
18 need for an orthopedic safety shoe the Employer shall  
19 reimburse the actual cost of the orthopedic safety shoe  
20 not otherwise covered by the health insurance.

21 **Section Y. Child Care.**

22 A Joint Study Committee shall be established  
23 within ninety (90) days of the effective date of this  
24 Agreement to examine the issue of child care. It is the  
25 intent of the parties that this Committee will assess  
26 child care needs and will evaluate the merits of various  
27 child care assistance programs including programs designed  
28 to assist employees in locating and obtaining quality  
29 child care services. The Committee's report will be  
30 prepared within ten (10) months of the effective date of  
31 this Agreement. Child care assistance programs may be  
32 implemented by mutual agreement.

33 **Section Z. Conservation Officer Per Diem.**

34 Effective October 1, 1989, Conservation Officers  
35 I, II and III shall receive a \$3.00 per diem for emergency  
36 response. This shall be paid quarterly in January, April,  
37 July and October.

38 **Section AA. Effective Date.**

39 This Article shall be effective on October 1,  
40 1996, unless otherwise specified.

**ARTICLE 44**

**PRINTING OF THE AGREEMENT**

The Employer and MSEA shall jointly proof this Agreement against the tentative Agreement ratified by the parties and shall agree upon a common cover color and format prior to final printing and distribution. The Agreement may be printed by the Department of Management and Budget Reproduction Services. The Employer shall be responsible for the cost of its own copies of this Agreement. MSEA shall be responsible for the cost of its own copies and copies to be provided to employees in the Bargaining Unit. A copy of this Agreement shall be available to be consulted by an employee upon request in the office of every supervisor of employees covered by this Agreement.

**ARTICLE 45**

**MSEA INFORMATION TO THE EMPLOYER**

MSEA agrees to furnish the following information in writing to the Employer:

1. A list of Designated Stewards and their respective jurisdictions annually.
2. A list of State Officers, Regional Directors, and Local Presidents.
3. MSEA Constitution.
4. Current MSEA Office(s) mailing addresses and phone numbers.

Any changes or additions to the above information shall be forwarded to the Employer by MSEA in writing as soon as such changes are made.

**ARTICLE 46**

**NO STRIKE - NO LOCKOUT**

**Section A. No Strike.**

The Employer and MSEA recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, neither MSEA, either individually or through its members, nor any employees covered by this Agreement, will authorize,

1 instigate, condone, or take part in any strike, work  
2 stoppage, slowdown or other concerted interruption of  
3 operations of services by employees, and employees will  
4 maintain the full and proper performance of duties in the  
5 event of a strike.

6 When the Employer notifies MSEA by certified mail  
7 that any of the employees in these Representation Units  
8 are engaged in any such strike activity, MSEA shall  
9 immediately inform such employees that strikes are in  
10 violation of this Agreement and contrary to the Employee  
11 Relations Policy.

12 **Section B. No Lockout.**

13 The Employer agrees that neither it, its officers,  
14 agents nor representatives, individually or collectively,  
15 will authorize, instigate, or condone, or take part in,  
16 any lockout.

17 **ARTICLE 47**

18 **EFFECT OF CIVIL SERVICE COMMISSION RULES AND**  
19 **COMPENSATION PLAN**

20 The parties recognize that, except as otherwise  
21 provided in this Agreement, they are subject to the  
22 current Rules and Compensation Plan of the Michigan Civil  
23 Service Commission. The parties therefore adopt and  
24 incorporate herein such Rules and Compensation Plan  
25 provided that the subject matter of such Rules and  
26 Compensation Plan is not covered in this Agreement.

27 Except for Commission Rules governing prohibited  
28 subjects of bargaining, if the subject matter of any such  
29 Rule or provision of the Compensation Plan is addressed in  
30 this Agreement, the provisions of this Agreement shall  
31 govern entirely.

32 Except for Commission Rules governing prohibited  
33 subjects of bargaining, where any provision of this  
34 Agreement is in conflict with any current Commission Rule  
35 or provision of the Compensation Plan, the parties will  
36 regard Commission ratification of this Agreement, without  
37 exception, as an expression of policy by the Commission  
38 that the parties are to be governed by the provisions of  
39 this Agreement.

**ARTICLE 48**  
**SEVERABILITY**

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In the event that any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

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**ARTICLE 49**  
**PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES**

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1. Permanent-intermittent employees shall be used only for job assignments which are characterized by periodic, irregular or cyclical scheduling. Permanent-intermittent employees shall not be used for the purpose of eroding permanent full-time employment.

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2. Permanent-intermittent and part-time employees are entitled to all benefits in accordance with Appendix C. Seniority is accrued in accordance with Article 11, based on hours worked.

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

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

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5. Permanent-intermittent and part-time employees who have acquired status shall have transfer rights to other permanent-intermittent and part-time positions in

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41

1 accordance with Article 13, Assignment and Transfer.  
2 Further, permanent-intermittent and part-time employees  
3 who have acquired status shall have transfer rights to  
4 other permanent full-time and part-time positions in  
5 accordance with Article 13, Assignment and Transfer.

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

12 7. Permanent-intermittent and part-time employees who  
13 work an assigned shift and who, after returning home, are  
14 called back to work will be paid in accordance with the  
15 callback provisions as outlined in Article 14, Section H.

## 16 **ARTICLE 50**

### 17 **SECONDARY NEGOTIATIONS**

18 The parties acknowledge and agree that no secondary  
19 negotiations may take place except as specifically  
20 authorized by an Article of this Agreement. The parties  
21 agree to extend the life of secondary agreements and  
22 Letters of Understanding relative to the administration  
23 thereof until such time as new secondary agreements have  
24 been negotiated and ratified. It is understood and agreed  
25 that no provision of a secondary agreement may take  
26 precedence over any provision of this (primary) Agreement.  
27 Thus, if a conflict arises between a provision of this  
28 Agreement and a provision of a secondary agreement the  
29 provisions of this primary Agreement rather than the  
30 secondary shall prevail.

31 The parties shall meet to negotiate secondary  
32 agreements no later than sixty (60) days after Civil  
33 Service Commission approval of this primary Agreement.  
34 These negotiations shall continue, with regular meetings  
35 as mutually agreed, for no longer than sixty (60) calendar  
36 days and may include mediation as agreed to by the parties  
37 or required by the Employee Relations Policy. Should the  
38 parties fail to agree on items properly referred to  
39 secondary negotiations, the outstanding items may be  
40 submitted to Impasse in a manner similar to Section 6-9 of  
41 the Employee Relations Policy.

42 Prior to the actual signing of a complete tentative  
43 secondary agreement(s) by the Departments and the Union

Spokesperson, the Office of the State Employer and the  
MSEA President shall have four (4) work days from receipt  
of the Agreement to concurrently review and approve or  
disapprove the tentative Agreement. Thereafter, any  
signing of tentative Agreements shall not require further  
review or approval of the Office of the State Employer or  
MSEA.

Any agreements reached in secondary negotiations  
shall not be final until ratified by MSEA and the Civil  
Service Commission.

## ARTICLE 51 11

### LABOR-MANAGEMENT COUNCIL 12

The parties agree to establish a Labor-Management  
Council composed of the President of MSEA or his/her  
designee, the Director of the Office of the State Employer  
or his/her designee, and four (4) members selected by the  
Union and four (4) members selected by the Office of the  
State Employer. This Council shall meet at agreed times  
and places, but at least quarterly to examine and attempt  
to resolve issues of interdepartmental impact and/or  
statewide concerns.

This Council will seek the advice and assistance of  
the Federal Mediation and Conciliation Service (FMCS) in  
becoming established.

This committee shall commence meetings no later than  
March 31, 1989.

## ARTICLE 52 27

### INTEGRITY OF THE BARGAINING UNIT 28

1. The Employer recognizes that the integrity of the  
Bargaining Units is of significant concern to MSEA.  
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 MSEA Bargaining Units 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 on the effective date of  
this Agreement. In no event shall such assignments be  
made for the purpose of reducing or eroding the Bargaining

1 Units.

2 2. The Employer may continue to utilize such programs as  
3 the type listed below, provided the primary purpose of  
4 such programs shall be to supplement ongoing activities or  
5 to provide training opportunities.

- 6 - Student Work Experience
- 7 - CETA Program Employees
- 8 - Patient/Employee Programs
- 9 - Seasonal Recreation Programs
- 10 - Volunteer Programs
- 11 - WIN/GA Experience Programs
- 12 - Prisoner/Employee Programs & etc.

13 The Employer will provide MSEA with information which  
14 permits the Association to monitor the implementation of  
15 such programs, if not already provided. It is the intent  
16 that an Association allegation that such a program is  
17 being used by the Employer as a substitute, rather than a  
18 supplement, for ongoing State employee activities, or  
19 causes layoffs or such programs are used to avoid the  
20 recall of Bargaining Unit employees, shall be grievable  
21 under the provisions set forth in this Agreement.

22 3. Supervisory employees shall be permitted to perform  
23 Bargaining Unit work to the extent that such work is a  
24 part of their duties as provided in the Civil Service  
25 class specifications or to the extent that such assignment  
26 is a matter of customary practice on the effective date of  
27 this Agreement, in case of training (including  
28 demonstration of the proper method of completing the task  
29 assigned), temporary work relief, or in the case of  
30 emergency. In those cases where lead workers are  
31 performing some supervisory duties, the parties agree that  
32 such employees shall not be considered supervisory for  
33 purposes of this Section.

34 4. The Employer recognizes its obligation to utilize  
35 Bargaining Unit members in accordance with the merit  
36 principles of the Civil Service Commission. The Employer  
37 reserves the right to use contractual service where  
38 necessary or desirable to provide cost-effective,  
39 efficient services to the public.

40 The Employer agrees to make reasonable efforts (not  
41 involving a delay in implementation) to avoid or minimize  
42 the impact of such sub-contracting upon bargaining unit  
43 employees.



Whenever the Employer intends to contract out, sub-contract services or renew such contracted services, the Employer shall, as early as possible, but at least fifteen (15) calendar days prior to the implementation of the contract, sub-contract or contractual services renewal, give written notice of its intent to MSEA. When a contract in excess of \$250,000 is to be submitted to Civil Service notice shall be provided to MSEA at least forty (40) calendar days prior to the implementation of the contract. Notice shall consist of a copy of the request made to Civil Service unless such a request is not required, in which case, a copy of the contract will be provided. The Employer will indicate on the CS-138 form the date that notice of the sub-contract was provided to the Union. The notice shall include such matters as:

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

2. The proposed duration and cost of such sub-contracting;

3. The rationale for such sub-contracting unless pre-authorized.

The Employer shall, upon written request, meet and confer with the Union over the impact of the proposed contractual services upon the Bargaining Units.

5. MSEA may propose alternatives to sub-contracting. Such meeting shall occur within ten (10) calendar days [fifteen (15) calendar days in the case of a contract in excess of \$250,000] from the date of notice to MSEA. Such discussions shall not serve to delay implementation of the Employer's decisions or preclude MSEA from challenging the contractual personal service request.

6. The Employer shall also provide MSEA, upon written request, information necessary to monitor the implementation, including costs, of the contract or sub-contract. If the volume of the information requested under this Section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.

ARTICLE 53

TERMINATION OF AGREEMENT

This Agreement shall be effective upon Civil Service Commission ratification, and shall continue in full force and effect until midnight, December 31, 1998, and thereafter from year to year unless either party gives written notice to the other of its intention to amend or terminate this Agreement by April 1 of the final year of this Agreement. This Agreement completes the parties obligation to bargain over Article 43, Compensation, for Fiscal Years 1996-97, 1997-98, and 1998-99.

In witness whereof, the parties hereto have set their hands:

**MICHIGAN STATE EMPLOYERS ASSOCIATION**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

**STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER**

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

### MSEA Bargaining Team

John Denniston  
Marty J. Goodman  
Norman L. Jones  
Mary L. Rozich  
Alan T. Clark  
Sharon Jones  
Lambert Solak  
Kurt A. Hogue  
Martin Mariano

### Management Bargaining Team

Eileen Kleuckling	Office of the State Employer
Jan Miller	Office of the State Employer
Kenneth Holzman	Military Affairs
Riley Lentz	Natural Resources
Jinger Andrews	Transportation
Susan Lotus	State Police
Jim DeForest	Management & Budget
Debra LaPine	Commerce
Tom Adams	Community Health
David Trakul	Family Independence Agency
David Silsbury	Corrections

## APPENDIX A

### SAFETY AND REGULATORY UNIT - A02

Ref: Article 3, Recognition

Eligibility for overtime compensation for employees in the classifications listed below shall be in accordance with the code indicated below which is defined in Article 15, Section B.

**Position**

<u>Number</u>	<u>Classification</u>	<u>Code</u>
2060101	Attorney General Invstg. 9	2
2060102	Attorney Gen Invstg 10	2
2060103	Attorney Gen Invstg E11	2
4041304	Auto Regulation Investigator 10	2
4041305	Auto Regulation Investigator E11	2
4041306	Auto Regulation Investigator 12	2
4000101	Beach Guard E6	1
4040204	Boiler Inspector E11	2
4000201	Bridge Safety Officer 6	1
4000202	Bridge Safety Officer E7	1
4040304	Building Code Inspector E11	2
7067204	Child Support Spl. 9	2
7067205	Child Support Spl. 10	2
7067206	Child Support Spl. P11	2
7078807	Child Support Spl. 12	3
2000701	**Conservation Officer (RCRT) 10	
2000201	**Conservation Officer 10	
2000202	**Conservation Officer E11	
2040103	**Conservation Officer 12	
2040104	**Conservation Officer 13	
4040404	Construction Safety Inspector E11	2
4040405	Construction Safety Inspector 12	3
4040406	Construction Safety Inspector 13	3
4020204	Corrections Investigator 10	2
4020205	Corrections Investigator E11	2
4020206	Corrections Investigator 12	2
4041204	Electrical Inspector E11	2
4040604	Elevator Inspector E11	2
4031103	Emissions Testing Station Inspttr 9	2
4031104	Emissions Testing Station Inspttr E10	2
4000301	Fire and Safety Officer 6	1
4000302	Fire and Safety Officer E7	1
4020603	Fire and Safety Officer 8	1
4091402	Fire/Crash Rescue Officer 8	
4091403	Fire/Crash Rescue Officer E9	
4091404	Fire/Crash Rescue Officer 10	
4031303	Fire Safety Inspector 9	1
4040804	Fire Safety Inspector E10	1
4091002	Forest Fire Officer 7	1
4020803	Forest Fire Officer 8	1
4020804	Forest Fire Officer E9	1

4020805	Forest Fire Officer 10	1
4000401	Fruits/Vegetable Inspector Seasonal-6	2
4010802	Fruits/Vegetable Inspector 8	2
4030403	Fruits/Vegetables Inspector 9	2
4030404	Fruits/Vegetables Inspector E10	2
4031403	Hzdrs Mtls Strge Insptr 9	1
4041404	Hzdrs Mtls Strge Insptr E10	1
4041405	Hzdrs Mtls Strge Insptr 11	1
4041406	Hzdrs Mtls Strge Insptr 12	1
4040904	Mechanical Code Inspector E11	2
4060705	Motor Carrier Investigator 11	1
4091203	Motor Carrier Officer (RCRT) 9	1
4090303	Motor Carrier Officer 9	1
4090304	Motor Carrier Officer E10	1
4030703	Occupational Safety Inspector 10	2
4030704	Occupational Safety Inspector E11	2
4041505	Occupational Safety Inspector 12	3
4041506	Occupational Safety Inspector 13	3
1996907	Park Manager 07	1
4000501	Park Ranger 6	1
4000502	Park Ranger E7	1
4021003	Park Ranger 8	1
4000601	Parking Officer 6	1
4000602	Parking Officer E7	1
4000603	Parking Officer 8	1
4000702	Plant/Apiary Aide E7	2
4041004	Plumbing Inspector E11	2
4031003	Railroad Safety Inspector 10	2
4031004	Railroad Safety Inspector E11	2
8051704	Regulation Agent 9	2
8051705	Regulation Agent 10	2
8051706	Regulation Agent P11	2
8061707	Regulation Agent 12	2
4060305	Regulatory Investigator VB	2
4041104	Ski Lift/Carnival Ride Inspector E11	2
4091302	State Props Security Officer(Rcrt) 7	1
4090202	State Props Security Officer 7	1
4090203	State Props Security Officer E8	1
4030804	Vehicle Inspector IV	1
4030903	Weights/Measures Inspector 9	2
4030904	Weights/Measures Inspector E10	2

Some employees in the following classes may be included depending on specific duties of the position.

9401904	Professional Trainee 9	1 or 2
9401001	State Worker 4	1

\*\*Employees in these classes are law enforcement.

**APPENDIX B****LABOR AND TRADES UNIT -- A31**

Ref: Article 3 - Recognition

All of the following classifications in the Labor and Trades Unit are entitled to overtime pay. (All code 1)

**Position**

<b><u>Number</u></b>	<b><u>Classification</u></b>
1036004	Aircraft Mechanic 9
1036005	Aircraft Mechanic E10
1036006	Aircraft Mechanic 11
1036103	Automotive Body Repairer 8
1036104	Automotive Body Repairer E9
1040205	Automotive Body Repairer 10
1036203	Automotive Mechanic 8
1036204	Automotive Mechanic E9
1040305	Automotive Mechanic 10
1001501	Bridge Operator 6
1001502	Bridge Operator 7
1010203	Bridge Operator E8
1001701	Bridge Worker 6
1001702	Bridge Worker 7
1010303	Bridge Worker E8
1023004	Bridge Worker 9
1040405	Building Trades Crew Leader E10
1036303	Carpenter 8
1036304	Carpenter E9
1040505	Carpenter 10
1037504	Central Control Operator E9
1037505	Central Control Operator 10
1037703	Communications Network Installer 8
1037704	Communications Network Installer E9
1042405	Communications Network Installer 10
1030503	Electrician 8
1030504	Electrician E9
1040605	Electrician 10
1037304	Electrician - Licensed E10
1042105	Electrician - Licensed 11
1037604	Elevator Repairer-Licensed E10
1000102	Equipment Operator 7
1010403	Equipment Operator E8
1020204	Equipment Operator 9
3011505	Facilities Manager V
1020303	Farm Crew Leader 8
1020304	Farm Crew Leader E9
1000202	Farmer E6
1020603	Groundskeeper E8
1020604	Groundskeeper IV
1020605	Groundskeeper V

1020704	Industries Production Leader 9
1020705	Industries Production Leader E10
3000402	Janitor E5
3011003	Janitor 6
1970903	Janitor 03
1000301	Laborer 5
1000302	Laborer E6
1000402	Liquor Store/Stock Worker 7
1010603	Liquor Store/Stock Worker E8
1021004	Liquor Store/Stock Worker 9
1036404	Locksmith E9
1040705	Locksmith 10
1030704	Machinist E9
1042305	Machinist 10
1030803	Maintenance Mechanic 8
1030804	Maintenance Mechanic E9
1041005	Maintenance Mechanic 10
1031003	Mason-Plasterer 8
1031004	Mason-Plasterer E9
1041105	Mason-Plasterer 10
1001101	Microfilm Machines Operator 5
1001102	Microfilm Machines Operator E6
1022303	Microfilm Machines Operator 7
1000502	Motor Vehicle Operator E6
1010803	Motor Vehicle Operator 7
1031104	Office Machines Repairer E9
1031203	Painter 8
1031204	Painter E9
1041205	Painter 10
1031303	Plumber 8
1031304	Plumber E9
1041305	Plumber 10
1037204	Plumber-Licensed E10
1042005	Plumber-Licensed 11
1031403	Power Plant Operator 8
1031404	Power Plant Operator E9
1041405	Power Plant Operator 10
1001201	Printing Keyliner 6
1001202	Printing Keyliner 7
1001203	Printing Keyliner E8
1022404	Printing Keyliner 9
1001301	Printing Typesetter 6
1001302	Printing Typesetter 7
1001303	Printing Typesetter E8
1022504	Printing Typesetter 9
1031504	Refrigeration Mechanic E9
1041605	Refrigeration Mechanic 10
1037404	Refrigeration Mechanic-Licensed E10
1042205	Refrigeration Mechanic-Licensed 11
1000601	Reprod Machines Operator 5

1000602	Reprod Machines Operator E6
1037103	Reprod Machines Operator 7
1037104	Reprod Machines Operator 8
1036504	Reprod Machines Repairer E9
1036505	Reprod Machines Repairer 10
1021404	Reprod Machines Supv IV
1036803	Steeplejack 8
1036804	Steeplejack E9
1041905	Steeplejack 10
1000801	Storekeeper 5
1000802	Storekeeper E6
1021903	Storekeeper 7
1036904	Television Equipment Repairer E9
1000902	Trades Helper E6
1001601	Transportation Maintenance Worker 6
1011202	Transportation Maintenance Worker 7
1011203	Transportation Maintenance Worker E8
1022604	Transportation Maintenance Worker 9
1031703	Wastewater Treatment Plant Operator 8
1031704	Wastewater Treatment Plant Operator E9
1031705	Wastewater Treatment Plant Operator 10
1001402	Water Sites Operator 7
1011403	Water Sites Operator E8
1021204	Water Sites Operator 9
1037004	Welder E9
1037005	Welder 10

Some employees in the following classes may be included depending on specific duties of the position.

9401904	Professional Trainee 9
9401001	State Worker 4



**APPENDIX C - PAGE 1  
EMPLOYEE BENEFITS ELIGIBILITY CHART**

**DEFINITION OF APPOINTMENT DURATION**

**DEFINITIONS:**

- |                                  |   |
|----------------------------------|---|
| <b>1. PERMANENT</b>              | APPOINTMENT IS EXPECTED TO LAST INDEFINITELY.   |
| <b>2. LIMITED TERM</b>           | APPOINTMENT HAS A SPECIFIC EXPIRATION DATE.   |
| <b>3. TEMPORARY (NON-CAREER)</b> | APPOINTMENT IS EXPECTED TO LAST LESS THAN 720 HOURS AND HAS A SPECIFIC EXPIRATION DATE. |

**DEFINITION OF APPOINTMENT TYPE**

**DEFINITIONS:**

- |                            |   |
|----------------------------|---|
| <b>1. FULL-TIME</b>        | THE REGULAR WORK SCHEDULE CONSISTS OF 80 HOURS PER BI-WEEKLY PAY PERIOD.  |
| <b>2. PART-TIME/HOURLY</b> | THE REGULAR WORK SCHEDULE CONSISTS OF LESS THAN 80 HOURS PER BI-WEEKLY PAY PERIOD - USUALLY SET HOURS.                            |
| <b>3. INTERMITTENT</b>     | SCHEDULED WORK HOURS ARE BASED ON THE NEEDS OF THE EMPLOYER. THE SCHEDULE MAY VARY BETWEEN 0 - 80 HOURS PER BI-WEEKLY PAY PERIOD. |
| <b>4. SEASONAL</b>         | REGULAR WORK SCHEDULE IS NORMALLY FOR SPECIFIC PARTS OF THE YEAR. SCHEDULED WORK HOURS ARE BASED ON THE NEEDS OF THE EMPLOYER.    |

BENEFIT	PERMANENT/LIMITED TERM	TEMPORARY (NON-CAREER)
INITIAL ANNUAL LEAVE	CREDIT 18 HOURS UPON APPOINTMENT TO POSITION	NOT ELIGIBLE

**NOTE:**

1. INITIAL GRANT IS AVAILABLE FOR IMMEDIATE USE.
2. NOT MORE THAN 18 HOURS INITIAL ANNUAL LEAVE MAY BE CREDITED IN ANY CALENDAR YEAR, HOWEVER, UNUSED CREDITS MAY BE RESTORED UPON SEPARATION AND REHIRE WITHIN SAME CALENDAR YEAR.
3. PAYMENT FOR UNUSED CREDIT NOT PERMITTED AT SEPARATION UNTIL 720 HOURS OF SERVICE COMPLETED.

APPENDIX C - PAGE 2  
EMPLOYEE BENEFITS ELIGIBILITY CHART

BENEFIT	PERMANENT/LIMITED TERM	TEMPORARY (NON-CAREER)
<b>ANNUAL LEAVE</b>		
A. LESS THAN 2,080 HOURS CONTINUOUS SERVICE COMPLETED.	CREDIT 4 HOURS ANNUAL LEAVE FOR EACH 80 HOURS IN PAY STATUS.	NOT ELIGIBLE
B. 2,080 HOURS OR MORE OF CONTINUOUS SERVICE, BUT LESS THAN 10,400 HOURS.	CREDIT 4.7 HOURS OF ANNUAL LEAVE FOR EACH 80 HOURS IN PAY STATUS.	NOT ELIGIBLE
C. 10,400 HOURS OR MORE OF CONTINUOUS SERVICE.	SEE TABLE, ARTICLE 36, ANNUAL LEAVE FOR ACCRUAL RATES.	NOT ELIGIBLE
<b>NOTE:</b> CREDIT, USE AND PAYMENT NOT PERMITTED UNTIL 720 HOURS COMPLETED (EXCEPT UPON REINSTATEMENT OR RETURN FROM LAYOFF, WHEN CREDIT, USE AND PAYMENT IS PERMITTED AFTER COMPLETION OF 80 HOURS IN PAY STATUS).		
<b>SICK LEAVE</b>	CREDIT 4 HOURS OF SICK LEAVE FOR EACH 80 HOURS IN PAY STATUS.	NOT ELIGIBLE
<b>NOTE:</b>		
1. CREDIT AND USE PERMITTED NEXT PAY PERIOD FOLLOWING COMPLETION OF 80 HOURS IN PAY STATUS.		
2. PAYMENT FOR UNUSED CREDITS AT 50% OF REGULAR RATE, UPON RETIREMENT OR DEATH ONLY (EXCEPT FOR EMPLOYEES HIRED ON AND AFTER 10-1-80).		
3. UNUSED CREDITS RESTORED TO A SEPARATED PERMANENT EMPLOYEE WHO RETURNS WITHIN THREE YEARS BY PERMANENT APPOINTMENT, EXCEPT IF SEPARATION WAS BY RETIREMENT.		
4. AN EMPLOYEE WHO RETURNS BY A TEMPORARY (NON-CAREER) APPOINTMENT MAY NOT USE CREDITS PREVIOUSLY EARNED.		
<b>STEP INCREASE</b>	UPON COMPLETION OF REQUIRED 1,040 OR 2,080 HOURS OF SATISFACTORY SERVICE.	NOT ELIGIBLE

**EMPLOYEE BENEFITS ELIGIBILITY CHART - PAGE 3**  
**PERMANENT/LIMITED TERM**

BENEFIT	FULL-TIME	PART-TIME-%	HOURLY-P.I.	SEASONAL	TEMPORARY NON-CAREER
<b>PAID HOLIDAYS</b>	FULL HOLIDAY PAY.	PAY IN PROPORTION TO PERCENTAGE ASSIGNED TO POSITION, OR FULL PAY IF SCHEDULED TO WORK ALL NON-HOLIDAY HOURS IN PAY PERIOD. [SEE ARTICLE 49]	PAY IN PROPORTION TO AVERAGE HOURS IN PAY STATUS FOR PREVIOUS SIX PAY PERIODS, IF APPLICABLE, OR FULL PAY IF SCHEDULED TO WORK ALL NON-HOLIDAY HOURS IN PAY PERIOD. [SEE ARTICLE 49]	FULL HOLIDAY PAY DURING SEASON.	NOT ELIGIBLE
<p>STATUS GRANTED AT END OF BI-WEEKLY WORK PERIOD IN WHICH 1,040 HOURS OF SATISFACTORY PAID SERVICE COMPLETED [EXCEPT FOR CLASSES FOR WHICH A LONGER PROBATIONARY PERIOD PRESCRIBED BY CSC ACTION].</p> <p>NOTE: STATUS NOT GRANTED UNLESS/UNTIL CERTIFIED FROM EMPLOYMENT LIST.</p>					NOT ELIGIBLE
<b>LONGEVITY</b>	COMMENCING AT 12,480 HOURS OF CURRENTLY CONTINUOUS SERVICE PAID AT EACH 2,080 HOURS OF COMPLETED SERVICE.				NOT ELIGIBLE
<b>STATE SPONSORED INSURANCE:</b>					
<b>A. HEALTH</b>	ELIGIBLE	ELIGIBLE	ELIGIBLE	ELIGIBLE	NOT ELIGIBLE
<b>B. LIFE</b>	ELIGIBLE	ELIGIBLE IF WORKING 40% OR MORE OF FULL-TIME.	ELIGIBLE IF WORKING 40% OR MORE OF FULL-TIME.	ELIGIBLE IF WORKING 40% OR MORE OF FULL-TIME.	NOT ELIGIBLE

APPENDX C - PAGE 4  
EMPLOYEE BENEFITS ELIGIBILITY CHART

(State Sponsored Insurance Continued From Page 3)

BENEFIT	PERMANENT/LIMITED TERM				TEMPORARY NON-CAREER
	FULL-TIME	PART-TIME-%	HOURLY-P.I.	SEASONAL	
C. LONG TERM DISABILITY	ELIGIBLE	SAME AS LIFE	SAME AS LIFE	ELIGIBLE IF WORKING FULL-TIME	NOT ELIGIBLE
D. DENTAL	ELIGIBLE	SAME AS LIFE	SAME AS LIFE™	SAME AS LTD™	NOT ELIGIBLE
E. VISION	ELIGIBLE	SAME AS LIFE	SAME AS LIFE	SAME AS DENTAL	NOT ELIGIBLE
ACCIDENTAL DUTY DEATH	ELIGIBLE	ELIGIBLE	ELIGIBLE	ELIGIBLE	ELIGIBLE
DEFERRED COMPENSATION	ELIGIBLE TO ENROLL IN NEXT QUARTERLY OPEN ENROLLMENT FOLLOWING DATE OF APPOINTMENT				NOT ELIGIBLE

™ EXCEPTIONS FOR PERMANENT INTERMITTENT AND SEASONAL ELIGIBILITY FOR DENTAL BENEFITS.

A. NO MORE THAN TWO CONSECUTIVE PAY PERIODS WITHOUT BEING ON THE PAYROLL - DROPPED AFTER THIRD.

B. FOR SEASONALS, MUST HAVE AT LEAST EIGHT MONTHS OF CUMULATIVE EMPLOYMENT PER YEAR.

## APPENDIX D

### Authorization for Deduction of Representation Service Fee MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5

Name-Last	First	Middle
Home Address (Street)	(City)	(State) (Zip)
Home Phone No.	Work Phone No.	Social Security No.
Department and Work Site (example; Corrections/Standish Maximum Facility)		
Signature	Date	
Work County (example; Ingham)	Job Title & Level (example; TMW III)	

### MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5 Authorization for Deduction of Representation Service Fee

MISU

--	--	--

Social Security Number

E	B	0	1
---	---	---	---

Deduct Code

On this date, \_\_\_\_\_, 19 \_\_, I the undersigned state employee, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between MSEA/AFSCME Local 5 and the State of Michigan), and to remit same to the Michigan State Employees Association/AFSCME Local 5 for payment as a representation service fee. Consent is additionally hereby given to increase or decrease the specific named deduction each two-week pay period to that of any amount determined by the Associations' Board of Directors which shall not exceed the regular biweekly dues uniformly assessed against all members of the Association. Fees, contributions, or gifts to MSEA/AFSCME Local 5 are not deductible as charitable contributions, for federal income tax purposes. Fees paid to MSEA/AFSCME Local 5, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

Signature of Employee

Name (please print or type)

Department (please print or type)

## APPENDIX E

### Application for Membership MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5

Name-Last	First	Middle	
Home Address (Street)	(City)	(State)	(Zip)
Home Phone No.	Work Phone No.	Social Security No.	
Department and Work Site (example; Corrections/Standish Maximum Facility)			
Signature		Date	
Work County (example; Ingham)		Job Title & Level (example; TMW III)	

### MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5 Authorization for Payroll Deduction

MISU	<input type="text"/>	<input type="text"/>	<input type="text"/>	E	A	O	1
	Social Security Number			Deduct Code			

On this date, \_\_\_\_\_, 19\_\_\_\_, I the undersigned state employee, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between MSEA/AFSCME Local 5 and the State of Michigan), and to remit same to the Michigan State Employees Association for payment of my union dues. Consent is additionally hereby given to increase or decrease the specific named deduction each two-week pay period to that of any amount determined by the union in accordance with Article XVII of the Constitution (as amended) of the Michigan State employees Association. Dues, contributions, or gifts to MSEA/AFSCME Local 5 are not deductible as charitable contributions, for federal income tax purposes. Dues paid to MSEA/AFSCME Local 5, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

Signature of Employee

Name (please print or type)

Department (please print or type)

**APPENDIX F**  
**SAFETY & REGULATORY and LABOR & TRADES UNITS**  
**DETROIT HOUSE OF CORRECTIONS**  
**ASSUMPTION PLAN**

In accordance with provisions of proposed legislation known as House Bill 4392 regarding the assumption of former City of Detroit employees at the Detroit House of Corrections into the Michigan State Classified Civil Service within classifications exclusively represented by the Michigan State Employees Association, and pursuant to Article 11, Section C.2, of the Primary Agreement between MSEA and the State of Michigan, the Parties agree to the following:

1. Seniority.

a. For purposes of computing eligibility for any fringe benefit, all assumed bargaining unit employees shall be credited with one hour of continuous state service for each hour in pay status not including overtime as an employee for the City on a continuous basis. This includes but is not limited to annual and sick leave credit and longevity. All employees brought into the state classified service under this Plan will be allowed to enroll in the state group insurance programs as if they were new state employees with immediate coverage as of the first day of employment with the state.

b. For all other applications of seniority within the work site known as the Detroit House of Corrections, assumed employees shall be credited with one hour for each hour in pay status not including overtime as an employee for the City on a continuous basis. For all other applications of seniority anywhere other than the work site known as the Detroit House of Corrections, seniority shall be as defined in Article 11 of the Primary Agreement between MSEA and the State of Michigan, i.e., continuous hours from the date of accretion into the state service.

2. Annual Leave.

The state will assume annual leave which an employee, being assumed by the state, has accumulated as of the date of assumption but not in excess of 200 hours. Any accumulated compensatory overtime will not be assumed by the state. An employee who is laid off and who is brought into the state classified service under the Assumption Plan may elect to buy back up to 200 hours of accrued annual leave which had been paid off. An employee electing this option shall buy back the annual leave at the returning rate of pay. Such payment shall be made to

the Department of Corrections. Such option may be exercised only once per recall and must be exercised during the first thirteen pay periods after assumption.

3. Sick Leave.

The state will assume sick leave, which an employee, being assumed by the state, has accumulated as of the date of assumption but not in excess of the amount the employee could have accumulated if he/she had been a state Civil Service employee for the same length of time as they were employees of the City of Detroit.

Sick Leave Payoff:

a. Employees who were hired in the Detroit Civil Service prior to 10-1-80 will be treated exactly the same as state employees who were hired before 10-1-80 in relation to sick leave payoff. In general, that means a 50 percent payoff for accumulated sick leave upon separation from state service.

b. Employees hired into the Detroit Civil Service system on or after October 1, 1980, will be treated exactly the same as state employees who were hired on or after October 1, 1980. In general, this means no payoff for unused sick leave balances upon separation from state service.

4. Work Site and Work Location.<sup>7</sup>

The facility known as the Detroit House of Corrections shall be considered a work site for all application of agreements between MSEA and the State of Michigan. This facility shall be included in the work location along with Cassidy Lake Technical School, Huron Valley Men's and Women's Facilities, Phoenix Correctional Facility, Camp Brighton, Camp Pontiac and Camp Gilman for all application of agreement between MSEA and the State of Michigan.

5. In accordance with the Employee Relations Policy Rule, the Michigan Civil Service Commission has determined that the following provisions will apply to assumed employees in terms of status, classification, and wages.

a. Employees who have certified status with the Detroit Civil Service and were hired in their DeHoCo positions as a result of a competitive process will be assumed into the state classified service in comparable positions, without further tests or examinations but subject to satisfactory completion of the standard



probationary period for the classification.

b. Employees who do not have certified status under Detroit Civil Service, but do have three (3) years or more of continuous Detroit Civil Service classified service as of the date on which the state assumes operation of the DeHoCo, shall be assumed into the state classified service without further test of fitness but subject to satisfactory completion of the standard probationary period for the classification.

c. Employees who do not have certified status under Detroit Civil Service and have less than three (3) years of continuous Detroit Civil Service classified service as of the date on which the state assumes operation of DeHoCo are to be assumed into the state classified service subject to passing a non-competitive state Civil Service examination and satisfactory completion of the standard probationary period for the classification.

d. DeHoCo employees who are now recipients of wages that are higher than the comparable job classifications in the state classified service will be afforded "Red-Circle" pay treatment. Employees falling within this category will be paid the base rates they received prior to March 1, 1985, until such time as the wages for their state Civil Service classification equals or exceeds their "Red-Circled" pay rates.

6. This Stipulation and Agreement shall be considered an addendum to the Parties' current contract and shall be effective on the date approved by the Michigan Department of Civil Service.

7. General.

All assumed bargaining unit employees are covered by the terms and conditions of the Primary Agreement between MSEA and the State of Michigan.

## APPENDIX G

PROCEDURE 1220.02

Issued January 1, 1994

**SUBJECT:** Garnishments, levies and wage assignments.

**APPLICATION:** Executive Branch Departments and Sub-units.

**PURPOSE:** To provide guidelines for garnishments, levies and wage assignments and their effect on State payrolls.

**CONTACT AGENCY:** Department of Treasury - Bureau of Management Services, Financial Operations Division.

**TELEPHONE:** 517 / 373-3150

**FAX:** 517 / 373-6941

### SUMMARY:

A court may order an assignment to the Friend of the Court of the salary, wages or other income of a person responsible for payment or support and maintenance of minor children and the assignment shall continue until regular support payment and any arrearage is paid in full.

Order of assignment is effective 1 week after service upon the employer of a true copy of the order by personal service or registered or certified mail. Thereafter, the employer withholds from earnings due the employee, amount specified in the order of assignment for transmittal to Friend of the Court until notified by Friend of the Court that support arrearage is paid in full.

The Attorney General has ruled that a court order directed to the State of Michigan which orders a specific monetary amount deducted from a State employee's salary for payment to Friend of the Court until further notice, becomes effective as provided by statute when served upon any State agency and all State agencies involved in preparing and disbursing payroll and are obligated to obey the order.

Failure to obey the court order may constitute contempt of court, for which the State office or department will be fully liable.

The Attorney General has ruled that any order directed specifically to the State of Michigan as employer and served upon the State Treasurer constitutes legal service and may not be returned to the court.

A person employed by any person, firm, corporation, local government or agency, or the State or agency thereof, and working for wages or for a salary for others, including those paid of commission or combination thereof, having debts and being unable to pay, may file a list of creditors with the clerk of district or municipal court where the person lives or is employed and upon making assignment of all future wages to the clerk of the court to continue during pendency of

proceedings is entitled to have a notice served upon each creditor.

Garnishments are a legal process embodying an order from any court of record in Michigan directing the State to withhold a specified amount of money from the pay of a named employee, to be paid to the court in settlement of a judgment rendered by the court against said employee.

The amount of wages subject to garnishment in a week is limited to 25% of an employee's disposable earnings or the amount by which his disposable earnings exceeds 30 times the current minimum hourly wage set by Section 6(a)(1) of the Fair Labor Standards Acts, whichever is less.

A levy is an of collecting or exacting by authority, examples of which are governmental taxes and assessments. Specifically, in this application, it is an action brought by the U.S. Treasury Department, Internal Revenue Service, Michigan Department of Treasury, and the Michigan Employment Security Commission to collect, by deduction from as employee's pay, any taxes and/or assessments due from the employee to the governmental body. The federal levy code lists child support by court order as an exemption before the seizure of wages. This action is separate from and in addition to amounts normally withheld for income tax purposes.

Notice of levy is issued by the governmental body directly to the State Treasury. No court is involved. Internal Revenue Service levies issued against employees are continuous until released in writing.

An assignment, to the Friend of the Court, of the salary, wages or other income of the person responsible for payment of support and maintenance of minor children may be made by order of the court. The assignment continues in force until notified by the Friend of the Court that the support arrearage is paid in full.

An assignment, to the clerk of the court, of the salary, wages or other income of the person responsible for unpaid debts may be made by court order. The assignment continues until served with a notice to the contrary from the court.

**APPLICABLE FORMS:** None.

**PROCEDURES:**

Garnishment / Levies

Michigan Court of Record or Attorney, Internal Revenue Service (IRS), State Collection Division:

- o Serves copies of writ of garnishment or levy and summons of garnished employee in person or by certified mail.
- o Serves garnishment on State Treasurer or designated representative in person or by certified mail.
- Appointed representatives of the State Treasurer are located in Financial Operations Division in the Treasury Building in Lansing and Treasury branch office in

Detroit.

- Personnel and payroll offices must refuse service of a garnishment.

State Treasurer or Designated Representative, Financial Operations Division:

- o Receives notice of levy from U.S. Department of Treasury, IRS, Michigan Department of Treasury, or Michigan Employment Security Commission.
- o Receives service of garnishment from court.
  - Before garnishment can be processed, the following must be received:
    - Service of garnishment by certified mail or in person
    - Affidavit of garnishment
    - Writ of garnishment or summons
    - Proof of service upon defendant
    - A statutory fee
- o Enters garnishment/levy information into payroll garnishment/levy system.
  - Payroll garnishment/levy system interfaces with Personnel Payroll Information System for Michigan (PPRISM), calculates garnishment or levy amount, writes proper payroll amount to the defendant, prints required disclosures and sends amount for the plaintiff to the vendor system.
  - The system generates all reports necessary for Financial Operations Division to balance and audit the accounts.
  - Verifies reports for accuracy before payroll is mailed via regular payroll mail system.
- o Initiates request for vendor run of third party plaintiff warrants.
- o Mails disclosures, i.e., notification of the warrant number amount of garnishment, amount being paid to the court, etc., to departments for distribution to recipients.
  - Files Treasury's disclosure.

Assignment of Wages to Friend of the Court or Clerk of the County

State Department of Treasury:

- o Sends court order served on the State Treasurer for assignment of wages to Friend of the Court to employee's Payroll/Personnel Office immediately.
  - If the individual is not employed by the department, performs on-line inquiry to PPRISM; determines where the individual is employed.
  - Forwards court order to new department.
  - If individual is no longer employed by the State, returns court order to court of origin with a written explanation.

Payroll/Personnel Office

- o Receives court order directing assignment of employee's wages to Friend of the Court.
- o Verifies court order specifies State of Michigan as the employer and the amount to be deducted biweekly.
- o Reviews PPRISM Coding Manual 9.10.6 to determine if a code exists for the court or receiver named in the court order.
  - If code exists, processes deduction transaction in payroll system.
  - If code does not exist, mails court order to DMB, Office of Financial Management, Information Services Division (ISD) to have a code established.
- o Receives employee's payroll warrant from Treasury with specific wage assignment deducted.
  - Distributes with regular payroll warrants.
- o Maintains file of court orders, notices of termination and pertinent documentation for each wage assignment.
- o Notifies employee of wage assignment and amount of assignment.
- o When the court order is satisfied, receives notice from the court that the court order has been terminated.
  - Stops payroll deduction for wage assignment to Friend of the Court by canceling employee deduction.

Office of Financial Management:

- o Receives court order which requires establishment of a code in PPRISM; establishes code.
  - Retains a copy of the court order.
  - Notifies Payroll/Personnel Office that submitted the court order of the new code; returns court order to Payroll/Personnel Office.

\* \* \*

## APPENDIX H

PROCEDURE 0620.02

Issued October 4, 1993

**SUBJECT:** Submissions to the Finance and Claims Committee.

**APPLICATION:** Executive Branch Departments and Sub-units.

**PURPOSE:** To outline procedures for submitting materials to the Finance and Claims Committee of the State Administrative Board.

**CONTACT AGENCY:** Department of Management and Budget (DMB) - State Administrative Board.

**TELEPHONE:** 517 / 335-2559

**FAX:** 517 / 335-2355

**SUMMARY:** The Secretary of the State Administrative Board reviews contracts and other material presented and prepares the agenda for the meetings of the Finance and Claims Committee of the State Administrative Board.

**APPLICABLE FORMS:** CS-138, Contractual Services Request. DMB-1104, Claim Against the State of Michigan for Personal Losses Less than \$1,000. (Affidavit, no longer required, but still used by MDOT.). OCM-810, Finance and Claims Agenda Format. OOB-145, Request for Appropriation and Allotment Adjustment.

### PROCEDURES:

Requesting Agency:

- o If the proposed action is a contract, determines whether State Administrative Board approval is required.
  - State contracts of \$100,000 or more which require such approval, regardless of their source of funding or duration, are:
    - Contracts or purchase orders for all supplies, materials, and equipment; for all services, including consulting, research, and professional services; between State departments and private vendors, between State departments and educational institutions, or between State departments and other governmental units;
    - Contracts or blanket orders whose dollar values are not fixed but which are estimated to be \$100,000 or more;
    - Contracts or purchase orders for commodities or services available from only one source.
  - Contract amendments of \$50,000 or more also require the approval of the State Administrative Board.
  - Emergency contracts of \$100,000 or more involving

public health or safety do not need prior approval (See Procedure 0510.03). These contracts shall be reported to the State Administrative Board as soon as possible after execution.

- o If the proposed action is a contract, submits the following material to the Secretary of the State Administrative Board:
  - 1 copy of an Agenda Format (OCM-810)
    - Example:  
DEPARTMENT OF \_\_\_\_\_ (Type in name)  
Requests approval of the following contracts:  
(1) ABC Corporation \$125,000.00  
Grand Rapids, MI Testing Services  
(2) Acme Distillery Co. \$101,225.00  
Liquor Purchase
  - For each contract on the agenda:
    - 10 copies of a Contract Information Summary
      - Brief description of commodity or service.
      - Term of contract.
      - If and when bids were taken.
      - Summary of bids.
      - Explanatory information.
      - Departmental recommendation on award.
  - 1 copy of CS-138 form submitted to Civil Service, if applicable.
  - 2 copies of the proposed contract or model contract including all applicable amendments.
- o If the request is for disposal of state property, see Procedures 0110.01, 0340.05 and 0220.01.
- o If the request is for write-offs of state receivables, see Procedure 1210.28.
- o If the request is for release of capital outlay funds, see Procedure 0110.04.

Claimant:

- o If the request is for settlement of a small claim against the state under \$1,000, prepares a DMB-1104 and submits the completed form to the Secretary of the State Administrative Board.

Secretary to the State Administrative Board:

- o Reviews contracts and other materials and prepares summary information for the Director and Deputy Directors of DMB.
- o Handles any necessary correspondence or other communication relative to items presented.
- o Prepares agenda and minutes for the Finance and Claims Committee.
- o Forwards committee recommendations to the State Administrative Board for action.

\* \* \*

**APPENDIX I**  
**PARTICIPATING PHARMACY DRUG PLAN**

<u>ValueRx</u> <u>Grp. No.</u>	<u>Unit Description</u> <u>and Code</u>	<u>Implementation</u> <u>Date</u>
81814	Safety & Reg. (A-02)	April 1, 1996
81817	Labor & Trades (A-31)	April 1, 1996

The Participating Pharmacy Drug Plan (PPDP) is available to Safety & Regulatory and Labor & Trades employees and their family members who are enrolled in the State Health Plan. The PPDP covers most prescription drugs prescribed by a prescriber and is contracted to ValueRx Pharmacy Program, Inc.

This benefit covers the full cost, less your (non-reimbursable) copayment, of each prescription drug or refill you purchase up to a 34-day supply. Certain medications can be covered in a 100 unit dosage or 34-day supply (whichever is greater) or a 200 unit dosage or 34-day supply (whichever is greater). You should contact the ValueRx State of Michigan Service Unit as to which medications can be obtained in 100 or 200 unit dosages or you can ask any ValueRx participating pharmacist.

Except as may be noted in the State Health Plan Schedule of Benefits, your prescription will be filled with a generic medication unless your prescribing physician has indicated "dispense as written" ("DAW") on your prescription.

When you use the services of a ValueRx participating pharmacy, providers will bill ValueRx directly for your prescription expenses and will accept the ValueRx payment amount as payment in full. Aside from your copayment, you will not have any out-of-pocket prescription medication expenses nor any claim forms to file. Simply present your ValueRx identification card to the ValueRx participating pharmacist. Effective October 1, 1996, there shall be an employee co-pay of \$2.00 for generic drugs and \$7.00 for brand name drugs. During the period of this Agreement, the brand name co-pay will not apply for those drugs whose patents were scheduled to expire, but for which Congress has specifically extended the patent protection. When the patent has expired and generics are available, the brand name co-pay will apply.

If you use the services of a non-participating pharmacist, you can file your claim for the reimbursement of your expenses (less your copayment) by using a ValueRx



claim form. You will receive a new claim form for your future use each time you file a claim. This form is also available at your Personnel Office or from the ValueRx State of Michigan Service Unit.

#### SPECIFICATIONS FOR PARTICIPATING PHARMACY DRUG PLAN

##### I. DRUGS COVERED

A. Federal Legend Drugs, including any medical substance bearing the legend Caution: Federal Law prohibits dispensing without a prescription, except those specifically excluded in subsection III below.

B. State Restricted Drugs, including any medicinal substance which may be dispensed by prescription only, according to appropriate State Laws.

C. Compound Medications, including any extemporaneously prepared dosage form containing at least one Federal Legend or State Restricted drug in a therapeutic amount, or a combination of ingredients which require a prescription by law. Liquid medications must include weighting of at least one solid or the measuring and mixing of at least three liquid ingredients.

D. Oral Contraceptives.

E. Injectable Insulin, including needles and syringes.

F. Any of the above (A through D) must be prescribed by a health professional authorized to prescribe medication.

If chemotherapeutic agents are prescribed drugs and the cost of administration is not included and all other conditions of the prescription are met, the costs of administration are covered.

##### II. LIMITATIONS

A. Benefits will be payable only for prescription drugs dispensed while the member is covered for this benefit.

B. If an acceptable substitute generic drug is available, then generic drugs must be dispensed unless the prescriber has specified dispense as written (DAW) on the prescription.

### III. EXCLUSIONS

A. Benefits will not be paid for any refill of a drug dispensed more than one year after the latest prescription initial fill date.

B. Benefits will not be payable for any drug provided while the member is an in-patient in a hospital, convalescent facility, psychiatric facility, or any similar institution, health care facility, or on an out-patient basis in any such facility or by a hysician to the extent benefits are payable for the prescription under any other plan, or by the health care facility.

The plan covers drugs written on prescriptions by physicians for home health care patients, however, the plan does not pay for the administration of any drug.

C. Benefits will not be payable for a device of any type.

D. Benefits will not be paid for any refill of a drug which is more than the number of refills specified by the prescriber. ValueRx, before filling the prescription, may require a new prescription, or evidence as to need, if the prescriber has not specified the number of refills or the frequency or number of prescriptions or refills appears excessive under acceptable medical practice standards.

#### **Benefits will not be paid for:**

A. Immunization agents, biological sera, blood or blood plasma, excluding factors 8 and 9.

B. Drugs labeled "Caution - limited by federal law to investigational use", or experimental drugs.

C. Any charge for the administration of Prescription Legend Drugs or injectable drugs.

D. Medication covered by Worker's Compensation or similar occupational law, any state or governmental agency, or for which no charge is made to the employees.

E. Any medication that the prescribing health professional is not licensed to prescribe.

F. Federal Schedule 1 drugs.

G. Over-the-counter medications.

#### IV. PLAN DESIGN

A. This PPDP is a managed drug reimbursement system.

B. ValueRx is linked with the retail pharmacy electronically to provide on-line edits for the following as a minimum:

- (1) On-line eligibility.
- (2) Not covered items.
- (3) Drug on drug reaction.
- (4) Drug on sex edit.
- (5) Drug on age edit.
- (6) Early refill edit.
- (7) Duplicate claims edit.
- (8) On-line pricing.

C. ValueRx provides a formulary, a list of prescription drugs preferred for each therapeutic indication, that requires 100% refund of pharmaceutical rebates to the State on a strictly voluntary basis for the member.

D. ValueRx maintains an on-going physician educational program on proper drug and dosage prescribing protocol.

E. ValueRx educates physicians to choose particular medications for certain diagnosis, proper dosages, select generic when available and utilize the preferred single source product as needed.

Appendix J &amp; K

**DEFERRED COMPENSATION****Plan I 457** (Appendix J)**Plan II 401(k)** (Appendix K)**Tax Sheltered  
Plans for State Employees**

MICHIGAN DEPARTMENT OF CIVIL SERVICE

**DEFERRED  
COMPENSATION****What is Deferred Compensation?**

Deferred Compensation is a program which allows you to systematically deposit a portion of your income into a savings program before it is taxed and thus reduce the amount of your current income taxes.

The object of Deferred Compensation is to allow you to defer part of your current earnings to a future period (usually retirement or disability), when it is likely you would be in a lower income tax bracket.

**Why A Lower Income Tax Bracket?**

**Retirement:** Chances are your income will be lower after you retire. For example: A person who works 30 years for the State can retire under provisions of the State Employees Retirement System at slightly less than 45 percent of current income.

**Disability:** A disabled person pays less tax because Workers' Compensation and Social Security Benefits are not taxable.

**Separation:** Deferred Compensation could be used to provide a source of income to someone who separates from State employment to:

1. Start a business.
2. Have a family.
3. Go to college.

**Use Tax Deferral To Increase Your Savings**

The Federal income tax is a progressive tax. As your income goes up, the percentage factor is increased so that you may find yourself in a higher income tax "bracket." For example: If your joint taxable income (after exemptions and deductions) is less than \$19,000, your federal tax is 15 percent and the Michigan tax is 4.6 percent.

If you live in a metropolitan area, you probably pay an additional 0.5 percent to 2 percent in local income tax. This accumulates to a 20 percent tax bracket. If your joint taxable income is over \$34,000, it jumps to 31 percent and if it should go over \$78,000, it is 36 percent. Therefore, the higher the tax bracket, the greater the tax deferral benefit under Deferred Compensation.

#### What Are The Tax Advantages?

The Deferred Compensation Plan provides you with the following tax advantages:

1. Income deferred under the Deferred Compensation Plan is not subject to current income tax. For example, assuming a 31 percent tax bracket, an individual not participating in the Deferred Compensation Plan would have to earn \$100 to save \$69. With Deferred Compensation, \$100 earned is \$100 saved.
2. Investment income earned through your Deferred Compensation Plan accumulates and is not subject to current income tax. If you are in a 31 percent tax bracket and earning 6 percent in a taxable savings account, you are really earning 4 percent after taxes. Under Deferred Compensation, the full 6 percent is shielded from current income taxes.

#### What Happens To My Other Benefits When I Reduce My Income?

Social Security withholding, group life insurance, long-term disability, and longevity are based on gross income and will not be reduced by Deferred Compensation. The Final Average Compensation (FAC) will also be based on gross income in calculating your retirement allowance, so Deferred Compensation will not reduce your retirement benefits. Payments from Deferred Compensation will not reduce Social Security benefits at retirement time.

#### How Do I File My Income Tax Return?

Your deferred income will already be deducted from your taxable income on the Wage and Tax Statement (W-2 Form). No additional forms are required to attach to your Federal, State, or local income tax returns for your Deferred Compensation deduction(s).

#### When Do I Receive My Deferred Salary?

You become eligible to receive your deferred salary when one of the following four events occurs:

1. Retirement (usually 10 years or more with State service).
2. Disability as defined by Social Security (permanent and total).
3. Separation (permanent -- 30 days or more).
4. Death.

**NOTE: Separation does NOT include layoff, leave of absence, or grieved dismissal.**

The deferred salary cannot be paid to you for any reason other than the above, except for a disaster provision that allows deferred salary to be paid to you at times of hardship emergencies such as uninsured death, costly extensive illness, floods, fires, and windstorms. (Also see section on Plan II -- Loan Provision.)

#### When Do I Get These Income Tax Savings?

The income tax savings of Deferred Compensation is realized each pay period salary is deferred. Because you are deferring gross income, your net take home pay is reduced by the percentage of income not subject to taxes. To calculate how Deferred Compensation will affect your pay, locate your biweekly gross in the following chart. In the corresponding right-hand column, find the "reduction of take home pay." This percent multiplied by the amount that you put into the plan is the amount that your take home pay will be reduced.

**\*Biweekly Income Tax Withholding Chart**

Gross Biweekly Wage	Reduction of Income Taxes	Reduction of Take Home Pay
<b>Single Employee</b>		
\$ 0 to \$ 875	20%	80%
\$ 875 to \$ 1,825	33%	67%
\$ 1,825 to \$ 4,242	36%	64%
<b>Married Employee</b>		
\$ 0 to \$ 1,519	20%	80%
\$ 1,519 to \$ 3,027	33%	67%
\$ 3,027 to \$ 7,716	36%	64%

\*Chart computed from Publication 15, (revised February, 1992) Department of Treasury, Internal Revenue Service, plus 5 percent for State and local income taxes.

**Example:** You are a married employee with gross earnings of \$1,000 per pay period. The percent of reduction of take home pay from the chart is 80 percent. You want to defer \$50 per pay into the plan, \$50 multiplied by .80 equals \$40, the reduction of your take home pay. The difference of \$10 is the reduction in Federal, State, and local income taxes. It costs you \$40 per pay period to deposit \$50 in the Deferred Compensation Plan.

**Dependent Allowance:** Subtract \$88.46 from your gross income for each dependent you claim before finding the percentage above.

**Employees Deferring Large Amounts:** As you move from one tax bracket to another, you must use the appropriate percentage for each bracket.

**What Amounts Can Be Deferred?**

You may enroll for a set dollar amount or a percentage of your includable compensation. Includable compensation is the amount of your biweekly gross pay including Gross Pay Adjustments (GPAs), LESS any pre-tax deductions, PLUS taxable benefit. (See calculation worksheet on next page). The dollar deferrals are limited to no less than \$10 and no more than \$100 a pay period in whole dollar amounts. Percentage deferrals are limited to no less than 1 percent and no more than each individual plan's maximum in whole percentage amounts of your includable compensation. Since January 1, 1989, contributions made to the 457 Plan reduce the amount you can defer in the 401(k) Plan. The annual Deferred Compensation II limit is adjusted by the Consumer Price Index and is usually released during the month of February for the current year.

If you are contributing to both plans, the dollar maximum contribution per year will be \$7,500, or the 457 Plan I maximum. The maximum percentage deduction will be reduced in the 457 Plan to 21 percent from 25 percent and to 15 percent from 20 percent in the 401(k) Plan II.

**INCLUDABLE COMPENSATION CALCULATION:**

(refer to your statement of earnings and deductions)

Your gross biweekly pay: \$ \_\_\_\_\_  
\*(include GPAs)

SUBTRACT the following biweekly deductions:

Medical Care Spending Account: \$ \_\_\_\_\_  
Dependent Care Spending Account: \$ \_\_\_\_\_  
Health Insurance: \$ \_\_\_\_\_  
Dental Insurance: \$ \_\_\_\_\_  
Retirement (judges only): \$ \_\_\_\_\_  
SUBTOTAL: \$ \_\_\_\_\_

ADD the following deduction (if any):

\*\*Taxable Benefit: \$ \_\_\_\_\_

Equals \*\*\*INCLUDABLE COMPENSATION: \$ \_\_\_\_\_

\*GPAs can include adjustments for cafeteria plan in Senate, House, and Legislative Service Bureau.

\*\*Taxable Benefit is the premium for life insurance valued over \$50,000.

\*\*\*Includable Compensation is the amount of your bi-weekly gross pay, including Gross Pay Adjustments (GPAs), less any pretax deductions, plus taxable benefit.

**How Do I Enroll?**

You complete a Deferred Compensation Enrollment Form (CS-205 for Deferred Compensation I and/or CS-1429 for Deferred Compensation II) authorizing the amount or percentage of biweekly includable compensation to deduct along with other important information.

The forms are available at your Personnel Office or the Civil Service Deferred Compensation Office.

You may enroll during one of the following quarterly enrollment periods:

The month of FEBRUARY for deductions from paychecks received beginning APRIL 1.

The month of MAY for deductions from paychecks received beginning JULY 1.

The month of AUGUST for deductions from paychecks received beginning OCTOBER 1.

The month of NOVEMBER for deductions from paychecks received beginning JANUARY 1.

New employees enroll during the regular enrollment periods.

**Cancellation:** You may cancel your deductions at any time by submitting a Deferred Compensation Cancellation Form (CS-206 for Deferred Compensation I or CS-1432 for Deferred Compensation II). Your previous contributions on deposit in the Deferred Compensation Plan will continue to accrue investment income.

### May I Change the Amount or Percentage Of My Payroll Deduction?

You may increase or decrease the fixed dollar amount or percentage amount of your biweekly deduction during any of the previously described quarterly enrollment periods.

Payroll deduction changes are made on the appropriate form (CS-582 for Deferred Compensation I and/or CS-1429 for Deferred Compensation II) available at your Personnel Office or the Deferred Compensation Office in Civil Service.

The amount of deduction or percentage withholding will remain the same each pay period until you make a change.

**NOTE:** For Deferred Compensation Plan II/401(k) members only, any changes to your mutual funds mix designated on the CS-1429 biweekly change form **MUST ALSO** be called into Fidelity Investments at 1-800-447-6390 to activate the change (see the Plan II/401(k) section of this brochure for more information on the mutual fund investments).

### Is There Any Reason Why I Should NOT Enroll in Deferred Compensation?

The following three items dealing with your personal finances are reasons not to participate in Deferred Compensation:

1. You cannot afford to reduce your current take home pay.
2. You do not have other funds available for possible emergencies.
3. Your life insurance program is not adequate.

## DEFERRED COMPENSATION I - (457) (Appendix J)

### How Much Can I Put Into The Plan?

Your biweekly deduction can be for a specific dollar amount or a specified percentage of your includable compensation.

The minimum dollar amount is \$10 per pay.  
The maximum dollar amount is \$100 per pay. \*(a)  
The minimum percentage designation is 1 percent.  
The maximum percentage designation is 25 percent. \*(b)

**NOTE:** \* (a) If you wish to defer over \$100 per pay you must convert it to the percentage designation;  
\*\* (b) If you are also contributing to Deferred Compensation II 401(k), the maximum percentage designation is 21 percent.

If you designate a percentage deduction, the amount of your biweekly contribution will increase or decrease as your includable compensation changes.

If you designate a specific dollar deduction, the amount of your biweekly contribution will remain constant, regardless of changes in your includable compensation.

The maximum annual deferral is 25 percent of your includable compensation OR \$7,500, **whichever is less**. Any amounts contributed to Deferred Compensation II 401(k) in the same calendar year will reduce the maximum deferral amount on a dollar-for-dollar basis.

The only exception to these limitations is when a Catch-Up provision is utilized. You may be eligible for Catch-Up when you are within three years of normal retirement and have not deferred 25 percent or \$7,500/year of your income for each year of state service after December 31, 1978.



- A. You must complete a separate enrollment application for this additional Catch-Up deduction.
- B. Your normal Plan I/457 contribution, including the amount offset with a Plan II/401(k) deduction, plus the Catch-Up deduction cannot exceed \$15,000 per year.
- C. The years eligible for a Catch-Up deduction are the three taxable years ending prior to the year you reach the normal retirement age. Catch-Up deductions are not allowed in the tax year you retire from State Government with a normal and immediate retirement benefit.

**Where Is The Money Invested?**

Most of the assets of Deferred Compensation Plan I are invested in Guaranteed Investment Contracts (GIC) with a select group of qualified life insurance companies. Deferred Compensation funds are deposited after a competitive bidding process.

The balance of the fund is on deposit with the Department of Treasury in the State's Common Cash Fund. The plan shares in the earnings of the short-term investments of this fund.

An annual report is sent to members each year which includes a schedule of individual investment contracts in effect showing the life insurance company, date of maturity, date of purchase, contract interest rate, and current balance.

The report also includes informational and/or historical data, as well as a complete financial statement showing assets, investment income, contributions, payouts, and a breakdown of administrative expenses.

**Interest Earnings:** All accounts earn interest each day funds remain on deposit with the State.

**Administration Costs:** The administrative cost is assessed on earnings before the interest is applied.

**Statements:** All members' accounts are maintained in a confidential manner by the Department of Civil Service. Individual statements are sent within 30 to 60 days following the end of the calendar year and report contributions to the Plan, the amount of interest earned during the year and the aggregate account balance including prior year contributions and interest earnings.

**How Are Benefits Paid?**

You must determine when and how you wish to receive your deferred compensation benefits within 30 days after you retire or separate from State service. Payment(s) may begin as early as 60 days following your departure date, but not later than age 70 1/2.

You may elect a lump sum payment, monthly payments for a specific number of years, a set amount each month or year until your balance is exhausted, a lifetime income, or monthly or annual payments that start out smaller but steadily increase over the payout period. You can select or combine up to three payout options for distribution of the total account balance.

The options allow you to design your payout of deferred salary in the manner best suited for your financial and income tax situation.

**Payout Procedure:**

You **MUST** submit a Deferred Compensation Payout Determination Form (CS-891) within **30 DAYS following your departure date**. All required instructions and forms are included in the Deferred Compensation Payout Kit and Guidebook available at either your Personnel Office or the Civil Service Deferred Compensation Office.

Several payout methods are available to participants:

**Option No. 1**

If you wish to have monthly payments for a specific period of TIME, you can select this option. The amount of the monthly payment will be determined by your account balance and interest earned during the payout period. If you choose this option, your monthly payments may fluctuate annually based on interest earnings.

**Option No. 2**

If you wish your payout to be a specific dollar AMOUNT per month, you can select this option and designate the amount (before tax withholding). The length of time the payments will continue will be determined by your account balance and interest earned during the payout period. The monthly payment will remain the same over the payout period. The account balance must be exhausted in 20 years. All dollars remaining in the 240th month will be paid in a lump sum.

**Option No. 3**

LIFETIME ANNUITY (Must have an account balance \$20,000 or more at payment time to qualify).

OPTION 1 - Life Annuity is paid to you for as long as you live. If you die with a remaining balance, the balance is paid to your beneficiary in the same monthly amount until balance is exhausted.

OPTION 2 - Life Annuity for you and your spouse with payments certain for ten years if both should die after payments have begun. When the first person dies, the monthly payment remains the same for the survivor. If either party lives beyond 10 years from the start date of the annuity, the payments will stop at the time of the second annuitant's death.

The amount of your monthly payments will depend on which option you choose, your age, the age of your spouse if you choose option two, and the amount in your account at the time the Lifetime Annuity begins. This option is administered directly by an insurance company and the rates may vary from year-to-year depending upon the year you initiate the annuity. However, once you have started your Lifetime Annuity, the insurance company and the monthly payments mailed by the insurance company will not change. There will be no annual statement provided by either the insurance company or the deferred compensation plan.

**Option No. 4**

If you wish your monthly or annual payments to start out smaller but steadily increase over the term of the payout period, you can select this option. (Annual payments will increase every year, monthly payments will increase every three months, as interest is applied to your balance and then figured into the remaining payments).

**Option No. 5**

If you wish to withdraw all or a portion of your funds, you can select this option. A partial withdrawal can be designated by writing in the dollar amount (before tax withholding) that you wish to request. You also have the option of designating a specific dollar amount for annual payments with this option.

**Beneficiary Designation**

You name your beneficiary(ies) at the time of enrollment in the plan. The beneficiary(ies) may be anyone you select--and may be changed at any time. In the event of the death of the member while an employee, the beneficiary(ies) shall be allowed the same rights as the member, except the payout must begin within a year from the date of death, unless the member chose (prior to his/her death) an irrevocable payout option.

**Are Deferred Compensation Payouts Eligible for "Roll-Over" or "Income Averaging?"**

No.

"Roll-Over" of Deferred Compensation I (457) funds to an Individual Retirement Account (I.R.A.) is prohibited.

Deferred Compensation I funds may only be transferred ("rolled-over") between 457 GOVERNMENTAL PLANS should you change employment from one public employer to another.

Deferred Compensation I (457) lump sum payouts do not qualify for "income averaging." Income taxes must be paid on lump sum payouts according to the tax rate in effect for the year you receive the payment.

**NOTICE**

YOU MUST NOTIFY THE DEFERRED COMPENSATION PLAN I (457) SECTION OF THE MANNER IN WHICH YOU WISH TO RECEIVE YOUR BENEFITS WITHIN 30 DAYS FOLLOWING YOUR DEPARTURE DATE. OTHERWISE, PAYMENTS WILL BE MADE IN ACCORDANCE WITH THE PLAN REGULATIONS PRINTED ON THE BACK OF YOUR ENROLLMENT FORM.

## HARDSHIP WITHDRAWALS

The provision for hardship withdrawal must meet the requirements of the Federal IRS Code as well as the State of Michigan Plan Regulations. It is utilized only in very severe emergencies of a catastrophic nature, the result of an event, or circumstance beyond the control of the member where a member has suffered an identifiable financial loss (not reimbursable by insurance). The situation must be of a sudden or unforeseen nature that is considered an extreme emergency that was unexpected or not normally budgeted for and can then be considered only after all conventional sources of funds have been exhausted.

1. Establishing the event that caused the hardship.

Examples of hardship emergency would be non-insured family death or disabling injury, flood, earthquake, windstorm, a non-insured fire or theft loss, costly extensive illness, living expenses during a period of layoff or unemployment, non-insured medical or unexpected legal expenses, etc.

Items NOT considered hardship beyond control of the member would be the need for school tuition, or to purchase a home, bill consolidation, delinquent loan, back taxes, normal auto or home repairs, automobile purchase, etc.

2. The employee must furnish proof of documentation of amount of financial loss incurred.

Examples of documentation would be uninsured medical or dental invoices, funeral bills, amount of wages lost, etc.

Approval for hardship withdrawal is administered by a Review Board process and normally requires 45 days for processing.

If the hardship request is approved, the employee must cease deductions for at least one year in both Deferred Compensation Plans (I - 457) and (II - 401(k)). If hardship is denied, employee may re-enroll during the next open enrollment period.

## DEFERRED COMPENSATION II 401 (k) (Appendix K)

### How Much Can I Put Into The Plan?

Your biweekly deduction can be for a specific dollar amount or a specified percentage of your includable compensation.

The minimum dollar amount is \$10 per type of investment.

The maximum dollar amount is \$100 per pay. \*(a)

The minimum percentage designation is 1 percent per type of investment.

The maximum percentage designation is 20 percent. \*(b)

- NOTE: \* (a) If you wish to defer over \$100 per pay you must convert it to a percentage designation;  
\* (b) If you are also contributing to the Deferred Compensation Plan I 457, the maximum percentage designation is 15 percent.

If you designate a percentage deduction, the amount of your biweekly contribution will increase or decrease as your includable compensation changes.

If you designate a specific dollar deduction, the amount of your biweekly contribution will remain constant, regardless of changes in gross wages and/or includable compensation.

The maximum annual deferral is 20 percent of your includable compensation OR the dollar limit established each calendar year by IRS, whichever is less. Any amounts contributed to Deferred Compensation Plan I 457 in the same year will reduce the maximum deferral amount to \$7,500.

### How Is The Money Invested?

Contributions to the plan are held in trust. Employees may direct investments to a Guaranteed Investment Contract (GIC) and/or any one or all five mutual fund options. With a GIC, the state contracts through a competitive bid process with an outside investing entity, usually an insurance company, that guarantees the principal and a certain rate of return over a specific period of time.

In addition to the GIC investment, participants can elect to invest in mutual funds. Fidelity Investments manages the family of funds offered by the State of Michigan. These funds are available to plan participants on a no-load basis, (no sales charges) with Fidelity responsible for all record keeping services. The mutual fund investment option does not guarantee a rate of return or preservation of principal.

Each of the mutual funds has a unique investment objective, offering 401(k) participants a range of choices from a money market fund to a growth fund. The following is a brief summary of the funds:

Fidelity Cash Reserves

Money market fund with emphasis on high quality, short-term investments.

Fidelity Intermediate Bond

Bond fund with an average maturity range between 3 and 10 years.

Fidelity Puritan Fund

A balance fund with investments in both stock and bonds, with a primary objective of income and a secondary emphasis on growth.

Fidelity Equity Income Fund

A common stock fund concentrating on dividend paying stock to meet the objective of an income fund with some potential for growth.

Fidelity Magellan Fund

Magellan is an aggressive growth fund. It concentrates on common stocks that have the potential for a long-term capital appreciation.

#### **Are Transfers Allowed Between The Fixed Investment Account and Fidelity Mutual Funds?**

There are two transfer periods conducted to allow participants to transfer accumulated funds from fixed investments to mutual fund investments or mutual fund investments to fixed investments.

Applications for transfers are accepted during March and September. The effective dates of the transfers are May 15 (or first business day after the 15th) and November 15 (or first business day after the 15th).

There is an administrative fee of \$10 for each account type transferred (salary deferral pre-tax and recharacterized after-tax). Transfer form CS-1506 is available at your Personnel offices or from the Civil Service Deferred Compensation office.

#### **How Are Earnings Reported?**

The interest earnings of the GIC contracts and the interest earnings from the State Treasury Common Cash Fund determine the Deferred Compensation II Fund rate of return. Interest earnings are distributed to member accounts quarterly. Interest is reported to members on their "Annual Report of Account Activity" which summarizes the activity for the calendar year. These statements are issued 30 - 60 days following the end of the calendar year.

Fidelity Investments provides a quarterly report of account activity to participants which summarizes contributions and earnings for the current quarter as well as plan-to-date information.

#### **What Are The Fees and Charges?**

Participants in the fixed investment account pay a one-time nonrefundable enrollment fee of \$15 to cover the administrative expenses. Participants in the Fidelity family of funds also incur a \$2 per quarter statement fee. The State's administrative fee factor is assessed to both GIC accounts and Fidelity mutual fund accounts to provide an equitable method of distribution of administrative costs for operation of the Plan.

FOR MORE FIDELITY INVESTMENT INFORMATION

CALL 1-800-447-6390.

**LOANS****What Are the Requirements for Borrowing?**

The plan permits participants who have been in the plan for one year and have a Fixed GIC Investment Account balance of \$1,040 or more to secure a tax-free loan. You may NOT borrow from monies invested in the mutual funds. Please refer to the Civil Service Publication "Deferred Compensation/401(k) Participant Loans" for more detailed information.

**PAYOUTS****When Are Distributions Subject to Penalty?**

Money can be withdrawn without penalty at age 55 for employees who are retiring from State employment, or after age 59 1/2 for those separating from State service for other reasons.

**How Are Benefits Paid?**

Deferred Compensation II payments may begin as early as 60 days following the departure date. However, employees can defer the decision on TIME and METHOD of payment until age 70 1/2. (Distribution of 401(k) funds must begin by April following the calendar year a member reaches age 70 1/2, or if later, the April 1 following the calendar year in which the participant's employment terminates.)

Several Payout methods are available to participants:

**Option A**

If you wish to withdraw all or a portion of your 401(k) funds, complete Section A. This lump sum distribution is subject to 20 percent withholding. This type of withdrawal qualifies for special tax treatment.

**Option B**

If you wish to rollover your 401(k) funds to an IRA or to a new employer's 401(k), complete Section B. A W-4P must be completed to elect not to have income tax withheld. Indicate name, address, and account number of receiving institution. Funds must be paid direct to the institution.

**Option C**

If you wish your annual payout to cover a specific time (for example - three years, ten years, etc.), complete Section C. The annual payment will be determined by your account balance and the interest earnings applied to your account. OR You may designate a specific dollar amount (before tax withholding) for annual payments.

**Option D**

If you wish your monthly payout to cover a specific time (for example - three years, ten years, etc.), complete Section D. The amount of monthly payment will be determined by your account balance and interest earned during the payout period. Payments will fluctuate annually to reflect current interest earnings.

**Option E**

If you wish your payout to cover a specific amount (for example \$100 per month, \$200 per month, etc.), complete Section E. The length of time the payments will continue will be determined by your account balance and interest earned during the payout period. Payments will not be extended past 20 years.

The options allow participants to design the payout of deferred salary in the manner best suited for their financial and income tax situation.

Money invested in the mutual funds with Fidelity Investments can be retained by Fidelity after separation, until it is time for the payout to begin.

All required instructions and forms are included in the Deferred Compensation Plan II/401(k) Payout Kit and Guidebook available at either your Personnel Office or the Civil Service Deferred Compensation Office.

## HARDSHIP WITHDRAWALS

A special provision for withdrawal of funds due to financial hardship is also available. The situation must meet the requirements of the State of Michigan Hardship Withdrawal Standards. The participant must furnish evidence of the hardship and the financial loss incurred as a result. Furthermore, participants must make a reasonable attempt to exhaust all available assets, including assets of the spouse. If approved, employees must cease deferrals in both Plan I and II for no less than 12 months. Also, if approved, members cannot withdraw interest earned on their account since January, 1989. An automatic 15 percent withholding (10 percent Federal, 4.6 percent state) is assessed on an approved distribution. 401(k) funds are also subject to an additional 10 percent excise tax penalty for withdrawal before age 59 1/2.

### Hardship Withdrawal Standards

The 1988 IRS regulations require the State to use a two-part test in determining whether to grant an employee's request for a hardship distribution.

#### I. Establishing the Need

The employee must exhibit an immediate and heavy financial need that would necessitate hardship withdrawal.

- \* Deductible medical expenses described in IRS 213(d) (Publication 502) for the employee, spouse, and dependents.
- \* The purchase (excluding mortgage payments) of a principal residence for the employee.
- \* The payment of tuition for the next term or semester of post secondary education for the employee, spouse, children, and dependents.
- \* A payment to prevent eviction from, or foreclosure on, the employee's principal residence.
- \* Living expenses during layoffs.

#### II. Lack of Financial Resources

- \* The employee must furnish evidence of lack of resources.
- \* The distribution must not exceed the amount of the need.
- \* The State will evaluate the facts and circumstances of each individual request.
- \* The State will rely on employee representation that the need cannot be met by:
  - Insurance reimbursement.
  - Reasonable liquidation of the employee's assets, his or her spouse's assets, 401(k), 457 or 403(b) plans, and assets held by their children to the extent not protected by the Uniform Gifts to Minors Act.
- \* Employee must utilize non-taxable loans from the plan or from any plan from a previous employer, or by a loan from a commercial institution on reasonable terms.
- \* Employee must cease pre-tax contributions of the 401(k) and the 457 plan for no less than 12 months.

#### For Additional Information Contact:

Michigan Department of Civil Service  
Employee Benefits Division  
400 S. Pine Street  
P.O. Box 30002  
Lansing, MI 48909

Deferred Compensation Plan I/457  
(517) 373-8837

Deferred Compensation Plan II/401(k)  
(517) 373-9950

For updates to plan information

**APPENDIX L**  
**FLEXIBLE COMPENSATION PLAN**

The employee's share of the cost of health, vision, and dental insurance coverage is deducted from gross pay rather than take home (after-tax) pay. This reduces the amount of State and Federal taxes withheld. The gross pay before all the deductions is still used for the computation of retirement, life insurance, and long term disability benefits. The employee automatically makes the election for flexible compensation by enrolling in the health, vision or dental plans. The premium for Long Term Disability (LTD) is not deducted before taxes because it would make the LTD benefits entirely taxable instead of being partially tax free as they are now. Effective 1/1/87, federal FICA taxes will also not be deducted from the amount employees pay for health, vision and dental insurance.

**APPENDIX M**  
**Longevity Compensation Plan**  
**Schedule of Payments**

YEARS OF SERVICE	EQUIVALENT HOURS OF SERVICE *	ANNUAL PAYMENTS
-----		
6	12,480	
7	14,560	\$260
8	16,640	
9	18,720	
-----		
10	20,800	
11	22,880	\$300
12	24,960	
13	27,040	
-----		
14	29,120	
15	31,200	\$370
16	33,280	
17	35,360	
-----		
18	37,440	
19	39,520	\$480
20	41,600	
21	43,680	
-----		
22	45,760	
23	47,840	\$610
24	49,920	
25	52,000	
-----		
26	54,080	
27	56,160	\$790
28	58,240	
29	60,320	
-----		
30	62,400	\$1040
& Over	& Over	
-----		

\* Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket.



# APPENDIX N

## SUPERVISOR'S REPORT OF REASONABLE SUSPICION

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

TIME: \_\_\_\_\_

### OBSERVATIONS

BREATH (ODOR OF ALCOHOLIC BEVERAGE):	<input type="checkbox"/> Strong	<input type="checkbox"/> Faint	<input type="checkbox"/> Moderate	<input type="checkbox"/> None
<hr/>				
EYES:	<input type="checkbox"/> Bloodshot	<input type="checkbox"/> Glassy	<input type="checkbox"/> Normal	<input type="checkbox"/> Watery
	<input type="checkbox"/> Heavy Eyelids	<input type="checkbox"/> Fixed Pupils	<input type="checkbox"/> Dilated Pupils	<input type="checkbox"/> Clear
<hr/>				
SPEECH:	<input type="checkbox"/> Confused	<input type="checkbox"/> Stuttered	<input type="checkbox"/> Thick-Tongued	<input type="checkbox"/> Accents
	<input type="checkbox"/> Fair	<input type="checkbox"/> Slurred	<input type="checkbox"/> Good	<input type="checkbox"/> Mush Mouthed
	<input type="checkbox"/> Cotton Mouthed	<input type="checkbox"/> Other		<input type="checkbox"/> Mumbled <input type="checkbox"/> Not Understandable
<hr/>				
ATTITUDE:	<input type="checkbox"/> Extremed	<input type="checkbox"/> Combative	<input type="checkbox"/> Hilarious	<input type="checkbox"/> Indifferent
	<input type="checkbox"/> Insulting	<input type="checkbox"/> Care-Free	<input type="checkbox"/> Cocky	<input type="checkbox"/> Sleepy
	<input type="checkbox"/> Profane	<input type="checkbox"/> Polite	<input type="checkbox"/> Other	<input type="checkbox"/> Talkative <input type="checkbox"/> Cooperative
<hr/>				
UNUSUAL ACTION:	<input type="checkbox"/> Bloodsucking	<input type="checkbox"/> Belching	<input type="checkbox"/> Vomiting	<input type="checkbox"/> Fighting
	<input type="checkbox"/> Laughing	<input type="checkbox"/> Other		<input type="checkbox"/> Crying
<hr/>				
BALANCE:	<input type="checkbox"/> Falling	<input type="checkbox"/> Needs Support	<input type="checkbox"/> Wobbling	<input type="checkbox"/> Swaying
				<input type="checkbox"/> Other
<hr/>				
WALKING:	<input type="checkbox"/> Falling	<input type="checkbox"/> Slurring	<input type="checkbox"/> Stumbling	<input type="checkbox"/> Swaying
				<input type="checkbox"/> Other
<hr/>				
TURNING:	<input type="checkbox"/> Falling	<input type="checkbox"/> Slurring	<input type="checkbox"/> Stumbling	<input type="checkbox"/> Swaying
	<input type="checkbox"/> Other			<input type="checkbox"/> Hesitant

INDICATE ANY OTHER UNUSUAL ACTIONS, STATEMENTS OR OBSERVATIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNS OR COMPLAINTS OF ILLNESS OR INJURY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SAFETY-SENSITIVE FUNCTION:  YES  NO. DESCRIBE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### SUPERVISOR'S OPINION

APPARENT EFFECTS OF ALCOHOL/DRUG USE:  None  Slight  Obvious  Extreme

ADDITIONAL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUPERVISOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

WITNESSES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Letter of Understanding  
Article 6**

During negotiations the parties acknowledged that federal and constitutional law requirements regarding union security provisions are unsettled.

The parties understand and agree that the provisions set forth in Article 6 shall only be applied in accordance with current law.

**Letter of Understanding  
Article 8  
Grievance Procedure**

During negotiations in 1995 the parties discussed concerns regarding the effectiveness of the grievance procedure including the issuance of timely and responsive grievance answers. The parties agree that every effort should be made to settle grievances at the lowest possible step by an open and thorough review of all factors pertinent to the grievance.

In order to enhance the effectiveness of the grievance procedure the parties agree to jointly develop a training program, within 90 calendar days of Civil Service approval of this Agreement, for stewards and management respondents at Steps One and Two of the grievance procedure. This program will be developed on a pilot basis and implemented in one department, jointly selected by the parties, during fiscal year 1995-96. The parties will seek any necessary funding through the Department of Civil Service, Personnel Development Division.

**Letter of Understanding  
Article 8  
Grievance Procedure**

During negotiations in 1995, the parties discussed problems with the Michigan Department of Corrections providing timely Step Three grievance answers involving written reprimands.

The parties agree that in the Department of

Corrections, written reprimands may be appealed to arbitration only:

- when a written reprimand has been timely grieved, and,
- the grievance has not been answered at Step Three prior to discipline being appealed to arbitration, and,
- that written reprimand is used to support further progressive discipline (which discipline would be by definition appealable to arbitration), and,
- which discipline is, in fact, appealed to arbitration,

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

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

#### **Letter of Understanding Article 12**

The parties agree to incorporate this Letter of Understanding to express their intentions relative to the application of Article 12.

1. Arbitration Award No. 54 39 1275 84 does not express the intent of the parties and employees are not prohibited from bumping into vacancies in accordance with Article 12 in the face of Recall Lists.

2. In those departments where the parties agree in secondary negotiations to layoff units larger than a county, provisions of Article 12, Section F, relating to reassignments to adjust the work force after a layoff shall be a proper subject for secondary negotiations.

#### **Letter of Understanding Article 12**

During negotiations in 1991 the parties discussed provisions of Article 12, Section C relating to out-of-line seniority layoff and recall to maintain an affirmative action program approved by MEEBOC or its successor. The parties understand and agree that such provisions shall be applied in accordance with current law.

**Letter of Understanding  
Article 14, Section E  
Meal Periods**

During negotiations in 1995, the parties discussed concerns raised by the Union regarding Article 14, Section E., Meal Periods, as it applies to the Department of Corrections and Department of Community Health Huron Valley Center employees. It is not the Employer's intent to reduce the employee's meal period. Management agrees to take into account unforeseen delays at security checkpoints in determining the amount of time necessary to provide an adequate meal break. Application of this Letter shall be a proper subject for secondary negotiations.

**Letter of Understanding  
Article 22  
Health and Safety**

The Employer and MSEA agree to reopen this Article for negotiation if MIOSHA and the Division of Occupational Health are eliminated or significantly reduced by legislative action.

**Letter of Understanding  
Article 22, Section I  
Contagious Diseases**

During the 1995 negotiations, the parties discussed their concerns regarding Bargaining Unit members performing re-construction work in existing laboratories of the Department of Community Health, Community Public Health Agency where they may be exposed to unknown contaminants. Therefore, prior to re-construction work in existing laboratories being performed by Bargaining Unit members, the Union will be notified by the Department of Community Health, Community Public Health Agency.

**Letter of Understanding  
Article 35, Section K**

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

**Letter of Understanding  
Article 40**

MSEA and OSE agree to investigate the feasibility of developing a program that will allow employees, upon retirement, to convert a portion of unused sick leave into an actuarial sound fund. The earned interest from said fund to be used to pay the employees share of all health care premium costs, including dependent coverage.

**Letter of Understanding  
Article 43, Section N  
Personal Leave Day**

During negotiations in 1989 the parties discussed the Union's concerns regarding the granting of requested personal leave days. The parties agree to the following expedited procedure for handling denials of requested personal leave days.

When an employee has submitted a written request to utilize a personal leave day at least ninety-six hours prior to the beginning of the pay period and when such request has been denied, the employee may present a grievance to the step one representative with a request to expedite the grievance. If not expedited to the satisfaction of the Union, the Union may verbally contact the step two representative, explain the situation, and request an expedited answer. If not expedited to the satisfaction of the Union, the Union may contact the step three representative, explain the situation, and request an expedited answer.

At each step, every effort will be made to answer the grievance prior to the date the personal leave is to be taken.

**Letter of Understanding**  
**Article 43**  
**Motor Carrier Officer - Per Diem**

During negotiations in 1987, the parties discussed the action taken in 1985 negotiations wherein the parties agreed that the per diem previously paid to Motor Carrier Officer III and IVB would be rolled into the base rate. Such action was taken on June 15, 1986. This letter is written solely to document that action.

**Letter of Understanding**  
**Article 43**  
**Conservation Officer School**

Conservation Officer School consists of orientation, MLEOTC training and the DNR Recruit School. Currently, orientation lasts one (1) week, MLEOTC training lasts fourteen (14) weeks and the DNR Recruit School lasts six (6) weeks. In the event there are changes in the time frames of the MLEOTC training or the DNR Recruit School MSEA will be notified. The Department will meet and discuss with MSEA the rationale for such changes. Changes in the time frame of the orientation shall be by mutual agreement of the parties.

Conservation Officer 10 base hourly rates for recruits while in Conservation Officer school (prior to graduation) shall be 77% of the hourly rate for pay range 591. The nature of training of Conservation Officer recruits during the orientation, MLEOTC training and DNR Recruit School mandates the scheduling of at least eight (8) hours per week in overtime. It is therefore agreed that the compensation paid to a Conservation Officer 10 while in Conservation Officer school shall include base wages plus compensation for overtime at the rate of time and one-half (1 1/2) as provided in this Agreement. The overtime pay earned prior to the completion of Conservation Officer school shall not be less than eight (8) hours times the number of weeks of Conservation Officer school, or the Employer agrees to pay the difference between overtime worked and the aforementioned amount. In the event that a Conservation Officer 10 leaves employment prior to completion of Conservation Officer school, the overtime payment shall equal eight (8) hours times the number of weeks actually in attendance at the Conservation Officer school. Only completed weeks shall be counted in its computation.

**Letter of Understanding  
Article 43**

The parties agree that in the event a national health plan is implemented during the term of this Agreement which impacts on the ability of the state to pay or employees to receive the incentive payments outlined in Article 43, Section A-1, the parties will reopen the Agreement for negotiations on the impact of that plan.

**Letter of Understanding  
Article 43  
State Property Security Officer**

State Property Security Officer base hourly rates for recruits while in recruit training school (prior to graduation) shall be 52.6% of the hourly rate for pay range 603. The nature of training of State Property Security Officer recruits at the Michigan State Police Academy mandates the scheduling of at least twenty-four (24) hours per week in overtime. It is therefore agreed that the compensation paid to a State Property Security Officer while in recruit school shall include base wages plus compensation for overtime at the rate of time and one-half (1 ½) as provided in this Agreement. The overtime pay earned prior to the completion of recruit school shall not be less than twenty-four (24) hours times the number of weeks of recruit school, or the Employer agrees to pay the difference between overtime worked and the aforementioned amount. In the event that a State Property Security Officer leaves employment prior to completion of recruit school, the overtime payment shall equal twenty-four (24) hours times the number of weeks actually in attendance at the recruit school. Only completed weeks shall be counted in its computation.

**Letter of Understanding  
Article 43**

The parties agree to review in the Joint Health Care Committee the Blue Cross/Blue Shield AIDS rider which was discussed during negotiations. Upon mutual agreement it will be offered to employees with the cost of the rider to be paid by the employee.

**Letter of Understanding**  
**Article 43**  
**Motor Carrier Recruit School**

Motor Carrier Officer III base hourly rates for recruits while in recruit training school (prior to graduation) shall be 52.6% of the hourly rate for pay range 600. The nature of training of Motor Carrier Officer recruits at the Michigan State Police Academy mandates the scheduling of at least twenty-four (24) hours per week in overtime. It is therefore agreed that the compensation paid to a Motor Carrier Officer III while in recruit school shall include base wages plus compensation for overtime at the rate of time and one-half (1 1/2) as provided in this Agreement. The overtime pay earned prior to the completion of recruit school shall not be less than twenty-four (24) hours times the number of weeks of recruit school, or the Employer agrees to pay the difference between overtime worked and the aforementioned amount. In the event that a Motor Carrier Officer III leaves employment prior to completion of recruit school, the overtime payment shall equal twenty-four (24) hours times the number of weeks actually in attendance at the recruit school. Only completed weeks shall be counted in its computation.

**Letter of Understanding**  
**Article 49**

During negotiations in 1988 the parties discussed the Union's concern regarding Permanent-Intermittent employees being worked full-time for extended periods. The parties agree that the issue of converting such employees to permanent full-time is a proper subject for secondary negotiations in accordance with Article 49, Paragraph 4.

**Letter of Understanding**  
**Article 49**  
**Permanent-Intermittent and Part-Time Employees**

During negotiations in 1991, the parties discussed concerns raised by the Union regarding part-time employees. The parties agree that such matters are a proper subject for labor/management meetings where a good



faith effort will be made to discuss and resolve problems of mutual concern. In the event the Union continues to have unresolved concerns about these issues they may be included as a proper subject of a labor/management council meeting.

### **Letter of Understanding Sub-Class Codes**

During negotiations in 1995, the parties discussed the potential impact of the expansion of sub-class codes as it relates to layoff and recall, transfer, and all other applicable articles and secondary agreements.

Since the changes in this area are not completely known, the parties agree to re-open negotiations solely to address this issue upon the written request of either party.

The parties further recognize and agree that the application of sub-class codes, as referenced above, is a mandatory subject of bargaining, and as such, agree to submit unresolved issues to the Impasse Panel.

### **Letter of Understanding Drug and Alcohol Testing**

Except for drug and alcohol testing that is legally mandated, the parties agree to submit the issue of drug and alcohol testing in individual departments to secondary negotiations.

### **Letter of Understanding Implementation of the Family and Medical Leave Act**

Except as otherwise provided by specific further agreement between the undersigned exclusive representative and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act (FMLA or Act) as may be amended and its implementing Regulations as may be amended which took

effect on April 6, 1995, for the Labor & Trades and Safety & Regulatory Bargaining Units.

When an employee takes leave which meets the criteria of FMLA leave, the employee may request to designate the leave as FMLA leave or the Employer may designate such leave as FMLA leave. This applies when the employee requests an unpaid leave or is using applicable leave credits.

1. Employee Rights. Rights provided to employees under the terms of the collective bargaining agreement are not intended to be diminished by this Letter of Understanding. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.
2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the applicable collective bargaining agreement.
3. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of twelve (12) work weeks of FMLA leave during the twelve (12) month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve (12) month period begins the first time leave is taken after completion of any twelve (12) month period.
4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve (12) work weeks during a twelve (12) 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. Information to the Employer. In accordance with the Act, the employee, or the employee's spokesperson if the employee is unable to do so personally, shall provide information for qualifying purposes to the Employer.
6. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U.S. Department of Labor has issued its final regulations implementing the Act effective April 6, 1995. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the Union and opportunity for the Union to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law.
7. Complaints. Employee complaints alleging that the Employer has violated rights conferred upon the employee by the FMLA may be taken to the Appointing Authority, its designated representative or to the U.S. Department of Labor. However, complaints involving the application or interpretation of the FMLA or its Regulations shall not be grievable under the collective bargaining agreement.
8. 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 (12) months and have worked at least 1,250 hours in the previous twelve (12) months. An employee's eligibility for contractual leaves of absence remain unaffected by this Letter of Understanding, however, such leaves will count towards the employee's FMLA leave entitlement after the employee has been employed by the Employer for at least twelve (12) months and has worked 1,250 hours during the previous twelve (12) month period. Where the term "employee" is used in this Letter of Understanding, it means, "eligible employee". For purposes of FMLA leave eligibility "employed by the Employer" means "employed by the State of Michigan".
9. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled under the Act to a combined total of twelve (12) work weeks of FMLA leave

during a twelve (12) month period.

10. General Provisions.

- a. Time off from work for a qualifying purpose under the Act (FMLA leave) will count towards the employee's unpaid leave of absence guarantees as provided in the collective bargaining agreement. Time off for family care leave will be as provided under the Act.
- b. Employees may request and shall be allowed to use accrued annual or personal leave to substitute for unpaid FMLA leave.
- c. The Employer may designate a Leave of Absence under Plan C of the Voluntary Work Schedule Adjustment Program (VWSAP) as a FMLA leave if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act, prior to the end of the leave. A Plan A reduced work schedule under the VWSAP may be designated by the Employer as a FMLA leave, if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act.
- d. Employees may request to use accrued sick leave to substitute for unpaid FMLA leave for the employee's own serious health condition or serious health condition of the employee's spouse, child, or parent.
- e. The Employer may temporarily reassign an employee to an alternative position in accordance with the collective bargaining agreement when it is necessary to accommodate an intermittent leave or reduced work schedule in accordance with the Act. Upon completion of a FMLA leave, employees shall be returned to their original positions in accordance with the Act.
- f. Second or third medical opinions, at the Employer's expense, may be required from health care providers where the leave is designated as counting against an employee's FMLA leave entitlement in accordance with the Act.
- g. Return to work from a FMLA leave will be in accordance with the provisions of the Act and the collective bargaining agreement.

11. Insurance Continuation. Health Plan benefits will continue in accordance with the Act. However, contractual Health Plan benefits are not intended to be diminished by this provision.
12. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave during a twelve (12) month period, granted pursuant to the collective bargaining agreement, may count towards an eligible employee's FMLA leave entitlement.
13. Annual Leave. When an employee elects to use annual or personal leave, and it is determined, based on information provided to the Employer by that employee or that employee's spokesperson if the employee is unable to do so personally (in accordance with the Act), that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:
  - a. To substitute for an unpaid intermittent or reduced work schedule; or
  - b. When the absence from work is intended to be for five (5) or more work days.
14. Sick Leave. An employee may elect or the Employer may require the employee to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that an employee exhaust sick leave before a personal medical leave commences shall continue.

In addition, an employee will be required to exhaust sick leave credits down to eighty (80) hours before a FMLA family care leave commences. If it is determined, based on information provided to the Employer by that employee or that employee's spokesperson if the employee is unable to do so personally (in accordance with the Act), that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:

- a. To substitute for an unpaid intermittent or reduced work schedule; or

- b. When the absence from work is intended to be for five or more work days.

Annual leave or personal leave used in lieu of sick leave may be likewise counted.

15. Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. An employee's entitlement to parental leave will expire and must conclude within twelve (12) months after the birth, adoption, or foster care placement of a child. However, in accordance with the Act, an eligible employee is only entitled to up to a total of twelve (12) work weeks of leave for foster care placement of a child. Up to twelve (12) work weeks of leave will be counted towards the FMLA leave entitlement. An employee may elect to substitute annual or personal leave for any portion of the unpaid parental leave. Intermittent or reduced work schedules may only be taken with the Employer's approval.
16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a light duty assignment in lieu of continuing on FMLA leave, the employee's right to restoration to the same or an equivalent position, is available until twelve (12) weeks have passed within the twelve (12) month period including all FMLA leave taken and the period of light duty.

**Letter of Understanding**  
**Short Term Worker I**  
**(State Worker 4, effective 3/96)**

Within 30 calendar days of the ratification of this Agreement, the parties will meet to review the duties and responsibilities performed by employees classified as Short Term Worker I (State Worker 4). The parties agree to recommend the assignment of those positions performing bargaining unit work to the bargaining unit.

**Letter of Understanding  
Compensation for Short Term Worker 1  
(State Worker 4, effective 3/96)**

Effective October 1, 1996 the pay rates for employees classified as Short Term Worker 1 (State Worker 4) will be:

\$4.50  
\$4.75  
\$5.00  
\$5.25  
\$5.50  
\$5.75  
\$6.00  
\$6.25  
\$6.50  
\$6.75

Employees in the MSEA bargaining units classified as Short Term Worker 1 (State Worker 4) will be paid at one of the above rates as determined by the Departmental Employer. These rates are not to be considered as steps in a pay range, and Short Term Workers (State Workers) do not advance through a pay range based on hours of service. Any negotiated across the board pay increase will not be applied to these pay rates unless mutually agreed otherwise.

**Letter of Understanding  
Payroll Deductions and Remittance  
for Michigan Educational Trust**

The parties recognize that the State may offer state employees the opportunity for payroll deduction in conjunction with individual employee's participation in the Michigan Educational Trust (M.E.T.) Program. In the event the State initiates a payroll deduction opportunity for M.E.T. participants, members of the bargaining unit who are M.E.T. participants will be offered the opportunity to individually initiate enrollment in such state program.

It is understood that initiation and continuation of the M.E.T. payroll deduction program is subject to the provisions of applicable statutes and regulations, and will be administered in accordance with such laws and regulations. Should the State determine to alter, amend, or terminate such M.E.T. payroll deduction program, the

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

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

### **Letter of Understanding Cafeteria Benefits Plan**

During 1992 negotiations between the State of Michigan and the MSEA, the parties agreed that a Cafeteria Benefits plan will be offered for all Bargaining Unit members beginning FY1993-94. The Cafeteria Benefits Plan will be offered to all Bargaining Unit members during the annual enrollment process conducted during the summer of 1993 and will be effective the first full pay period in October, 1993 or as soon thereafter as administratively possible.

The Cafeteria Benefits Plan will consist of the group insurance programs and options available to Bargaining Unit members during FY1992-93 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 FY1992-93 will continue during FY1993-94, FY1994-95 and FY1995-96.

The parties discussed the manner in which employees will make individual benefit selections under the Cafeteria Benefits Plan and 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 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 Cafeteria Benefits Plan to employees electing HMO, Catastrophic Health or Preventive Dental Plan coverage will be paid biweekly. As discussed by the parties, incentives can be taken in "cash" on an after-tax basis or directed on a pre-tax basis into the Flexible Spending Accounts or Deferred Compensation Plans. Similarly, any additional amounts received as the result of selecting less expensive life insurance coverage will be paid biweekly.

The parties agree to meet as soon as possible following Civil Service Commission approval for the purpose of discussing disseminating information about the Cafeteria Benefits Plan.

#### **Letter of Understanding Incentive Payments for Cafeteria Benefits Plan**

The parties have agreed on the implementation of a Cafeteria Benefits Plan which include financial incentive payments of \$125 to employees selecting HMO coverage; \$1300 payments to employees selecting Catastrophic Health Plan coverage; and \$100 payments to employees selecting the Preventive Dental Plan. While the Agreement provides for the payments of these amounts pro-rated on a biweekly

basis, the parties have discussed the payment of the \$125 and \$100 incentive payments in one lump sum. The parties agree that these two incentive payments will be paid in a lump sum if such an approach is applied uniformly to all eligible State employees. If such an approach is implemented, employees who receive the payment and later leave State service for any reason, or who move out of the plan for which the incentive payment was made, will be required to pay back a pro-rated portion of that payment which is the number of pay periods remaining in the fiscal year divided by twenty-six then multiplied by the amount of the payment. As an example, an employee who receives a \$100 incentive payment but retires after completing thirteen pay periods of the fiscal year would have \$50 deducted from the last pay check received. Such a pro-rated approach would also apply to employees entering State service after the start of the fiscal year and employees going on seasonal layoff.

LETTER OF UNDERSTANDING

MICHIGAN STATE EMPLOYEES ASSOCIATION

CONTINUATION OF IRS-APPROVED 401(K) EMPLOYER-MATCH OPTION

The parties mutually agree to continue the current IRS-determined qualified 401(k) employer match plan ("the plan") which allows employees to voluntarily elect to accept their lump sum direct cash payment, outlined in the parties' current collective bargaining agreement, as an 'employer match' on a dollar-for-dollar basis.

Furthermore, to the extent the plan continues to be a qualified plan as determined by the IRS, the Employer agrees to contribute fifty percent (50%) of the dollar amount the state would have been required to pay into the state retirement and FICA accounts, had the the employee elected to accept the lump sum amount provided in the parties' current collective bargaining agreement as a direct cash payment.

For MSEA:

For the Employer:

 13 Jul 95  
John Denniston Date

 7/13/95  
Janine M. Winters Date

 7/13/95  
Eileen Kleuckling Date

## VOLUNTARY WORK SCHEDULE ADJUSTMENT PROGRAM

### Michigan State Employees Association

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

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and Appointing Authority, in all other cases, once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

#### Plan A. 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 and if all other requirements of the law and collective bargaining agreement are met.**

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

**Plan C. Leave of Absence.**

**C.1. Eligibility.**

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

**C.2. Definition.**

With the approval of the supervisor and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months, not to extend beyond **September 20, 1996**. The three (3) month period is not intended to be cumulative. Time off on Plan C leave 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 and if all other requirements of the law and collective bargaining agreement are met.

**C.3. Insurances.**

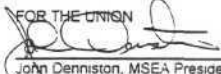
All state-sponsored group insurance programs with the exception of long term disability (LTD) insurance, in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, by the employee pre-paying the employee's share of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

**C.4. Leave Accruals.**

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

**C.5. Service Credit.**

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

FOR THE UNION  
  
John Denniston, MSEA President

FOR THE EMPLOYER  
  
Janine M. Winters, Director

  
Eileen E. Kleucking, Chief Negotiator

## Index

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>A</b>		
Accidental Death Insurance .....	43H	139
Access to Documents .....	8H	28
Access To Premises by MSEA Staff .....	4I	10
Administrative Leave .....	7B, 13SR	18, 61
	18D, 19D	80, 82
	31B, 35K	93, 107
	36C-E, LoU	109-10, 201
Admin. Leave Approval Procedures .....	7E	20
Administrative Leave Bank .....	7D	18
Affirmative Action .....	12C, 13LT	42, 51
	13SR, LoU	60, 199
Aid to Other Organizations .....	4A	4
AIDS Rider .....	LoU	203
Alcohol (& Drug) Testing .....	31C, AppN	95, 197
	LoU	205
Allowance - Annual Leave .....	11A, 39A-C	36, 113-4
Allowance - Sick Leave .....	40A	118
Alternative Delivery Systems .....	43D-7	127
Alternative Duty .....	31B, C, 35M	94, 97, 109
Amend Agreement .....	2, 8B4, 53	1, 26, 158
Annual Leave .....	39A-K	113-8
	7A, B	17, 18
	15E, 36E	68, 110
Annual Leave Conversion to Sick Leave .....	39I	116
Appendices, Incorporation of .....	42	122
Appointment Duration .....	3C, AppC	3, 165
Appointment Type .....	AppC	165
Arbitration .....	8B4, 8H, LoU	24, 28, 198
Assignment - Labor & Trades .....	13LT, A-F	47-54
Assignment - Safety & Regulatory .....	13SR, A-E	54-61
Association Rights .....	4A-I	4-11
Authorized Deductions .....	4B, 6A-F	5, 13-6
	32, 41D	98, 122
	AppG	174
<b>B</b>		
Back Pay .....	8D, 9C	27, 32
Bargaining Unit Work .....	52	155
Bargaining Units .....	3A, AppA, B	2, 160, 162
Basic and Major Medical Plan .....	43D	124
Benefit Eligibility .....	43, AppC	123-50, 165
Bereavement Leave .....	40I	120
Bi-Weekly Work Period .....	14A, 41B	61, 121
Birthing Center Care .....	43D-7	127
Blood Storage .....	43D-22	132
Brand Name Drugs .....	43D-12, AppI	128, 180

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>B</b>		
Breaks .....	14E, F 35F, L	63, 64 104, 108
Building Safety .....	22C, H, L	83, 85, 87
Bulletin Boards .....	4C	6
Bumping .....	12A, C, D	39, 41, 42
Business and Activities, MSEA .....	7A-E	16-20
Buy Back - Annual Leave .....	7A, B, 15E 39J	17, 18, 69 117
<b>C</b>		
CS-138 Form .....	52, AppH	157, 178
Cafeteria Benefits Plan .....	43C, LoU	124, 212
Callback .....	14H, 49	64, 154
Cap - Annual Leave .....	15E, 39F	69, 115
Career Advancement .....	38	113
Center for Disease Control (CDC) .....	22I	85
Certification/Licensure .....	13LT-E 13SR-C 29, 31B 33C, 38	50 60 91, 93 100, 113
Chief Stewards .....	18A-D 22N, 23A	78-80 88, 88
Child Care .....	43Y	150
Civil Service Compensation Plan .....	47	152
Civil Service Rules .....	47	152
Civ. Serv. Technical Appeals Procedure .....	33D	100
Class Cluster .....	12A-E, 13B	39-44, 56
Class Series .....	12D	43
Class Specifications .....	33A-E, 38	99-100, 113
Classification .....	3B, 12C	2, 41
Clothing - Protective .....	22F, 22J, 35A	84, 87, 102
Clothing - Uniforms .....	35A	102
Commercial Drivers License (CDL) .....	31B	93
Compensation .....	43	123-50
Compensation for General Emergency .....	36A-E	109-110
Compensation for Overtime .....	15B, C	67, 68
Compensation - Deferred .....	43S, U, AppJ AppK, LoU	149, 149, 184 191, 215
Compensation - Longevity .....	AppM	196
Compensation - Short Term Worker I .....	LoU	211
Compensatory Time .....	15A, E, 36E	66, 68, 110
Compliance - Health and Safety .....	22K	87
Compliance - Representation Fee .....	6D	15
Conditions of Employment .....	5, 13B, 26	12, 56, 90
Conduct - Grievance .....	8I	29
Confidentiality - Medical Records .....	17H	77
Confidentiality - Personnel File .....	17F	76
Conflict of Interest .....	24	89

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>C</b>		
Conservation Officer Per Diem .....	43Z	150
Conservation Officer School .....	LoU	202
Contagious Diseases .....	22I, LoU	85, 200
Continuing Benefits .....	2D	2
Continuous Service Hours .....	11A-C, 12C	35-8, 41
	39C	114
Contract Conflicts .....	2, 8A, 47	1, 22, 152
Contract Interpretation .....	8A, B	20, 22-4
Contract Modifications .....	2, 8B	1, 26
Contracting / Subcontracting .....	52, AppH	156, 178
Controlled Substances .....	31C	95-7
Counseling .....	10A-E, 8A	34-5, 22
	9B, 17G, 22N	31, 77, 88
Crediting - Annual Leave .....	39D	115
Criminal (Felony) Charges .....	9C, F	32, 33
<b>D</b>		
DMB-1104 Form .....	AppH	178
Damage to Personal Items .....	35C, AppH	103, 178
Deductions - Authorized .....	4B, 6A-F	5, 13-6
	32, 41D	98, 122
	AppG	174
Deductible - Medical .....	43D-13	129
Deferred Compensation .....	43S, U, LoU	149, 149, 215
	AppJ, K	184, 191
DEHOCO Assumption Plan .....	AppF	171
Demotion .....	8B, 12D	24, 43
	13LT, SR	53, 57
Dental Insurance .....	43E	133
Disability .....	40C, 43G	119, 138
Discipline .....	8B, G	23, 24, 28
	9A-F, 10E	29-33, 35
	17D, G, 22N	76, 77, 88
	24, 31B, 32	89, 95, 99
	LoU	198
Disciplinary Conference .....	9B, 10C, 23A	30, 34, 88
Disclosure - Grievance .....	8B, H, 17F	23, 28, 77
Diseases - Contagious .....	22I, LoU	85, 200
Discrimination .....	8A, 25	22, 90
Dismissal / Discharge .....	8B, 9A, C	24, 30, 32
Dispense As Written (DAW) .....	AppI	180
Documents - Grievance .....	8B, H	24, 28
Donation - Annual Leave .....	39L	117
Drug (& Alcohol) Testing .....	31C, AppN	95, 197
	LoU	205
Drug Plan/Co-Pay .....	43D-12, AppI	128, 180
Dues Deduction .....	4B, 6A, AppE	5, 13, 170
	LoU	211



<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>E</b>		
Eating Areas .....	35F, L	104, 108
Educational Leave of Absence .....	16C	70
Eligibility for Benefits .....	43, AppC	123-50, 165
Eligibility for Overtime .....	14C, 15A, B	62, 66, 67
	AppA, B	160, 162
Emergency Disciplinary Action .....	9A, C	30, 32
Employee Conduct Reassignment/Transfer. ....	13LT, 13SR	53, 57-9
Employee History Record (043) .....	12I, 33E	47, 102
Employee Organization Activity .....	4L	11
Employee Service Referral Program .....	22N, 31C	87, 95
Employment Catagories .....	3C, AppC	3, 165
Employment Preference .....	12C, D	40, 42
Equipment .....	35B	103
Evacuation Plans .....	22L	87
Exchange Transfer .....	13LT, 13SR	54, 60
Exclusive Procedure - Grievance .....	8E	27
Expedited Arbitration (Grievance).....	8B, LoU	25, 201
Expense Payment .....	13LT, 13SR	54, 61
Expunging Records .....	10D, 17G	35, 77
Eye Care .....	22G, 43F	85, 136

<b>F</b>		
401(k) Tax Sheltered Plan .....	43U, AppK	149, 191
	LoU	215
457 Tax Sheltered Plan .....	43S, AppJ	149, 184
Family and Medical Leave Act (FMLA) ...	15E, LoU	69, 205
Felony (Criminal) Charges .....	9C, F	32, 33
First Aid Equipment .....	22B	83
Flexible Compensation Plan .....	43W, AppL	150, 195
Foot Protection .....	22E, 43X	84, 150
Formal Counseling .....	8A, 10C, 17G	22, 34, 77
Freedom of Information Act .....	8H, 17F	28, 76
Freeze - Annual Leave .....	16C, 39K	70, 117
Furloughing .....	49	153

<b>G</b>		
Garnishments .....	32, AppG	98, 174
General Assembly, MSEA .....	7A, E	16, 20
General Emergency - Compensation .....	36A-E	109-10
Generic Drugs .....	43D-12, AppI	128, 180
Glasses - Safety .....	22G, 43F	85, 136
Grandparenting .....	38	113
Grievance Consultation / Preparation ...	8F	27
Grievance Procedure .....	7C, 8A-I	18, 20-9
	9D, 17G, 19A	33, 77, 81
	20, 22K, 27	83, 87, 91
	35C, LoU, LoU	103, 198, 201
Grievance Settlement .....	6A, 8A, B, D	14, 21, 25, 27

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>G</b>		
Grievance Training .....	LoU	198
Grooming and Attire .....	21	83
Group Auto and Homeowners Plan .....	43V	149
Group Basic and Major Medical Plan ....	43D	124
Group Dental Plan .....	43E	133
Group Grievances .....	8A, F	21-2, 27
<b>H</b>		
Hardship Transfers .....	13LT, 13SR	54, 60
Hazard Pay .....	43N	141
Health and Safety .....	5, 22A-N	12, 83-7
	31A, LoU	93, 200
Health and Safety Committee .....	19A, 22J	81, 86
	27, 43B	91, 124
Health Care Committee .....	43D-3	124
Surgical Referral .....	43D-5-e	126
Mental Health/Substance Abuse ...	43D-11	128
Practitioner Reimbursement .....	43D-15	129
PPO's/Managed Health Care .....	43D-25	133
Child Care .....	43Y	150
AIDS Rider .....	LoU	203
Health Care Plan .....	43D	124-33
Health Maintenance Organization (HMO)..	43D-17	130
Health Screening .....	40H	120
Hearing Care Program .....	43D-10	128
Height and Tunnels Premium .....	43B	124
Holidays .....	43Q	143
Home Health Care .....	43D-6	127
Hospice Care .....	43D-7	127
Hours of Work .....	14A-M, 24	61-6, 89
Housing - Moving Expense .....	37F	112
<b>I</b>		
Indemnification .....	7D, 18D	19, 80
Informal Counseling .....	8A, 10B	22, 34
Information Packet - New Employee .....	4E	8
Information to Employer .....	45	151
Information to MSEA .....	4B, J, 7D, 11C	4, 11, 19, 38
	12A, I, 52	40, 47, 157
Inspection - Safety .....	22H	85
Insurance Enrollment .....	43K, L	140, 140
Insurance Premiums .....	43D, J, LoU	124, 139, 201
Integrity of the Bargaining Unit .....	52	155
Investigation .....	9A, E	29, 33
<b>J</b>		
Journeyman Certification .....	33C	100
Jurisdictions - Steward .....	18A	78

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>J</b>		
Jury Duty .....	35K, LoU	107, 201
Just Cause .....	8A, G, 9B 9C, 22N	21, 28-9, 31 33, 88
<b>K</b>		
Keratotomy .....	43D-24	132
<b>L</b>		
Labor - Management Council .....	35G, 51, LoU	105, 155, 204
Labor - Management Meetings .....	19A-E	80-2
Class Specification (New/Revised) .....	33B	99
Clothing Reimbursement .....	35A	102
Health Care Plan .....	43D-3	124
Lounge/Eating Area .....	35F	104
Mental Health/Substance Abuse ...	43D-11	128
Modified Work Schedule .....	14K	65
Out-Of-Line Seniority .....	13SR-B	57
Part-Time/Permanent Intermittent.	49, LoU	153, 204
Staffing .....	30	92
Storage Space .....	35D	104
Temporary Alternative Duty .....	35M	109
Time Off .....	7C	18
Tuition Refunds .....	35G	105
Working Out-Of-Class .....	33E	102
Work Rules .....	20	82
Labor and Trades Bargaining Unit .....	AppB	162
Layoff .....	3D, 11A, C 12A-I, 18B 39J, K, LoU	3, 35, 38 38-47, 79 117, 117, 199
Layoff - Insurance Continuation .....	43D-19, J	131, 139
Layoff - Medical .....	16C2	72
Layoff - Seasonal .....	12A	39
Layoff - Severance Pay .....	43R	144
Leave Credit Utilization .....	14M, 39G, 40B	66, 116, 118
Leave of Absence .....	16A-E, 35J	69-74, 107
Approval .....	16C	70
Educational .....	16C1	70
Eligibility .....	16A	69
FMLA .....	15E, LoU	69, 205
Maternity/Paternity .....	16C6	73
Medical .....	16C, 31C, 39I	71, 95, 117
Military .....	16C3, 39C	72, 114
MSEA Office .....	16C4	72
Premium Payment .....	43D-18	131
Request .....	16B	70
Return From .....	16D	74
VWSAP (Plan C) .....	14L, LoU	65, 217
Waived Rights .....	16C5	73
With Pay .....	35J	107

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>L</b>		
Leave - Administrative .....	7B, 13SR, 18D 19D, 31B, 35K 36C-E, LoU	18, 61, 80 82, 93, 107 109-10, 201
Leave - Annual .....	7A, B, 15E 36E, 39A-K	17, 18, 68 110, 113-18
Leave - Bereavement .....	40I	120
Leave - Compensatory .....	15A, E, 36E	66, 68, 110
Leave - Personal .....	43O, LoU	143, 201
Leave - School Participation .....	16E	74
Leave - Sick .....	13LT, 40A-I LoU	50, 118-21 201
Leave - Union .....	15E, 18D	69, 80
Leave - Timekeeping .....	14M, 36E	66, 110
Legal Services .....	35H	105
Less Than Satisfactory Rating .....	8B, 13LT, SR 22N, 23A	24, 51, 59 87, 88
Letters of Understanding .....		198-217
Levies .....	AppG	174
Licensure/Certification .....	13LT, SR, 29 31B, 33C, 38	50, 60, 91 93, 100, 113
Lie Detector Test .....	28	91
Life Insurance .....	43H	139
Limited Term Appointments .....	12A, 43K, AppC	39, 140, 165
Limited Term Recall .....	12D, H	43, 47
Lockout .....	46B	152
Long Term Disability .....	8D, 39I, 43G	27, 117, 138
Longevity .....	11A, 39C, 43P AppM	36, 114, 143 196
Loss or Theft of Personal Items .....	35C, AppH	103, 178
Lost Time .....	7A, 11A, 36E	17, 35, 110
Lounge .....	35F	104
<b>M</b>		
Mail Order Prescription Drugs .....	43D-12	129
Mail Service .....	4D	7
Major (and Basic) Medical Plan .....	43D	124-33
Make Whole .....	6A, 9C	14, 32
Mammography .....	43D-8	128
Managed Health Care .....	43D-25	133
Management Bargaining Team .....		159
Management Rights .....	5, 20, 22N	12, 82, 88
Mandatory Change of Residence .....	8B, 13LT, SR	24, 49, 57
Mandatory Overtime .....	15F	69
Maternity / Paternity Leave .....	16C6	73
Meal Periods .....	14E, LoU	63, 200
Meal Without Charge .....	35L	108
Medical Deductible .....	43D-13	129

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>M</b>		
Medical Examination/Documentation	16C, 17H, 22D	71, 77, 84
	31B, C, 39I	94, 97, 116
	40E	120
Medical Insurance	43D	124-33
Medical Layoff	16c2	72
Medical Leave of Absence	16C2	71
Medical Records - Confidentiality	17H	77
Membership, Maintenance of	6B	14
Mental Health Care	43D-11	128
Michigan Education Trust	LOU	211
Military Leave of Absence	16C3, 39C	72, 114
Military Service Time	11A	35
MIOSHA	22H, I, LOU	85, 86, 200
Miscellaneous Benefits	35A-M	102-9
Mobile Homes	37C	112
Mobility - Career Advancement	38	113
Modified Work Schedules	14K	65
Morbid Obesity	43D-22	132
Motor Carrier Officers Per Diem	LOU	202
Motor Carrier Recruit School	LOU	204
Motor Vehicles - Operation	31A-C	93-8
Moving Expenses	12D, 13LT, SR	44, 54, 61
	37A-F	110-12
MSEA Bargaining Team		159
MSEA Business and Activities	7A-E	16-20
MSEA Meetings	4F, 7A, B	8, 16, 18
MSEA Officers	4L, 7B	11, 18
MSEA Presentation	4J	10
MSEA Representation	10A, 22H	34, 85
	18A-D	78-80
MSEA Rights	4A-L	4-11
MSEA Security	6A-F, LOU	13-6, 198
<b>N</b>		
National Health Plan	LOU	203
Negotiation	5, 19A, 48	12, 81, 153
	50, 53	154, 158
	LOU, LoU, LoU	200, 203, 205
New Classifications	3B	2
Non-Career Appointment	11A, AppC	35, 165
Non-Discrimination	8A, 25	22, 90
Non-Employment Related Information	17E	76
Non-Participating Provider (BCBSM)	43D-15, 43F	129, 137
No-Lockout Clause	46B	152
No-Strike Clause	46A	151
Notice of Layoff	12A	40

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>T</b>		
Tax-Sheltered Plan 401(k) .....	43U, AppK LoU	149, 191 215
Tax-Sheltered Plan 457 .....	43S, AppJ	149, 184
Technical Appeals Procedure .....	33D	100
Telephone Directory .....	4G	8
Temporary Appointment .....	11A, AppC	35, 165
Temporary Assignment .....	13LT, 33E 35M	50, 100 109
Temporary Layoff .....	12A	39
Temporary Travel Expenses - Moving ....	37E	112
Termination of Agreement .....	53	158
Theft, Loss or Damage to Personal Items.	35C, AppH	103, 178
Time off for MSEA Business .....	7A-E	16-20
Timekeeping .....	14M, 36E	66, 110
Time Limits - Grievance .....	8A, B, C	21, 23-6
Tools .....	35B	103
Training .....	29, 31A, C 35A, 52, LoU LoU, LoU	91, 93, 96 103, 156, 198 203, 204
Transfer - Leave Credits .....	39E, 40G	115, 120
Transfer - Labor & Trades .....	11A, 13A-F	36, 47-54
Transfer Lists .....	13LT, SR	52, 58
Transfer - Safety & Regulatory .....	11A, 13A-E	36, 54-61
Travel Reimbursement .....	8F, 12D 13LT-C, D, F 13SR, 19D 35K, 37E 43T	28, 44 49, 50, 54 57-8, 82 108, 112 149
Tuition Reimbursement .....	35G	105
Tunnel (and Height) Premium .....	43B	124
<b>U</b>		
Unemployment Compensation .....	8D, 12B	27, 40
Uniforms .....	35A	102
Union Leave .....	15E, 18D	69, 80
Unit Clarification .....	3B	3
Usual, Customary and Reasonable - Medical Charges .....	43D-15	129
Utilization of Leave Credits .....	14M, 39G, 40B	66, 116, 118
<b>V</b>		
Vacancies .....	13LT-A, C, E 13SR-A	48, 49, 51 53, 55
Vacancy Transfer List .....	13LT	52
Vehicles, Operation of .....	31A-C	93-8
Verbal Counseling (Informal) .....	8A, 10B	22, 34
Vision Care .....	22G, 43F	85, 136
Voluntary Donation - Annual Leave ....	39L	117

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
<b>V</b>		
Voluntary Layoff .....	12B	40
Voluntary Work Schedule Adjustment Program (VWSAP) (Reduction in Hours)....	14L, LoU	65, 216
<b>W</b>		
Wage Assignment and Garnishment .....	32, AppG	98, 174
Wage Increases .....	43A	123
Waived Rights Leave of Absence .....	16C5	73
Wash-Up Time .....	14G	64
Witness(es) .....	7C, 8H, 9B 35K	18, 28, 31 108
Work Days .....	14B	61
Work Location/Site/Unit .....	13LT, SR, 18A	48, 55, 78
Work Rules .....	5, 20, 22M	12, 82, 87
Work Schedules .....	7A, E, 14D 14K, 49, LoU	17, 20, 62 65, 153, 216
Work Shift .....	14C	62
Workers Compensation .....	7D, 8D 18D, 40C	19, 27 80, 119
Working Out of Class .....	13LT, 33E	49, 100
Written Counseling (Formal).....	8A, 10C, 17G	22, 34, 77
Written Reprimands .....	8A, 9B, 17G LoU	22, 31-2, 77 198

The following language was not negotiated by the parties. On its own motion, the Civil Service Commission included it as part of its contract ratification.

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

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

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

(5.) The action of the civil service commission in approving this ratification provision to modify and ratify this collective bargaining agreement is a single, indivisible act by the civil service commission. If a court of competent jurisdiction invalidates any portion of this ratification provision, the action of the civil service commission ratifying the collective bargaining agreement shall be void and the parties shall thereafter be bound by the collective bargaining agreement last in effect prior to the action by the commission.



