

3367

12/31/98

COLLECTIVE BARGAINING AGREEMENT

between



SEIU LOCAL 31-M

Human Services Support Unit

and



STATE OF MICHIGAN

January 16, 1996
to
December 31, 1998

Michigan State

3369

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between



SEIU LOCAL 31-M

Human Services Support Unit

and



STATE OF MICHIGAN

**January 16, 1996
to
December 31, 1998**



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

1996

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the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion (United Nations, 1994). The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion (United Nations, 1994).

As a result of the increase in the number of people in the world, the number of people in the labour force is also expected to increase. The number of people in the labour force is expected to increase from 2.5 billion to 3.5 billion (United Nations, 1994). The number of people in the labour force is expected to increase from 2.5 billion to 3.5 billion (United Nations, 1994).

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ARTICLE 1

PREAMBLE

SECTION 1. COLLECTIVE BARGAINING AGREEMENT.

This Agreement was entered into on the 9th day of November, 1995, at Lansing, Michigan, by and between Local 31-M, Service Employees International Union, AFL-CIO, CLC (hereinafter referred to as the Union), and the State of Michigan and its principal Departments and Agencies covered by this Agreement (hereinafter referred to as the Employer) represented by the State Employer, and became effective on January 16, 1996, upon ratification by the Civil Service Commission.

Non-economic provisions in this Agreement shall be effective according to their terms upon ratification. Economic provisions in this Agreement shall be effective on the date specified in the applicable Article. No provision in this Agreement shall apply retroactively unless specified in the applicable Article.

SECTION 2. PURPOSE AND INTENT.

It is the purpose of this Agreement to provide for the wages, hours, and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of differences between employees and the Employer. Except for Civil Service Commission rules governing prohibited subjects of bargaining in effect on the date this provision is approved by the Civil Service Commission, upon ratification by the Civil Service Commission, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting rules, regulations, and interpretive letters of the Civil Service Commission and Department pertaining to wages, hours, and terms and conditions of employment; and (2) conflicting rules, regulations, practices, policies and agreements of or within Departments/Agencies pertaining to terms and conditions of employment.

If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of this Agreement in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the Employer and the Union and ratified by the Civil Service Commission.

No individual employee or group of employees acting independently of the Union may alter, amend, or modify any provisions hereof.

ARTICLE 2

RECOGNITION

The Employer recognizes Local 31-M, Service Employees International Union, AFL-CIO, CLC, as the exclusive representative and sole bargaining agent for all employees in the Human Services Support Bargaining Unit (hereinafter referred to as the Bargaining Unit) with respect to wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Michigan Civil Service Commission's Employee Relations Policy and/or other applicable rules, regulations, statutes, or decisions.

This Agreement covers all employees in the Bargaining Unit as established under the Employee Relations Policy, consisting currently of the classifications listed in Appendix A to this Agreement, and such other classifications which may be assigned to the Bargaining Unit under the Employee Relations Policy. Employees working in any positions excluded by the Employee Relations Policy (such as managerial, confidential, or supervisory) are not covered by this Agreement.

The Union recognizes the State Employer as the exclusive representative of the State of Michigan authorized to conduct primary level negotiations and enter into agreement on conditions of employment for all employees in the Bargaining Unit, in accordance with the Employee Relations Policy.

ARTICLE 3

INTEGRITY OF THE BARGAINING UNIT

SECTION 1. BARGAINING UNIT WORK PERFORMED BY NON-BARGAINING UNIT EMPLOYEES.

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. 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 the Bargaining Unit except in the case of a temporary emergency, temporary work relief, or when a Bargaining Unit employee is not available to perform the

work, but in no event shall such assignment be made if the assignment has the effect of reducing or eroding the Bargaining Unit.

Nothing in this Agreement shall preclude the Employer from continuing to utilize types of programs such as the following, provided that such employees shall not displace Bargaining Unit employees or prevent the recall of laid off Bargaining Unit employees:

- A. Student Programs
- B. "Older Worker" Programs
- C. JTPA Program employees
- D. WIN/GA Experience Programs
- E. Volunteer Programs, etc.

The Employer shall provide prior written notification to the Union when utilizing these employees. Such notification shall include the:

- A. Number of employees involved;
- B. Duration of employment;
- C. Location of employment;
- D. Job duties to be performed.

The parties will adhere to all rules and regulations of these programs when utilizing such programs.

SECTION 2. BARGAINING UNIT WORK PERFORMED BY SUPERVISION.

Supervisory employees shall not perform Bargaining Unit work except in the case of training (including demonstrating the proper method of completing the task assigned), temporary emergency, temporary work relief, or whenever an assigned Bargaining Unit employee is not available to perform the work.

SECTION 3. WORKING OUT OF CLASSIFICATION.

A. Procedure.

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

- (1) be directed to perform the duties and assume the responsibilities of a different classification by the Employer; and
- (2) actually perform all or substantially all of the duties and responsibilities which distinguish the classification and determine its level; and
- (3) perform duties and responsibilities not provided for in his/her regular classification.

B. Payment.

An employee temporarily assigned to a classification in an equal or lower pay range than his/her permanent classification shall be paid his/her regular rate of pay. If the employee is temporarily assigned to a classification having a higher pay range than his/her permanent classification, the employee shall be paid as if she/he had received a promotion into such higher pay range under Civil Service Commission Compensation Plan, Section D.1.IX.

C. Payment Due.

For temporary assignments totaling more than ten (10) consecutive full days of actual work, the employer shall pay the employee the higher rate as set forth 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 (1) ten (10) consecutive day period per calendar year without being compensated at the appropriate rate for the full extent of the second or subsequent assignment(s).

D. Limitations.

(1) Eligibility.

These provisions 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.

(2) 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 individual's Civil Service employment history file.

SECTION 4. NEW AND ABOLISHED CLASSIFICATIONS.

The parties shall notify each other before either recommends establishment or abolishment of any Bargaining Unit job classifications, or changes in classification job specifications, and/or pay ranges.

SECTION 5. TECHNOLOGICAL CHANGES.

The Union recognizes the Employer's right to implement technological changes in the work performed by Bargaining Unit employees. The Employer shall give reasonable advance notice to the Union of the Employer's intent to implement such changes. This notice shall include sufficient information in order for the Union to be able to make a proper evaluation of the impact, if any, on Bargaining Unit employees.

When, as a result of technological changes, new classes are established to perform Bargaining Unit work, the Employer agrees that the parties shall recommend jointly to the Civil Service Department and Commission that such new classes be included in the Bargaining Unit.

SECTION 6. SUBCONTRACTING.

Whenever the Employer intends to contract out or subcontract services, the Employer shall, as early as possible but at least fifteen (15) calendar days prior to the implementation of the contract or subcontract, give written notice of its intent to the Union. Such 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 notice shall include such matters as:

- A. the nature of the work to be performed or the service to be provided;
- B. the proposed duration and cost of such subcontracting; and
- C. the rationale for such subcontracting.

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

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

The Employer shall also provide the Union, upon written request, information necessary to monitor the implementation, including costs, of the contract or subcontract. 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.

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

ARTICLE 4

UNION SECURITY

SECTION 1. AGENCY SHOP.

A Bargaining Unit employee shall either become a member of the Union or comply with Subsection B below.

A. Union Deductions.

Upon receipt of a completed and signed individual authorization from an employee, the Appointing Authority shall deduct from the pay of the employee dues and initiation fee required to maintain the employee's membership in the Union in good standing.

All payroll deduction authorization forms currently filed with the Appointing Authority shall remain in effect unless revoked in accordance with this Article. An authorization shall be effective only as to such

membership dues and initiation fee which become due after receipt of the authorization by the personnel office of the employee's Appointing Authority. The Appointing Authority shall make the required payroll deductions by the pay period following receipt of an authorization. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation; Federal income tax; State income tax; local or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled employee's share, if any, of insurance premiums.

Union deductions shall be in such amounts as shall be certified to the Employer in writing by the authorized Union Representative. A Union deduction authorization shall be unaffected if an employee transfers within the Bargaining Unit. However, a new authorization form shall be submitted as indicated above by an employee immediately upon returning from a leave of absence without pay in excess of one (1) year. Employees recalled from layoff, scheduled for work from furlough, or returning from a leave of absence of less than one year shall resume payroll deduction of dues, commencing the first pay period on payroll.

B. Service Fees.

(1) Service Fee Deductions

The Employer will apply the provisions of this Section in accordance with applicable law. An employee listed below shall, as a condition of continuing employment, tender to the Union within the time listed below a service fee in an amount not to exceed the dues and initiation fee required of all Union members, representing only the employee's proportionate share of the Union's cost for services in negotiating and administering this Agreement, but not necessarily including any fees, charges, or assessments involving political contributions.

- a. An employee not a member of the Union upon attaining thirty (30) calendar days;
- b. An employee hired after the effective date of this Agreement who has not become a Union member upon attaining thirty (30) calendar days;
- c. An employee who avails him/herself of the opportunity to voluntarily terminate membership in the Union according to the provisions of this Article.

Such obligation will be fulfilled by the employee completing, signing, dating, and submitting to the Appointing Authority the required authorization for service fee deductions form provided in Appendix B-2. The Employer shall thereafter make the deduction.

This Subsection shall take effect when the Union notifies the Employer, in writing, of the amount of the required service fee. Such notification may be made on or after the effective date of this Agreement.

When an employee leaves employment in the Bargaining Unit, service fee deductions shall be automatically terminated.

A service fee authorization shall be unaffected if an employee transfers within the Bargaining Unit. However, a new authorization form shall be submitted as indicated above by an employee immediately upon returning from a leave of absence without pay in excess of one (1) year. Employees recalled from layoff, scheduled for work from furlough, or returning from a leave of absence of less than one year shall resume payroll deduction of service fees, commencing the first pay period on payroll.

(2) Compliance Procedure

The Employer shall automatically deduct from an employee's pay-check and tender to the Union a representation service fee after the following:

- Step (1) The Union first notifies the Appointing Authority in writing, by hand delivery or certified mail, return receipt requested, that the employee is not a member of the Union in good standing and has not tendered the required service fee.
- Step (2) Within ten (10) weekdays from the date the Union so notifies the Appointing Authority, the Appointing Authority shall:
- a. notify the employee of the provisions of this Article by certified mail, return receipt requested; and
 - b. obtain the employee's response; and
 - c. notify the Union of the employee's response.

Step (3) In the event the employee fails to become a member of the Union in good standing or to sign the authorization for service fee deductions form after the above, the Union may request automatic deduction of service fee by notifying the Employer, with a copy to the employee, certified mail, return receipt requested.

Step (4) Upon receipt of such written notice, the Appointing Authority shall within five (5) weekdays notify the employee with a copy to the Union, that beginning the next pay period the Employer will commence deduction of the service fee and tender same to the Union.

C. Indemnification.

The Union shall indemnify and save the Employer harmless against any liability which may arise out of any action taken or not taken by the Employer in compliance with the provisions of Article 4, Section 1. The Union shall not be liable for any of the Employer's attorney fees or costs in defending against such liability or for any liability resulting from the negligence of the Employer.

D. Maintenance of Membership.

A Union deduction authorization may be revoked by an employee only during the thirty (30) calendar days following the effective date of this Agreement by making written authorization for service fee deduction to the personnel office of the employee's Appointing Authority.

E. Deduction Changes.

Once an employee makes an authorization for either Union deductions or service fee deductions, such deductions shall only be changed by the employee making an authorization for the other deduction (Union or service fee).

F. Employer Notification.

The Appointing Authority shall inform all new employees and employees returning from leave of more than one year, upon their hire or return, of the employee's obligations under this Section; provided, that the failure of the Appointing Authority to so inform shall not be defense to any employee who has failed to comply with the provisions of this Section. The Employer shall provide new employees and employees returning from leave of more than one year with the appropriate authorization

forms provided to the Employer by the Union. The Employer shall forward the appropriate authorization forms to the Union.

For the purposes of this Subsection, employees reentering the Bargaining Unit from an exclusively or non-exclusively represented classification at either their former classification or a different classification shall be considered as new employees. Employees who change classifications within the Bargaining Unit are not required to complete a new authorization form.

G. Remittance and Accounting.

Union deductions and service fee deductions for each biweekly pay period shall be remitted by the Employer without cost to the designated Union Representative no later than ten (10) calendar days after the close of the pay period of deductions, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made and the amount deducted, indicating whether it represents Union dues or service fee.

Unavoidable delays shall not constitute a violation of this Agreement. These reports shall be provided in hard copy form. If the Union requests such reports on computer tape, the Employer shall furnish the reports in that form (to the extent that such is available on tape) and the Union shall only be charged for any additional cost over hard copy.

SECTION 2. BARGAINING UNIT INFORMATION PROVIDED TO THE UNION.

- A. The Employer shall provide the Union a biweekly computer report listing employees who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence of any type (including disability), placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit, or who have made any changes in employee organization deductions. This report shall include the employee's name, social security number, appointment type, position number, class/level, transaction effective date, county, city, former class, and former or new Department/Agency.
- B. The Employer shall provide to the Union, upon request and at full cost to the Union, a computer report by Department/Agency that contains the following information for each employee in the Bargaining Unit: the employee's name, social security number, street address, city, state, zip code, class number, class title, sex, race, birthdate, hire date, Department/Agency, mail code, TKU, employee organization deduction code,

appointment code, county code, and hourly rate. This report shall be based on the active employee records during the first full pay period of the calendar year quarter.

- C. The Employer shall, upon request and at full cost to the Union, provide to the Union a biweekly computer report (or other period specified by the Union) containing the names and home addresses of all employees within the unit by department and agency, indicating whether the employee is a member of the Union or pays a service fee. The first such report shall be produced within thirty (30) calendar days following the date of ratification by the Civil Service Commission.
- D. The reports listed in Sections A, B, and C above shall be provided in hard copy form. If the Union requests such reports on computer tape, the Employer shall furnish the reports in that form at full cost to the Union, except that the Union shall only be charged for any additional cost over hard copy for the reports in Section A.
- E. The Employer shall upon request provide the Employer's copy, if any, of these reports to the Union for photostatic copying to reduce cost to the Union.

SECTION 3. AID TO OTHER UNIONS.

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

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, except that as to matters presented by such organizations which are proper subjects of negotiation, any changes or modifications shall be made only through negotiations with the Union.

ARTICLE 5

UNION RIGHTS

SECTION 1. BULLETIN BOARDS.

The Employer shall furnish space for Union bulletin boards at locations mutually agreed upon, for exclusive use of the Union to enable employees of the

Bargaining Unit to read materials posted by the Union. Such mutual agreement, including size, cost, and installation, shall be negotiated at the secondary level. The Employer shall continue providing Union bulletin boards provided under prior agreement.

All materials shall be signed, dated, and posted by the designated Union Representative.

SECTION 2. MAIL SERVICE.

The Union shall be permitted to use the Department/Agency mail distribution services, except as prohibited by law. Such mailings shall be of a reasonable size, volume and frequency, and prepared by the Union in accordance with mail policies prescribed through secondary negotiations.

Union use of the mail system shall not include any U.S. mails or other commercial or statewide delivery services used by the State as part of or separate from Department/Agency mail systems. The Union's use of the mail service shall be the responsibility of the designated Union Representative.

The Employer shall not be held liable for the delivery and security of any mailings.

SECTION 3. UNION INFORMATION PACKET.

On the first day of employment in the Bargaining Unit, or on the day tax withholding forms are signed, the Employer shall distribute to a new employee a packet of informational materials supplied to the Employer by the Union. The Employer retains the right to review the material supplied.

There shall be a system requiring an employee to sign a receipt for such informational packet. Such receipt shall be provided to the Union. Procedural details of such receipt system shall be determined promptly by mutual agreement of the Union and the Appointing Authority.

SECTION 4. ORIENTATION.

During planned orientation of new Bargaining Unit employees, the Union shall be given an opportunity to have a Union Representative speak for not more than fifteen (15) minutes to provide information about the Union. At least one (1) Employer Representative may attend such orientation as an observer, but shall not participate in nor interfere with the Union presentation.

SECTION 5. UNION OFFICE SPACE.

The Employer shall continue providing office space to the Union under prior agreements. The subject of additional office space and operational requirements will be negotiated at the secondary level.

The Union agrees to indemnify and hold harmless the Employer against orders or judgments not resulting from the negligence of the Employer, its employees or agents, issued against the Employer arising out of the Union's occupying office space.

SECTION 6. UNION MEETINGS ON STATE PREMISES.

The Employer shall provide, upon prior Union request, State conference and meeting rooms for Bargaining Unit meetings, subject to approval of the appropriate local Employer Representative. Such facilities shall be furnished without charge to the Union. Bargaining Unit meetings on State premises shall be governed by operational considerations of the local facility.

SECTION 7. TELEPHONE DIRECTORY.

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

SECTION 8. ACCESS TO PREMISES.

Representatives of the Union shall be admitted to the premises of the Employer during working hours upon advance notice, if possible, to the appropriate Employer Representative. Such visitation shall be for the purpose of participating in Union-Management meetings, interviewing grievants, attending grievance conferences, and for other reasons related to the administration of this Agreement.

Security needs and reasonable operational requirements shall be observed by Union Representatives during such admissions to Employer premises.

SECTION 9. EXPEDITED RESOLUTION OF DISPUTES.

Where the Employer believes that objectionable materials have been prepared in Union office space, posted on bulletin boards, distributed through the Department/Agency mail service, included in Union Information Packets, or presented at orientation, it shall not interfere with such preparation, posting, inclusion, or presentation. Rather, the involved Employer supervisor shall promptly schedule a conference with the designated Union Steward for the affected work location.

If the dispute is not resolved, the affected Appointing Authority shall promptly schedule a conference with a Union Representative with authority to bind the Union for the purpose of resolving the dispute. The Representative of the Appointing Authority at the conference shall have authority to bind the Appointing Authority.

If the dispute is not resolved and the Appointing Authority still deems the materials objectionable, it may then, as applicable: a) remove the disputed posted material; b) suspend the distribution of the disputed material through the Department/Agency mail service; c) exclude the disputed material from Union Information Packets; or d) require exclusion of the disputed statements from presentations at orientation. The Union may grieve such action directly to an arbitrator for expedited and final and binding resolution of the dispute. The parties shall endeavor to stipulate to all material facts. Any hearing, if necessary, shall be conducted, arguments submitted, and the arbitrator's decision rendered within fifteen (15) days.

The American Arbitration Association expedited arbitration procedure shall be used.

ARTICLE 6

MANAGEMENT RIGHTS

It is agreed that, except as limited by this Agreement, the management of Departments and Agencies in the Bargaining Unit shall inhere in the Employer. Management rights include, but are not limited to, the right, without engaging in negotiations, to:

- A. Determine matters of managerial policy; mission of the Agency; budget; the method, means, and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, classify, promote, assign, or transfer employees; discipline employees for just cause; and in cases of temporary emergency, to take whatever action is necessary to carry out the Agency's mission.
- B. Make reasonable work rules which regulate performance, conduct, and safety and health of employees, provided such work rules shall be reduced to writing and furnished to the Union as soon as possible before implementation.

This Agreement, including its supplements and exhibits attached hereto (if any), concludes all primary negotiations between the parties during the term

hereof and satisfies the obligation of the Employer and the Union to bargain during the term of this Agreement, except as otherwise provided in this Agreement. The Union 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 agree that by mutual agreement they may reopen for negotiations any portions of this Agreement.

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.

ARTICLE 7

UNION BUSINESS

SECTION 1. TIME OFF FOR UNION BUSINESS.

To the extent that attendance for Union business does not interfere with the Employer's operation, properly designated Union Representatives, regardless of shift assignment, shall be released and allowed time off without pay for legitimate Union business. Approval for such time off shall not be unreasonably denied.

Employees who have been granted time off without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Union business. Such time off shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work.

A properly designated Union Representative shall notify and receive approval from his/her supervisor on each occasion before engaging in Union business authorized by this Agreement. Such notice shall be furnished at least two (2) weekdays in advance of the date that work schedules must be established in accordance with Article 15, Section 4, of this Agreement, except as mutually agreed to locally on a case by case basis.

In addition to the notice from the employee required above, the Union President or his/her designee shall also provide, at least two (2) weekdays in advance of the date that work schedules must be established in accordance with

Article 15, Section 4, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by the Union to attend such functions. In emergency situations, the Employer may authorize a variance from this procedural requirement.

No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the Union President or his/her designee.

SECTION 2. ANNUAL LEAVE BUY BACK.

An employee may utilize any accumulated time (holiday, compensatory, annual) in lieu of taking such time off without pay, as provided for in Section 1 of this Article. When the employee elects to utilize annual leave credits, the Union may "buy back" such credits with the following restrictions:

- A. An employee shall be permitted annual leave absence from work for such Union business up to a maximum of accrued credits.
- B. The Union may reinstate such 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. The Union shall furnish to the Department the net amount of refund (gross salary less employee's Federal, State, and city withholding tax deductions and social security tax). This provision shall be administered in compliance with applicable tax statutes.
- C. The Union shall be allowed to exercise the option of reinstating such credits for any one employee no more than four (4) times each fiscal year.

SECTION 3. ADMINISTRATIVE LEAVE.

Subject to the operational needs of the Employer and in accordance with the provisions below, employees in this Bargaining Unit shall be released and permitted time off without loss of pay or benefits during scheduled working hours for Union business, subject to the following conditions:

- A. The administrative leave provided in this Section shall be the only administrative leave for Union business that may be utilized by any employee in this Bargaining Unit.
- B. An Administrative Leave Bank is established based on three hundred (300) hours of administrative leave for each one thousand (1,000) employees or proportion thereof in the Bargaining Unit. Such bank shall be computed on the basis of the number of employees in the Bargaining

Unit who are on active payroll status at the end of the first pay period in January of each calendar year. The bank shall be allocated to departments having employees in this Bargaining Unit in proportion to the number of employees who are on active payroll status employed by such departments.

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.

The Employer shall furnish the Union with the names of the employees in the Bargaining Unit counted for purposes of establishing and computing such Administrative Leave Bank.

Such administrative leave shall be granted only in one-half (1/2) hour increments or more.

Approval for such time off shall not be unreasonably denied.

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

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

The Departmental/Agency Employer shall provide the Union with an annual report on the number of hours utilized from the bank during the preceding calendar year.

No deduction shall be made, nor shall any employee be entitled to be released on such administrative leave, without prior written authorization from the Union President or his/her designee.

- C. An Administrative Leave Bank shall be established based on seven (7) hours of administrative leave for every ten (10) employees in this Bargaining Unit at the end of the first pay period in January of each calendar year. The Employer agrees to furnish the Union with the names of employees in this unit that were counted in establishing this bank. The hours in this bank may only be used within the calendar year in which they are granted and shall not be carried forward from one year to another. This bank shall be renewed annually on a calendar year basis.

This bank shall be for use by a Union official to provide for contract administration activities. The Union shall notify the Employer in writing of the name and department of such official who is entitled to use this

bank. In the event that the named Union Representative's absence from the work place would create serious operational problems for the Employer, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designation of an alternative representative by the Union.

Provisions for notice of use of hours from this bank shall be mutually agreed to by the parties.

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

For the purpose of seniority accrual, time spent by such employee shall be considered as time worked unless prohibited by applicable legislation.

Nothing in this Subsection is intended to limit the time spent in bilateral activities pursuant to Article 8.

- D. The Union will furnish to the State Employer in writing the name and department of any employee in this Bargaining Unit who is a duly elected member of the State of Michigan AFL-CIO Executive Council and/or serving on the State of Michigan AFL-CIO Standing Committee on Unemployment Compensation, as appointed by the President of the State of Michigan AFL-CIO, within five (5) days after such election or appointment (or if already elected or serving, within five [5] days after the effective date of this contract). Notification of any change in membership of the AFL-CIO Executive Council and/or the Standing Committee on Unemployment Insurance shall also be in writing to the State Employer within five (5) days after such change.

A duly elected member of such AFL-CIO Executive Council or appointed member of such Standing Committee on Unemployment Insurance (not to exceed one [1] in this Bargaining Unit), of whose election or appointment the State Employer has been properly notified, shall be granted time off without loss of pay to enable such member to properly fulfill the duties of that office.

- E. A duly elected member of the Local 31-M Executive Board (not to exceed one [1] in this Bargaining Unit) shall be granted time off without loss of pay to prepare for and attend meetings of the Executive Board. Such time shall not exceed two (2) days per Executive Board Meeting or twelve (12) days per year. Provisions for notice to the Employer of such

member's intent to prepare for and attend Executive Board Meetings shall be mutually agreed to by the parties.

ARTICLE 8

REPRESENTATION AND TIME OFF WITHOUT LOSS OF PAY

SECTION 1. BARGAINING COMMITTEE.

Employees in the Bargaining Unit shall be represented by the Union in primary and secondary level negotiations in accordance with this Section. Authorized Bargaining Committee Representatives shall lose no pay or benefits for participating in negotiations authorized by this Section.

A. Primary Negotiations.

The Primary Bargaining Committee shall be designated by the Union and shall consist of not more than eight (8) persons per session excluding non-state employees. State employee designations shall be provided to the State Employer in writing at least fourteen (14) days prior to the first negotiation session. Primary Bargaining Committee Representatives shall be employed in a classification in the bargaining unit. Each properly designated Bargaining Committee Representative shall be granted administrative leave for all approved time related to primary negotiations.

B. Secondary Negotiations.

The Secondary Bargaining Committee shall be designated by the Union and shall consist of not more than six (6) persons in the Michigan Employment Security Commission (hereinafter referred to as MESC) and three (3) persons in the other Departments. Secondary Bargaining Committee Representatives shall be employed in a classification in the Bargaining Unit in such Department to which secondary negotiations pertain, except that in Departments other than MESC, one Secondary Bargaining Committee Representative may be employed in another Department. Written notice of the names of unit employees designated by the Union shall be supplied to the relevant Departmental Employer at least seven (7) days prior to the first negotiating session.

SECTION 2. UNION ACTIVITIES DURING WORKING HOURS.

Employees shall be released and allowed time off without loss of pay or benefits during working hours to attend grievance conferences, Labor-

Management Meetings, committee meetings, and activities established by this Agreement, or meetings or conferences called or agreed to by the Employer or the Department of Civil Service (including the Civil Service Commission), if such employees are entitled by the provisions of this Agreement to attend such meetings by virtue of being Union Representatives, Chief Stewards, Stewards, Alternate Stewards, witnesses, and/or grievants except in the case of emergency. If an employee is not released to attend such meetings in accordance with the provisions of this Agreement, the Union may request the appropriate authority to postpone and reschedule such meeting. In those cases where the Union makes such a request, the Employer shall grant or concur in such request.

SECTION 3. GRIEVANCE REPRESENTATION.

The Chief Steward, Steward, or Alternate Steward in the jurisdictional area of the grievant are authorized to represent the grievant at Steps One (1) and Two (2) of the Grievance Procedure without loss of pay or benefits. Beginning at Step Three (3), the Union may designate its Representative.

SECTION 4. JURISDICTIONAL AREAS.

The jurisdictional areas for Chief Stewards shall be determined by the Union. The jurisdictional area for Stewards and Alternate Stewards is the work location unless otherwise negotiated in secondary negotiations. Chief Stewards, Stewards, and Alternate Stewards shall be employed in the jurisdictional area for which they have responsibility.

In a work location where no Steward or Alternate Steward has been selected, and in those cases when a Steward or Alternate Steward is not available (for example, the Steward or Alternate Steward is on vacation or ill), a Chief Steward, Steward, or Alternate Steward from the geographically nearest work location may perform the representational activities authorized by this Agreement.

The Union agrees to make a positive effort to select a Steward at all work locations.

SECTION 5. STEWARDS.

The Union may select Stewards and Alternate Stewards to represent employees in the Bargaining Unit. Stewards and Alternate Stewards shall be members of the Bargaining Unit.

SECTION 6. CHIEF STEWARDS

The Union may select up to ten (10) Chief Stewards. The Union may designate eight (8) Chief Stewards on a trial basis. The termination of such trial basis shall be at the discretion of the Union.

Chief Stewards shall be members of the Bargaining Unit.

SECTION 7. NOTICE TO THE EMPLOYER.

The Union shall furnish to the Appointing Authority and the State Employer in writing the names and jurisdictional areas of Chief Stewards, Stewards, and Alternate Stewards within sixty (60) days after the effective date of this Agreement. Any jurisdictional area changes, or changes in the above listing of Chief Stewards, Stewards, and Alternate Stewards shall be forwarded to the Appointing Authority and the State Employer by the Union in writing as soon as such changes are made.

SECTION 8. RELEASE OF UNION REPRESENTATIVES.

The Chief Steward, Steward, Alternate Steward, or other Union Representative shall first notify and receive approval from his/her supervisor before leaving his/her work to engage in employee representational activities authorized by this Agreement. Such approval shall normally be granted. In the event that approval is not granted for the time requested by such Union Representative, the Union, at its discretion, may either request an alternate Union Representative or have the activity postponed and rescheduled.

SECTION 9. ACCESS TO UNION REPRESENTATIVES.

An employee shall have reasonable access to Union representation during work hours to discuss rights and obligations provided for in this Agreement. Such discussions shall not be held in such a place or manner as to disrupt the operations of the Employer.

When an employee desires access to a Union Representative during work hours, the employee shall notify his/her supervisor, and such access shall be allowed within a reasonable length of time such that work operations are not disrupted.

ARTICLE 9

GRIEVANCE PROCEDURE

SECTION 1. PURPOSE.

The purpose of the grievance procedure contained in this Article shall be to provide an orderly system of resolving employee grievances in a timely manner consistent with the provisions of this Agreement. It is the intent of the parties that there shall be full discussion and consideration of grievances, based upon information available at the time of the grievance conference. The parties shall make a sincere and determined effort to settle meritorious grievances and keep the process free of unmeritorious grievances.

SECTION 2. GENERAL.

A grievance is a written complaint of violation of this Agreement, personnel policies, rules, regulations, procedures, conditions of employment, mutually accepted past practices, or a claim of discipline without just cause. In a grievance concerning past practice, mutuality shall be one of the issues for the arbitrator if raised by either party.

Except as provided in Section 6 of this Article, an employee of the Bargaining Unit shall have the right to process a grievance through designated Union Representatives, or independently up through Step Two (2) provided that no discussion shall be had on the matter until the designated Union Representative has been afforded a reasonable opportunity to appear and present the Union's position at any grievance discussion. On grievances filed independently, the Union reserves the right to appeal to Step Three (3) if not satisfied with the Step Two (2) answer. Grievance settlements with unrepresented grievants shall not be inconsistent with the provisions of this Agreement.

When a grievant accepts a grievance settlement offer, processing the grievance shall end. No grievance settlement may be offered to a grievant unless the designated Union Representative is present. The Union may initiate a grievance alleging a violation in the application or interpretation of this Agreement.

Any resolution of a grievance prior to arbitration shall be without precedent unless otherwise agreed by the Union and the Employer. There shall be no appeal beyond Step Three (3) on initial probationary service ratings or dismissals of initial probationary employees which occur during or upon completion of the probationary period, except that grievances alleging prohibited discrimination against a probationary employee may be appealed by the Union to Step

Four (4). Counseling memoranda and reprimands are not appealable beyond Step Three (3).

The Union, the designated Union Representative(s), and the grievant(s) shall receive notice of the time and place of the grievance conferences, and shall have the right to appear and present the Union's position at such conferences (subject to limitations specified in Section 3 of this Article regarding group grievances and in Section 7 regarding the appearance of the grievant at Step Three [3]). At Step Three (3), scheduling notices shall be issued at least fourteen (14) calendar days prior to the grievance conference date. The Employer need not notify the grievant if the Union has exercised its right to waive the grievant's attendance at the Step Three (3) conference and has so notified the Employer.

A copy of any grievance filed by a member of the Bargaining Unit shall be provided to the Union before the Step One (1) conference is held. The Union shall also be provided with all decisions and appeals of grievances filed by members of the Bargaining Unit.

The term "weekday" as used in this Article shall be defined as Monday through Friday inclusive, excluding holidays.

SECTION 3. GRIEVANCE PROCESSING.

Grievances shall be presented in writing to the designated supervisor on a mutually agreed upon form, if available, furnished by the Employer and the Union, and shall be signed and dated by the grievant(s). If grievance forms are unavailable, the grievance may be presented to the designated supervisor by written memo, signed and dated by the grievant(s), indicating that it is a grievance. Receipt of such memo begins the time period for the Employer's response. At the request of either party, the parties shall meet within ninety (90) calendar days after the effective date of this Agreement to develop a standard grievance form.

Prior to the scheduled meeting with Management at each step of the grievance procedure, the grievant, if scheduled to attend the grievance conference, and his/her Union Representative, if a member of the Bargaining Unit, shall be permitted a reasonable amount of time, not to exceed one-half (1/2) hour, without loss of pay or benefits for consultation and preparation for such grievance meetings. In the MESC, nothing in this Section shall prohibit the continuation of present practices in regard to preparation for grievance conferences. Overtime for participation in the grievance procedure is not authorized. The Employer is not responsible for any travel or subsistence expenses incurred by grievants, witnesses, or Stewards in participating in the grievance procedure. No employee shall leave his/her work station without first requesting and receiving

approval of the immediate supervisor. Approval shall not be unreasonably denied.

Grievances not appealed within the designated time limits will automatically result in the grievance being considered terminated on the basis of the Employer's last answer without precedent.

Failure of the Employer to answer a grievance within the prescribed time limits shall result in the grievance being appealed to the next step of the grievance procedure providing the Union notifies the designated Management Representative at that next step within fifteen (15) weekdays of the expiration of the time limits for Management's response at the lower level.

Time limits for scheduling grievance conferences, issuing grievance responses, and appealing to the next step may be extended by mutual agreement.

Grievances involving like circumstances and facts affecting a group of employees within the Bargaining Unit may, at the option of the Union, be filed as a group grievance. Group grievances shall be so designated at the time of filing. The group grievances shall, insofar as possible, identify all employees and/or classifications and all work locations covered. No more than two (2) grievants may appear without loss of pay or benefits to represent the group at any step of the grievance procedure. This shall not restrict the right of the Union to have necessary witnesses appear at Step Four (4).

A grievance shall state the issue involved, the relief sought, the date the incident or violation took place, and the Section(s) of the Agreement involved, if any.

Only related subject matters shall be covered in any one grievance. A grievance may be amended at any time up to the conclusion of the Step Three (3) conference on the basis of facts previously unknown.

If a grievance appeal or response is mailed, it shall be considered as within the time limits if it is postmarked within the time limits.

At Step Two (2) and Step Three (3), up to two Union Representatives may appear at any conference or hearing, without loss of pay or benefits, to represent the grievant.

SECTION 4. WITNESSES AND DOCUMENTS.

At least ten (10) calendar days before a scheduled arbitration, the parties shall exchange the names of witnesses each plans to call to testify.

The Employer agrees to release witnesses necessary for arbitration without loss of pay or benefits. Whenever possible, witnesses shall be placed on call and return to work upon completion of their testimony, in order to minimize time lost from work.

Upon request, the parties shall receive documents or records which the other intends to present at the arbitration.

Upon written request, the Union shall within a reasonable time receive specific documents or records available from the Employer not prohibited by law, and pertinent to the grievance at hand. Discretion permitted under the Freedom of Information Act shall not be impaired by this Section.

SECTION 5. RETROACTIVITY OF GRIEVANCE AWARDS.

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

SECTION 6. EXCLUSIVE PROCEDURE.

The grievance procedure set out in this Article shall only apply to and be exclusive for all grievances filed on or after the effective date of this Agreement and shall replace any other grievance procedure for adjustment of any disputes, including all parts of the Grievance and Appeals Procedure for Employees in the State Civil Service, except current Part 4, Appeal Procedure for Civil Service Bureau Actions, of the Department of Civil Service Employee Relations Policy and Procedures, as amended.

SECTION 7. GRIEVANCE STEPS.

In work locations in Agencies other than MESC where no Steward or Chief Steward is selected because the small number or scattered distribution of Bargaining Unit employees in that location does not warrant such selection, employees have the option of waiving Step One (1) and Step Two (2) and may file grievances directly at Step Three (3). In such cases, a Chief Steward, Steward, or Alternate Steward from the MESC in the jurisdictional area where the conference is to be held shall be released without loss of pay or benefits to represent the grievant at Steps One (1), Two (2), or Three (3).

Subject to the objection of the other party, a grievance may be filed at any step of the grievance procedure if the issue is not capable of being settled at a preliminary step. Grievances involving involuntary demotions, suspensions,

discharges, seniority, or layoff and recall actions shall be filed directly at Step Three (3) of the grievance procedure, except that grievances involving recall of U.C. Workers to temporary appointments or expiration of said temporary appointments pursuant to Article 13, Section 13.D, shall be filed directly at Step Two (2). Grievances involving scheduling and the return to furlough of permanent-intermittent employees pursuant to Article 19, Section 3, shall also be filed directly at Step Two (2).

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

Step One: All grievances shall be presented within ten (10) weekdays of the time the employee or the Union first became aware or, by the exercise of reasonable diligence, should have become aware of the cause of such grievance. The designated Management Representative shall meet with the grievant(s) and his/her Union Representative and attempt to resolve the grievance, and return a written response to the grievant(s) and his/her Union Representative within ten (10) weekdays of receipt of the written grievance from the grievant(s) or his/her Union Representative.

Step Two: If not satisfied with the Step One (1) answer, the grievance, to be considered timely, must be appealed to the designated Management Representative within five (5) weekdays from receipt of the answer to Step One (1). The designated Management Representative shall hold a grievance conference to discuss and attempt to resolve the grievance and return a written response within ten (10) weekdays of receipt of the written appeal from Step One (1). The grievant and authorized Union Representative(s) may participate in such conferences.

Step Three: If not satisfied with the Step Two (2) answer, the grievance, to be considered timely, must be appealed to the Departmental Appointing Authority or its designee within twenty-five (25) weekdays from receipt of the answer to Step Two (2). The designated Management Representative shall hold a grievance conference to discuss and attempt to resolve the grievance, and return a written response within twenty-five (25) weekdays of receipt of the written appeal from Step Two (2). The grievant and authorized Union Representative(s) may participate in such conferences. The Union, at its discretion, may waive the presence of the grievant at the Step Three (3) grievance conference.

Step Four: If not satisfied with the Employer's answer in Step Three (3), only the Union may appeal the grievance to binding arbitration, within thirty-five (35) weekdays of receipt of the Step Three (3) answer.

At the request of either party, including the State Employer, prior to a scheduled arbitration hearing, the parties shall convene a prearbitration confer-

ence. Such a conference will be for the purpose of clarifying and stipulating the issue(s) to be arbitrated, if possible; attempting to resolve the grievance; or for any other purpose mutually agreed to. Either party may propose a settlement of the disputed issue(s). If a settlement proposal is made, it shall be discussed and considered, but shall not be admissible at arbitration. The designated State Employer Representative, at his/her discretion, may participate in the conference. The party requesting a prearbitration conference shall make the request at least ten (10) weekdays prior to the scheduled hearing, unless mutually agreed otherwise in writing.

The arbitrator shall be selected and the hearing conducted under the rules of the American Arbitration Association (AAA). Upon mutual agreement, the expedited procedure of the AAA may be utilized. The expenses and fees of the arbitrator and the cost of the hearings room, if any, excluding a court reporter if requested by only one of the parties, will be shared equally by the parties. If one party provides a copy of the transcript for the arbitrator, they shall also provide a copy for the other party.

Upon mutual agreement of the parties, the services of a private umpire, arbitrator, the Federal Mediation and Conciliation Service, or the Michigan Employment Relations Commission may be used to resolve grievances at this step.

The arbitrator shall only have the authority to determine compliance with the provisions of this Agreement and remedy violations thereof. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement. The written decision of the arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing. However, when the arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) calendar days from the date of the arbitration hearing.

Except as provided in Section 6-9.10 of the rules of the Civil Service Commission in effect on the date this provision is approved by the Civil Service Commission, the decision of the arbitrator shall be final and binding on all parties to this Agreement. Except as provided in Section 6-9.10 of the rules of the Civil Service Commission in effect on the date this provision is approved by the Civil Service Commission, arbitration decisions may not be appealed to the Civil Service Commission or the Employment Relations Board.

SECTION 8. ATTENDANCE AT GRIEVANCE CONFERENCES.

Attendance at and reasonable travel time to grievance conferences and arbitration by grievants and Union Representatives authorized by this Agreement shall be without loss of pay or benefits. Union Representatives outside classified employment may attend grievance conferences and hearings at the Union's

discretion. Where more than one (1) Union Representative is present, the Union shall designate a chief spokesperson.

ARTICLE 10

MEETINGS

SECTION 1. LABOR-MANAGEMENT MEETINGS.

A. General.

Labor-Management Meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve problems of mutual concern to the parties. Items to be included on the agenda for such meetings are to be submitted at least seven (7) calendar days in advance of the scheduled meeting dates unless mutually agreed otherwise. Appropriate subjects for the agenda are:

- (1) Administration of the Agreement;
- (2) General information of interest to the parties;
- (3) Expression of employees' views or suggestions on subjects of interest to employees of the Bargaining Unit; and
- (4) Recommendations of health and safety matters relating to the Bargaining Unit employees in the Department.

The parties shall be prepared for and have authority to address issues on the agenda, based upon information provided about the nature and background of the issues prior to the meeting.

Such meetings shall not be considered negotiations, nor shall they be considered as a substitute for the grievance procedure.

B. Representation.

The Union shall designate representatives to Labor-Management Meetings in accordance with this Section. For meetings in the MESAC, the President shall be entitled to designate up to five (5) representatives who shall be employed in this Bargaining Unit. In all other departments, the Union shall be entitled to designate up to two (2) representatives who shall be employed in this Bargaining Unit. At least one such representative shall be employed in the relevant Department.

C. Scheduling.

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

D. Pay Status of Designated Union Representatives.

Up to the limit established in this Article, properly designated Union Representatives to Labor-Management Meetings shall be permitted time off from scheduled work up to a maximum of eight (8) hours per meeting for necessary travel and attendance at such meetings. Overtime and travel expense are not authorized.

SECTION 2. STATE EMPLOYER.

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

SECTION 3. SPECIAL CONFERENCES.

In the event that a situation arises which requires immediate discussion and action, a Special Conference shall be convened between the parties within two (2) weekdays.

ARTICLE 11

HEALTH AND SAFETY

SECTION 1. GENERAL.

The Employer shall make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards.

SECTION 2. PHYSICAL AND MENTAL HEALTH EXAMINATIONS.

Whenever the Employer requires an employee to submit to a medical examination or test, the Employer shall pay the entire cost of such services not covered by health insurance programs, provided that the employee uses the services selected by the Employer.

SECTION 3. DAMAGE AND/OR LOSS OF PERSONAL EFFECTS.

The Employer or insurance carrier will pay the cost of repairing or replacing personal effects (possessions owned by an employee) damaged or lost in the line of duty, in accordance with applicable laws and/or regulations of the State Administrative Board in effect on the effective date of this Agreement, or as subsequently improved.

SECTION 4. SPACE FOR PERSONAL EFFECTS.

Within budgetary and space limitations, the Employer shall provide secure storage space for wearing apparel and personal property of an employee. Details for providing such space shall be negotiated at the secondary level.

SECTION 5. PERSONAL INJURY.

When an employee, while on the job, has been assaulted, and when such assault results in an injury which requires the employee's absence from work as documented by a doctor's statement, the employee shall be placed on administrative leave from the time of injury through the end of the seventh (7th) calendar day subsequent to the assault. If an employee subsequently receives Workers' Compensation payments covering the same period of time, the employee shall turn over such Workers' Compensation payments to the Appointing Authority.

The prevailing practice regarding the payment of medical costs connected with such assault not covered by health insurance programs shall apply to employees in the Bargaining Unit.

If an employee, when not on official duty, is assaulted as a result of carrying out his/her official duties, the provisions of this Section shall apply.

SECTION 6. REHABILITATION.

The Union and the Employer recognize that less than satisfactory performance can be a consequence of behavioral difficulties attendant to physical, emotional or mental illness, substance abuse, or family and personal conflicts. Without diminishing the Employer's right to discipline employees for just cause, the Employer shall maintain existing Employee Services Programs and/or advise employees relative to counseling and other reasonable or appropriate rehabilitation services available to employees. Appropriate consideration, prior to disciplinary determinations, shall be given to an employee's involvement in such programs.

SECTION 7. BUILDING LEASES.

The Employer shall provide copies of all current and future leases for State buildings to the Union.

SECTION 8. SECURITY GUARDS.

The Employer shall provide security guards at those work locations where it is necessary to do so.

The parties agree that this subject shall be reopened for negotiations at the request of either party with thirty (30) calendar days notice any time after three (3) months after the effective date of this Agreement.

SECTION 9. FIRST AID.

It is the expressed policy of the Employer and the Union to cooperate to promptly resolve health and/or safety problems in all work locations under the Employer's control.

The Employer shall provide training to at least one (1) person at each work location in the latest first aid techniques, including Cardiopulmonary Resuscitation (CPR) training given by an American Red Cross or other approved instructor.

The Employer shall maintain at each work location first aid supplies and equipment in accordance with American Red Cross or other approved standards.

The telephone numbers of the local fire department, police department, Emergency Medical Service (EMS) or municipal ambulance service, and other appropriate services shall be prominently posted.

SECTION 10. INSPECTIONS.

Whenever an inspector or investigator from any local, State or Federal governmental organization makes a safety or health inspection at a work location, the Union shall be notified as much in advance as possible by the Employer, inspector, or investigator. A local Union Representative, authorized by the Union, shall be released from work without loss of pay or benefits to accompany such inspector or investigator in his/her inspection. Such Union official shall have full rights to ask questions and/or make appropriate statements pertaining to the subject inspection.

SECTION 11. CONFIDENTIALITY OF MEDICAL RECORDS.

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

SECTION 12. HEALTH AND SAFETY SUBCOMMITTEES.

A Health and Safety Subcommittee shall report on issues of health and safety in accordance with Article 10, Section 1, at Labor-Management Meetings at the Department/Agency level. The establishment and operational details of such subcommittee shall be discussed at the Labor-Management Meeting.

The Employer and the Union agree to establish a joint Labor-Management Committee, which may include other SEIU Local Unions, to review issues and concerns regarding indoor air quality.

SECTION 13. EMPLOYEE SAFETY.

In a situation which presents immediate danger to an employee(s), such employee(s) shall be either:

- A. Relocated (temporary transfer) to another work location; or
- B. Put on administrative leave until the work location has been made safe and healthful; or
- C. The Employer shall immediately correct the dangerous situation.

SECTION 14. EMERGENCY AND EVACUATION PLANS.

The Appointing Authority shall provide the Union with copies of all current emergency and evacuation plans and shall also provide copies of such plans as they are changed and/or updated.

Such plans shall be posted at all work locations.

SECTION 15. COMPLIANCE LIMITATIONS.

The Employer's compliance with this Article is coextensive with the availability of funds required for such compliance. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make all reasonable effort to obtain the necessary funds.

ARTICLE 12

SENIORITY

SECTION 1. BENEFIT SENIORITY.

A. Definition.

For the purposes stated below, Benefit Seniority, also known as State Employment Seniority, shall consist of the total number of continuous service hours of an employee in the State classified employment as they are recorded in the Payroll Personnel System (PPS) and/or the Personnel Payroll Information System for Michigan (PPRISM) Continuous Service Hours Counter. An employee shall accrue no more than a maximum of eighty (80) hours in a biweekly pay period. Benefit Seniority shall not be credited for time in non-career appointments, for lost time, suspension, leave of absence without pay, or layoff, except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff.

B. Application.

Benefit Seniority (State Employment Seniority) as defined above shall be used for:

(1) Annual Leave Accrual.

Employees shall accrue annual leave as stated in Article 22, Section 12. If an employee leaves State employment and later is rehired, she/he shall accrue annual leave at the same rate as a new hire. However, once a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for annual leave accrual.

(2) Longevity Pay.

Employees shall be entitled to receive longevity pay as stated in Article 22, Section 22. If an employee leaves State classified employment and later is rehired, she/he shall not receive longevity pay until she/he has been in pay status for six (6) years. After six (6) years, she/he shall receive all previous service time credit for longevity pay.

(3) Retirement Credit.

Credit shall be in accordance with the current statutory requirements.

Continuous service hours for annual leave, longevity pay, and retirement credit shall be broken and/or bridged when an employee leaves State classified employment in accordance with current practice and statutory requirements. Military service hours shall be counted up to five (5) years in the PPS/PPRISM Continuous Service Hours Counter for Benefit Seniority.

SECTION 2. BARGAINING UNIT SENIORITY.

A. Definition.

Bargaining Unit Seniority shall be determined by the employee's most recent date of hire to State classified employment, excluding military time earned prior to State employment and/or service in any excepted or exempted position in State government which preceded entry in State classified service and had been credited to the PPS/PPRISM Continuous Service Hours Counter.

- (1) An employee's Bargaining Unit Seniority shall be broken and not bridged when the employee leaves State classified employment for reasons of termination, separation, or voluntary quit.
- (2) An employee who leaves State employment because of layoff, suspension, or approved leave of absence shall have continuous State classified employment bridged for the time of such absence but only for a period of absence up to six (6) years.
- (3) An employee who resigns during a required probationary period, including extensions, in a class referred to from the Placement Project, or who is separated by the Employer during the required probationary period, including extensions, in such class based on inability to satisfactorily perform required job responsibilities, shall be returned to layoff and will not have a break in continuous service hours and bargaining unit seniority.

B. Application.

Bargaining Unit Seniority shall be used for:

- (1) Vacation Scheduling (Article 16);
- (2) Assignment and Transfer (Article 14);
- (3) Layoff and Recall (Article 13);

(4) Scheduling and Furlough (Articles 13 and 19); and

(5) Such other purposes agreed to by the parties.

SECTION 3. TIES IN BARGAINING UNIT SENIORITY.

Ties in seniority shall first be resolved by:

- A. Total hours served in the employee's current class series, except when the tied employees are not employed in the same class series, such ties shall be resolved by considering total hours served in the class series into which the surplus or affected employee is attempting to bump.
- B. Total hours served in the current class/level, except that when the tied employees are not employed in the same class/level, such ties shall be resolved by considering total hours served in the class/level into which the surplus or affected employee is attempting to bump.
- C. If a tie still exists, it shall be resolved by the last four (4) digits of the employee's social security number, the higher number being more senior.

SECTION 4. LIMITATIONS FOR PROBATIONARY EMPLOYEES.

Probationary employees shall not be granted, and shall not exercise, any seniority rights except as specified in this Agreement. Upon successful completion of the initial probationary period, such employees shall receive credit for the hours accumulated during the probationary period. Nothing in this Section shall preclude the agreement of the parties from granting limited seniority rights to probationary employees in secondary level negotiations.

SECTION 5. SENIORITY LISTS.

A. Master Seniority List.

The Employer shall furnish, without cost to the Union and on a quarterly basis, a Master Seniority List of all employees in the Bargaining Unit structured by Department and Agency, and sorted by TKU, mail code, and class and level, showing in descending order the Bargaining Unit Seniority and continuous service hours as recorded in PPS/PPRISM, of all employees on the payroll on the preparation date. This report shall be provided in hard copy form. If the Union requests additional copies or the report(s) on computer tape, the Employer shall furnish the report(s) in that form at full cost to the Union.

B. MESC Layoff Unit Seniority List.

The Employer shall furnish, without cost to the Union, during the first week of the first full pay period of the month, a Layoff Unit Seniority List by layoff unit, indicating in descending seniority order, the employees' names, social security numbers, class/level, Bargaining Unit Seniority, continuous service hours, TKU, work status, active and approved leave of absence with expiration date of leave of absence, and whether the employee is temporary, seasonal, or probationary. This report shall be provided in hard copy form. If the Union requests additional copies or the report(s) on computer tape, the Employer shall furnish the reports in that form at full cost to the Union.

In the event the seniority list being used to implement a reduction in force is different from the most recent seniority list provided to the Union in accordance with this Subsection, upon request by the Union, the Employer shall furnish without cost to the Union such list within a reasonable period of time.

C. MESC Work Location Seniority List.

The Employer shall furnish, without cost to the Union, during the first week of the first full pay period of the month, a Work Location Seniority List indicating in descending order the employees' names, social security numbers, class/level, Bargaining Unit Seniority, TKU (with title of work location), work status, active and approved leave of absence with expiration date of leave of absence, and whether the employee is temporary, seasonal, or probationary. This report shall be provided in hard copy form. If the Union requests additional copies or the report(s) on computer tape, the Employer shall furnish the reports in that form at full cost to the Union.

D. MESC Recall Cards/Lists.

The Union shall have reasonable access to the MESC Recall Cards/Lists. In the event the Union intends to utilize the recall cards/lists to develop a recall list, the method and means by which the Union will access the recall cards/lists shall be agreed upon by the parties.

The Employer shall keep recall cards/lists on file for each class/level for all employees covered by this Agreement which shall be considered the official documents to be utilized by the Employer for recalling Bargaining Unit employees. The recall cards/lists shall be kept in descending order of Bargaining Unit Seniority.

The right of access to the cards/lists by the Union in no way affects the Employer's right to implement the recall of Bargaining Unit employees.

E. Errors.

Alleged errors in seniority which are reported shall be immediately investigated and, if verified, corrected by the Appointing Authority within fifteen (15) weekdays of verification.

ARTICLE 13

LAYOFF AND RECALL

SECTION 1. DEFINITIONS OF TERMS.

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

- A. Primary Class is the highest class/level in which an employee has status, unless demoted for reasons other than a bump, and from which the employee is laid off.

An employee who has status in more than one class at an equivalent level (as established by the Civil Service Classification Bureau) to the primary class shall have the right to choose which classification will become the primary class. The employee shall designate his/her primary class the first time she/he is laid off after the effective date of this Agreement.

- B. Secondary Class is any class/level other than the primary class in which an employee has satisfactorily completed a required probationary period and any lower class/level in that same series.
- C. Work Location is a building occupied in part or entirely by a Department/Agency or a group of buildings which constitutes a facility. In the MESCS, work location (branch office) shall include its peripheral, itinerant, outstation, and temporary payment offices regardless of county location. A satellite office shall be a separate work location.
- D. Work Location Recall List (Layoff Unit in other than the MESCS) is a recall list for the work location(s) for which a laid-off employee has made him/herself available.

In the MESCS, work location recall information shall be maintained on recall cards/lists in seniority order by class/level. In addition, an MESCS

employee may make him/herself available for any MESC work location on a statewide basis in a secondary class/level in which she/he has acquired status.

- E. Statewide Recall List is a recall list for all Departments/Agencies.
- F. Address of Record is the employee's address contained in the Civil Service Automated Recall System/ACCEL.
- G. Probationary Employee is an employee who has not completed a required probationary period in a class/level.

SECTION 2. GENERAL LAYOFF INFORMATION.

The Union recognizes the right of the Employer to lay off employee(s), including the right to determine the extent, effective date and length of such layoff(s), for lack of funds, lack of work or reasons of administrative efficiency.

It is understood and agreed that any alternative to indefinite layoff contained in this Article may be invoked in accordance with its terms.

The employer will, when layoffs are being planned, inform the union as soon as practicable, which under normal circumstances is hereby deemed to be not less than thirty (30) calendar days. In the MESC, such notice shall include the correspondence from the appropriate bureau(s) to Placement, listing the classifications and number of bargaining unit positions by work location that the agency intends to lay off. Upon request by the Union, the Employer shall meet and discuss the potential impact of layoff upon employees in the Bargaining Unit.

Layoff, bumping, and recall of an employee(s) shall be governed by the provisions of this Article.

SECTION 3. GENERAL LAYOFF PROCEDURES.

- A. The Employer shall determine the location of positions and the number of employees which are to be laid off by class/level. Preauthorized levels in a class series shall be considered as one level. The Employer shall then identify the least senior employee(s) at the work location where the layoff(s) are to occur who will be laid off or given the option to exercise their bumping rights as specified in Sections 5 and 6 of this Article. Layoff shall be within the Layoff Unit as listed in Appendix I. Within a Layoff Unit, layoff shall be by seniority as defined in Article 12, Section 2. Employees shall be laid off in least seniority order.

- B. The Employer may lay off and recall out-of-line seniority because of:
- (1) Department of Civil Service approved selective certification, such as manual communication skill, bilingual skill, etc.
 - (2) Maintaining an affirmative action plan approved by the MEEBOC or its successor. (This exception shall be used in accordance with MEEBOC or its successor and Civil Service Commission approved guidelines and procedures).
 - (3) The exceptions listed in (1) above shall only be made where there is a valid occupational requirement. The Employer shall give concurrent written notice to the Union when it requests selective certification for positions which require such valid occupational requirements.
- C. By definition, promotion to supervisor constitutes the beginning of a new class/level series. All employees who were supervisors on February 17, 1981, shall keep their accumulated seniority for bumping purposes. After February 17, 1981, no new seniority, accrued as a supervisor, shall count for bumping back down into the Bargaining Unit.
- D. Non-exclusively represented employees who have status in a Bargaining Unit class/level shall not be entitled to bump into this Bargaining Unit until they have exhausted all non-exclusively represented bumping as provided under the Civil Service Rules and Civil Service approved Departmental Employment Preference Plans. Non-exclusively represented employees who have not gained status in a Bargaining Unit class/level shall not be entitled to bump into this Bargaining Unit, except as provided in Subsection C above for supervisors. Employees in this Bargaining Unit shall not be entitled to bump into a position outside of this Bargaining Unit, and employees of other exclusively represented Bargaining Units shall have no right to bump into this Bargaining Unit unless the Union, the Employer, and the bargaining agent for such positions outside the Bargaining Unit, in their respective discretions, enter into an agreement to permit such inter-unit bumping, but then only in accordance with the terms of such trilateral agreement. Nothing herein shall be construed as an obligation for either the Employer or the Union to enter into such agreement with any party who is not a party to this Agreement.
- E. No employee with status in his/her current class/level shall be laid off from the affected class/level until all employees without status in the affected class/level who are employed in the affected class/level are laid off.

SECTION 4. EMPLOYMENT PREFERENCE.

For the purpose of this Article, the Union President, Executive Vice President, Bargaining Unit Vice President, Secretary-Treasurer, and Recording Secretary shall be considered more senior than any other person in his/her class/level, in his/her Layoff Unit in this Bargaining Unit for the term of office; provided, however, that the officer is a member of this Bargaining Unit. In addition, a total not to exceed ten (10) Chief Stewards shall be considered as more senior than any other person in his/her class/level, in his/her jurisdictional area for purposes of this Article. Finally, one Steward at a work location shall be considered as more senior than any other person in his/her class/level in his/her work location for purposes of this Article.

Within sixty (60) calendar days of the effective date of this Agreement, the Union shall notify the Employer of the Chief Stewards' jurisdictional areas. In the event the Union intends to change the structure of jurisdictional areas for Chief Stewards, the Union shall immediately notify the Employer in writing of the change. In the event a Chief Steward is employed in a Department/Agency other than the MESC, the Chief Steward shall be considered as more senior than any other person in his/her class/level in his/her Layoff Unit.

The Union shall furnish to the Employer in writing the names of the Officers, designated Chief Stewards, and Stewards entitled employment preference and the respective work location of each within sixty (60) calendar days after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by the Union in writing as soon as such changes are made.

In no case shall a change in the designation of Officer, Chief Steward, Steward, or jurisdictional area occur after the Employer has informed the Union in writing of impending layoffs of Bargaining Unit employees as provided for in Section 2 of this Article.

SECTION 5. LAYOFF PROCEDURE AND BUMPING IN THE MESC.

A. Predesignated Bump Card.

- (1) Each employee in the Bargaining Unit is responsible for having on file a predesignated bump card listing his/her bumping options by class/level and the work locations, in priority order, within the Layoff Unit where the employee would accept a bump. Such prescribed form shall include the following information:
 - a. Predesignation of work locations within the Layoff Unit, in priority order, to which the employee will accept a lateral bump, which may include the employee's current work location. An employee

may, if she/he chooses, and if eligible, indicate a choice to bump down into the current work location prior to indicating choices for lateral bumps into the Layoff Unit.

- b. Predesignation of work locations within the Layoff Unit, in priority order, to which the employee will accept a bump in successively lower levels within the class series or a former class series, which may include the employee's current work location, if the employee is not eligible to bump laterally into the predesignated work locations of his/her choice.
- (2) Changes in bumping options and work location preferences may be made four times each year. Changes will only be accepted on the prescribed form during the following periods unless otherwise provided in this Article:

December 1 - 15th,
March 1 - 15th,
June 1 - 15th, and
September 1 - 15th, of each year.

In the event the 15th falls during a weekend or on a holiday, the cards must be submitted by the first weekday following the 15th. These changes will apply to layoffs which are effective twenty (20) weekdays after the above due dates, respectively. In the event that the Employer receives no notification of a change, the most recent bumping designations will remain in effect until changed in accordance with the procedures outlined in this Section.

The Employer shall notify employees in the affected Layoff Unit within fifteen (15) calendar days from the date the decision is made to establish or close a work location.

- (3) Employees shall be given the opportunity to submit a new predesignated bump card within a reasonable time of opening or closing of a work location. The Union shall be notified within seventy-two (72) hours from the date the decision is made to establish or close a work location. The Employer shall meet with the Union to discuss the time frames for submission of predesignated bump cards.
- (4) The Employer shall give new employees, employees promoted, employees demoted for reasons other than a bump, employees transferred, or recalled employees (except U.C. Workers upon recall to a temporary appointment) a predesignated bump card within five (5) weekdays of date of entrance on duty. An Employee shall submit his/her card within thirty (30) calendar days of entrance on duty.

- (5) If a continuing employee's work location is officially changed by the Employer, the employee may submit a change in his/her predesignated bump card immediately. This change shall be effective for any layoff whose effective date falls after twenty (20) weekdays of the submission date of the predesignated bump card, unless otherwise mutually agreed to by the parties.

A work location "officially changed by the Employer" shall include, but not be limited to, a change in work locations as a result of transfer, reassignment in accordance with Article 14 (Assignment and Transfer), and/or promotions or demotions for reasons other than a bump.

The Employer shall acknowledge receipt of each employee's designation of bumping options within twenty (20) weekdays after the due date. Employees shall be responsible for notifying the Employer if they fail to receive the acknowledgement of the bumping change. The Employer shall provide to a designated Union Representative copies of the predesignated bump cards received under the provisions described in Subsections A(1), (2), (3), (4), and (5) of this Section.

For purposes of this Article the pre-designated bump cards received by the Employer shall be considered the official documents to be utilized by the Employer for the layoff and bumping of Bargaining Unit employees. This right of the Union to receive copies of the predesignated bump cards in no way affects the Employer's right to implement the layoff and bumping of Bargaining Unit employees.

B. Notice of Layoff/Bump.

The Employer shall give fourteen (14) calendar days written notice to employees of layoff or bump in accordance with the procedures for layoff and bumping in the MESC. The Employer shall furnish the Union President concurrent written notice of:

- (1) The name, social security number, Bargaining Unit Seniority, class title/level, and current work location of the employees scheduled to be laid off.
- (2) The name, social security number, class/level, current work location, the selection of work locations for bumping, and the new work location for those employees who are to change their work location as a result of a bump.

- (3) A list of vacant Bargaining Unit positions by class/level and work locations which were filled by the Employer as a result of a bump.

C. Bumping Procedure.

- (1) For purposes of this Article, the least senior position is defined as:
 - a. A vacant position which the Employer intends to fill; or
 - b. The position occupied by the least senior employee.
- (2) An employee may bump laterally into the least senior position at the employee's current work location if the employee has so indicated on his/her predesignated bump card. If the employee's seniority does not allow a lateral bump in the current work location, she/he may bump to the least senior position at the next successively lower levels within his/her current class series and his/her current work location if the employee has so indicated on the predesignated bump card.
- (3) Employees who have not opted to bump into lower levels at the current work location as well as employees whose seniority does not allow the bump in the current work location may bump laterally within the Layoff Unit Bumping Pool. Bumping pool procedures are as provided in Appendix J.
- (4) If the employee's seniority or choice of work location does not permit a lateral bump, the employee may bump into successively lower levels within the Layoff Unit Bumping Pool.
- (5) An employee may bump into a former class series at or below any level in which the employee had satisfactorily completed a required probationary period in accordance with the procedures outlined above. The employee may exercise this right if she/he cannot bump down into the current class series as specified above or if, when bumping into a former class series, the employee would receive a higher rate of pay than she/he would receive if such right were not exercised.
- (6) The provisions for bumping under this Subsection shall not permit an employee to bump to a higher level.
- (7) Employees scheduled for layoff or bump while on leave of absence shall be informed in writing in accordance with this Subsection.

The vacant position resulting from the bump by an employee who is on a leave of absence may be temporarily filled by the Employer in accordance with the provisions of this Article.

- (8) Any employee who is scheduled for layoff who fails or is unable to bump shall be laid off. An employee seeking to bump into another position must meet all requirements in accordance with Section 3.B of this Article.
- (9) If there is an error in the administration of the system which leads to improper layoff or bump, such action shall be promptly corrected and the involved employee(s) made whole.

SECTION 6. LAYOFF PROCEDURE AND BUMPING IN DEPARTMENTS OTHER THAN MESC.

- A. The Employer shall give fourteen (14) calendar days' written notice to employees who are scheduled to be laid off. The notice shall indicate whether the employee has the option of bumping and the class/level to which the employee may elect to bump. The Employer shall furnish the Union President concurrent written notice of the name, social security number, seniority, class title/level, and current work location of the employee(s) scheduled to be laid off.

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

- (1) A vacant position which the Employer intends to fill; or
 - (2) The position occupied by the least senior employee.
- B. Within four (4) calendar days after receipt of notice of layoff, an employee scheduled for layoff shall notify the Employer in writing, on a designated form, of his/her decision to either accept layoff, or if possible:
 - (1) Bump laterally into the least senior position in the Layoff Unit, in his/her current class and level for which the employee is qualified.
 - (2) Employees who do not have sufficient seniority to bump in their current class/level in the Layoff Unit may bump, if possible, to the least senior position at the next and, thereafter, successively lower levels within their class series within the Layoff Unit as listed in Appendix I.
 - (3) The employee may bump into the least senior position in a former class series in the Layoff Unit at or below any level in which the employee had satisfactorily completed a required probationary

period. The employee may exercise this right if she/he cannot bump down into the least senior position in the current class series as specified above or if, when bumping into a former class series, the employee would receive a higher rate of pay than she/he would receive if such right were not exercised.

- (4) The provisions for bumping under this Subsection shall not permit an employee to bump to a higher level.
- (5) An employee scheduled for layoff while on leave of absence shall, within four (4) calendar days of receipt of notification, inform the Employer in writing of his/her decision to accept layoff or exercise bumping rights in accordance with this Section. The vacant position resulting from the bump may be temporarily filled by the Employer in accordance with the provisions of this Article.
- (6) Any employee who is scheduled for layoff who fails or is unable to bump shall be laid off. An employee seeking to bump must meet all requirements in accordance with Section 3.B of this Article.
- (7) If there is an error in the administration of the system which leads to improper layoff or bump, such action shall be promptly corrected and the involved employee(s) made whole.

SECTION 7. BUMPING BY EMPLOYMENT TYPE.

Except as otherwise provided in Section 13, Temporary Appointment, an employee shall exercise bumping rights only within his/her same employment type. For purposes of this Article, employment types shall be permanent full-time, permanent part-time, permanent-intermittent, seasonal, or other employment types as agreed by the parties. (Example: Permanent full-time employees bump only less senior permanent full-timers; permanent part-time employees bump only less senior permanent part-timers; seasonals bump only less senior seasonals.) A permanent full-timer, if unable to bump within his/her employment type, may bump a less senior employee occupying a temporary appointment in the employee's current Layoff Unit. At the expiration of the temporary appointment, the employee will then exercise his/her bumping rights in accordance with the provisions of this Article.

SECTION 8. PROBATIONARY EMPLOYEES.

Probationary employees shall be laid off before the layoff of non-probationary employees. Such employees shall be laid off in least seniority order and recalled in most seniority order.

SECTION 9. TEMPORARY LAYOFFS - EMPLOYER OPTION.

A. Application of Temporary Layoffs.

Temporary layoff may be used for situations involving:

- (1) Unanticipated losses of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period;
- (2) Natural disaster, lack of utilities, or civil disruption that makes premises at a work site inaccessible or unusable. Under these circumstances, temporary layoffs shall only occur after the Compensation for Conditions of General Emergency provisions as described in Article 22, Section 21, of this Agreement have been utilized. Prior to the utilization of this option, the Employer will discuss with the Union any alternatives to temporary layoffs.
- (3) Other circumstances or events which the parties agree during the term of this Agreement warrant a temporary layoff.

B. Implementation.

Temporary layoff shall not exceed six (6) calendar days. In such cases, employees shall be laid off by inverse seniority order within class/level and Layoff Unit or, in a circumstance where not all work sites in a Layoff Unit are involved, by inverse seniority order within class/level and work location.

C. Waiver.

An employee who is temporarily laid off shall not be entitled to any leave balance payoffs, to bump to any other position, nor to be placed on any recall list as a consequence of the temporary layoff.

In a circumstance where temporary layoff is being used for a reason other than loss of funding, fourteen (14) calendar days' prior notice to the employee shall not be required, but the maximum prior notice possible under the circumstances should be provided.

SECTION 10. RECALL.

Work Location and Statewide Recall Lists shall be maintained by seniority for each class/level. A laid-off employee shall have the right to have his/her name placed on Work Location and Statewide Recall Lists for his/her primary class/level and those secondary class(es) to which she/he will accept recall. To

be placed on recall lists, an employee shall give written notice to his/her Appointing Authority as soon as possible, but within five (5) calendar days subsequent to being laid off, except as provided in Article 16, Section 4.D.(2). Recall from Work Location Recall Lists shall be in order of most seniority.

Nonexclusively represented employees who may be laid off but have prior status in a Bargaining Unit class/level shall not be placed on Bargaining Unit Work Location and/or Statewide Recall Lists/Cards in seniority order ahead of Bargaining Unit employees.

During the period of layoff an employee shall have the right to have his/her name added to the Work Location Recall List for any work location that had not been previously designated by written notice to the Appointing Authority. The right to be recalled to the newly added work location shall not become effective until ten (10) calendar days after the written notice by the employee has been received by the Appointing Authority unless otherwise agreed by the parties.

If there is an error in the administration of the system which leads to improper recall, such recall shall be promptly corrected and the involved employee(s) made whole.

Employees with recall rights shall be notified by the Employer within fifteen (15) weekdays from the date the decision is made to establish or close a work location.

A. Civil Service Placement Project.

The parties recognize that the Department of Civil Service has constructed statewide "referral" lists (List Type 4) of employees which that Department has determined are eligible for appointment to classified positions, by class/level.

It is the express intent of the parties that Bargaining Unit employees laid off from State employment, or about to be laid off from State employment, be eligible for placement upon such "referral" lists.

While it is the obligation of the laid-off employee to take the necessary steps to effect placement on such "referral" lists, the Employer agrees to inform the employee, at the time of layoff from State employment, of the procedure to be followed.

The parties agree that such "referral" lists shall be utilized in accordance with Civil Service Commission Rules.

The President of the Union or his/her designated Representative and the State Employer will meet at the request of either party and review

procedures and progress of the Placement Project described in this Subsection.

B. Layoff Information Packet.

Within sixty (60) days of the effective date of this Agreement, the Union and the Employer will work jointly in the development of an updated layoff information packet. Information will be supplied to employees who may be laid off advising them of the procedures for placement on the "referral" lists. In addition, the information will include explanations and appropriate forms for other options provided under this Agreement, such as annual and/or sick leave payoffs/freeze, insurance payments, recall cards, and change of address form(s). Subject to available supplies, it is intended that this packet of information be supplied to employees at the time they receive notice of layoff. In the event the employee does not receive the packet at the time of notice for layoff, the Employer shall forward the packet to the employee's mailing address on file at the work location.

SECTION 11. RECALL FROM LAYOFF.

The provisions of this Section shall be applied subject to the exceptions listed in Section 3.B of this Article.

Notice of recall may be verbal or by certified mail. Verbal notice of recall must be directly with the employee; if not, the verbal notice of recall by the Employer will be followed up by written notice, certified mail, return receipt requested. In the event notice is by mail, it shall be sent to the employee at his/her Address of Record by certified mail, return receipt requested.

If the Employer notifies the employee verbally and the employee refuses recall, the Employer shall send written notice to the employee at his/her Address of Record by certified mail, return receipt requested.

When the Employer intends to fill a vacancy by recall, subject to Article 14, Section 4, the Employer shall recall the most senior employee who is on the Work Location Recall List for that class/level. If no employee is on such Work Location Recall List, the Employer shall recall from the Statewide Recall List for that class/level. Recall from the Statewide Recall List shall be from among the top three (3) names.

Recall lists shall not be combined with promotional or open competitive registers for the purpose of providing the Employer with names.

The employee's right to recall shall exist for a period of up to six (6) years from the date of layoff.

SECTION 12. REMOVAL OF NAME FROM RECALL LISTS.

If an employee accepts or refuses permanent recall or fails to respond within five (5) weekdays from the verbal and/or mailing date notice of recall by the Employer, his/her name shall be removed from the recall list. In addition, his/her name shall be removed from recall lists as provided below:

- A. An employee who accepts recall to his/her primary class/level shall be removed from Work Location Recall Lists and the Statewide Recall List.
- B. An employee who refuses recall to his/her primary class/level in a work location shall be removed from that recall list. An employee who refuses three (3) such opportunities for recall, after she/he has been laid off from his/her primary class and prior to the expiration of his/her recall rights, shall be removed from all Work Location and Statewide Recall Lists. Two (2) or more recalls within a ten (10) calendar day period shall be considered one (1) opportunity for this purpose. When an employee refuses two (2) opportunities for recall to work locations listed on his/her recall card, the Employer shall notify the employee of the provisions of this Section and suggest that the employee submit an amended recall card. Such notice shall include a recall card for use by the employee.

An employee's name shall not be removed from Work Location Recall Lists if the employee refuses recall because such employee is certified as medically disabled or on active military duty.

- C. An employee who accepts recall to a secondary class/level shall be removed from all recall lists for such secondary class/level.
- D. An employee who refuses recall to a secondary class/level in a work location shall be removed from that recall list for such secondary class/level. An employee who refuses three (3) such opportunities for recall, after she/he has been laid off and prior to the expiration of his/her recall rights, shall be removed from all recall lists for such secondary class/level. Two (2) or more recalls within a ten (10) calendar day period shall be considered one (1) opportunity for this purpose. When an employee refuses two (2) opportunities for recall to work locations listed on his/her recall card, the Employer shall notify the employee of the provisions of this Section and suggest that the employee submit an amended recall card. Such notice shall include a recall card for use by the employee.

An employee's name shall not be removed from Work Location Recall Lists if the employee refuses recall because such employee is certified as medically disabled or on active military duty.

- E. An employee who refuses or accepts recall to a primary or secondary class/level from a Statewide Recall List shall be removed from such list.
- F. An employee may by written notice to the Appointing Authority, without penalty, remove his/her name from any recall lists on which his/her name appears.

SECTION 13. TEMPORARY APPOINTMENT.

The Union recognizes the Employer's right to fill a position on a temporary basis for reasons such as, but not limited to, filling in behind an approved leave of absence, vacation, specially funded contractual positions, fluctuations/changes in the workload, temporary promotions, transfers of continuing employees, and the need for special job skills.

The expiration of a temporary appointment shall not be considered a layoff for purposes of this Article; however, as long as they meet the conditions provided in this Article, employees shall be able to bump at the expiration of the temporary appointment as provided in this Section.

- A. An employee (without continuing prior State employment) with status acquired in a temporary appointment and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department/Agency in the same class/level as that from which the employee was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a recall list for such class/level.

Subsection A. above will not apply in the following.

- B. When a continuing Bargaining Unit employee who has attained status in a permanent position accepts a temporary appointment that is in the Bargaining Unit under the same Appointing Authority or accepts a temporary appointment to a non-exclusively represented position under the same Appointing Authority, upon expiration of the temporary appointment, the employee shall be returned to his/her former class/level and work location which immediately preceded the temporary appointment if such position is vacant; if not vacant, the employee may exercise his/her bumping rights in returning to a position in the Bargaining Unit at the class/level in the Layoff Unit which immediately preceded the temporary appointment. A continuing employee who is offered a temporary appointment shall have the conditions for return to his/her former position explained in writing at the time such offer is made.
- C. Recall of employees to temporary appointments shall not be used to avoid recalling employees on a permanent basis. Employees recalled to

a temporary appointment shall be eligible for all fringe benefits as provided in Article 22 in accordance with the terms of each Section of the Article.

Employees may agree to be recalled by work location on a temporary basis when laid off. An employee will designate his/her work location choice(s) on a recall card if she/he is willing to accept recall to a temporary appointment. Temporary recall shall be on the basis of seniority. An employee may change his/her work location choice(s) according to Section 10 and Section 12.D of this Article on a quarterly basis, effective the first day of the calendar quarter. If a change is desired, such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter. An employee who is working in a temporary appointment shall remain eligible for recall to a permanent position.

An employee who fails to accept temporary recall to a work location within five (5) weekdays from the notice of recall by the Employer shall be removed from that Work Location Recall List/Card. Removal from the temporary recall list/card shall not affect the employee's place on a permanent recall list/card. An employee's name shall not be removed from the temporary recall list/card if the employee refuses recall because such employee is certified as medically disabled or on active military duty.

If the Employer is unable to reach the most senior employee on the temporary recall list/card, the Employer shall send the employee written notice to the Address of Record, certified mail, return receipt requested, and shall then contact the next most senior employee who has indicated agreement on his/her recall card to be recalled to a temporary appointment. The Employer shall explain that they were unable to reach the more senior employee and offer the position to the next most senior employee on a day-to-day basis pending a response from the senior employee within the five (5) weekday response period. The employee recalled under these conditions can be returned in seniority order to layoff at any time within the five (5) weekday response period with no bumping options.

Recall to a temporary appointment may be for a period not to exceed seven hundred twenty (720) consecutive work hours. Except as otherwise provided in this Subsection C, an employee whose temporary appointment expires shall be given five (5) weekdays' notice and will have no bumping rights. An employee whose appointment expires will be returned to layoff and his/her name returned to the Work Location Temporary Recall List. The expiration of such temporary appointment

shall not be considered a break in service. Expiration of a temporary appointment and return to layoff shall constitute a new date of layoff according to Article 13, Section 11 and for the purposes of Article 12, Section 2.A(2).

All recalls to temporary appointments must be terminated prior to any permanent employees in the same class being laid off in a work location.

In the event recall to a temporary appointment under the same Appointing Authority exceeds seven hundred twenty (720) consecutive work hours, at the expiration of the appointment the employee shall receive fourteen (14) calendar days' written notice of return to layoff, or bump within the Layoff Unit of the temporary appointment in accordance with the provisions of this Article. If the employee has the ability to bump into a permanent position, the employee's name shall be removed from all temporary recall lists/cards. In addition, the employee's name will be removed from recall lists/cards in accordance with Section 12 of this Article. When the recall to a temporary appointment is to fill a vacancy resulting from an approved leave of absence, at its expiration the employee's name shall be replaced in seniority order on the recall list utilized for the temporary appointment and the employee shall be returned to layoff.

An employee who has been recalled on a temporary basis and who later voluntarily separates from the position shall only retain recall rights to a permanent position in his/her primary class/level. In order to retain such recall rights, the employee shall be responsible for notifying, in writing, within five (5) calendar days, the personnel office in the employee's Department/Agency of his/her desire to retain such recall rights. Failure to do so will result in the employee's name being removed from all recall lists/cards.

- D. Exception: All provisions of Subsection C above for temporary recall shall apply to U.C. Workers except as specifically provided in this Subsection.

In the MESC, employees eligible for recall to the U.C. Worker 7/E8 classification may agree to be recalled to an MESC District on a temporary basis when laid off. Currently, there are six (6) districts in the MESC. For the purposes of administering this Subsection, MESC's current Districts 1, 2, and State Office shall be considered one district as provided in Appendix K.

Employees eligible for temporary recall shall designate their work location choices within the district on a prescribed form to be developed

by the Employer. The Union shall have the opportunity to review and discuss the form before distribution. An employee shall designate only one (1) district. In the event the number of districts changes, and/or the boundaries of the districts change, employees will be allowed to submit new temporary recall forms. The Employer shall notify employees on the relevant temporary recall lists and distribute new temporary recall forms.

An employee available for temporary recall may change his/her work location choice(s) within a district or may change districts on a quarterly basis effective the first day of the calendar quarter. If a change is desired, such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter.

Recall to a temporary appointment may be for a period not to exceed one thousand forty (1,040) hours. Within a work location, temporary appointments shall be expired in seniority order. An employee whose temporary appointment expires shall be given a three (3) weekday notice and will be returned to layoff. The first day of such notice period is the day on which the notice is given. Expiration of a temporary appointment and return to layoff shall constitute a new date of layoff according to Article 13, Section 11 and for the purposes of Article 12, Section 2.A(2).

When an employee in a temporary appointment has accumulated approximately nine hundred twenty (920) hours in his/her appointment, Management shall attempt to project the remaining length of the appointment. If after Management review, a temporary appointment is expected to exceed one thousand forty (1,040) consecutive work hours, the Employer will establish a permanent position in that work location, except when the temporary appointment is to fill in behind an approved leave of absence or if a reduction in force is pending at the work location. Such vacancy will be filled in accordance with contractual provisions. The employee holding the temporary appointment may be continued beyond one thousand forty (1,040) hours until the permanent vacancy has been filled in accordance with the provisions of this Agreement. In that event, the employee in the temporary appointment shall receive a five (5) weekday notice and shall be returned to layoff. The first day of such notice period is the day on which the notice is given.

When the Employer intends to fill a temporary vacancy in a work location, the Employer shall recall the most senior employee on the District Temporary Recall List/Card for that work location who is not working in a Bargaining Unit position. If the Employer is unable to reach the most senior employee on the District Temporary Recall List/Card, the

Employer shall send the employee written notice to the Address of Record by certified mail, return receipt requested.

An employee who fails to accept recall to a temporary appointment within the five (5) weekdays from the notice of recall by the Employer shall be removed from the District Temporary Recall List/Card for that work location. The employee shall remain on the District Temporary Recall List/Card for all other work locations the employee has listed for his/her district. During the five (5) weekday response period, the Employer may elect to schedule a permanent-intermittent employee while waiting for the most senior employee to respond.

If the Employer schedules a permanent-intermittent employee, the Employer shall explain to the permanent-intermittent employee that they were unable to reach the most senior employee on the District Temporary Recall List/Card, and offer the assignment to the permanent-intermittent employee on a day-to-day basis, pending a response from the most senior employee within the five (5) weekday response period. If the most senior employee accepts the position within the five (5) weekday response period, the permanent-intermittent employee will be furloughed. If the most senior employee fails to respond or refuses the appointment, the Employer shall recall the next most senior employee on the District Temporary Recall List/Card who is not working in a Bargaining Unit position. If the Employer decides not to continue the temporary position, the next most senior employee will not be recalled and the permanent-intermittent employee will be furloughed.

The Employer shall furnish to the Union without cost on a quarterly basis a District Temporary Recall List of all employees who have agreed to be recalled to temporary appointments. The District Temporary Recall List shall contain the following information: the employee's name in seniority order, social security number, date of hire, and TKU number of all work locations to which the employee is willing to accept temporary recall.

SECTION 14. EXCEPTIONS.

Layoff and recall shall be in accordance with procedures set forth in this Article except for:

- A. Seasonal layoff of seasonal employees; or
- B. School year employees at institutions and schools during recesses in the academic year and/or summer; or
- C. Permanent-Intermittent employees.

The layoff of an employee under A, B, and C above shall be by class/level in order of least seniority. Recall of such an employee shall be by class/level in order of most seniority. Seniority for such an employee shall only apply for purposes of layoff and recall against other employees similarly situated within the layoff units listed in Appendix I.

SECTION 15. LAYOFF AND RECALL INFORMATION TO UNION.

The Employer shall provide to the Union President copies of seniority list(s) which are used to determine the employees who are to be laid off. The Employer shall provide to the Union President or his/her designee access to recall cards/lists as provided for in this Agreement.

SECTION 16. VOLUNTARY LAYOFFS.

Voluntary layoffs shall be a subject of secondary negotiations.

ARTICLE 14

ASSIGNMENT AND TRANSFER

SECTION 1. DEFINITIONS.

- A. Seniority - Bargaining Unit seniority as defined in Article 12, Section 2, except that (1) probationary employees and (2) employees in less than satisfactory status shall not be eligible to exercise seniority rights under this Article.
- B. Vacancy - An unfilled permanent position which the Appointing Authority has determined shall be filled. A position from which an employee has been laid off is not a vacancy.
- C. Transfer - The filling of a vacancy at the employee's request.
- D. Assignment - The designation of job duties by the appropriate Management Representative.

SECTION 2. RIGHT OF ASSIGNMENT.

Except as provided in this Article, the Appointing Authority shall have the right and responsibility to assign employees in this Bargaining Unit.

SECTION 3. TRANSFER.

The Appointing Authority shall establish transfer lists for permanent and permanent-intermittent positions respectively which shall be based on Bargaining Unit Seniority. An employee shall request transfer by notifying the Appointing Authority in writing, with a copy to the Union, of the work locations to which the employee desires a transfer. Such requests may be made only in the months of March, June, September, and December and shall remain on file for one year. An employee who has accepted a transfer shall not be entitled to another transfer for a twelve (12) month period from the effective date of the transfer, except when an unforeseen circumstance creates a clearly identifiable hardship, or when an employee has been bumped or recalled to another work location.

For purposes of this Subsection, hardship means health condition of an employee or an employee's immediate family (defined as spouse, children, parents, or spouse's parents) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. The Union agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable if done in accordance with the provisions of this Subsection.

When the Employer plans the opening of a new branch office, an announcement shall be circulated and posted in order for employees to be allowed to bid on jobs at such location by seniority.

An employee shall be able to make himself/herself available for transfer to up to five (5) work locations during any one of the months listed above. If an employee declines a transfer to a work location which she/he had requested, the Appointing Authority may remove the employee from the transfer list for such location by giving the employee written notice. An employee may at any time remove his/her name from the transfer list for a work location previously designated.

Transfers within a Department or Agency shall take preference over transfers between Departments or Agencies.

If office(s) are reduced as the result of a new office being opened, vacancies shall be filled by transferring volunteers in seniority order or involuntary reassignment by inverse seniority. Employees shall be eligible to request transfer within their current class/level or to a class/level in which they have status, or to a class/level for which they meet the requirement under Civil Service classification standards, by seniority, subject to the following:

- A. Availability without undue delay excluding authorized sick leave for less than two weeks and approved annual leave;
- B. Selective certification requirements or valid occupational requirements; and
- C. Affirmative action considerations. When the work location where a vacancy exists is underutilized and a protected group member should be considered for the vacancy, the Appointing Authority shall transmit to the appropriate manager/supervisor the name of the employee with highest seniority who has requested transfer to such work location. If this employee is not a protected group member, the name of the highest seniority protected group member requesting that location shall also be transmitted. The manager/supervisor shall interview both employees and select from the two. If there are no protected group members on the transfer list, protected group members from the Civil Service employ-ment list may be considered along with the highest seniority employee requesting the transfer.

Probationary employees may not be permitted to transfer within the current class/level if the Employer deems they are not qualified to perform the work, but such employees shall be permitted to transfer within such class/level upon completion of their probationary period. The Employer shall not be required to hold a vacancy available until an employee completes his/her probationary period. Probationary employees who are deemed qualified to perform the work may transfer only if there is no bargaining unit employee with status in the class/level on the transfer list for that work location. If more than one probationary employee is on the transfer list for the same work location, the employee with the highest number of hours in the class/level shall be most senior. If a tie still exists, it shall be resolved by the last four (4) digits of the employee's social security number, the higher number being more senior.

The Union President, Chief Stewards and Stewards shall not be involuntarily moved from one work location to another (except as provided in Section 5 of this Article).

SECTION 4. FILLING VACANCIES.

A. Procedure.

An original vacancy shall be filled by the transfer of the highest seniority qualified employee who has applied for such transfer subject to Section 3 of this Article. Such transfer requests shall take priority over recall, except that a transfer request from an employee who meets the requirements for a class/level under Civil Service classification standards will be honored only if there are no names on the appropriate recall list.

However, during a reduction in force, bumping shall take priority over transfer.

Priority over transfer under Section 3 shall be given, in declining order, to disciplinary transfers and voluntary demotions, provided the employee seeking demotion has had satisfactory status in the class/level and no disciplinary action is pending against the employee. All subsequent vacancies shall be filled at the Employer's option consistent with other provisions of this Agreement and/or Civil Service rules.

B. Transfer Expenses.

Employees transferring under the provisions of this Article shall not be eligible for reimbursement of moving or travel expenses. In the case of involuntary reassignment, the Employer may reimburse employees for moving expenses in accordance with applicable procedures and policies of the Civil Service Commission and the Department of Management and Budget.

Employees shall be released without loss of privileges or benefits to participate in interviews scheduled by the Employer for purposes of this Article.

SECTION 5. REASSIGNMENT.

This provision applies only in the MESC. All reassignments, assignments and transfers of Bargaining Unit employees in the MESC will comply with this Article and Section.

Reassignment is the permanent assignment of employees to another work location. When the Employer determines that, in order to accomplish its mission, it is necessary to reassign employees from one work location to another to correct a staffing imbalance between work locations under circumstances where there is not a vacancy which the Employer is able to fill and the reassignment is not governed by a specific procedure in the collective bargaining agreement, the Employer shall use the procedure described in Subsections A through C below.

Where the reassignment is governed by a specific procedure described in the collective bargaining agreement, including but not limited to Article 14, Section 3 Transfer; Article 14, Section 4 Filling Vacancies; Article 14, Section 6 Exchange Reassignment; Article 14, Section 7 Detailing; Article 14, Section 8 Satellite Offices; Article 14, Section 9 Peripheral Offices; Article 14, Section 10 Temporary Payment Offices; and Article 14, Section 11 Itinerant Claims Service Offices, such contractual procedures will be followed.

When the Employer intends to utilize the procedures in Subsections A through C below, the Employer shall give the Union reasonable prior notice before the Employer's final determination of sending work locations is made and shall meet with the Union to discuss the details of such action, including the data upon which the Employer bases the designation of sending work locations. Such data will take into consideration the cyclical nature of the work and may include the work load, scheduling systems, the types of positions affected by reassignment, and current staffing data.

- A. The Employer shall first reassign to one or more work locations (the receiving work locations) designated by the Employer those employees in the appropriate class/level in work locations designated by the Employer as sending work locations, as outlined above, whose names are on the transfer lists provided in Article 14, Section 3 for the receiving work locations. If the number of transfer names exceeds the number needed, employees shall be reassigned in seniority order.
- B. If an insufficient number of employees is available on transfer lists under Subsection A above, the Employer shall seek volunteers by class/level at the sending work location(s) as outlined above. If the number of volunteers exceeds the number needed, volunteers shall be reassigned in seniority order.
- C. If an insufficient number of employees is available under Subsections A and B above, the Employer shall reassign employees from the sending work locations as outlined above to the receiving work location(s) by class/level in inverse seniority order.
 - (1) Employees who are involuntarily reassigned pursuant to this Subsection shall receive at least fourteen (14) calendar days' written notice. The Union shall be notified concurrently.
 - (2) The Employer shall not involuntarily reassign any employee who has been involuntarily reassigned within the immediately preceding twelve (12) month period.
 - (3) The Employer may only involuntarily reassign employees to a work location within a reasonable commuting distance.
 - (4) Probationary employees may not be included in the reassignment if the Employer deems they are not qualified to perform the work, but such employees shall be included in any reassignment for such class/level upon completion of their probationary period.
 - (5) Exceptions to reassignment by least seniority shall be made where such reassignment would cause a clearly identifiable hardship to the

employee. For purposes of this Subsection, hardship means a health condition of an employee or an employee's immediate family (defined as spouse, children, parents, or spouse's parents) requiring the employee's presence or availability in the current location for an extended period of time.

- (6) Employees who are involuntarily reassigned shall have the option of declining the reassignment within seven (7) calendar days of receiving the fourteen (14) calendar day notice of reassignment. Employees who exercise this option will then receive a seven (7) calendar day written notice of layoff, shall be laid off, and shall have no bumping rights. These laid off employees shall have the right to have their names placed on work location and statewide recall lists and the Civil Service Placement Project pursuant to Article 13, Section 10.

SECTION 6. EXCHANGE REASSIGNMENT.

Nothing in this Article shall preclude the Employer from having the right to reassign an employee within his/her classification to another work location and to make in conjunction therewith a direct exchange reassignment in the following situations:

- A. Where an employee has been disciplined and the circumstances of the disciplinary action indicate that the employee should be reassigned, consideration shall be given to moving the employee to a vacancy if one exists.
- B. When an employee requests a transfer and the Employer agrees that transfer would be in the mutual interest of both parties.

Whenever the Employer makes a direct exchange reassignment pursuant to Subsections A and B above, the Employer will first seek a volunteer for the direct exchange from the assignment location to which the direct exchange reassignment is to be made. If there is no qualified volunteer at the assignment location to which the employee is to be reassigned, the least senior employee in the particular class at such assignment location shall be selected for the direct exchange reassignment. At the option of the Employer, a probationary employee may be utilized for direct exchange reassignment and consideration for such use, while not mandatory, is encouraged.

Employees who are at the same class/level shall be allowed to exchange positions between work locations when the Appointing Authority finds that such exchange can be accommodated. If a proposed exchange is not approved, the Appointing Authority shall advise the affected employees of the reasons for non-approval and afford the Union an opportunity for discussion.

SECTION 7. DETAILING.

Detailing is the temporary short-term assignment of employees to another work location. When the Appointing Authority decides that it is necessary to detail employees in order to accomplish the mission of the Agency, the Appointing Authority shall first ask for volunteers at the work location from which such detailing is to take place. In evaluating employees who are to be selected for detailing, the Appointing Authority shall take into account the needs of both the sending and the receiving office, and the class(es)/level(s) of the employees needed for detailing. The Appointing Authority shall then detail qualified volunteers in seniority order. In the event that there is an insufficient number of volunteers, the Appointing Authority shall assign employees by class/level to be detailed in inverse seniority order. For purposes of detailing in inverse seniority order, the Union President, Officers, Chief Stewards, and Stewards shall be considered most senior. Among such Union Officials, the Steward shall be most senior, followed by the Chief Steward, Union Officer, and Union President.

For purposes of this Section, preauthorized classes and levels shall not be combined when the Appointing Authority determines the mix of those class(es)/level(s) which are to be detailed.

Probationary employees may not be included in the detailing if the Employer deems they are not qualified to perform the work, but such employees shall be included in any detailing for such class/level upon completion of their probationary period.

In the MESOC, exceptions to detailing by least seniority where such detailing would cause a valid hardship to the employee shall be subject to review on a case by case basis in accordance with current practice. In other Departments, until guidelines for such exceptions are established and agreed upon through secondary negotiations, current practice in regard to exceptions to detailing shall continue.

SECTION 8. SATELLITE OFFICES.

A Satellite Office is a permanent full service office which operates under a branch manager in the parent office. When the Appointing Authority determines to establish a Satellite Office, a nucleus of employees from the parent office may be assigned to staff the Satellite Office. Such staffing shall be in accordance with the provisions for detailing as stated above.

SECTION 9. PERIPHERAL OFFICES.

A Peripheral Office is a permanent partial service office which operates under a branch manager in the parent office. When the Appointing Authority determines to establish a Peripheral Office, a nucleus of employees from the

parent office may be assigned to staff the Peripheral Office. Such staffing shall be in accordance with the provisions for detailing as stated above.

SECTION 10. TEMPORARY PAYMENT OFFICES.

A Temporary Payment Office is a temporary partial service office established to handle a sudden increase in the work load, which operates under a branch manager in the parent office. When the Appointing Authority determines to establish a Temporary Payment Office, a nucleus of employees from the parent office may be assigned to staff the Temporary Payment Office. Such staffing shall be in accordance with the provisions for detailing as stated above.

SECTION 11. ITINERANT CLAIMS SERVICE OFFICES.

An Itinerant Claims Service Office is an outstationed unemployment claims office which operates under a branch manager in the parent office. When the Appointing Authority determines to establish an Itinerant Claims Service Office, a nucleus of employees from the parent office may be assigned to staff the Itinerant Claims Service Office. Such staffing shall be in accordance with the provisions for detailing as stated above.

SECTION 12. OUTSTATION.

The assignment of Employment Service staff to a workstation which is located at a facility other than the work location (parent office), but which remains attached to the parent office and under the jurisdiction of the branch manager of the parent office.

ARTICLE 15

HOURS OF WORK AND OVERTIME

The provisions of Sections 1, 2, 3, and 4, of this Article shall not apply to permanent-intermittent employees.

SECTION 1. 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 2. 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 work days separated by two (2) consecutive days off.

SECTION 3. WORK SHIFT.

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

- Day Shift – Starts between 5:00 a.m. and 1:59 p.m.
- Afternoon Shift – Starts between 2:00 p.m. and 9:59 p.m.
- Evening Shift – Starts between 10:00 p.m. and 4:59 a.m.

SECTION 4. WORK SCHEDULES.

Consistent with program needs, employees may be assigned to work rotating or relief shifts.

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

Temporary changes in scheduled shifts may be made no less than ninety-six (96) hours prior to the beginning of the pay period to be worked. Any other changes in scheduling may be made no less than forty-eight (48) hours prior to the beginning of the pay period to be worked.

Any changes in scheduling shall be confirmed in writing to the employee or posted on appropriate bulletin boards. However, no such temporary scheduled shift changes shall be made without first discussing the proposed changes with the Union, if the proposed change would affect more than fifty percent (50%) of the employees in a given class/level at any one work location.

The work schedule of the employee shall not be altered within the biweekly work period solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1 1/2) times the employee's regular rate of pay for those employees eligible for overtime credit. Scheduling changes necessitated by requests initiated by employees shall be exempt from the one and one-half (1 1/2) time compensation required by this Section. With the Employer's approval, employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules.

For employees in offices which regularly work a standard eight (8) hour day, five (5) day week, changes in shifts shall be handled by the Employer first

seeking qualified volunteers. In the event that there are more volunteers than are needed, the most senior employees shall be selected. In the event that there is an insufficient number of volunteers, the Employer shall assign qualified employees on an inverse seniority basis.

SECTION 5. 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. This shall not preclude work schedules which provide for an eight (8) hour work day, inclusive of a meal period. The Employer may reasonably schedule meal periods to meet operational requirements. Those employees who regularly 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.

SECTION 6. REST PERIODS.

There shall be two (2) rest periods of fifteen (15) minutes each during each regular eight (8) hour shift, one during the first half of the shift and one during the second half of the shift. The Employer retains the right to schedule employees' rest periods and to occasionally shorten such periods to fulfill emergency operational needs. Current practices regarding breaks taken in the course of operational duties or on an irregular basis may be maintained. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off. Current practice regarding rest periods during overtime periods shall continue.

SECTION 7. CALL BACK.

Call back is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back and whose call back time is contiguous to their regular working hours will be paid only for those hours worked. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of four (4) hours' compensation. Call back time will be paid at the premium rate, provided that the called back employee has worked more than eight (8) hours in that day or forty (40) hours in that calendar week work period.

In the event the Employer intends to implement on-call provisions, the Employer shall notify the Union and bargain over such conditions of employment.

SECTION 8. ALTERNATIVE WORK PATTERNS.

The establishment of alternative work patterns is a proper subject for secondary negotiations.

SECTION 9. DEFINITIONS.

A. Overtime.

Overtime is authorized time that an eligible employee works in excess of eight (8) hours in a day or forty (40) hours in a calendar week work period.

B. Regular Rate.

The employee's prescribed hourly rate of pay, including any applicable shift differential, prison ("P" rate) pay, hazard pay, and on-call pay.

C. Premium Rate.

One and one-half (1 1/2) times the employee's regular rate.

SECTION 10. OVERTIME COMPENSATION.

The Employer agrees to compensate employees at the premium rate in cash payment for all hours of work time in excess of eight (8) hours per day or forty (40) hours per calendar week.

SECTION 11. COMPENSATORY TIME.

Compensatory time systems in existence on the effective date of this Agreement shall continue. In the event that the Employer wishes to initiate, change, or end such a system, the Employer shall notify the Union and negotiate such change upon request.

SECTION 12. PYRAMIDING.

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

SECTION 13. OVERTIME PROCEDURE.

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

The procedure for offering voluntary overtime and for assigning involuntary overtime may be negotiated at the secondary level. Current practices with regard to scheduling overtime shall continue unless altered in secondary level negotiations.

Probationary employees may not be included in overtime work if the Employer deems they are not qualified to perform the work, but shall be included under all overtime regulations upon completion of their probationary period.

SECTION 14. REDUCTION IN HOURS.

In the event that the Employer wishes to propose reduction in hours of employment, the Employer and the Union shall negotiate such proposals. The Employer shall not propose such reduction in hours of employment directly to employees. However, nothing shall preclude an individual employee from initiating a request in the reduction of his/her hours, and nothing shall preclude the Employer from granting such individually initiated requests.

ARTICLE 16

LEAVES

SECTION 1. ANNUAL LEAVE APPLICATION.

Other than the original grant of sixteen (16) hours of personal leave, an employee may not utilize and will not be credited with accrued annual leave until after completion of seven hundred twenty (720) hours of paid service in the initial appointment. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted for annual leave accrual.

Consistent with the operational needs of the Appointing Authority, annual leave shall be granted at such time during the year as requested by the employee in the order received. Annual leave may be used only with prior supervisory approval. In all cases, current practices with regard to approval of annual leave will continue unless otherwise agreed in secondary negotiations.

An employee desiring to use three (3) days or less of annual leave shall verbally request approval of his/her supervisor. Current practices with regard to reducing such requests to writing shall continue. An employee desiring to use annual leave in excess of three (3) days shall request approval of his/her supervisor in writing.

Requests for annual leave of less than one (1) week shall be given priority in the order received and will normally be submitted to the supervisor for approval

or disapproval at least two (2) days before the desired leave time, unless circumstances prevent the employee from making such request at least two (2) days before the desired leave time.

An employee on annual leave who becomes ill or is injured and who thereby requires medical treatment may convert such period of time to sick leave with verification if requested. In the event of illness, injury, or death of a person for which sick leave could normally be used in accordance with Section 3 of this Article, an employee on annual leave may convert such time to sick leave.

SECTION 2. VACATION APPLICATION AND SCHEDULING.

Vacation is defined as a period of five (5) or more consecutive work days of annual leave. Consistent with the operational needs of the Appointing Authority, such requests shall be honored in accordance with the employee's seniority as defined in Article 12, Section 2. Current practices with regard to scheduling vacations shall continue unless otherwise agreed in secondary negotiations.

When a holiday falls during an employee's scheduled vacation, such holiday shall not be charged against the employee's vacation time.

Annual leave may be used in time increments in accordance with current practices (one-half [1/2] hour in the MESC).

SECTION 3. SICK LEAVE APPLICATION.

Sick leave may be used by an employee for:

- A. Illness, disability, or injury of the employee, or exposure to contagious disease endangering others, any of which necessitates the employee's absence from work;
- B. Appointments with a doctor, dentist, or other professional medical practitioner to the extent of time required to keep such appointments;
- C. In the event of illness, injury, or death in the immediate family which necessitates the employee's absence from work. Immediate family shall be spouse, parent(s) or foster parent(s), children, foster children, stepchildren, brother(s), sister(s), parent(s)-in-law, grandparent(s), grandchildren, or any person for whose financial or physical care the employee is principally responsible.
- D. The period of time utilized for health screening purposes at an authorized Employer-operated health screening unit.

All sick leave used shall be certified in writing by the employee(s) and verified by such other evidence when required by the Employer. Falsification of such evidence shall be cause for discipline up to and including dismissal.

Annual leave may be substituted for sick leave at the discretion of the employee within the pay period during which it was used only in accordance with current practices, unless otherwise agreed in secondary negotiations.

SECTION 4. LEAVES OF ABSENCE.

Appointing Authority determinations under this Section shall not be arbitrary, discriminatory, or capricious.

A. Eligibility.

An employee shall have the right to request a leave of absence without pay in accordance with the provisions of this Section after the successful completion of his/her initial probationary period.

B. Requests.

A request for a leave of absence without pay shall be submitted in writing, on a leave of absence form if available, by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance of the proposed commencement date of the leave of absence being requested, except under emergency circumstances. Such request shall state the reason for and the length of the leave of absence being requested.

The Appointing Authority shall furnish a written response as follows:

- (1) Requests for a leave of absence not exceeding one (1) month shall be answered within ten (10) calendar days.
- (2) Requests for a leave of absence exceeding one (1) month shall be answered within twenty (20) calendar days.

C. Approval.

Except as otherwise provided in this Agreement, an employee may be granted a leave of absence without pay by the Appointing Authority for a period up to six (6) months. The Appointing Authority shall consider its operational needs, the employee's length of service, performance record, and leave of absence history in reviewing requests for a leave of absence. Upon bona fide mitigating circumstances, a leave of absence

may be extended beyond six (6) months, except as otherwise provided in this Article.

An employee may elect in writing at the time a leave is requested to carry a balance of annual leave not to exceed eighty (80) hours during a leave of absence. An annual leave balance in excess of eighty (80) hours, up to a maximum of two hundred and forty (240) hours, may be carried with the written approval of the Appointing Authority. Such leave balances shall be made immediately available to the employee upon return from a leave of absence. Payment for annual leave due an employee who does not return from a leave of absence shall be at the employee's last rate of pay.

D. Types of Leaves of Absence.

(1) Educational.

The Appointing Authority may approve an individual employee's written request for full-time educational leave of absence for an initial period of time up to one (1) year. Such request will be answered in writing within thirty (30) calendar days stating approval or denial (with an explanation). Before the approved leave of absence can become finally effective, a curriculum plan and proof of full-time enrollment must be submitted by the employee to the Appointing Authority. At the request of the Appointing Authority, the employee shall provide evidence of continuous, successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Appointing Authority.

(2) Medical.

Upon depletion of accrued sick leave, an employee, upon request to his/her Appointing Authority, 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 guarantee 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 pregnancy shall not be counted against the guarantee. Employees who apply for a medical leave of absence subsequent to the effective date of this agreement shall have the balance of their six (6) month guarantee

adjusted by removing any medical leave of absence due to pregnancy that was deducted from the guarantee. An employee whose leaves including any extensions total less than six (6) months during the five (5) year period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months within such five (5) year period.

In all other cases, an employee in satisfactory employment status may be granted such leave by the Appointing Authority. Such leaves may be granted after the exhaustion of the employee's sick leave for a period of up to six (6) months upon providing the required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

The Appointing Authority, in considering requests for leaves outside of the guarantee provided above, shall exercise discretion based on the circumstances related to the leave request on a case by case basis. In doing so, the Appointing Authority will consider its operational needs, the employee's work record, and verifiable medical information that the employee can return at the end of the extension period with the ability to perform his/her job duties. The employee or the Union may request an explanation of the reason for a denial of an extension of medical leave. Requests for medical leave of absence after return from injury or illness due to complications and/or a relapse shall be considered as a medical leave extension request provided that this type of extension is requested within sixty (60) days of return from original leave.

Prior to return to work from a medical leave of absence, the employee will be required to present medical certification of his/her fitness to resume performing his/her job duties. In the event the Appointing Authority requires a second opinion, the Appointing Authority reserves the right to have the employee examined by a physician selected and paid by the Appointing Authority for the employee's initial request, extension, and/or return to work.

Employees who have completed an initial probationary period and are in satisfactory employment status, who after providing the information as required by this Article, are subsequently not granted a medical leave of absence, will be placed on medical layoff. Such employee shall, upon providing medical certification of the employee's ability to return to his/her regular job responsibilities, be entitled upon request to have his/her name placed on recall lists in

accordance with Article 13, Section 10, provided that such medical certification is presented within two (2) years of the date of medical layoff. Such employees shall be considered as laid off with recall rights as described in this Section.

Employees recalled under this provision shall not have such time treated as a break in service.

(3) Military.

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

(4) Union.

The Appointing Authority shall approve a request for a leave of absence for an employee upon written request of the Union and of the employee subject to the following limitations:

- a. The request shall be made to the employee's Appointing Authority and shall indicate the purpose of the requested leave of absence.
- b. If the requested leave of absence is for the purpose of permitting the employee to serve in an elected or appointed office with the Union, the request shall state what the office is, the term of such office and its expiration date. This leave shall only 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 an employee of the Union, such leave shall be for a minimum of three (3) months renewable upon request but shall not exceed three (3) years.

(5) Waived Rights.

The Appointing Authority shall grant a waived rights leave of absence, upon request, to an employee in those situations where an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. Such employee does not have the right to return to State service at the expiration of a waived rights leave of absence but shall have the continuous nature of his/her service protected provided she/he returns 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 concerning the conditions of a waived rights leave of absence.

(6) Parental.

Upon written request to the Appointing Authority, an employee shall, after birth of his/her child or upon adoption of a child, be granted a parental leave of up to one (1) year with the option of up to an additional one (1) year extension. The employee may return early from such leave upon 30 days prior notice to the Appointing Authority.

SECTION 5. ANNUAL LEAVE DONATIONS.

Upon employee request, annual leave credits may be transferred to other employees 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 spouse, dependent child or parent.
- B. The receiving employee has exhausted all leave credits.
- C. The receiving employee's absence has been approved.
- D. An employee may receive a maximum of thirty (30) work days by direct transfer of annual leave from employees within his/her employing department during a calendar year.

The right to donate hours and receive hours through direct transfer is not limited to employees in this Bargaining Unit, where reciprocal agreements exist with other exclusive representatives or where provided for in the Civil Service Rules and procedures for non-exclusively represented employees. However, annual leave cannot be donated across departmental lines.

The right to donate annual leave hours is as follows:

- A. The maximum annual leave donation in a calendar year will be for a maximum of forty (40) hours and donations shall be in whole hour increments.

B. Employee donations are irrevocable.

The Office of the State Employer and SEIU Local 31-M shall each designate one representative to review requests and determine eligibility to receive annual leave donations.

This Section shall be effective as soon as administratively feasible after Civil Service Commission approval.

ARTICLE 17

PERSONNEL FILES

SECTION 1. GENERAL.

There shall be only one official personnel file maintained for an employee. For purposes of record keeping, copies of information contained in the official personnel file may be kept at the employee's work location. Upon an employee's relocation to another work location, his/her local file shall be transferred to the employee's new work location. Material pertaining to an employee's behavior, performance, and/or of a disciplinary nature shall be identical in both the local and the official files. 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 the personnel file. Grievance forms and decisions shall not be contained in an employee's personnel file. All material placed in a personnel file shall either be signed by the employee indicating receipt of a copy of same or routinely supplied to the employee.

If an employee disagrees with anything contained in his/her personnel file, the employee may seek removal or correction of same. If no agreement is made to remove or correct the information, the employee may submit a written statement explaining his/her position, and it shall be entered into the file. Such employee statement shall remain in the personnel file as long as the information to which it refers is part of the file.

SECTION 2. ACCESS.

Access to individual personnel files shall be restricted to authorized Management personnel, the employee, and/or the Union Representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file and may be accompanied by a Union Representative if she/he so desires. Upon request, the Employer shall make

copies of documents in a personnel file and furnish such copies to the employee or his/her Union Representative when authorized in writing by the employee.

SECTION 3. EMPLOYEE NOTIFICATION.

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

SECTION 4. NON-JOB-RELATED INFORMATION.

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

SECTION 5. REMOVAL OF RECORDS.

Records of disciplinary actions, reprimands, or less than satisfactory service ratings shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken or the rating issued, provided that the employee has not received a less than satisfactory service rating or has not been the subject of disciplinary action for the same or similar reasons during such twenty-four (24) month period. Counseling memoranda shall similarly be removed twelve (12) months following the date of issuance, provided that the employee has not received a less than satisfactory service rating, been the subject of disciplinary action, or received further formal counseling for the same or similar reasons during such twelve (12) month period.

These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices as defined in the Employee Relations Policy and Procedures. Nothing in these provisions is intended to prohibit the Employer from retaining and using records, even if "outdated," as evidence in defending against claims of unlawful discrimination by the Employer, the State, or its Departments/Agencies.

Any outdated material improperly placed or not removed timely shall not be used subsequently in any proceeding or in a selection process concerning the employee.

Within ninety (90) days of the effective date of this Agreement, the parties agree to establish the procedures for the removal and storage of outdated official personnel records.

SECTION 6. RIGHT TO KNOW ACT.

The parties incorporate herein by reference the provisions of the Employee Right To Know Act, MCL 423.501 et. seq., and agree that they shall abide by the terms thereof in administering this Agreement.

SECTION 7. MAINTENANCE OF PAST PRACTICES.

All current procedures, practices, and conditions pertinent to personnel files in effect on the effective date of this Agreement, except as altered herein, shall be maintained during the term of this Agreement.

ARTICLE 18

COUNSELING AND DISCIPLINARY ACTION

SECTION 1. COUNSELING.

A. Informal Counseling.

Informal counseling may be undertaken when, in the discretion of the Employer, it is deemed necessary to improve performance, instruct the employee, and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be recorded in the employee's personnel file.

An employee shall not have the right to Union representation during informal counseling.

B. Formal Counseling.

When, in the judgment of the Employer, formal counseling is necessary, it may be conducted by an appropriate supervisor. Formal counseling may include a review of applicable standards and policies, actions which may be expected if performance or conduct does not improve, and a reasonable time period established for correction and review. A narrative description of formal counseling will be prepared on a Record of Counseling form, a copy of which will be given to and signed for by the employee and a copy kept in the employee's personnel file. 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. The distinction between informal and formal counseling shall be maintained and a counseling memo, if any, shall be considered formal. Formal counseling is grievable in accordance with Article 9 through Step Three (3).

C. Relationship to Disciplinary Action.

Neither performance review, informal nor formal counseling shall be considered as punitive/disciplinary action nor as prerequisites to disciplinary action. Formal counseling may not be introduced in a disciplinary conference or proceeding, except to demonstrate, if necessary, that an employee knew or knows what is expected of him/her. Nothing in this Article shall prohibit the Employer from taking disciplinary action without the necessity of prior informal or formal counseling against an employee who, in the judgment of the Employer, commits a sufficiently serious offense.

SECTION 2. 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.

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. Whenever an employee is formally charged with a violation of any obligation, rule, regulation, or policy, the employee shall be notified in writing of the claimed violation and disciplinary penalty therefor. Any employee who alleges that disciplinary action is not based upon just cause may appeal such action in accordance with Article 9, 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.

Any performance evaluation, Record of Counseling, reprimand, or document to which an employee is entitled under this Agreement shall not be part of the employee's official record until the employee has been offered or given a copy.

The parties agree that disciplinary action must be supported by timely and accurate investigation. An employee shall be given the opportunity 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.

Whenever it is determined that disciplinary action is appropriate, a disciplinary conference shall be held with the employee at which the employee shall be entitled to Union representation. The Union Representative must be notified and requested by the employee. No disciplinary conference shall proceed without

the presence of a requested Union Representative. The employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Questions by the employee or Union Representative will be fully and accurately answered at such meeting to the extent possible. Response of the employee, including his/her own explanation of an incident if not previously obtained, or mitigating circumstances, shall be received by the Employer. The employee shall have the right to make a written response to the results of the disciplinary conference which shall become a part of the employee's 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. The employee's signature indicates only that the employee 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.

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

In any investigatory interview with an employee where the employee has been suspended (with or without pay) or transferred from the employee's regular job assignment, the employee shall have the right to Union representation.

Nothing in this Article shall prohibit the Employer from the imposition of an emergency disciplinary suspension and/or removal of an employee from the premises in cases where, in the judgment of the Employer, such action is warranted. As soon as practicable thereafter, the disciplinary conference procedures described herein shall be undertaken and completed. An Appointing Authority may suspend an employee for investigation. The suspension shall be superseded by disciplinary suspension, dismissal, or reinstatement within seven (7) calendar days or within such extension as may be approved by the Appointing Authority. If disciplinary action is not taken against an employee within the seven (7) days, the employee shall receive full pay and benefits for the period of temporary suspension.

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 the copy of this letter, if presented personally, or the letter shall be sent to the employee by certified mail, return receipt requested. If the employee has received and signed for a written letter of reprimand, no notice is required under this Article.

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 that she/he will be terminated in the absence of the resignation.

ARTICLE 19

PERMANENT-INTERMITTENT EMPLOYEES

As per current practice, permanent-intermittent employees shall be used only for job assignments which are characterized by periodic, irregular, seasonal, or school year scheduling.

SECTION 1. GENERAL PROVISIONS.

The Employer agrees to provide a minimum call-in guarantee of three (3) hours for permanent-intermittent employees who are scheduled to work or called in to work and who, after arriving at the work location, are advised that they are not needed, or work less than three (3) hours.

Permanent-intermittent employees who work an assigned shift and who, after returning home, are called back to work, will be paid a minimum of four (4) hours at the regular rate of pay.

Where the Employer has six (6) hours of work that could be performed by one (1) permanent-intermittent employee, the Employer will assign such shift to but one (1) employee unless operating or contractual requirements necessitate otherwise.

Furloughed permanent-intermittent employees shall be scheduled to work before the recall of laid-off permanent-intermittent employees.

Permanent-intermittent employees shall not be scheduled or furloughed for the purpose of avoiding the provisions of this article.

SECTION 2. ENTITLEMENTS.

Permanent-intermittent employees shall earn benefits in accordance with current practice upon return from furlough. Seniority is accrued in accordance with Article 12.

Annual leave and sick leave shall be administered in accordance with the provisions of Article 16, Leaves. Sick leave, if approved, shall not exceed the number of hours the employee is scheduled to work.

Permanent-intermittent employees shall have their personal leave days and holiday pay calculated in accordance with Appendices D-1 and D-2.

SECTION 3. LIMITATIONS.

The provisions of this Section shall apply only in the MESC.

If a permanent-intermittent employee has been scheduled to work in one (1) work location on a full-time basis for thirteen (13) consecutive weeks, the Employer will establish a permanent position in that work location and fill the vacancy in accordance with contractual provisions. When a permanent-intermittent employee has worked for ten (10) consecutive weeks, management shall attempt to project the remaining length of the assignment. If after management review, a permanent-intermittent assignment is expected to exceed thirteen (13) consecutive weeks, the Employer will establish a permanent position in that work location, to be filled in accordance with contractual procedures, except when the permanent-intermittent assignment is to fill in behind an approved leave of absence. The employee holding the permanent-intermittent assignment may be continued beyond the thirteen (13) consecutive weeks until the permanent vacancy has been filled in accordance with the provisions of the agreement. If there is a reduction in force pending, this provision will not apply if the office where the permanent-intermittent position is located is scheduled for a reduction. Approved annual leave following and contiguous to the last scheduled day (or hours) worked shall not count for the purpose of establishing a permanent position.

SECTION 4. SCHEDULING, FURLOUGH, LAYOFF, RECALL, AND TRANSFER IN THE MESC.

Permanent-intermittent employees shall be scheduled in most seniority order within an MESC District, as defined in Appendix K. Permanent-intermittent employees shall be furloughed by class/level in least seniority order within a work

location. Bargaining Unit Seniority shall be as defined in Article 12, Section 2. Such furloughs and scheduling shall be to permanent-intermittent positions.

A permanent-intermittent employee may change his/her work location choice(s) within the district on a quarterly basis, effective the first day of the calendar quarter. If a change is desired such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter.

Permanent-intermittent employees must be available for scheduling upon one (1) day notice. If a permanent-intermittent employee is contacted by the Employer for scheduling and requests approval of leave or lost time because of vacation, illness, etc., the Employer may approve leave usage or lost time if operational needs permit. The Employer may then call the next most senior permanent-intermittent employee on the scheduling list. At the end of the approved leave or lost time, the most senior permanent-intermittent employee shall report for duty, if she/he is still scheduled. If a permanent-intermittent employee is not granted approval for leave usage or lost time and fails to report for duty, she/he shall be considered absent without leave.

Permanent-intermittent employees shall not be scheduled to work until all laid-off permanent employees for the work location have been recalled.

A permanent-intermittent employee who has status and who has been furloughed for one (1) year shall then be laid off. Such permanent-intermittent employees on layoff up to three (3) years shall have the right of recall to permanent-intermittent positions in seniority order within an MESC District as defined in Appendix K, before additional permanent-intermittent employees are hired.

A permanent-intermittent employee who is laid off from a permanent full-time position shall retain his/her Article 13 recall rights.

Permanent-intermittent employees who have acquired status shall have transfer rights between districts to other permanent-intermittent positions in accordance with Article 14, Assignment and Transfer.

SECTION 5. SCHEDULING, FURLOUGH, LAYOFF, RECALL AND TRANSFER IN DEPARTMENTS OTHER THAN THE MESC.

The scheduling, hours of work, furlough, layoff and recall of permanent-intermittent employees shall continue in accordance with current departmental practices until negotiated otherwise in secondary negotiations. Any and all other issues arising out of the employment of permanent-intermittent employees shall be discussed in labor-management meetings.

Permanent-intermittent employees who have acquired status shall have transfer rights to other permanent-intermittent positions in accordance with current departmental practices.

SECTION 6. REPORTS PROVIDED BY THE MESC.

The Appointing Authority shall continue to provide the Union with quarterly reports on use of permanent-intermittent employees in accordance with current practice. The Union and the Employer shall meet as soon as possible after the effective date of this Agreement to determine what information on permanent-intermittent employees is available and decide what information shall be provided the Union.

The Employer shall furnish to the Union without cost on a quarterly basis a District Permanent-Intermittent Scheduling List and a District Permanent-Intermittent Recall List of all employees in seniority order who have agreed to be scheduled or recalled as permanent-intermittent employees. Such lists shall include the employee's name, social security number, date of hire, and TKU number of all work locations to which the employee is willing to be scheduled or recalled.

ARTICLE 20

MISCELLANEOUS

SECTION 1. DEFINITIONS.

A. Appointing Authority.

Appointing Authority means the single Executive heading a principal Department or the Chief Executive Officer of a principal Department headed by a Board or Commission, or those persons authorized and responsible to administer personnel and labor relations functions of the Department, Board or Commission.

B. Employer.

Employer means the State Employer and all Departmental Employers having employees in this Bargaining Unit.

C. Probationary Employee.

An employee who has not completed a required probationary period in his/her current class/level according to applicable Civil Service Rules and regulations.

D. Weekday.

Weekday means Monday through Friday inclusive, excluding holidays.

SECTION 2. EFFECT OF AGREEMENT ON CIVIL SERVICE COMMISSION RULES, COMPENSATION PLAN, AND OTHER EXISTING TERMS AND CONDITIONS OF EMPLOYMENT.

Wages, hours, and conditions of employment (which are mandatory subjects of bargaining) in effect on the effective date of this Agreement shall, except as addressed elsewhere herein, be maintained during the term of this Agreement.

The parties adopt and incorporate herein the Compensation Plan and current Rules of the Civil Service Commission, except where the subject matter of any Rule or provision of the Compensation Plan is addressed in this Agreement, in which event the provisions of this Agreement shall govern except for Civil Service Commission Rules governing prohibited subjects of bargaining in effect on the date this provision is approved by the Civil Service Commission. If the subject matter of a Rule or provision of the Compensation Plan is not addressed in this Agreement, such Rule or provision shall govern.

Except for Civil Service Commission Rules governing prohibited subjects of bargaining in effect on the date this provision is approved by the Civil Service Commission, where any provision of this Agreement is in conflict with any Commission Rule, the parties shall regard Commission ratification of this Agreement or portion thereof, without exception, as an expression of policy by the Commission that the parties are to be governed by such ratified provisions of this Agreement, and shall abide by such provisions. Respecting any provisions not ratified, the parties shall jointly petition the Commission to amend any Rule which the Commission determines to conflict with such unratified provisions so as to be consistent therewith. The parties shall be governed by the pertinent provisions of this Agreement to the extent the Commission approves their petition. To the extent the Commission denies the parties' petition, the current Rule(s) shall govern unless and until the parties negotiate and arrive at a mutually agreed replacement. Such replacement shall be immediately presented to the Commission for ratification.

SECTION 3. SAVINGS CLAUSE.

Should any part of this Agreement, or any provision contained herein, be declared invalid by operation of law or by any tribunal of competent jurisdiction, including the Civil Service Commission, such invalidation of such part or provision shall not invalidate the remaining portions hereof, which shall remain in full force and effect. If the party(ies) appeal such declaration within the applicable time limits, the affected provision of this Agreement shall remain in effect unless prohibited by order of such tribunal. The parties agree that if such

part or provision is finally invalidated, they will collectively bargain, as expeditiously as possible, to arrive at a mutually agreed replacement for such part or provision. Such replacement shall be immediately presented to the Civil Service Commission for ratification.

SECTION 4. NON-DISCRIMINATION.

The Employer and the Union recognize their respective responsibilities under and support Federal, State, and local laws relating to fair employment practices. The Employer and the Union recognize the moral principles involved in the area of civil rights and affirmative action and hereby affirm in this Collective Bargaining Agreement their commitment not to discriminate because of race, creed, religion, political partisanship, color, age, sex, national origin, ancestry, sexual preference, marital status, handicap, height, or weight with regard to terms and conditions of employment, admittance to Union membership, or representation of Union members.

There shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee because of Union membership or activity or because of any activity protected by the Employee Relations Policy or permitted by this Agreement. Employees shall be protected from reprisal for the lawful disclosure of the violation of law, rule or regulation or mismanagement or abuse of authority.

The Union has the right to representation on all Departmental and/or Agency affirmative action committees. Problems or questions regarding affirmative action shall be subjects of Labor-Management Meetings unless an affirmative action committee has been established in the Department and/or Agency. In Departments and/or Agencies having such committees, the number of Union Representatives shall be determined in secondary level negotiations.

SECTION 5. WAGE ASSIGNMENTS AND GARNISHMENTS.

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

SECTION 6. SEXUAL HARASSMENT.

No employee shall be subjected to sexual harassment by another employee during the course of employment in the State classified service. The Employer will make a good faith effort to attempt to prevent sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take corrective action. The parties hereby incorporate Civil

Service Rule 1-2 regarding sexual harassment, except that any grievance filed shall use the grievance procedure herein provided.

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

- A. Repeated or continuous conduct which is sexually degrading or demeaning to another person;
- B. Conduct of a sexual nature which adversely affects another person's continued employment, wages, advancement, tenure, assignment of duties, work shift, or other conditions of employment;
- C. Conduct of a sexual nature that is accompanied by a threat, either expressed or implied, that continued employment, wages, advancement, tenure, assignment of duties, work shift, or other employment conditions may be adversely affected.

SECTION 7. POLYGRAPH TESTS.

No employee shall be required to take a polygraph examination, and no disciplinary action shall be taken against any employee for refusing to take a polygraph examination. However, if any employee consents to a polygraph examination, the results of that examination may not be used or offered in any judicial or quasi-judicial proceeding (other than grievance- arbitration proceedings under this Agreement) unless required by court order.

SECTION 8. ACCESS TO WORK RULES.

A copy of all current policies, procedure manuals, personnel releases, work rules, regulations, this Agreement, and any other documents concerning an employee's rights, obligations, conduct, standards and performance requirements shall be made reasonably available upon the employee's request.

SECTION 9. SMOKING.

Consistent with the provisions of Executive Order 1992-3, as it may be amended, the use of any tobacco product is prohibited in any owned or leased State Government facility.

SECTION 10. ERGONOMICS.

The Employer agrees that, within budgetary and operational limitations, proven ergonomic principles will be a factor in the selection of new office

equipment for use with video display terminals (VDTs). The Employer agrees to provide glare reducing screens for video display terminals upon employee request.

The parties agree that issues related to ergonomics, including but not limited to the topics detailed in the Union's 1988 Proposal on Ergonomics, are proper subjects for discussion at Labor-Management or Health and Safety Subcommittee Meetings.

SECTION 11. PRINTING OF THE AGREEMENT.

The Employer and the Union shall mutually proof this Agreement against the tentative agreement ratified by the parties prior to final printing and distribution. The Employer shall be responsible for the printing of the Agreement and will provide, upon request, two thousand (2,000) copies to the Union. Such copies shall be provided at no cost. The Union shall provide copies of this Agreement to employees; the Employer shall be responsible for providing copies of this Agreement to Management and supervisors of such employees.

SECTION 12. LETTER OF UNDERSTANDING.

As used in this Agreement, a Letter of Understanding is a written understanding and/or agreement entered into between the Union and the State Employer and ratified by the Civil Service Commission, which interprets, modifies or amends one or more provisions of this Agreement or a secondary agreement; they are enforceable only as to their terms. Local agreements (such as mutually approved minutes of Labor-Management Meetings), while instructive as to those parties' wishes, expectations, and intent, are not Letters of Understanding.

SECTION 13. VOLUNTARY WORK SCHEDULE ADJUSTMENT PROGRAM.

Employees in this Bargaining Unit shall be eligible to participate in the Voluntary Work Schedule Adjustment Program, as outlined in Appendix L. The program shall terminate on September 20, 1996. Extension of the program beyond September 20, 1996, shall be by mutual agreement.

SECTION 14. LOUNGE AND/OR EATING AREAS.

Where current practice so provides and where operational needs permit, the Employer will continue to provide adequate employee lounge and/or eating areas in non-public locations separated from employees' normal areas of work. Such lounge and/or eating areas shall include Employer provided furniture, such as but not limited to tables and chairs and, where feasible, and within budgetary and operational limitations, electrical outlets. When leasing new office space and/or renewing existing leases, the feasibility of providing lounge or eating areas will be a consideration. The issue of providing employees with such lounge and/or

eating areas where current practice does not so provide will, upon request, be a subject of secondary level negotiations, provided that no obligation shall exist for the Employer to negotiate such issue for work sites where space is not available. The Employer reserves the right to change lounge and/or eating areas due to operational requirements. The proposed removal or relocation of lounge and/or eating areas due to operational requirements shall be an appropriate subject for Labor-Management Meetings provided for in Article 10 of this agreement.

ARTICLE 21

NO STRIKE - NO LOCKOUT

No employee shall engage in a strike against the Employer. Any employee taking part in such strike shall be subject to discipline in accordance with the disciplinary procedures of this Agreement.

Upon receipt of written notice from the Employer to the Union's President, or in his/her absence to a principal Union officer, the Union hereby agrees that it shall meet with the Employer in order to clarify the situation and take positive measures to terminate any such violation by an employee or group of employees.

For the purpose of this Article, any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his/her duties in the normal manner on the date or dates when a strike occurs, and does not have advance approval for leave or produce evidence of illness for each day of absence, shall be presumed to have engaged in such strike on such date or dates.

"Strike" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full, faithful and proper performance of duties or employment, for the purpose of inducing, or coercing a change in conditions of employment, compensation, or the rights, privileges or obligations of employees.

Neither the Employer, nor any of its officers, agents, or representatives, individually or collectively, shall authorize, instigate, cause, aid, or condone any lockout.

ARTICLE 22

ECONOMICS

SECTION 1. GENERAL WAGE INCREASE.

A. Across-the-Board Wages.

- (1) Fiscal Year 1996-97. On October 1, 1996, each hourly rate shall be increased by \$.29 per hour; then each hourly rate shall be increased by one percent (1.0%).
- (2) Fiscal Year 1997-98. Effective October 1, 1997, each hourly rate shall be increased by three percent (3.0%).
- (3) Fiscal Year 1998-99. Effective October 1, 1998, each hourly rate shall be increased by three percent (3.0%).

B. One-Time Cash Payment.

- (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 (2,080) hours of current continuous service since October 1, 1995, shall be paid a one-time cash payment of \$900.00, which shall not be rolled into the base wage. For a full-time employee who has accumulated less than two thousand eighty (2,080) hours of current continuous service since October 1, 1995, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 1995 and two thousand eighty (2,080) hours, times \$900.00.
- (2) At the end of the first full pay period in October 1996, or the first subsequent pay period in Fiscal Year 1996-97 for which the employee receives a pay check, each permanent-intermittent employee, seasonal employee, or employee recalled to a temporary appointment under Article 13, Section 13 of the Human Services Support Unit Agreement, who was on the payroll as of October 2, 1996 and who was: 1) on the payroll on October 1, 1995, 2) on furlough on October 1, 1995, 3) on seasonal layoff on October 1, 1995, or 4) on layoff from a Bargaining Unit position and on a recall list for a temporary appointment pursuant to Article 13, Section 13, who has accumulated less than two thousand eighty (2,080) hours of current continuous service between October 1, 1995, and September 30,

1996, shall be paid a one-time cash payment which shall not be rolled into the base wage. For 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 (2,080) hours, times \$900.00.

- C. This completes the parties' obligation to collectively bargain over Article 22 for Fiscal Years 1996-97, 1997-98, and 1998-99.

SECTION 2. GROUP BASIC AND MAJOR MEDICAL INSURANCE PLAN.

- A. The Employer shall maintain the existing group basic and major medical health insurance coverages, except that the following shall be provided only by Preferred Provider Organizations (PPOs):

- (1) Alternative prescription drug benefit program effective July 4, 1993. Effective October 1, 1996, bargaining unit members will be enrolled in the prescription drug PPO (currently administered by Value R).
- (2) Mental health and substance abuse services effective October 1, 1993, or as soon thereafter as administratively feasible. The current MH/SA PPO program design and evaluation/selection procedure is continued during the term of the agreement. In accordance with the previously established provisions governing the selection procedure to be followed by the Joint Evaluation Committee, either one or both vendors may be continued.
- (3) Foot and ankle care services effective August 1, 1993. Effective October 1, 1996, the current foot and ankle care services PPO is terminated during the term of the agreement. Consistent with applicable State purchasing regulations, appropriate alternatives to the program will be determined through the Joint Committee.
- (4) Outpatient laboratory services effective August 1, 1993. Effective October 1, 1996, the current outpatient laboratory services PPO is terminated during the term of the agreement.

Details on these programs and services are given in Appendix O.

The parties may agree to additional PPOs during the course of this agreement.

The Employer shall pay 95% of the cost of the plan.

- B. The "Wear Tear" exclusion of durable medical equipment, orthotics, and prosthetics shall be removed.
- C. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. There shall be no copay for prescriptions filled through the mail order option.
- D. The family deductible under Major Medical shall be \$100 per calendar year. The individual deductible under Major Medical shall be \$50 per calendar year. Effective January 1, 1997, the Major Medical annual deductibles are increased to \$100 per individual, \$200 per family. Effective January 1, 1999, the Major Medical annual deductibles are increased to \$150 per individual, \$300 per family.
- E. The reimbursement under Major Medical shall be 90%.
- F. Where available, an employee shall be eligible to participate in a State-subsidized Health Maintenance Organization (HMO). The Employer contribution to the HMO premium shall not exceed the contribution to the health insurance plan premium. Federal statute regulates employee participation in HMO and Employer contributions toward the cost thereof. In the event that the statute or its implementing regulations are changed the parties agree to meet and negotiate implementing any revised statute, regulations, and the impact caused thereby.
- G. The current State Health Care Plan includes a program to reduce utilization and identify elective and unnecessary treatment, in order to contain health care costs without reducing the level of benefits for employees or the quality of health care. This program is hereinafter referred to as "The Plan." The Plan, as provided below and, to the extent consistent with these provisions, is described in the State Health Care Plan Benefit Booklet distributed to employees.

The parties agree to continue The Plan Joint Labor-Management Health Care Committee during Fiscal Years 1995-96 through 1998-99. This Committee will have the responsibility of reviewing and monitoring the progress of the actual implementation of The Plan, including such matters as the addition of other procedures to the list of those procedures for which a mandatory second opinion is required. In addition, the Committee shall study additional activities that have the potential of limiting health plan costs without shifting costs to workers or otherwise reducing levels of benefits or quality of care.

The Committee shall also review ways to hold carriers, plan administrators, and providers more accountable to the parties for the

money spent on employees' health care benefits. Cost saving measures to be investigated by the Committee shall include, but not be limited to:

Improved Administrative Performance:

- a. Auditing claims and selected hospitalization cases to identify "questionable" services and overcharges;
- b. Coordination of benefits;
- c. Control of weekend admissions;
- d. Revised benefit booklets;
- e. Employee Audit Review Program;
- f. Cost effectiveness of the second surgical opinion provisions, particularly outpatient surgeries;
- g. The issue of dental and vision benefits for seasonal employees.

Improved Benefit and Utilization Services:

- a. Preventive care service program, such as worksite hypertension screening and treatment programs;
- b. Wellness programs, including intervention programs;
- c. Education of members to value of alternative care options, increased health awareness program;
- d. Mail Order Drug Plan.

Each exclusively recognized employee organization shall be entitled to designate one representative to participate in The Plan Joint Labor/Management Health Care Committee.

The Management representatives to the Committee shall be selected by the Employer.

The Plan will consist of six principal components: (1) Precertification of Hospital Inpatient Admission and Length of Stay; (2) Second Surgical Opinion Program; (3) Home Health Care; (4) Alternative Delivery Systems, including hospices and birthing centers; (5) Generic Drugs; and (6) Preferred Provider Organization.

In recognition that The Plan continues to require proper orientation for employees and physicians, during Fiscal Years 1995-96 through 1998-99, there will be no limitation on benefits where the attending physician has failed to obtain precertification, or in those circumstances where, through no fault of the employee, no second opinion was rendered or where the employee fails to obtain a second opinion.

(1) Precertification of Hospital Inpatient Admission and Length of Stay.

The precertification for admission and length-of-stay component of The Plan requires that the attending physician submit to The Plan Third Party Administrator diagnosis, plan of treatment, and expected duration of admission. If the admission is not an emergency, the submission must be made by the attending physician and the review and approval granted by the Third Party Administrator prior to admitting the covered individual into the acute care facility (hospital).

If the admission occurs as an emergency, the attending physician is required to notify the Administrator by telephone with the same information on the next regular working day after the admission occurs. If the admission is for a maternity delivery, advance approval for admission will not be required; however, the admitting physician must notify the Third Party Administrator before the expected admission date to obtain the length-of-stay approval.

If the attending physician determines that an extension on the length of stay is necessary beyond that period approved by the Third Party Administrator, the physician is required to apply for such extension at least 24 hours before the certified length of stay ends, except in cases of emergency. During Fiscal Years 1995-96 through 1998-99, there will be no reduction in benefit coverage where the physician has failed to obtain the approval for an extension on the precertification for length of stay.

(2) Second Surgical Opinion.

The Focused Second Surgical Opinion shall be part of the precertification for hospital admission. A mandatory second surgical opinion shall be required for the following types of elective surgery. For purposes of this Article, elective surgery shall be defined as a procedure which may safely be postponed without compromising the employee's health. This list of surgeries may be reviewed by the Employer and the Union in The Plan Joint Labor-Management Health Care Committee and, upon mutual agreement, modified.

- excision of cataracts
- cholecystectomy

- heart surgery
- bladder surgery
- herniorrhaphy
- hysterectomy
- rhinoplasty/submucous resection
- tonsillectomy/adenoidectomy
- tubal and ovarian surgery
- prostatectomy
- knee surgery
- varicose vein stripping & ligation
- dilation and curettage
- carpal tunnel
- partial/complete mastectomy
- laminectomy

In the event that any of these types of surgery is recommended to the employee or enrolled family member, a second surgical opinion must be sought. The attending physician shall initiate the second opinion referral at the time the physician contacts the Third Party Administrator for precertification for admission. Based upon the medical data provided and the procedure to be done, the physician will be advised if a second opinion is required. If necessary, the employee or dependent will then be contacted to advise him/her of the second opinion requirement and to select a consultant from the panel. The appointment with the chosen consultant will be scheduled for the employee/dependent. The second opinion requirement will be waived when an appointment with an appropriate consultant cannot be scheduled within three weeks or as otherwise provided in this Section. The physician providing the second opinion shall furnish to the employee and the Third Party Administrator a copy of the diagnosis, prognosis, and recommended treatment.

In the event that no Board Certified Specialist is available within 100 miles of the employee's work location, the requirement of a mandatory second opinion will be waived by the Third Party Administrator. If an employee has to drive 12 miles or less one way from his/her residence or work location (whichever is the greater distance) to get the second opinion, there shall be no reimbursement. If the employee has to drive 13-100 miles one way from his/her residence or work location (whichever is the greater distance) to get the second opinion, the employee shall be reimbursed for mileage for any of those miles over 12 one way.

The Plan shall provide full reimbursement for the second surgical opinion and necessary tests. Regardless of the outcome of the second opinion, surgical and other expenses for the hospital confinement shall be reimbursed in full up to the current benefit maximum as long as a second opinion was rendered.

Employees may use sick leave, annual leave, or compensatory time (if applicable) for mandatory second opinions.

Employees may seek a voluntary third opinion. In addition, employees may seek a voluntary second opinion for elective surgical procedures not included on the above list. Upon request, the Third Party Administrator will provide a list of three or four Board Certified Specialists in the covered employee's geographical area. Since such opinions are completely voluntary, they shall be covered under the provisions of the existing health plan.

An appeal procedure will be established in those cases where there is a difference of opinion between the attending physician and the Third Party Administrator. If an employee feels that his/her doctor has not adequately presented the case, the employee may present his/her arguments.

(3) Home Health Care.

A program of Home Health Care and home care services to reduce the length of hospital stay and admissions shall also be a component of The Plan. This component shall require that the attending physician contact the Third Party Administrator to authorize Home Health Care service in lieu of a hospital admission or a continuation of a hospital confinement. Reimbursement of full costs for this option shall be provided for under the Group Basic insurance coverage.

The attending physician must certify that the proper treatment of the disease or injury would require continued confinement as a resident inpatient in a hospital in the absence of the services and supplies provided as part of the Home Health Care Plan. If appropriate, certification will be granted for an estimated number of visits within a specified period of time. The details of the types of services and charges that shall be covered under this component will be provided in the State Health Care Plan Benefit Booklet. Home Health Care shall be available to employees at their option in lieu of hospital confinement.

(4) Alternative Delivery Systems.

The Plan shall also provide coverage for hospice care and birthing center care to employees and enrolled family members. The details of services and charges to be covered for either of these options shall be described in the State Health Care Plan Benefit Booklet. Both hospice care and birthing center care shall be available to employees at their option in lieu of hospital confinement. Reimbursement of full costs for this option shall be provided for under the Group Basic insurance coverage.

(5) 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. This provision shall be administered by a Preferred Provider Organization as provided in Subsection 2.A above. Effective October 1, 1996, the copayment level on covered prescriptions shall be increased to \$7.00 per brand name prescription and \$2.00 per generic prescription. The brand name copayment level will apply to DAW prescriptions. The brand name copayment will apply when there is no generic substitute.

The brand name copayments will not apply for drugs with patents scheduled to expire during the period of the agreement, but for which Congress has specifically extended the patent protection. When the patent has expired, the brand name copayment will apply.

(6) Preferred Provider Organization.

In the event the Employer intends to propose a Preferred Provider Organization health care option, the Employer will provide sufficient prior notice of same to the Union.

H. The benefits provided by the Health Insurance Plan include the following:

- (1) Coverage is provided for substance abuse treatment in licensed facilities for treatment plans not to exceed 28 days duration. Treatment plans exceeding 28 days will be limited to a maximum of 28 days coverage.
- (2) Employees qualify for additional inpatient substance abuse treatment after 60 days from discharge for previous inpatient

substance abuse treatment. However, expenses incurred from no more than two admissions per calendar year will be covered.

- (3) Inpatient treatment and charges for room, board, and miscellaneous fees are covered under the Group Basic provisions of the Health Plan as provided below:
 - a. Residential Care Facility: 100% of reasonable and customary charges for the standard length treatment program offered by that facility.
 - b. Acute Care Hospital Using Acute Care Beds: 67% of semiprivate room and board charges and 100% of covered miscellaneous fees for the standard length treatment program offered by that facility. Covered charges for detoxification will be paid at 100% for semiprivate room and board and miscellaneous fees.
 - c. In the event that the patient's physician requires, as part of the treatment plan, that the patient enter an acute care hospital rather than a residential care facility, requests for payment of more than 67% shall be evaluated on a case by case basis.
- (4) Covered charges for the outpatient care (by an approved provider) of diagnosis, evaluation, and treatment of mental and nervous conditions, including drug and alcohol addiction, will be reimbursed under the Major Medical provisions of the Health Plan. The applicable deductibles and co-insurance will be applied to these charges with a reimbursement rate of 90% and a calendar year maximum benefit of \$3,500.

Mental health and substance abuse services shall be provided by a Preferred Provider Organization effective October 1, 1993, or as soon thereafter as administratively feasible, as provided in Subsection 2.A above and Appendix O-1.

I. Additional Health Insurance Plan benefits are as follows:

- (1) Pediatric Well Child Care including:
 - a. Well baby care (office visits) from birth to twenty-four (24) months of age;
 - b. Annual physical check-ups (office visits) from twenty-four (24) months of age through age 19; and
 - c. Immunization and laboratory tests from birth through age 19.

- (2) Routine mammograms for employees and dependents age 35 and up according to guidelines recommended by the American Cancer Society.
 - (3) Routine annual Pap tests.
 - (4) Expenses of weight loss clinic attendance up to a lifetime limit of \$300, if conditions are met as specified in either paragraph a or b below:
 - a. Employee or covered dependent is obese as defined by being more than 100 pounds overweight or more than 50% over ideal weight, and weight loss clinic attendance is prescribed by a licensed physician; or
 - b. Employee or covered dependent is more than 50 pounds overweight or more than 25% over ideal weight, has a diagnosed disease for which excess weight is a complicating factor, and weight loss clinic attendance is prescribed by a licensed physician.
 - (5) Medically necessary orthopedic inserts for shoes, prescribed by a licensed physician.
 - (6) Storage cost for blood that is self-donated by an employee or covered dependent in preparation for scheduled surgery.
 - (7) Prostate specific antigen tests to be administered in accordance with American Cancer Society guidelines and accompanied by an examination by a physician.
- J. A Health Risk Appraisal Program is available, in cooperation with the Department of Civil Service, to Bargaining Unit members who wish to participate. Such program shall consist of a health assessment questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the Employer, the Union, or third parties.
- K. Health Plan coverage for enrolled dependents will cease the 30th day after an employee's death, unless the covered employee is eligible for an immediate pension benefit from the State Employee's Retirement System or unless the dependents elect continued plan coverage in

accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- L. The Hearing Care Program shall be continued. Such program will include audiometric exams, hearing aid evaluation tests, hearing aids, and fittings. When medically necessary, binaural hearing aids are a covered benefit.
- M. A Flexible ("Cafeteria") Benefits Plan shall be effective October 10, 1993 (see Appendices P-1 and P-2).
- N. Effective January 1, 1997, the annual out-of-pocket (stop-loss) limit is increased from \$500 to \$750. Effective January 1, 1999, the annual stop-loss limit is increased from \$750 to \$1,000.
- O. Effective January 1, 1997, covered charges by a provider who is not a participating ("par") provider with BCBSM will be reimbursed at the par provider usual, customary, and reasonable (UCR) rate if 75% or more of the providers of that specialty area of practice in the county in which the member resides are par providers. For purposes of this subsection, a provider's status as par or non-par will be established at the beginning of the plan (calendar) year and will be considered unchanged throughout the year. The member will be responsible for the remaining balance of the billed charges, and this amount will not count toward the member's deductible or stop-loss limit. The Joint Committee provided for in Section 9 below shall determine what specialty areas of practice will be clustered together for purposes of determining the population of providers upon which the 75% calculation will be made.

Covered charges by a non-par provider for a member residing in a county where less than 75% of the providers of that type are par providers will be reimbursed at the level of billed charges, less any applicable deductible and copayment. This does not preclude BCBSM from contracting directly with such provider for a lower fee on specific services.

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

The State will arrange for BCBSM to provide information on a quarterly basis on reimbursements under this system to the Joint Committee. In addition to the activities described in Section 9 below, the Joint Committee will expedite resolution of any problems reported by BCBSM, but nothing will preclude the Joint Committee from acting on a

problem or complaint of an individual prior to receipt of the BCBSM report.

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

SECTION 3. GROUP DENTAL EXPENSE PLAN.

- A. The Employer shall pay 95% of the applicable premium for employees enrolled in the Group Dental Expense Plan, unless the employee selects different coverage under the flexible benefits plan effective October 10, 1993 (see Appendices P-1 and P-2) or a Dental Maintenance Organization (see Appendix O-2).
- B. Benefits payable under the Group Dental Expense Plan will be as follows:
- (1) 90% of actual fee or usual, customary reasonable fee, whichever is lower, for restorative, endodontic, and periodontic services (X-rays, fillings, root canals, inlays, crowns, etc.).
 - (2) There shall be a yearly maximum benefit of \$1,000 per person exclusive of orthodontics for which there shall be a separate \$1,500 lifetime maximum benefit.
- C. Covered Dental Expenses. The Group Dental Expense Plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the Group Dental Expense Plan up to a maximum of \$1,000 for each covered person in each 12-month period beginning October 1, 1981, exclusive of orthodontics for which there is a separate \$1,500 lifetime maximum benefit.
- (1) The following services will be paid at the 100% benefit level:
 - a. Diagnostic Services:
Oral examinations and consultations once in a 180-day period.

b. Preventive Services:

Prophylaxis - teeth cleaning three times in a Fiscal Year; Topical application of fluoride for children up to age 19, once in a 180-day period; Space maintainers for children up to age 14.

(2) The following services will be paid at the 90% benefit level:

a. Radiographs:

Bite-wing X-rays once in a fiscal year unless special need is shown; Full mouth X-rays once in a five-year period unless special need is shown.

b. Restorative Services:

Amalgam, silicate, acrylic, porcelains, plastic, and composite restorations; Gold inlay and outlay restorations.

c. Oral Surgery:

Extractions, including those provided in conjunction with orthodontic services; Cutting procedures; Treatment of fractures and dislocations of the jaw.

d. Endodontic Services:

Root canal therapy; Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth; Periapical services to treat the root of the tooth.

e. Periodontic Services:

Periodontal surgery to remove diseased gum tissue surrounding the tooth; Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth, and periodontal scaling to remove tartar from the root of the tooth; Treatment of gingivitis and periodontitis diseases of the gums and gum tissue.

(3) The following service will be paid at the 50% benefit level:

a. Prosthetic Services:

Repair or rebasing of an existing full or partial denture; Initial installation of fixed bridgework; Initial installation of partial or full removable dentures (including adjustments for six months

following installation); Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when five years or more have elapsed since the date of the initial installation).

b. Dental Sealants:

The Group Dental Expense Plan shall provide for sealants on permanent molars that are free of any restorations or decay. Sealant treatment shall be payable on a per tooth basis with the plan paying 50% of the reasonable and customary amount of the sealant and the employee paying the remainder. Dependents up to age 14 shall be eligible for the sealant application in accordance with this Subsection. The benefit shall be payable for only one application per tooth within a three-year period. Under the Dental At-Point-Of-Service PPO, the plan will pay 70% of the reasonable customary amount.

(4) The following service will be paid at the 60% benefit level:

a. Orthodontic Services:

Minor treatment for tooth guidance; Minor treatment to control harmful habits; Interceptive orthodontic treatment; Comprehensive orthodontic treatment; Treatment of atypical or extended skeletal case; Post treatment stabilization; Separate lifetime maximum \$1,500 per employee and enrolled dependent; Orthodontic services for dependents up to age 25 shall be paid if the dependent is a full-time student; for enrolled employees, no maximum age; for spouse, no maximum age.

(5) Dental At-Point-of-Service PPO:

Employees and dependents enrolled in the Group Dental Expense Plan may have access to the improved benefit levels specified below by utilizing dental care providers that are members of the Point-of-Service PPO.

<u>Benefit</u>	<u>Group Dental Expense Plan Coverage</u>	<u>PPO Coverage</u>
Exams	100%	100%
Preventive	100%	100%

<u>Benefit</u>	<u>Group Dental Expense Plan Coverage</u>	<u>PPO Coverage</u>
Radiographs	90%	100%
Fillings	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Simple Extractions	90%	100%
Complex Extractions	90%	100%
Dental Sealants	50%	70%
Prosthetic Repairs	50%	100%
Other Oral Surgery	90%	90%
Adjunctive	90%	90%
Crowns	90%	90%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,000	\$1,000
Lifetime Orthodontics	\$1,500	\$1,500

- (6) A Dental Maintenance Organization enrollment option will be offered to employees as a voluntary option to the Group Dental Expense Plan (see Appendix O-2). This option is available to employees in Southeastern Lower Michigan on April 11, 1993, and to employees in the mid-Michigan area in the first full pay period of October 1993 or as soon thereafter as is administratively feasible.

SECTION 4. LIFE INSURANCE.

The Employer shall provide a State-sponsored Group Life Insurance Plan which has a death benefit equal to 2.0 times annual salary rounded up to the

nearest \$1,000, unless the employee chooses a different level of coverage under the Flexible Benefits Plan effective October 10, 1993 (see Appendices P-1 and P-2). The Employer shall pay 100% of the premium for this benefit. The current age ceiling of 23 years for dependent coverage available under the optional Group Life Insurance Plan shall be eliminated for handicapped dependents. Such additional coverage shall be provided at the current premium cost to the employee. A dependent is considered handicapped if she/he 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.

Employees shall be allowed to participate in the following options in addition to any other plan.

	<u>Plan K</u>
Spouse	\$25,000
Dependent Child	
Age 15 days but less than 23 years*	\$10,000
*Unless handicapped or otherwise incapacitated.	

Alternatively, employees shall be allowed to elect Plan K coverage of \$10,000 for dependent child(ren) only.

Enrollment cards will be provided by the Employer prior to the open enrollment period.

Accidental Duty Death. The Accidental Duty Death Benefit for employees covered by this Agreement is \$100,000. The cost of this benefit shall be borne by the State.

SECTION 5. VISION CARE PLAN.

There will be an annual open enrollment period for the Vision Care Plan for employees in this Bargaining Unit who are eligible according to the terms of the plan.

A. The Employer shall provide a Vision Care Plan. The Employer shall pay 100% of the applicable premium for employees enrolled in the plan.

B. Benefits payable under the plan will be as follows:

(1) Plan Payments for Participating Providers:

a. Examination -- payable once in any 12-month period with an employee copayment of \$5.00.

- b. Lenses and Frames -- payable once in any 12-month period if necessary because of a change in prescription, with an employee copayment of \$7.50 for eyeglass lenses and/or frames and \$7.50 for medically necessary contact lenses. Coverage includes regular, bifocal, or trifocal lenses up to and including 71 millimeters (mm.) in diameter; glass or plastic colorless lenses with a tint not to exceed a rose #2; prism lenses; and special lenses (e.g., aphakic, lenticular, and aspheric). The payment for eye glass frames shall be the provider's (i.e., wholesale) cost or \$25, whichever is less, plus a dispensing fee paid to the provider.
- c. Contact Lenses Not Medically Necessary -- the plan will pay a maximum of \$90 and the employee shall pay any additional charge of the provider for such lenses.

"Medically necessary" means that (a) the employee's visual acuity cannot otherwise be corrected to 20/70 in the better eye or (b) the employee has one of the following visual conditions: Keratoconus irregular astigmatism or irregular corneal curvature.

(2) Limitations on Plan Payments for Nonparticipating Providers

(These limits do not apply to plan payments for participating providers):

- a. For Vision Testing Examinations: Payable once in a 12-month period from date of last incident. The plan shall pay 75% of the reasonable and customary charge after it has been reduced by the employee's copayment of \$5.00.
- b. For Eyeglass Lenses: The plan shall pay the provider's charge or the amount set forth below, whichever is less.

1. Regular Lenses:

Single Vision	\$13 per pair
Bifocal	\$20 per pair
Trifocal	\$24 per pair

2. Contact Lenses:

Medically necessary as defined in Subsection B.1 above	\$96 per pair
Not medically necessary	\$40 per pair

3. Special Lenses:

For covered special lenses (e.g., Aphakic, Lenticular and Aspheric) the plan shall pay 50% of the provider's charge for the lenses or 75% of the Average Covered Vision Expense Benefits paid to participating providers for comparable lenses, whichever is less.

4. Additional Charges for Plastic Lenses:

\$3.00 per pair, plus benefit provided above for covered lenses.

5. Additional Charges for Tints equal to Rose Tints:

#1 and #2 Tints \$3.00 per pair

6. Additional Charges for Prism Lenses:

\$2.00 per pair

When only one lens is required, the plan shall pay one-half of the applicable amount per pair shown above.

- c. For Eyeglass Frames: The plan shall pay the provider's charges or \$14.75, whichever is less. Specifications shall require that participating provider agreements shall include a direct billing process between providers and the carrier, and further that carriers must bid on the basis of an updated survey of reasonable and necessary costs.

- (3) VDT/CRT operators who, while operating a VDT/CRT, require prescription corrective lenses that are different from those normally used, shall be eligible for reimbursement for lenses and frames on an annual basis at the rates provided herein. Such reimbursement shall be made by the Departmental Employer and shall include the copy requirements for the lenses and frames under this paragraph. These lenses and frames are in addition to those provided under the vision care insurance.

SECTION 6. LONG TERM DISABILITY BENEFITS.

Long Term Disability (LTD) shall continue to be provided under current practices. There shall not be a waiting/qualifying period for a recurrence of the same disability within a 90 calendar day period.

- A. The Employer shall provide a rider to the existing LTD insurance program. All employees who are enrolled in the LTD insurance program shall be automatically covered by this rider. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of Health Insurance (or HMO) premiums while such employee is on LTD insurance for a maximum of six months for each covered employee. The Employer shall pay 100% of the cost of the premium for such rider.
- B. Part-time and permanent-intermittent employees who work 40% or more of full time will be eligible for LTD benefits. Premiums for eligible less than full time employees shall be determined in accordance with the current LTD premium schedule for full time employees. The benefit level for employees who actually utilize the LTD benefit shall be based on the employee's average biweekly hours worked the preceding fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the employee's current hourly rate (the hourly rate in effect at the time the employee actually goes on disability leave). Eligibility for coverage shall be the first October 1 following completion of 12 months of employment or at subsequent open enrollment periods which may be established from time to time.

SECTION 7. ENROLLMENT IN HEALTH, DENTAL, VISION, LIFE, AND LTD.

Employees who are not working during the open enrollment period for health, dental, vision, life, and LTD shall be offered open enrollment by the Employer in the above insurances on their first return to work date after the open enrollment period, if they are eligible according to the terms of such insurances.

If an employee moves to a new permanent residence outside of the service area of the authorized HMO in which the employee is enrolled, the employee may transfer his/her health care coverage to the State Health Care Plan or to another authorized HMO serving the new residential area.

SECTION 8. CONTINUATION OF GROUP INSURANCES.

A. Upon Layoff:

- (1) Subject to limitations below, employees laid off from active State employment may elect to prepay the employee's share of premiums for health, dental, vision, and life insurances for the two additional pay periods after layoff by having such premiums deducted from their last paycheck. The Employer shall pay the Employer's share of the premium for health, dental, vision, and life insurances for two pay periods for all employees who elect this option. Coverage for health, dental, vision, and life insurances shall continue for these two pay periods.

- (2) Election of this option shall be available only once for permanent-intermittent employees in a Fiscal Year (October 1 through September 30). Permanent employees who do not utilize the entire two pay periods because of recall shall retain the full two pay periods of this option for full use once in a Fiscal Year (October 1 through September 30). Employees who are recalled to temporary appointments who did not utilize this option when laid off from the permanent position during the same Fiscal Year may do so at the expiration of the temporary appointment. Employees who are recalled to temporary appointments in a Fiscal Year during which they were not laid off from a permanent position may utilize this option once during the Fiscal Year, at the expiration of the temporary appointment. Election of this option under paragraph (1) above shall not affect the eligibility of laid-off employees to continue coverage as outlined in paragraph (3) below.
- (3) Employees who are laid off may, at the time of the layoff, elect to continue enrollment in the Group Basic and Major Medical Plan (or HMO) and Life Insurance Plan by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of three years, whichever occurs first. Such employee may also elect to continue enrollment in the Group Dental and/or Group Vision Plans by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of 18 months, whichever occurs first. In accordance with paragraphs (1) and (2) of this Subsection, the Employer shall pay the Employer's share of such premiums for two pay periods for employees selecting these options.

B. Upon Leave of Absence:

Employees who are granted a leave of absence may elect to continue enrollment in the Group Basic and Major Medical Plan (or HMO) at the time the leave begins. Such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. Employees who are enrolled in the LTD insurance program are covered by a rider that pays the full amount of health insurance or HMO premiums while the employee is on LTD insurance for a maximum of six months (see Section 6). Employees who are granted a leave of absence may also elect, at the time the leave begins, to continue enrollment in the Life Insurance Plan for up to 12 months by paying the full amount (100%) of the premium. Such employees may likewise elect to continue enrollment in the Group Dental Plan and/or Group Vision Plan for up to 18 months by paying the full amount (100%) of the premium.

- C. The State recognizes its obligations under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), in case of a qualifying event as defined by that statute.

SECTION 9. GROUP BENEFITS COMMITTEE/JOINT HEALTH CARE COMMITTEE.

The parties agree that upon reasonable notice by either, that they will meet and discuss methods to deal with group health care cost containment.

Effective in January 1996, a Joint SEIU/OSE Health Care Committee is established and will begin meeting on a regular quarterly basis. The purpose of this Joint Committee is to:

- A. Identify and explore additional managed care initiatives and strategies to reduce or control health care costs and preserve or enhance quality and access to health care services, such as PPOs for radiology services and implementing "Centers of Excellence."
- B. Entertain, evaluate, and upon agreement, recommend adoption of a proposal for an additional State Health Plan program design option for the Flexible Benefits Program. Such Joint Committee consideration may include benefit design, as well as sharing of premium costs and savings between the Bargaining Units' employees and the State.
- C. Review and determine matters as provided above.

SECTION 10. HOLIDAYS.

On the following holidays, permanent full-time employees shall be allowed eight hours paid absence from work except as provided herein.

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

Christmas Eve and New Year's Eve shall be holidays regardless of the day of the week upon which Christmas and New Year's may fall. A holiday that falls on Saturday shall be observed on the preceding Friday. A holiday that falls on Sunday shall be observed on the following Monday. When Christmas Eve or New Year's Eve falls on Friday, the holiday shall be observed on the preceding Thursday. When Christmas Eve or New Year's Eve falls on Sunday, the holiday shall be observed on the preceding Friday. Equivalent provision for time off for holidays falling outside the scheduled work week shall be made for employees working other than a Monday through Friday schedule.

SECTION 11. PERSONAL LEAVE DAY.

Permanent full-time nonprobationary employees shall receive two personal leave days (16 hours) to be used in accordance with normal requirements for annual leave usage. Such leave shall be granted to less than full-time, nonprobationary 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 Unit (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 personal leave counter on each October 1 in accordance with Appendix D-1.

Any balance remaining in an employee's personal leave counter on September 30 of the fiscal year in which the leave was granted shall be transferred to the employee's annual leave balance if such transfer will not exceed the employee's annual leave cap. Any balance that cannot be transferred to annual leave shall be cancelled in order to allow personal leave for the succeeding fiscal year to be credited on October 1.

It shall be the employee's responsibility to monitor balances in his/her annual and personal leave counters in order to permit crediting of the personal leave grant on October 1. The Employer shall provide a reminder to employees annually during July or August on the wage statement that accompanies the pay check.

Upon indefinite layoff, if the employee elects to freeze annual leave, the balance in the employee's personal leave counter shall also be frozen. If the employee does not elect to freeze annual leave, the balance in the personal leave counter shall be paid off.

Employees who separate employment from State service, including retirement, shall be paid for any balance in the personal leave counter according to the provisions for payoff of annual leave.

For contractual purposes, personal leave shall be treated the same as annual leave.

SECTION 12. ANNUAL LEAVE.

<u>Service Credit</u>	<u>Accrual Rate/ 80 Hrs. Service</u>	<u>Maximum Accrual Cap</u>
1 Yr. (0-2,079 Hrs.)	4.0	240
1-5 Yrs. (2,080-10,399 Hrs.)	4.7	240
5-10 Yrs. (10,400-20,799 Hrs.)	5.3	255
10-15 Yrs. (20,800-31,199 Hrs.)	5.9	270
15-20 Yrs. (31,200-41,599 Hrs.)	6.5	285
20-25 Yrs. (41,600-51,999 Hrs.)	7.1	290
25-30 Yrs. (52,000-62,399 Hrs.)	7.7	300
30-35 Yrs. (62,400-72,799 Hrs.)	8.4	300
35-40 Yrs. (72,800-83,199 Hrs.)	9.0	300
40-45 Yrs. (83,200-93,599 Hrs.)	9.6	300

etc.

- A. No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating the level of retirement benefits. Should the Retirement Act be amended or interpreted so as to allow more than 240 hours annual leave to be included in final average compensation, upon request by the Union, the parties agree to negotiate the inclusion of the excess hours in accordance with such amendment or interpretation.

B. Annual Leave Options - Layoff and Recall.

A laid-off employee 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 (after six continuous years of layoff), whichever occurs first. Payoff shall be at the employee's last rate of pay.

Upon recall, regular annual leave provisions shall apply. A permanent employee who does not elect to freeze annual leave and is recalled from actual layoff to the same Appointing Authority may, within

two pay periods, buy back up to 15 days (120 hours) of annual leave at the rate at which it was paid off; however, an employee may not buy back more annual leave hours than were paid off upon layoff. Payment for buy back must be in a lump sum and must be made before such annual leave can be used.

SECTION 13. SICK LEAVE.

A. Sick Leave Allowance.

Every permanent employee covered by this Agreement shall be credited with four hours of sick leave with pay for each completed 80 hours in a biweekly work period. Paid service in excess of 80 hours shall not be counted.

Sick leave shall be credited at the end of the biweekly work period in which 80 hours of service is completed. Sick leave shall be considered as available for use only in the pay period subsequent to the biweekly work period in which it is earned. When paid service does not total 80 hours in a biweekly work period, the employee shall not earn leave credit for that period. Those hours will be carried forward to complete subsequent pay periods where paid service does not total 80 hours.

B. Sick Leave Payment at Separation.

An employee who separates employment through retirement or death shall be paid for one-half of unused accumulated sick leave at his/her last rate of pay. In case of death, such payment shall be made to the employee's beneficiary or estate.

An employee who separates employment for reasons other than retirement or death shall be paid at his/her last rate of pay for a percentage of his/her unused accumulated sick leave according to the following chart:

<u>Sick Leave Accumulation in Hours</u>	<u>Percentage Paid</u>
Less than 104	0
104 - 208	10
209 - 416	20
417 - 624	30
625 - 832	40
833 or more	50

Employees hired on and after October 1, 1980, shall not be entitled to payment for unused accumulated sick leave upon separation or retirement. No payment to the beneficiary or estate for unused sick leave will be made in case of the death of an employee hired on or after October 1, 1980.

SECTION 14. SHIFT DIFFERENTIAL.

All permanent and full-time permanent-intermittent employees who qualify for the present five percent shift differential shall receive an additional \$1.00 per workday for such time worked. This additional premium shall be administered in accordance with current practice.

SECTION 15. CHILD CARE.

Within 90 days of the effective date of this Agreement, the Employer and the Union agree to the establishment of a joint committee to explore the feasibility of developing an information and referral service to assist employees in locating quality child care appropriate to their particular needs. If the committee recommends the establishment of an information and referral service, the costs for such a program shall be jointly shared by the Employer and the Union.

In addition, the committee shall review the following issues:

- A. The use of existing resources for the development of the service (e.g., existing community-based referral programs and their ability to meet employees' needs);
- B. Types of services that should be offered by such a program; and
- C. How such a service should be communicated to employees.

SECTION 16. CLEANING EXPENSES.

The Administrative Manual of the Michigan Department of Management and Budget (at Chapter 2, subject 236, 6/1/76) shall be the procedure for reimbursement of personal loss under \$100.

SECTION 17. MOVING EXPENSES.

- A. Persons Covered. All full-time employees currently employed by the State of Michigan being relocated at the request of the Appointing Authority and agreeing to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this Section. New employees not presently working for the State of Michigan shall not be entitled to any benefits provided in this 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, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable foodstuffs subject to spoilage, building materials, fuel, or other similar non-household good items.
 - (2) Packing: The 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 \$0.60 per pound for the total weight of the shipment. The State will reimburse the employee for insurance costs not to exceed an additional \$0.65 per pound of the total weight of the shipment.
 - (4) 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 (e.g., pianos, organs, freezers, pool tables, etc.).
 - (5) Charges for stopping in transit to load or unload goods and the cost of additional mileage involved to effect a stop in transit must be paid by the employee. Also, extra labor required to expedite a shipment at the request of the employee must be paid by the employee.
- C. Mobile Homes. The State will pay the reasonable actual cost for moving a mobile home if it is the employee's domicile, plus a maximum \$500 allowance for blocking, unblocking, securing contents or expando units, installing or skirting and utility connections will be paid by the State when accompanied by receipts. "Actual Moving Cost" includes only the

transportation costs, escort service when required by governmental unit, special lighting permits, tolls, or surcharges. "Actual Moving Cost" does not include the moving of oil tanks, out buildings, swing sets, etc., that cannot be dismantled and secured inside the mobile home.

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

The repair or replacement of equipment of the trailer (e.g., tires, axles, bearings, lights, etc.) is the responsibility of the owner.

- D. Storage of Household Goods. The State will pay for storage not in excess of 60 days in connection with an authorized move at either origin or destination, only when housing is not readily available.
- E. Temporary Travel Expense. From effective date of reassignment, up to 60 calendar days of travel expense at the new assigned work station are allowed. Extension beyond 60 days, but not to exceed a total of 180 days, should be allowed due to unusual circumstances in the full discretion of the Employer. Authorized travel shall include one round trip weekly between the new work station and the former residence.
- F. To Secure Housing. A continuing employee and one additional family member will be allowed up to three round trips to a new official work station for the purpose of securing housing. Travel, lodging, and food costs will be reimbursed up to a maximum of nine days in accordance with the Standardized Travel Regulations.

SECTION 18. COMPENSATION FOR ASSAULTED EMPLOYEES.

- A. In the event that an employee suffers physical injury resulting in disability from State employment as a result of a direct physical attack by a person other than a fellow State classified employee, the disabled employee's normal biweekly net salary shall be continued during the period of disability necessitating absence from work which is caused by the attack for a period not to exceed 100 weeks from the date of the attack. Net salary shall be defined in accordance with current practice. As a condition precedent to salary continuation as authorized herein, the disabled employee shall be receiving Workers' Compensation benefits, be on the Department's payroll, provide written notice of claim to the Appointing Authority within 30 days of the attack, submit to such medical examination as the Appointing Authority shall require, and reimburse the Department to the full extent of any Workers' Compensation benefits paid. Fringe benefits normally received by employees eligible under this

Section shall continue in effect during the time the employee receives the supplement provided herein.

B. Disability Payment.

In the event of an injury or illness for which an employee is eligible and receiving a work disability benefit under the Michigan Workers' Disability Compensation Law, such employee shall be provided salary payment which with the work disability payment equals two-thirds of the regular salary or wage for the first 50 weeks of disability. Leave credits may be utilized to the extent of the difference between such payment and the employee's regular salary or wage. The Employer will consider, upon request, extending approval of the supplemental pay beyond 50 weeks consistent with current practice. Approval of any supplement is limited to a combined total of 100 weeks.

SECTION 19. MEAL AND TRAVEL REIMBURSEMENT.

Effective October 1, 1984, employees shall be entitled to travel reimbursement at the rates and in accordance with the Standardized Travel Regulations which are in effect on the date(s) of travel.

SECTION 20. MAINTENANCE OF CONDITIONS.

Economic benefits which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect throughout the life of this Agreement unless altered by mutual consent of the Employer and the Union; and unless it can clearly be demonstrated that the conditions upon which the benefit had previously been granted have substantially changed to the point where continuing the benefit is not for the purpose for which it was granted.

SECTION 21. COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY.

- A. General Emergency. Conditions of general emergency include, but are not necessarily limited to, severe or unusual weather, civil disturbance, loss of utilities, physical plant failures, or similar occurrences. Such conditions may be widespread or limited to specific work locations.
- B. Administrative Determination. When conditions in an affected area or a specific location warrant, State facilities including the MESC may be ordered closed or, if closure is not possible because of the necessity to continue services, a facility may be declared inaccessible. The decision to close a State facility or to declare it inaccessible shall be at the full discretion of the Governor or his/her designated representative.

- C. Compensation in Situation of Closure. When a State facility is closed by the Governor or his/her designated representative, affected employees shall be authorized administrative leave to cover their normally scheduled hours of work during the period of closure.

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

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

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

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

When an employee is absent from a scheduled work period, a portion of which is covered by a declaration of closure or inaccessibility, annual leave or compensatory time credits may be used to cover that portion of his/her absence not covered by administrative leave. If sufficient credits are not available, the employee shall be placed on lost time.

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

SECTION 22. LONGEVITY.

A. Eligibility.

Following completion of an aggregate 12,480 continuous state classified service hours, as recorded in the PPS/PPRISM classified service hours counter, and continuing in increments of 2,080 hours of such service, each employee shall receive a full annual longevity payment as provided in the Civil Service Schedule of Payments applicable to the Human Services Support Bargaining Unit.

An employee who has been separated from State service and returns and who subsequently completes 12,480 continuous classified service hours shall have placed to his/her credit all previous state classified service hours earned since January 1, 1938.

To be eligible for a full annual longevity payment after the initial payment, an employee must have completed continuous classified service equal to 2,080 hours since his/her last longevity payment.

Permanent employees rendering seasonal, intermittent, or other part-time classified service shall be entitled to the initial longevity payment upon completion of the aggregate 12,480 hours and to subsequent longevity payments upon completion of an additional 2,080 hours.

An employee who retires under provisions of the State Retirement Plan prior to the completion of 2,080 continuous service hours, but who is eligible for longevity payment, shall receive payment on a pro-rata basis for the actual biweekly work periods completed since the last longevity payment period. In case of death, the beneficiary or the estate shall receive the pro-rata amount. Employees who are laid off and whose recall rights expire, resulting in separation from State service, shall receive payment on a pro-rata basis for the actual hours completed since the last longevity payment up to the time of layoff.

For the purpose of determining both initial and subsequent eligibility of persons employed in a regularly established position having a duration of 21 or more biweekly work periods but less than 26 biweekly work periods, 21 or as many more biweekly work periods as constitute a full regularly recurring work year shall be credited as 26 biweekly work periods (2,080 continuous service hours). Whenever such employees are entitled to pro-rata payments, such payments shall be calculated as a fraction of the length of the regular work year established for this position.

B. Payment.

No employee shall receive more than the amount scheduled for one annual longevity payment during any 12-month period. No pro-rata payment shall be made for less than one biweekly work period.

Employees who become eligible for a full longevity payment shall receive such payment in the pay period subsequent to completion of the initial 12,480 continuous service hours and 2,080 continuous service hours thereafter.

SECTION 23. BEREAVEMENT LEAVE.

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of a member of the immediate family. Immediate family shall be as defined in Article 16, Section 3 of this Agreement. 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 days leave, if requested.

SECTION 24. JURY DUTY/WITNESS 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.

To receive administrative leave for jury duty, an employee must:

- A. Promptly provide a copy of the jury duty summons to his/her supervisor;
- B. 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;
- C. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested; and

- D. Submit the jury duty paycheck stub as soon as it is received together with a payment equal to the jury duty pay in accordance with Departmental procedures.

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

An employee requested or subpoenaed to appear before a court as a witness for the People is entitled to administrative leave (time off with full pay) provided that the employee certifies in writing the period of time of such appearance and for which such administrative leave is requested. Employees must reimburse the Department for any witness fees received, up to the amount of their salary.

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

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

SECTION 25. TUITION REIMBURSEMENT.

- A. Only to the extent that funds have been appropriated and allocated by the Department/Agency, specifically for tuition reimbursement, the Employer agrees to establish a system of tuition reimbursement for employees. The Employer agrees to notify the Union, upon request, of the amount of money allocated by the Department/Agency 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. 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 the Department/Agency.

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

- B. Subject to legislative appropriation, the parties agree to establish a special Educational Development Fund of \$25,000 in each of two fiscal years, 1990-91 and 1991-92. The amount remaining in the Educational Development Fund at the end of any Fiscal Year shall be carried forward and added to the amount, if any, designated for the fund in the next Fiscal Year. The amount designated for the fund in each of the three Fiscal Years 1993-94, 1994-95, and 1995-96 shall be \$20,000. The amount designated for the fund in each of the three Fiscal Years 1996-97, 1997-98 and 1998-99 shall be \$25,000. This fund will be administered by a joint Labor-Management Committee consisting of an equal number of representatives of the Union and the Employer. Properly designated Union representatives to the committee shall be granted administrative leave for all time approved by the Office of State Employer related to the committee's work.

The Labor-Management Committee will establish goals and objectives as well as the requirements for utilization of this fund. All fund expenditures will be made based on criteria established by the committee and will require agreement of the parties. No program established by the committee will replace obligations of the Employer or the Union under the existing Agreement.

Among the projects which may be addressed by this fund are (not in order of importance) tuition reimbursement for employees seeking a degree or certificate; assisting employees to adjust to the cyclical nature of employment in this bargaining unit; and addressing other specific needs of both active and laid-off employees in this unit. This is not intended to be an exhaustive list of projects but is intended to illustrate the scope of activities that the committee may consider.

The Labor-Management Committee will meet and begin its work within 90 calendar days after Civil Service Commission ratification of this Agreement. In this way, programs can be in place at the beginning of the fiscal year in question.

SECTION 26. A QUALIFIED 401(K) TAX-SHELTERED PLAN.

A qualified 401(K) Tax-Sheltered Plan shall be available to employees in this Bargaining Unit.

SECTION 27. GROUP AUTO AND HOMEOWNERS PLAN.

Employees in this Bargaining Unit shall, upon completion of a successful bidding process, be eligible for enrollment in a Group Auto and Homeowners Plan with the employee to pay the entire cost of any premiums.

SECTION 28. FLEXIBLE COMPENSATION PLAN.

The Employer shall maintain the current Flexible Compensation Plan for employees in this Bargaining Unit.

Employees in this Bargaining Unit will be offered participation in the State of Michigan Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Code.

SECTION 29. SMOKE-ENDING PROGRAMS.

The Employer shall provide, or pay the total cost for, any program that an employee attends which has the objective of ending an individual's dependence upon and/or addiction to the use of tobacco products. Employees shall be reimbursed for the full cost, not to exceed \$50, of such program upon presenting evidence of enrollment and attendance. However, employees shall not be entitled to be reimbursed if such program is covered by the employee's health plan or HMO. Employees shall be entitled to such reimbursement only one time. Cost of any additional programs or costs of re-enrolling in any program shall be paid by the employee.

Effective October 1, 1993, Human Services Support Unit members (but not their spouses or other family members) shall be eligible for reimbursement for their costs of purchasing smoking cessation transdermal patches (less a \$2.00 employee co-payment), if accompanied by counseling services, if such cost reimbursement is not otherwise available to the employee as a covered health care benefit. Eligibility for such reimbursement is limited to one-time-only. This benefit is in addition to the \$50 smoking cessation benefit provided above. Such reimbursement shall be made by the Departmental Employer.

The Union agrees to waive and dismiss all challenges and claims--past, present and future--arising out of any Departmental rule, regulation or policy which, pursuant to Executive Order 1992-3, prohibits smoking of tobacco products in State premises.

SECTION 30. SCHOOL PARTICIPATION LEAVE.

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

Employees may use the leave to participate in any education activity including but not limited to tutoring, field trips, classroom programs, school committees, including preschool programs, and in accordance with any applicable collective bargaining agreements governing the educational program.

The use of the leave is intended for active participation in school programs and not for mere attendance at extra-curricular activities. To request school participation leave, employees shall complete a school participation leave form provided by the Employer.

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

ARTICLE 23

TRAINING

All policies, work rules and standards, and regulations concerning conduct and performance shall be available to employees. The Employer shall make a reasonable effort to provide initial training and periodic retraining to all employees. Such training shall be provided to enable the employees to effectively understand the work expected of them and to perform their job duties.

Copies of pertinent Civil Service and Department/Agency rules, policies and regulations shall be provided or made available to an employee at the beginning of his/her employment and at such time as the rules, policies and/or regulations change or become effective. A record of each employee's training courses completed shall be kept by the employee's Appointing Authority.

ARTICLE 24

TERMINATION

This Agreement shall be effective January 16, 1996, 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 no later than one hundred eighty (180) calendar days prior to the termination date.

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

LOCAL 3I-M, SERVICE EMPLOYEES INTERNATIONAL
UNION (SEIU), AFL-CIO, CLC

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty

RATIFIED AND APPROVED BY:
MICHIGAN CIVIL SERVICE COMMISSION

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APPENDIX A

HUMAN SERVICES SUPPORT

BARGAINING UNIT CLASSIFICATIONS

Blind Placement Worker 8
Blind Placement Worker 9
Blind Placement Worker E10
Blind Placement Worker 11
* College Trainee IV
Community Placement Assistant 8
Community Placement Assistant 9
Community Placement Assistant E10
* Departmental Trainee IV
Disability Determination Assistant 8
Disability Determination Assistant 9
Disability Determination Assistant E10
Employment Service Analyst 9
Employment Service Analyst Departmental Trainee 9
Employment Service Analyst 10
Employment Service Analyst P11
* Employment Service Analyst 12
Employment Service Interviewer 9
Employment Service Interviewer E10
Employment Service Interviewer 11
Handicapped Children Representative 8
Handicapped Children Representative 9
Handicapped Children Representative E10
Home Aide 6
Home Aide 7
Home Aide E8
Interpreter Deaf 6
Interpreter Deaf 7
Interpreter Deaf E8
Interpreter Deaf 9
Liability Examiner 8
Liability Examiner 9
Liability Examiner E10
Migrant Services Aide E8
Migrant Services Worker 8
Migrant Services Worker 9
Migrant Services Worker E10
Unemployment Claims Examiner 9

Unemployment Claims Examiner E10
Unemployment Claims Examiner 11
Unemployment Claims Worker 6
Unemployment Claims Worker 7
* Unemployment Claims Worker E8
Unemployment Claims Worker 9
Unemployment Insurance Analyst 9
Unemployment Insurance Analyst Departmental Trainee 9
Unemployment Insurance Analyst 10
Unemployment Insurance Analyst P11
Unemployment Insurance Analyst 12
Vocational Rehabilitation Aide IVB
Work Therapy Shop Foreman 07

*Some employees in these classes may be included and others excluded depending on specific duties of the position.

The classifications in Appendix A reflect the composition of the Human Services Support Bargaining Unit as of September 21, 1996.

APPENDIX B-1
MEMBERSHIP CARD

AFL-CIO SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 31-M
AUTHORIZATION FOR PAYROLL DEDUCTION

400	LF CR	A	Social Security Number						LF CR	EE	01

I hereby request and authorize you to deduct from my earnings each biweekly payroll period the sum of 70% of one hour's pay. This dues amount may be adjusted as authorized by the provisions of the Constitution and Bylaws of Local 31-M and SEIU. This sum shall be paid to Service Employees International Union, Local 31-M and is payment of my union dues. This deduction may be terminated by me by giving you 30 days written notice in advance or upon termination of my employment.

Signature of Employee _____ Date / /

Name (Please Print) _____
Last First Middle

Address _____
Street City Zip

Department or Agency _____ Work Location _____



89 APPLICATION FOR MEMBERSHIP
AFL-CIO LOCAL 31-M
SERVICE EMPLOYEES INTERNATIONAL UNION

(Please Print) Name _____ Date / /

Last First Middle

Social Security Number

Home Address _____ Phone _____
Area Code

City _____ State _____ Zip Code

Job Classification _____ Dept. or Agency _____

Work Address _____ Work Phone _____
Area Code

City _____ State _____ Zip Code

FOR OFFICE USE ONLY

E	E	E
W	W	W
E	E	E
W	W	W
E	E	E
W	W	W
E	E	E
W	W	W
E	E	E
W	W	W

PLEASE

1. Read both sides of this card.
2. Fill out the *Authorization for Payroll Deduction* card.
3. Fill out the *Application for Membership* card on both sides.
4. Fold card so pre-addressed portion is visible.
5. Close card for mailing with staples or tape.

You will receive a New Member Kit including your Local 31-M Membership Card by mail.

APPENDIX B-2

REPRESENTATION SERVICE FEE CARD

SERVICE FEE REPRESENTATION FORM

AUTHORIZATION FOR DEDUCTION OF REPRESENTATION SERVICE FEE
AFL-CIO SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 31-M

MISU	Social Security Number										EM	01

I hereby authorize and request you to deduct from my earnings each pay period, the representation service fee established under the applicable Collective Bargaining Agreement, the amount of which shall not exceed the dues and initiation fee required of Union members to maintain membership in good standing. Consent is additionally hereby given to adjustment of such sum in accordance with the applicable Collective Bargaining Agreement and the adjustment of Union member obligations pursuant to the constitution and by-laws of LOCAL 31-M and SEIU. This authorization is effective upon signing, or upon the date required in the applicable Collective Bargaining Agreement if earlier. The amount deducted shall be paid to LOCAL 31-M.

NAME												DATE	
ADDRESS												DEPT./AGENCY	
CITY				STATE		ZIP CODE							

EMPLOYEE'S SIGNATURE _____

REPRESENTATION SERVICE FEE CARD

AFL-CIO LOCAL 31-M

SERVICE EMPLOYEES INTERNATIONAL UNION

(Please Print)

Name _____ Date _____

Last

First

Middle

Social Security Number _____

Home

Home

Address _____

Phone _____

Area Code

City _____

State _____

Zip Code _____

Job

Dept. or

Classification _____

Agency _____

Work

Work

Address _____

Phone _____

Area Code

City _____

State _____

Zip Code _____

FOR OFFICE USE ONLY

- 130 -

This is not a membership card.
Filling out this card
DOES NOT entitle you to any rights or
 privileges inherent in Local 31-M
 membership. **HOWEVER, YOU ARE**
ENTITLED TO EXCLUSIVE
REPRESENTATION BY LOCAL 31-M.

APPENDIX C-1

LETTER OF UNDERSTANDING

Article IV, Section I
UNION SECURITY, Agency Shop

During negotiations in 1988, the parties discussed problems related to deduction of union dues and service fees for employees recalled from layoff or returning from a leave of absence of less than one year. There may also be problems related to such deductions for employees scheduled from furlough to permanent-intermittent positions.

The Employer agrees to investigate and correct such problems, wherever possible. To the extent that such problems cannot be corrected through changes in the automatic processing of dues/service fee deductions, the Employer will revise manual processing of Employer documents related to entry on duty in an effort to make the processing of such deductions as reliable as possible.

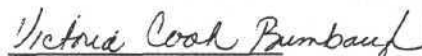
FOR THE EMPLOYER



George G. Matish
Director, Office of
State Employer

10/24/88
Date

FOR THE UNION



Victoria Cook-Bumbaugh
President

10/20/88
Date

 10/20/88
Susan O' Doherty Date

APPENDIX C-2

LETTER OF UNDERSTANDING

Article 4 - UNION SECURITY

During Bargaining of 1995, the parties discussed the problems that the Union has continued to experience with regard to the dues deduction process. In an effort to resolve these problems, the parties have agreed as follows:

1. The Office of the State Employer shall, in consultation with SEIU Local 31-M, investigate the feasibility of redesigning the computer report known as the "Contract Voting Register" to indicate whether each employee listed received a paycheck for the pay period covered by the report. The Employer shall pay for design/redesign of the report. The Employer shall continue providing the report biweekly at no cost to the Union.
2. The Appointing Authority shall provide instructions to designated management representatives at the work locations concerning distribution and collection of membership and representation service fee cards with other entry-on-duty paperwork. The instructions shall direct that signed cards returned to the designated representative be forwarded to the Union, as currently required by Article 4, Section 1.F.

The instructions shall also inform the designated representatives that until the Office of the State Employer notifies the Appointing Authority that the Union has implemented an approved agency fee objection procedure, no employee is required to file a membership or service fee representation card.

The State Employer shall obtain and provide to the Appointing Authority a transaction coding list to assist in ensuring that dues and representation service fees are properly continued in the PPRISM system.

3. SEIU Local 31-M shall provide to employing departments adequate supplies of both membership cards and representation service fee cards on an ongoing basis.
4. SEIU Local 31-M shall be responsible for transmitting signed payroll deduction authorization cards for dues and representation service fees to the designated Appointing Authority representatives after receiving the cards from the designated management representatives at the work locations.

5. The Employer shall deduct dues or representation service fees as provided in Article 4, Union Security. A deduction and remittance schedule is shown in the following example:

Pay period 1: Signed card received and Unions' transmittal document date stamped as received by the Appointing Authority.

Pay period 2: Deductions begin. The first deduction is for pay periods 1 and 2.

Pay period 3: The Employer remits to the Union the dues/fees deducted for pay periods 1 and 2.

This example is for illustrative purposes only and is not intended to change any provisions of Article 4.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 4/12/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 4/10/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 4/12/96
Susan O'Doherty Date

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APPENDIX C-3

LETTER OF UNDERSTANDING

Article 4 - UNION SECURITY

Section 1.C - Indemnification

The parties recognize that Article 4, Section 1.C of the Human Services Support collective bargaining agreement is unconstitutional under current case law. The parties agree to negotiate over indemnification if case law in this Circuit Court deems that it is constitutional.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

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APPENDIX C-4

LETTER OF UNDERSTANDING

Article 4 - UNION SECURITY

Section 2 - Bargaining Unit Information Provided To The Union

During bargaining in 1995, the parties discussed the matter of the computer reports provided to the Union by the Employer. The Union and the Office of the State Employer have agreed to meet to review the current and potential computer reports provided to the Union. The purpose of this review is to determine which reports the Union wishes to retain, discontinue, modify or add, and how the information will be provided to the Union, e.g., on disk, as a hard copy, etc.

The Employer will continue to provide and to pay for those reports for which it currently pays, which the Union decides to retain. The Union will continue to pay the cost of those reports for which it currently pays and which it will retain, and for any new reports and for the costs incurred in conjunction with the redesign of any existing reports.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

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APPENDIX C-5

Article 5 - UNION RIGHTS

Section 9 - Expedited Resolution of Disputes

LETTER OF UNDERSTANDING

Objectionable Materials

Definition of objectionable materials under Article V, Union Rights:

1. Partisan political literature;
2. Materials ridiculing individuals by name or obvious direct reference or;
3. Materials defamatory to the Employer.

FOR THE EMPLOYER

s/ Tom Hall

FOR THE UNION

s/ Jerry Bell

APPENDIX C-6



JAMES J. BLANCHARD, Governor
OFFICE OF THE STATE EMPLOYER
P. O. BOX 30026, LANSING, MICHIGAN 48909
JOHN B. BRUFF, Director

LETTER OF UNDERSTANDING

Article 10, Section 1 - Labor-Management Meetings

During the course of the current negotiations (1984), the Employer and the Union have agreed that issues such as employee job enrichment, the involvement of employees to a greater degree in relevant work place matters and the improvement in the quality of work life for employees of the Human Services Support Bargaining Unit are proper subjects for discussion during Labor-Management Meetings as provided in Article X of the Agreement. The parties understand and agree that discussions in the Labor-Management forum are not intended to act as a substitute for negotiations on conditions of employment.

It is also agreed that if the Union submits the issues of the Letter of Understanding as an agenda item, no other items will be scheduled for discussion. It is intended that discussions at the Labor-Management Meeting result in a mission statement by the parties of the desire to either continue or not continue to pursue the issues in the Labor-Management Meetings, or through any other mutually agreed upon forum.

FOR THE UNION

Vicki Cook Bumbaugh
Vicki Cook-Bumbaugh

FOR THE EMPLOYER

John B. Bruff
John B. Bruff

Antoinette Stafford
Antoinette Stafford

Paulette Granberry
Paulette Granberry

Dated: October 10, 1984

Dated: October 10 1984

APPENDIX C-7

LETTER OF UNDERSTANDING

ARTICLE 10 - LABOR-MANAGEMENT MEETINGS

ARTICLE 13 - LAYOFF AND RECALL

ARTICLE 14 - ASSIGNMENT AND TRANSFER

ARTICLE 19 - PERMANENT-INTERMITTENT EMPLOYEES

During bargaining in 1991, the parties discussed issues and problems in the MESC related to the cyclical nature of the work and its effect on the work load and efficient staffing; potential cost saving measures; various scheduling systems; and the types of positions utilized in the U.C. Worker classification, in particular the U.C. Worker-Permanent, U.C. Worker-Temporary, and U.C. Worker-Permanent Intermittent Appointments and how these types of positions can most efficiently be utilized for providing service to the public while recognizing employment priorities for Human Services Support Bargaining Unit members.

The Human Services Support Bargaining Unit Agreement contains provisions for conducting Labor-Management Meetings in accordance with Article 10. Topics such as, but not limited to, those identified above may be discussed in Labor-Management meetings. Such meetings shall not be considered bargaining. A representative from the Office of the State Employer may attend such meetings.

The discussions conducted in these Labor-Management Meetings may result in joint recommendations to the Office of the State Employer to modify the primary agreement. If such recommendations resolve the parties' concerns regarding the topics noted herein, the Michigan Employment Security Commission and Local 31-M, SEIU, AFL-CIO, CLC shall request the Office of the State Employer to incorporate the recommendations into a Letter of Understanding which, upon approval by the Civil Service Commission, will become a part of the Human Services Support Bargaining Unit Agreement. Such Letter of Understanding shall include a provision to combine the names from both the transfer and recall lists in seniority order to fill vacancies in accordance with Articles 13 and 14.

Furthermore, the parties agree to hold in abeyance the expiration of employees' recall rights resulting in their separation from State employment through March 1, 1992. This deadline may be extended by mutual agreement based on the progress of the committee's work. The committee will review the question of the expiration of recall rights for employees and its effect on their employment and attempt to reach a resolution.

Letter of Understanding
MESC Committee
August 25, 1991
Page 2

FOR THE EMPLOYER:

William C. Whitbeck 8/26/91
Date
William C. Whitbeck
Director, Office of the
State Employer

FOR THE UNION:

Victoria Cook Bumbaugh 8/25/91
Date
Victoria Cook Bumbaugh
President, Local 31-M, SEIU
AFL-CIO, CLC

Susan O'Doherty 8/25/91
Date
Susan O'Doherty, OSE

APPENDIX C-8

LETTER OF UNDERSTANDING

Article 11 - HEALTH AND SAFETY

During bargaining in 1995, the parties discussed concerns within the Department of Social Services regarding Home Aides who work in the Foster Care and Children's Protective Services programs.

The parties agree to discuss in a cooperative fashion in Labor Management Meetings, the following issues discussed in bargaining with the intent to reach resolution. The topics shall include but not be limited to the subjects listed below with regard to health and safety problems. Any agreement reached on the identified issues will be expressed in a Letter of Understanding or a Letter of Intent pursuant to Article 20, Section 12.

1. Threats from clients
2. Assaults on workers
3. Abusive/insulting language from clients
4. Testing for drugs by Home Aides
5. Cellular phones to be used by Home Aides while on duty

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

B-13 (MCINTYRE) 1-95

APPENDIX C-9

LETTER OF UNDERSTANDING

Article 11- HEALTH AND SAFETY

During bargaining in 1995, the parties discussed the Union's concerns related to potential exposure to Hepatitis B of Home Aides, Migrant Services Workers, and Migrant Services Aides while they perform their job duties. The parties have agreed to a meeting with the Office of the State Employer, the Department of Social Services, the Union, and a representative of the Michigan Department of Public Health/MIOSHA to review the standards and criteria utilized in the determination of those employees reasonably expected in the course of their routine work to be exposed to Hepatitis B, and therefore candidates for the Hepatitis B pre-exposure vaccination series.

The parties will also discuss the provision of universal precautions kits, including disposable gloves, for Home Aides, Migrant Services Workers, and Migrant Services Aides within the Department of Social Services.

Any agreement reached on the issues of Hepatitis B vaccinations and/or universal precautions kits will be expressed in a Letter of Understanding or a Letter of Intent pursuant to Article 20, Section 12.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 4/12/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 4/10/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 4/12/96
Susan O'Doherty Date

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APPENDIX C-10

LETTER OF UNDERSTANDING

Article 13 - LAYOFF AND RECALL

Section 5 - Layoff Procedure and Bumping in the MESG

Section 12 - Removal of Name from Recall Lists

Article 14 - ASSIGNMENT AND TRANSFER

Section 3 - Transfer

The undersigned parties agree that prior to allowing an employee to bump or transfer into, or prior to recalling an employee to, or prior to hiring an individual into an Unemployment Insurance Analyst 9/10/P11 (formerly Unemployment Insurance Analyst IV/V/VIB) position in the Quality Improvement Division, she/he will be surveyed to determine whether she/he is willing to accept a position which:

- audits the accuracy of randomly selected U.I. payment activities throughout the State by interviewing claimants, reviewing related media including employer records, and interviewing employers when necessary;
- provides an initial training period;
- requires extensive travel using your own car, which is reimbursable, or a state car;
- requires some overnight stays in other cities, which are reimbursable;
- may require overtime, which will be paid in accordance with the Human Services Support Unit Agreement.

If you are eligible and willing to accept such a position, indicate willingness in your priority order on this form by designating U.I. Analyst 9/10/P11 S.O. Travel.

If the employee responds negatively to the inquiry, she/he will be allowed where applicable to exercise his/her remaining bumping or transfer options, to remain on the recall list from which she/he was called, or to remain on the employment list from which she/he was called.

FOR THE EMPLOYER

/s/ Sharon J. Rothwell 12/3/93
Sharon J. Rothwell, Director Date
Office of the State Employer

/s/ Susan O'Doherty 12/1/93
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 12/1/93
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO,
CLC

elou135.doc

APPENDIX C-11

RIF PACKET

Letter of Understanding
MESC and Local 31-M
August 16, 1985

Article 13, Section 10.B - Layoff Information Packet

The undersigned parties agree that the obligations created by Article XIII, Section 10.B of the 1984-85 Agreement (as ratified by the Commission on January 4, 1985) have been completely and finally fulfilled in accordance with the terms specified herein.

1. MESC #7108. Recall Card.
 - a. The agency agrees to include three #7108 cards with each RIF packet.
 - b. The statement "additional #7108s (Recall Cards) can be obtained from the branch manager" shall be added to the newly printed #7108.
 - c. The following statements shall also be added to the #7108.
 - 1) You have recall rights to any class in the Human Services Support bargaining unit in which you have acquired status.
 - 2) If you have acquired status in any classes outside the Human Services Support bargaining unit, it is absolutely critical that you complete and return the Civil Service application in order to be considered for appointment to those classes.
 - 3) Your recall rights will exist for a period of six (6) years.
 - 4) You are eligible for recall to any MESC office in the state based on your seniority and work location choices as listed on Form #7108, Recall Card regardless of the work location/layoff unit from which you were originally laid off.
 - 5) You may during layoff, revise the recall card at any time. You must notify personnel in writing. The revised recall locations will not be in effect until two weeks after personnel has received your written request.
2. Addendum. Due to the large number of forms MESC 7313 (Temporary Recall Card) and MESC 7318 (Annual Leave/Insurance Form) currently in stock, the enclosed addendum will be utilized. After depletion of this supply the Agency shall print new cards/forms with the agreed upon information incorporated thereon.

Forms MESC 7108 (Recall Card) and MESC 7312 (Pre-Designated Bump Card) shall be printed immediately, as well as the "addendum" for use with the above cards/forms.

3. The Blue Cross and Blue Shield of Michigan Group Conversion Coverage Brochure shall be included in the RIF Packets.
4. The Agency agrees to include a map of the MESC Office locations with the RIF packets.
5. The cover letter for the Civil Service application shall be modified as provided in the attached example.

The parties agree that each has had an opportunity to raise all pertinent issues and that the requirements of Article XIII, Section B have been met in full.

FOR THE MICHIGAN EMPLOYMENT
SECURITY COMMISSION

FOR LOCAL 31-M, S.E.I.U., AFL-CIO



Nathaniel Lake, Jr., Director
Bureau of Personnel Services



Vicki Cook Bumbaugh, President
Local 31-M

10/3/85
Date

10-3-85
Date

FOR THE OFFICE OF THE STATE EMPLOYER


John Bruff, Director

10/7/85
Date


Marie Shamraj

10/4/85
Date

NOTE: Since this RIF packet information is obsolete, it is reprinted here for background information purposes only.

APPENDIX C-12

ADDENDUM to RIF PACKET

Article 13, Section 10.B - Layoff Information Packet

ATTENTION: Please read this addendum completely before completing and returning any of the forms in this RIF PACKET.

During the 1984-1985 contract negotiations, the Union and the Employer agreed to "... work jointly in the development of information that will be compiled and supplied to employees who may be laid off advising them of the procedures for placement on the "referral" lists. In addition, the information will include explanations and appropriate forms for other options provided under the agreement such as annual and/or sick leave payoffs/freeze, and insurance payments" in accordance with Article XIII, Section 10.B.

Because of the large supply of some of the pre-printed forms, it is not possible to revise all forms immediately. The purpose of this addendum is to provide additional clarification as suggested by Local 31-M with regard to the forms addressed in this addendum.

I. MESC #7318 Annual Leave/Insurance Option.

A. ANNUAL LEAVE.

- 1) If you elect not to freeze your Annual Leave, the total balance will be paid off when you receive your last paycheck.
- 2) While on layoff status, if you elect to receive a payoff of your annual leave balance, you must request in writing the payoff of your annual leave from the Branch Manager at your last work location.
- 3) If you elect to freeze your Annual Leave, upon expiration of your recall rights, the total payment for the remaining balance of your Annual Leave will be sent to your last known address.

B. SICK LEAVE.

Your Sick Leave balance shall be frozen at the time of your layoff. In the event you should terminate your State employment while on layoff or at the time of expiration of your recall rights, employees hired prior to October 1, 1980 shall be entitled to a percentage payoff according to the following chart:

<u>SICK LEAVE ACCUMMULATION IN HOURS</u>	<u>PERCENTAGE PAID</u>
Less than 104	0
104-208	10
209-416	20
417-624	30
625-832	40
833 or more	50

- 1) If you elect to terminate your State employment and want your sick leave paid off in accordance with the above you must request in writing the payoff of your Sick Leave from the Branch Manager at your last work location.
 - 2) When your recall rights have expired the State will mail the payment for your Sick Leave balance as described above to your last known address.
- C. **INSURANCE OPTIONS.** The following is to be read in conjunction with the current language on form #7318. Annual Leave/Insurance Options:
- 1) You may elect to prepay your premiums of Health, Life, Dental, and Vision Care coverage only one time during the fiscal year (from October 1st to September 30th). However, if you should be recalled to a temporary position within two pay periods of your layoff, you will be able to exercise the pre-payment option if you are subsequently laid off during the fiscal year.
 - 2) You are also eligible to continue your Health and Life Insurance coverages through the direct payment process for up to 12 months after the date of the layoff. The insurance company will bill you directly for the premiums. Initial payment statement for Blue Cross/Blue Shield will be sent by your Personnel Department. The 12 month period of eligibility shall begin with the most recent date of layoff.
 - 3) Employees enrolled in HMOs should contact their respective HMO for direct billing arrangements.
 - 4) After the expiration of the twelve (12) month direct payment on your State Health Insurance you have the option of continuing your coverage in the following manner:
 - A. After twelve (12) months of direct pay, Blue Cross and Blue Shield of Michigan will mail you their Group Conversion Application form to your last known address on file. It will be your responsibility to fill this form out and mail it back to Blue Cross/Blue Shield of Michigan.
 - B. If you have an HMO, you must contact your particular HMO directly to make arrangements.
 - 5) Vision Care and Dental Insurance cease after 30 days following the last day worked.
 - 6) Upon request, insurance booklets are available from your Personnel Department.
- II. **MESC #7313. Temporary Recall Card (Blue)**

I understand that accepting or declining a temporary assignment will not affect my recall rights to a permanent position.

NOTE: Since this Addendum to RIF Packet is obsolete, it is reprinted here for background information purposes only.

APPENDIX C-13
STATE OF MICHIGAN



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P. O. BOX 30026, LANSING, MICHIGAN 48909

JOHN B. BRUFF, Director

LETTER OF UNDERSTANDING

Human Services Support Agreement

Article XIII, Layoff and Recall

Section 11 - Recall from Layoff

During the course of the 1984 negotiations the issue of the expiration of recall rights for laid off Human Services Support Bargaining Unit employees was discussed. In recognition of the fact that as of August 1, 1984, a large number of laid off Human Services Support Bargaining Unit employees' recall rights expired prior to the new Agreement being reached to extend recall rights from three years to six years, the parties have agreed to bridge the recall rights for all employees of the Human Services Support Bargaining Unit whose recall rights would otherwise have expired as of August 1, 1984, that the period of time between and thereafter until August 1, 1984 and the date upon which the new Agreement has been approved by the Civil Service Commission. Employees affected by the provisions of this Letter of Understanding shall continue to have recall rights for an additional three years.

In order to facilitate the reinstatement of employees on applicable recall lists/cards, the parties agree that the Departments/Agency shall have sixty (60) calendar days from the date all signatures are obtained to review the recall documents and make any necessary changes. In the event there is a dispute over an employee's recall rights that may be attributed to the provisions of this Letter of Understanding, the parties agree to meet and attempt to resolve the dispute. It is not intended that an error in the administration of these terms result in the displacement of employees who have been previously recalled, but result in the employee whose recall rights have been abridged being placed in seniority order on applicable recall lists.

FOR THE UNION

Vicki Cook Bumbaugh
Vicki Cook-Bumbaugh, President

Dated: February 22, 1985

FOR THE EMPLOYER

John B. Bruff
(for) John B. Bruff, Director

Paulette Granberry
Paulette Granberry
Contract Negotiator

Dated: February 22, 1985

APPENDIX C-14

STATE OF MICHIGAN



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P.O. BOX 30026, LANSING, MICHIGAN 48909

JOHN B. BRUFF, Director

APPENDIX C-11

LETTER OF UNDERSTANDING

Human Services Support Unit

Article XIII, Sec. 13, Temporary Appointments

During the course of the negotiations on Article XIII, Temporary Appointments, the parties discussed the terms and conditions of employment for Bargaining Unit employees who are recalled to temporary appointments. The parties have agreed that employees recalled on a temporary basis are not eligible for leave of absences as provided in Article XVI of the Agreement.

It is intended that the terms and conditions of employment for employees recalled to temporary appointments except as herein provided be consistent with those of continuing permanent employees except where those terms are not applicable as provided by the Agreement. In the event there is a dispute over the application of conditions of employment for employees recalled to temporary appointments, the Union and the Employer shall attempt to immediately resolve the issue. In the event the dispute cannot be resolved it can be grieved in accordance with the provisions of the Agreement.

FOR THE UNION

Vicki Cook Bumbaugh
Vicki Cook-Bumbaugh

Antoinette Stafford
Antoinette Stafford

Dated: October 10, 1984

FOR THE EMPLOYER

John B. Bruff
John Bruff

Paulette Granberry
Paulette Granberry

Dated: October 10, 1984

APPENDIX C-15

LETTER OF UNDERSTANDING

Article 13, Section 13 - Temporary Appointment

Article 14, Section 6 - Detailing

The parties agree that, when the Employer decides to recall a Temporary Employee (as provided in Article XIII, Section 13) for the purpose of accommodating a request for a detail to another work location, the following procedure will be followed:

1. The Employer shall first ask for volunteers from the permanent staff at the work location that will detail the Employee. The Employer shall detail qualified volunteers (as provided in Article XIV, Section 6) in seniority order.
2. In the event that there are insufficient qualified volunteers, the Employer may recall an employee from the work location "Temporary Recall" list, (blue card); hereinafter referred to as the recall list. The Employer, when making the employment offer, will inform the Employee that if he/she accepts the temporary appointment, he/she will be detailed to another work location. The Employer will also inform the Employee of the work location he/she will be detailed to.

If the Employee refuses the temporary recall solely because he/she does not want the detail assignment to another work location, the Employee shall retain his/her place on the recall list. The Employer may then offer the assignment to the next Employee on the recall list in seniority order.

3. While the Employer is attempting to recall an Employee for a temporary appointment, the Employer may detail its permanent, qualified employees in inverse seniority order (as provided in Article XIV, Section 6.)
4. The Employer shall pay the Employee that is detailed meal and travel reimbursement as provided in Article XXII, Section 18.
5. The provisions of Article XIII, Section 13, and Article XIV, Section 6 remain effective except where altered in this Letter of Understanding.

For the Office of State Employer

George Matish
George Matish Date

Susan O'Doherty 5/28/87
Susan O'Doherty Date

For the Employer

Toni M. Moore 5-26-87
Toni M. Moore Date
MESC

For the Union

Victoria Cook Bumbaugh 5-26
Victoria Cook Bumbaugh Date
LOCAL 31-M

APPENDIX C-16

LETTER OF UNDERSTANDING

Article 15 - HOURS OF WORK AND OVERTIME

Article 16 - LEAVES

During bargaining in 1995, the parties discussed MESC timekeeping issues, such as the recording and utilization of leave credits and the policy of the MESC regarding attendance, overtime, and related issues. As a result of these discussions, the parties agreed that representatives of the Union and the MESC will hold Labor-Management Meetings to undertake a comprehensive review of those topics and others, including but not limited to the anticipated revision of the MESC's policy on attendance, plans for implementing the revised policy, and plans for implementing a positive timekeeping system. If these discussions resolve the parties' concerns, they will jointly make recommendations to the Office of the State Employer, to be incorporated into a Letter of Understanding pursuant to Article 20, Section 12.

Labor-Management Meetings may also be held with other employing departments to discuss related timekeeping issues.

The Office of the State Employer will participate in these meetings as needed. If the parties' concerns are not resolved through these meetings, the recording and utilization of time under a positive timekeeping system is an appropriate subject for secondary negotiations.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

APPENDIX C-17

STATE OF MICHIGAN



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P. O. BOX 30026, LANSING, MICHIGAN 48909

JOHN B. BRUFF, Director

July 21, 1983

APPENDIX C-13

LETTER OF UNDERSTANDING

HUMAN SERVICES SUPPORT UNIT

Article 15 - HOURS OF WORK AND OVERTIME

Section 5 - Meal Periods

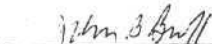
The parties agree that Disability Determination Aides who are members of the Human Services Support Unit and employed in the Department of Education will be eligible to exercise the use of the one-half hour lunch option that is currently available to other non-Human Services Support Unit employees at the work location, effective August 1, 1983. Current practice for requesting use of the option shall apply. In the event the Employer wishes to initiate a change or end such a system, the Employer shall notify the Union and upon request discuss such change.

FOR THE UNION:



Date: July 28, 1983

FOR THE OFFICE OF STATE EMPLOYER:



Date: July 27, 1983

FOR DEPARTMENT OF EDUCATION:



Date: July 28, 1983

APPENDIX C-18

LETTER OF UNDERSTANDING

Office of the State Employer and SEIU Local 31-M

Implementation of the Family and Medical Leave Act

Except as otherwise provided by specific further agreement between SEIU Local 31-M and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "Act") as may be amended and its implementing Regulations as may be amended which took effect for the Human Services Support bargaining unit on February 5, 1994.

1. Employee Rights. Rights provided to employees under the terms of the Local 31-M collective bargaining agreement are not intended to be diminished by this Letter of Understanding. Contract rights relating to leaves of absence under the collective bargaining agreement shall not be reduced by virtue of implementation of the provisions of the Act. Neither the collective bargaining agreement nor this Letter of Understanding is intended to diminish any employee's rights under the Act.

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

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 for the following reasons:

- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter ("parental leave");
- b. Because of the placement of a son or daughter with the employee for adoption or foster care ("parental leave");

c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act ("family care leave");

d. Because of a serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee ("medical leave").

5. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U.S. Department of Labor has issued its final regulations implementing the Act effective April 6, 1995. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the Union and opportunity for the Union to meet to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law. Planned changes shall not reduce contractual leave rights provided in the collective bargaining agreement.

6. Complaints. Employee complaints involving the application or interpretation of the FMLA or its Regulations are not grievances under the collective bargaining agreement. Any such complaints may be filed by an employee directly with the employee's Appointing Authority. The Union may, but is not obligated to, assist the employee in resolving the employee's complaint with the employee's Appointing Authority. Grievances alleging paid or unpaid leave contract violations shall continue to be filed in accordance with the contractual grievance procedure. However, an arbitrator shall not have authority to interpret the provisions of the Act.

7. Eligible Employee. For purposes of FMLA leave entitlement, 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 remains unaffected by this Letter of Understanding; however, such leaves will count towards the employee's FMLA Leave entitlement, as provided in this Letter of Understanding, 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. For purposes of FMLA leave eligibility, "employed by the Employer" means "employed by the State of Michigan." Hours worked is intended to include leave used by a Union representative during his/her regular work hours pursuant to Article 7 and Article 8 of the collective bargaining agreement. Hours worked is not intended to include time spent on union business and union activity conducted outside the Union representative's regular work hours.

8. 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.

9. General Provisions.

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

<u>FMLA Leave Type:</u>	<u>Contractual Leave Type:</u>
Birth or Adoption	Parental Leave
Foster Care Placement	None
Care of Spouse, Son, Daughter or Parent	None
Medical Leave for Self	Up to Six (6) Months of Medical Leave of Absence in a Five (5) Year Period

b. Employees may request and shall be allowed to use accrued annual or personal leave, deferred hours, or compensatory time to substitute for any unpaid FMLA leave.

c. The Employer may designate a Leave of Absence under Plan C of the Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA leave if the employee provides information to the Employer in accordance with the Act that the leave is for a qualifying purpose under the Act. A Plan A reduced work schedule under the VWSAP may be designated by the Employer as an FMLA leave, if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act. Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement.

d. Employees may request and shall be allowed 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. Article 16, Section 3 rights shall continue as provided in the collective bargaining agreement.

e. The Employer may temporarily reassign an employee to an alternative position at the same classification and level with equivalent pay in accordance with the collective bargaining agreement when it is necessary to accommodate an intermittent leave or reduced leave schedule requested by the employee in accordance with the Act. Such

temporary reassignment may occur when the intermittent leave or reduced leave schedule is intended to last longer than a total of ten (10) work days, whether consecutive or cumulative. The Employer will make every reasonable effort to reassign these employees within their existing work location. For purposes of layoff and recall, the employees shall remain in the layoff unit applicable to the position they held prior to their temporary reassignment pursuant to this paragraph. Upon completion of an intermittent leave or reduced leave schedule, employees shall be returned to the position they held prior to their temporary reassignment pursuant to this paragraph as provided in the FMLA.

f. Second or third medical opinions, at the Employer's expense, may be required from health care providers when the employee requests a leave which is designated as counting against an employee's FMLA family care or medical leave entitlement in accordance with the Act.

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

10. Insurance Continuation. Health Plan benefits will continue in accordance with the Act. Negotiated insurance coverages and benefits will continue as provided in the collective bargaining agreement for employees on contractual leave.

11. 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.

12. Annual Leave. When an employee requests to use annual or personal leave and it is determined, based on information provided to the Employer in accordance with the Act that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:

- a. To substitute for an unpaid intermittent or reduced leave schedule; or
- b. When the absence from work is intended to be for five (5) or more consecutive work days.

Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement. Where an employee has not requested the use of annual or personal leave, the Employer will not require use of such paid leave time to substitute for an unpaid FMLA leave.

13. Sick Leave. An employee may request to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that employees exhaust sick leave before a medical leave commences shall continue. An employee requesting an FMLA family care leave must first exhaust his/her sick leave credits. If it is determined, based on information provided to the Employer in accordance with the Act that the sick leave time is for a qualifying purpose under the Act, the Employer may designate the sick leave 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 leave schedule; or
- b. When the absence from work is intended to be for five (5) or more consecutive work days.

Annual leave or personal leave used at the employee's request and in accordance with current practice, in lieu of sick leave, may be likewise counted. Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement.

14. Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. Contractual parental leave extensions beyond twelve (12) months shall be administered as provided in the collective bargaining agreement. An employee's entitlement to FMLA parental leave will expire and must conclude within twelve (12) months after the birth, adoption, or foster care placement of a child. In accordance with the Act, an eligible employee is only entitled to twelve (12) work weeks of leave for foster care placement of a child. Up to twelve (12) work weeks of parental leave will be counted towards the FMLA leave entitlement. An employee may request to substitute annual or personal leave for any portion of the unpaid FMLA parental leave. Intermittent or reduced leave schedules may only be taken with the Employer's approval.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

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APPENDIX C-19

LETTER OF UNDERSTANDING

Article 20 - MISCELLANEOUS

Section 11 - Printing of the Agreement

During bargaining in 1995, the parties agreed to reprint the labor agreement. In preparing the text for printing, the parties have incorporated into the text the provisions contained in numerous Letters of Understanding that have been signed by the parties and approved by the Civil Service Commission since the last printing in 1993.

Incorporating these Letters of Understanding into the text does not change their meaning or intent, but simply makes the agreement easier to read and administer.

If the parties later discover any errors in the text resulting from this updating, they agree to review and correct them.

The revised text and appendices of the Human Services Support Unit Agreement for 1996-1998 are hereby provided to the Civil Service Commission for information purposes.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 7/30/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 7/19/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 7/25/96
Susan O'Doherty Date

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APPENDIX C-20

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

Payroll Deductions and Remittance for Educational Trust Fund

The parties recognize that the State may offer state employees the opportunity for payroll deduction in conjunction with individual employees' participation in a program similar to the Michigan Educational Trust (M.E.T.) Program. In the event the State initiates a payroll deduction opportunity for trust fund participants, members of the bargaining unit who are trust fund participants will be offered the opportunity to individually initiate enrollment in such payroll deduction program.

It is understood that initiation and continuation of the 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 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 payroll 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.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

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APPENDIX C-21

LETTER OF UNDERSTANDING

SERVICE EMPLOYEES INTERNATIONAL UNION COALITION

CONTINUATION OF IRS-APPROVED 401(K) EMPLOYER-MATCH OPTION

Article 22, Section 1 - Wages

Article 22, Section 26 - A Qualified 401K Tax-Sheltered Plan

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 the SEIU Coaliton:

For the Employer:

/s/ Fred R. Parks
Fred R. Parks, Executive Director
Michigan Corrections Organization

/s/ James B. Spellicy
James B. Spellicy

/s/ Phillip Thompson 7/11/95
Phillip Thompson, Executive Director
MI Professional Employees Society

/s/ James R. Wilson
James R. Wilson

/s/ Victoria L. Cook 7/11/95
Victoria L. Cook, President
Local 31-M, SEIU

/s/ Susan J. O'Doherty
Susan J. O'Doherty

Date: 7/11/95

/s/ Janine M. Winters
Janine M. Winters, Director
Office of the State Employer

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APPENDIX C-22

HUMAN SERVICES SUPPORT UNIT
LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

Section 2.J - Civil Service Health Risk Appraisal Program

This confirms the Parties' agreement to accept the Department of Civil Service-administered Health Risk Appraisal Program (hereinafter CS-HRA) as satisfying the "Riskmaster" requirements of Item II. H. 1. of the 1988-1989 Economic Agreement between the parties. While neither party herein asserts a right or obligation to bargain over the identity of a fringe benefit provider, carrier or administrator, this Agreement is based upon the following considerations, and assurances from the Department of Civil Service (as reflected in Mr. William Blackburn's 8/8/88 memo to the Parties):

1. It was and is the intent of the Parties that the "Healthy Together Program" would be applicable to all unit members (not just those already enrolled in the State Health Plan administered for the state by BCBSM). The best judgement of the Department of Civil Service is that such universal application would cause unacceptable delays in implementation due to state bidding and purchasing statutes and regulations.
2. This agreement does not alter the obligation to furnish Healthy Life and Health Action as referenced in contractual provisions. Such services are being secured through the Department of Civil Service and provided by the Appointing Authorities.
3. The CS-HRA can and will provide services superior to those available through "Riskmaster". Specifically, current clinical measures of height/weight, blood pressure and cholesterol levels will be collected and recorded for each unit member who elects to participate, either through the services of the Health Screening Unit staff or HMOs, and the data-base created under the CS-HRA will be designed to provide more flexible and informative profiles (including time series) on health status of groups without jeopardizing participant confidentiality assurances.
4. The CS-HRA program will provide participants with confidentiality. Health Screening Unit staff will furnish participants who desire it a list of qualified providers of health risk reduction programs and services.
5. The Parties shall each be entitled to name a representative to the Joint Evaluation Committee, and each will be members of an ad hoc evaluation committee to monitor the program's implementation within the unit.

6. The CS-HRA will be piloted exclusively in the units which are currently contractually entitled to an HRA program, and only after the CS-HRA has been offered to all members of both units, and the experience gained from this pilot has been evaluated, will the results be utilized to implement the CS-HRA program throughout the state service.

The Parties have not waived their right to require that the state revise or replace the CS-HRA program in the event it is determined, by the Parties' agreement or through the decision of a contractual grievance arbitrator, that the services provided to unit members through the CS-HRA, in their totality, are so deficient as to deny unit members those benefits they could reasonably have expected if "Riskmaster" had been implemented.

Victoria Cook Bumbaugh
FOR THE UNION 9/30/88

Vicki Cook Bumbaugh, President
Local 31-M, SEIU

George G. Matish
FOR THE EMPLOYER

George G. Matish, Director
Office of the State Employer

Susan O'Doherty 9/16/88
Susan O'Doherty

APPENDIX C-23

LETTER OF UNDERSTANDING

Article 22, Section 18

ECONOMICS, Compensation for Assaulted Employees

During bargaining in 1989, the parties discussed Section 18, Compensation for Assaulted Employees. The parties agree that the word "attack" in Section 18 has the same meaning as the word "assault" in P.A. 452 of 1978, MCL 38.1181.

FOR THE EMPLOYER

FOR THE UNION

James B. Spellity

James B. Spellity
Deputy Director

1/5/90
Date

Victoria Cook Bumbaugh

Victoria Cook Bumbaugh
President,
Local 31-M, SEIU, AFL-CIO, CLC

1-4-90
Date

Susan O'Doherty

Susan O'Doherty

1/5/90
Date

APPENDIX C-24

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

Section 30 - School Participation Leave

During bargaining in 1995, the parties discussed the types of activities for which the school participation leave was intended to be used. The parties agree that the leave is for the purpose of fostering school-sponsored secular educational activities through active participation in such activities by employees, and not purely after-school recreational programs. Additionally, the leave is intended for pre-school (e.g., Head Start), K-12, and adult literacy activities, and not college or university-related programs.

The parties also agreed that the grant of eight (8) hours for school participation leave will be made to eligible bargaining unit members during the 1995-1996 fiscal year, provided that such grant does not require a legislative waiver. Such grant will be made as soon as administratively feasible after ratification by the Civil Service Commission.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

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APPENDIX C-25

LETTER OF UNDERSTANDING

Article 23, Training

During negotiations in 1988, the parties discussed certain problems that bargaining unit members employed by MESG had experienced in the past in obtaining approval and payment for overtime hours worked during travel for required training. The parties acknowledge that such approval and payment are covered by the collective bargaining agreement and applicable law.

If such problems arise and are brought to the attention of the Personnel Bureau, the Employer agrees to investigate and resolve them.

FOR THE EMPLOYER

FOR THE UNION

James B. Spelticy 9/21/89
James B. Spelticy Date
Interim Director

Victoria Cook Bumbaugh
Victoria Cook-Bumbaugh Date
President 9-13-89

Susan O'Doherty 9/13/89
Susan O'Doherty Date

APPENDIX C-26

LETTER OF UNDERSTANDING

Article 23 - TRAINING

During bargaining in 1992, the parties agreed to adapt or obtain a one-day labor-management training program that will focus on improving the communication between management and union representatives, with the goal of improving labor-management relations. The parties will mutually agree on the development and content of the program. However, in an effort to minimize the costs of such a training program, the parties will seek to adapt currently available program(s) and to utilize the services of instructors/facilitators who may be available at reduced or no cost.

The Employer will be responsible for the costs of program adaptation and instructor fees, if any. The Employer will provide lunch for participants on the day of the training and will allow travel time one way for participating Union representatives. The Union will provide travel time one way for participating Union representatives and will cover other travel-related expenses.

FOR THE EMPLOYER

FOR THE UNION

William C. Whitbeck 11/10/92
Date
Director, Office of the
State Employer

Victoria L. Cook 11/10/92
Date
President, Local 31-M,
SEIU, AFL-CIO, CLC

Susan O'Doherty 11/10/92
Date
Susan O'Doherty

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APPENDIX D-1

ARTICLE 22, SECTION 11. PERSONAL LEAVE DAY

The following principles apply to the crediting of hours for the Personal Leave Day:

1. Full-time employees on payroll on October 1 get 16 hours regardless of anything else.
2. Full-time employees not actively at work on October 1 get 16 hours when they return from leave of absence or lost time.
3. Full-time employees who were laid off on October 1, but subsequently recalled to a full-time position have the personal leave grant pro-rated based on the number of pay periods remaining in that fiscal year.
4. Less than full-time employees get a proportionate personal leave grant based on the average hours in pay status during the most recent six biweekly work periods to October 1 (including the period which contains October 1 and work periods when not in pay status).
5. Permanent-intermittent employees who work 80 hours during the pay period which includes October 1 are entitled to 16 hours personal leave.

APPENDIX D-2

HOLIDAY PAY FOR PERMANENT-INTERMITTENT EMPLOYEES

Permanent employees working less than full time shall qualify for paid holiday absence as follows:

1. Employees are entitled to a full holiday credit of eight hours if they otherwise have been in full pay status for the pay period in which the holiday falls.
2. Employees not in full pay status for the pay period in which the holiday falls are entitled to proportionate holiday credit based on the average hours in pay status during the six biweekly work periods (including work periods when not in pay status) preceding the work period in which the holiday occurs.
 - a. Permanent employees not in pay status during the biweekly work period when a holiday occurs are entitled to proportionate holiday credit upon return from furlough.
 - b. Newly hired employees who have completed less than six biweekly work periods are entitled to proportionate holiday credit based on the average hours in pay status since appointment.

APPENDIX E

RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE STATE OF MICHIGAN AND LOCAL 31-M, SEIU

Resolution Approved by the Michigan Civil Service Commission on January 16, 1996

The civil service commission has reviewed this collective bargaining agreement between the State of Michigan and Local 31-M, SEIU, under powers granted in article 11, section 5, of the Michigan constitution of 1963, and further reserved to itself in its rules.

1. On motion, the civil service commission approves this ratification provision and hereby (a) modifies the collective bargaining agreement as published by the parties and (b) ratifies the collective bargaining agreement as modified.
2. No provision of this collective bargaining agreement, no impasse panel recommendation, and no arbitrator's decision under this collective bargaining agreement may supersede or violate a civil service policy, rule, or regulation governing a prohibited subject of bargaining. Civil service commission modification and ratification of this collective bargaining agreement shall not diminish the authority of the commission (a) to determine at a later time that a ratified provision violates a civil service policy, rule, or regulation governing a prohibited subject of bargaining or (b) to take appropriate action to remedy the violation. The civil service commission retains the exclusive jurisdiction, subject to notice to the parties and an opportunity to be heard, to determine if, and to what extent, a provision of this collective bargaining agreement, an impasse panel recommendation, or a decision of an arbitrator violates a civil service policy, rule, or regulation governing a prohibited subject of bargaining. No provision of this collective bargaining agreement, including a grievance procedure authorized under civil service Rule 6-9.8, may interfere with, or limit, this exclusive jurisdiction.
3. This ratification provision is a provision of this collective bargaining agreement and shall be incorporated into and printed as a part of this collective bargaining agreement. This ratification provision gives notice to the parties that the jurisdiction for resolving conflicts between this collective bargaining agreement and civil service policy, rules, and regulations governing prohibited subjects of bargaining is exclusively limited to the procedures established in the civil service rules and regulations. The grievance arbitration provisions of this collective bargaining agreement are not available to resolve such conflicts.
4. This ratification provision is an exercise of the constitutional power of the civil service commission. The civil service commission and the department of civil service are not parties to this collective bargaining agreement, do not become parties by virtue of this ratification provision, and are not subject to any of the provisions of the collective bargaining agreement, except where the department of civil service is acting as the departmental employer of a classified employee properly covered by this collective bargaining agreement.
5. The action of the civil service commission in approving this ratification provision to modify and ratify this collective bargaining agreement is a single, indivisible act by the civil service commission. If a court of competent jurisdiction invalidates any portion of this ratification provision, the action of the civil service commission ratifying the collective bargaining agreement shall be void and the parties shall thereafter be bound by the collective bargaining agreement last in effect prior to the action by the commission.

Although the conditions listed above were not part of the formal bargaining process between SEIU Local 31-M and the Office of the State Employer, they were added to the Agreement by the Civil Service Commission at the time of Commission approval on January 16, 1996.

APPENDIX F

CLASS SERIES

Blind Placement Worker 8, 9, E10, 11
Community Placement Assistant 8, 9, E10
Disability Determination Assistant 8, 9, E10
Employment Service Analyst Departmental Trainee 9/Employment Service Analyst 9, 10, P11, 12*
Employment Service Interviewer 9, E10, 11
Handicapped Children Representative 8, 9, E10
Home Aide 6, 7, E8
Interpreter Deaf 6, 7, E8, 9
Liability Examiner 8, 9, E10
Migrant Services Worker 8, 9, E10
Unemployment Claims Examiner 9, E10, 11
Unemployment Claims Worker 6, 7, E8, 9
Unemployment Insurance Analyst Departmental Trainee 9/Unemployment Insurance Analyst 9, 10, P11, 12*

*Non-supervisory positions only

APPENDIX G

PRE-AUTHORIZED CLASSES

Community Placement Assistant 8, 9, E10
Employment Service Analyst Departmental Trainee 9/Employment Service Analyst 9, 10, P11
Employment Service Interviewer 9, E10
Home Aide 6, 7, E8
Interpreter Deaf 6, 7, E8
Migrant Services Worker 8, 9, E10
Unemployment Claims Examiner 9, E10
Unemployment Claims Worker 6, 7, E8
Unemployment Insurance Analyst Departmental Trainee 9/Unemployment Insurance Analyst 9, 10, P11

APPENDIX H

BENCHMARK CONVERSION

Old Class(es)

New Class(es)

Blind Placement Worker 07
Blind Placement Worker 09
Claims Worker 07 - Short Term

Blind Placement Aide III
Blind Placement Aide IVB
Unemployment Claims Worker IV -
Short Term

Civil Rights Aide 06
Civil Rights Aide 07
Crippled Children Rep. 08
Deaf Services Aide 05
Disability Technician 07
Eligibility Examiner 06
Employer Liability Examiner 09
Employment Serv. Interviewer 07
Employment Serv. Exec. 08
Employment Serv. Exec. 09
Employment Serv. Exec. 11*, 12*
Homemaker 03
Homemaker 05
Indian Affairs Rep. 07
Indian Affairs Rep. 09

Rights Technician III
Rights Technician IVB
Handicapper Children Rep. IVB
Interpreter, Deaf IIIB
Vocational Rehab. Aide IVB
Medical Benefits Clerk III**
Liability Examiner VB

Indian Affairs Rep. 10

Employment Serv. Interviewer III
Employment Serv. Interviewer V
Employment Serv. Interviewer V
Liability Examiner VI*
Home Aide I
Home Aide IIIB
College Trainee IV**
Ethnic Affairs Rep. V = Abolished
5/30/82

Migrant Services Aide 03
Migrant Serv. Elig. Examiner 06
Migrant Services Worker 07
Patient Home Visitor 06
Patient Home Visitor 07
Spanish Speaking Affairs Rep. 07
Spanish Speaking Affairs Rep. 09

Ethnic Affairs Rep. VI = Abolished
5/30/82
Migrant Services Aide IIIB
Migrant Serv. Worker II
Migrant Services Worker III
Community Placement Aide II
Community Placement Aide IVB
College Trainee IV**

Spanish Speaking Affairs Rep 10

Ethnic Affairs Rep. V = Abolished
5/30/82
Ethnic Affairs Rep. VI = Abolished
5/30/82

Unemployment Claims Examiner 07
Unemployment Claims Examiner 08
Unemployment Claims Examiner 09

Unemployment Claims Examiner III
Unemployment Claims Examiner IVB*
Unemployment Claims Examiner V or
VI**

Unemployment Claims Examiner 10*

Unemployment Claims Executive 07, 08	Unemployment Claims Examiner V/VI**
Unemployment Claims Executive 10*	Unemployment Claims Supervisor VI**
Unemployment Claims Executive 11*	Departmental Analyst VI**
Unemployment Claims Executive 12*	Department Analyst VII**
Unemployment Claims Worker 05	Unemployment Claims Worker II
Unemployment Claims Worker 06	Unemployment Claims Worker IIIB*
Veterans Employment Rep. 09	Employment Serv. Interviewer V
Vocational Rehab. Aid 05	Vocational Rehab. Aide II
Vocational Rehab. Asst. 06	Vocational Rehab. Aide III
Vocational Rehab. Asst. 07	Vocational Rehab. Aide IVB

*Non-supervisory only

**This class/position is/are not in the Human Services Support bargaining unit.

Since these classes have been abolished, this appendix is published in this contract for informational purposes only.

APPENDIX I
LAYOFF UNITS

Layoff Units shall be:

1. The County in: The Departments of Civil Rights, Public Health, and Social Services.
2. Statewide in: The Departments of Management and Budget, Corrections, Commerce, and Labor (Central Office).
3. Agency in: The Department of Mental Health.
4. The County in: The Department of Education, except for School of the Blind, School for the Deaf, and STIRC.
5. The County in: MESCC, except the following county combinations shall be layoff units:
 - A. Houghton
Baraga
 - B. Mackinac
Cheboygan
 - C. Midland
Bay
Saginaw
 - D. Genesee
Lapeer
Shiawassee
 - E. Montcalm
Ionia
 - F. Van Buren
Berrien
Cass
 - G. Kalamazoo
Calhoun
 - H. Ingham
Jackson
 - I. Branch
Hillsdale
 - J. Oceana
Newaygo
Muskegon
Kent
Ottawa
 - K. St. Clair
Macomb
Washtenaw
Wayne
Monroe
Oakland

The office (work location) shall include its peripheral, itinerant and temporary payment offices regardless of county location. A satellite office shall be a separate work location.

The definition of layoff units shall be subject to negotiation during the term of this Agreement by request of either party.

APPENDIX J

HUMAN SERVICES SUPPORT BUMPING POOL PROCEDURES

1. The Employer identifies the number of surplus "S" positions by class/level and by work location who shall be designated as surplus employees to bump or be laid off and places the surplus employees in seniority order. If the Employer intends to lay off out of line seniority pursuant to Article 13, Section 3.B(1), the employee(s) who occupies the certified position(s) identified by the Employer shall not be identified as surplus nor shall she/he be placed in seniority order.
2.
 - A. Identify the number of least senior positions in the Layoff Unit, which do not have a selective or departmental certification, equal to the number of surplus positions.
 - B. Identify the number of least senior selectively certified positions and/or departmentally certified positions equal to the number of surplus employees eligible to bump into the selectively or departmentally certified positions. In the event a surplussed employee(s) meets the eligibility criteria for more than one certification category, the position(s) identified for inclusion in the bumping pool will be the position(s) occupied by the least senior employee(s) eligible to be bumped by the surplussed employee(s).
 - C. The employees identified in A, plus the employees identified in B, shall be placed in seniority order and shall be considered the bumping pool, "A".
3. Identify the most senior surplus employee and review his/her predesignated Work Location Preference Form.
4. Identify what the most senior employee has designated as the preferred work locations in priority order.
5. In accordance with the provisions of Article 13, the Employer will bump the most senior "S" employee to the first designated preferred position in the Pool if there is a less senior employee occupying a position in a class/level that the surplus employee is eligible to bump. If no available work location with a less senior employee in the Bumping Pool is selected, the most senior "S" employee is laid off.

6. Identify the next most senior "S" employee and repeat Steps 3, 4, and 5 until all "S" employees outside the Bumping Pool have been allowed to exercise their bumping preference in seniority order.
7. If one or more employees in the Bumping Pool have not been surplussed or bumped, the Employer will then identify and place in seniority order employees in the Pool who have been surplussed or bumped. The Employer shall then repeat Steps 4 and 5 until all of the more senior affected employees have been given an opportunity to bump into an available less senior Pool position.
8. An employee eligible for certified positions retains the right to bump into certified positions based on his/her eligibility criteria, seniority, and bumping preferences, and into non-certified positions based on his/her seniority and bumping preferences.

APPENDIX K

RECALL AND SCHEDULING DISTRICTS
U.C. Worker Temporary Appointments
U.C. Worker Permanent-Intermittent Appointments

Districts I, II, and State Office will be considered one district:

Mich. Job Pact #02	Canton #13	Saginaw #37
Detroit #03	Monroe #15	Flint #63
Detroit #04	Mt. Clemens #16	Lapeer #64
Highland Park #05	Pontiac #17	Bad Axe #65
Dearborn #07	*Livonia #19	Port Huron #66
Madison Hts. #08	Sterling Hts. #23	State Office
Southgate #09		

District III:

Alma #31	Ypsilanti #53	Coldwater #69
Ionia #46	Jackson #55	Battle Creek #71
Adrian #51	*Lansing #56	

District IV:

Muskegon #25	Holland #45	Kalamazoo #75
Grand Rapids #43	Benton Harbor #72	Dowagiac #76
**Wyoming #44	South Haven #73	Sturgis #79

District V:

Reed City #20	*Petoskey #27	Bay City #33
Cadillac #21	Traverse City #29	Fremont #35
Manistee #24	Alpena #32	West Branch #39

District VI:

L'Anse #81	Iron Mountain #84	Menominee #90
Escanaba #82	Ironwood #86	Sault Ste. Marie #96
Houghton #83	*Marquette #89	Newberry #97

*Designates District Recall Headquarters

**District Recall Headquarters, Employment Service only, not a full service office.

APPENDIX L

LETTER OF UNDERSTANDING

ARTICLE 20 - MISCELLANEOUS

Section 13. - FY95-96 VOLUNTARY WORK SCHEDULE ADJUSTMENT

The parties hereby agree to permit bargaining unit members to participate in the hours reduction/pay deferral program as described herein, but without loss or reduction in fringe benefits except as provided herein.

These amendments shall be effective September 23, 1995 upon approval by the State Personnel Director and shall terminate on September 20, 1996, unless extended or modified by the parties on or before that date.

Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the program by submitting a completed standard voluntary work schedule adjustment agreement form to his or her supervisor, a facsimile of which is attached and incorporated as part of this agreement. Bargaining unit employees shall continue to have the right, by not submitting a standard agreement form, not to participate in either of the program's two plans.

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

PLAN A. BIWEEKLY SCHEDULED HOURS REDUCTION.

A.1. ELIGIBILITY.

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

A.2. DEFINITION

With the approval of the supervisor and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the

duration of the agreement. The employee may enroll for a minimum of one (1) pay period, but not to extend beyond September 20, 1996. The standard hours per pay period for the employee to receive the benefits of paragraphs A.3 and A.4 below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. Time off on a Plan A reduced work schedule will count against an employee's twelve (12) work week leave entitlement, if the employee provides information to the Employer that such time off is for a qualifying purpose under the federal Family and Medical Leave Act.

A.3. INSURANCES.

All State-sponsored group insurance programs, including long term disability insurance, in which the employee is enrolled shall continue without change in 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 participation 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 count against an employee's twelve (12) work week leave entitlement, if the employee provides information to the Employer that such time off is for a qualifying purpose under the federal Family and Medical Leave Act.

C.3. INSURANCES.

All State-sponsored group insurance programs in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, with the exception of long term disability (LTD) insurance, 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 EMPLOYER

/s/ Janine M. Winters 8/24/95
Janine M. Winters Date
Director, Office of the State
Employer

FOR THE UNION

/s/ Victoria L. Cook 8/23/95
Victoria L. Cook Date
President, Local 31-M, SEIU
AFL-CIO, CLC

/s/ Susan J. O'Doherty 8/23/95
Susan J. O'Doherty Date
OSE

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STATE OF MICHIGAN
VOLUNTARY WORK SCHEDULE ADJUSTMENT AGREEMENT

In accordance with the voluntary work schedule adjustment agreement, I request the following voluntary change in the conditions of my employment effective with the pay period beginning _____ and continuing through the pay period ending _____, but not later than September 20, 1996. A description of the details of each Plan can be found on the reverse of this Agreement. I understand that I can only enroll in one Plan.

Plan A. Reduction of Hours

I agree to a reduced work schedule of _____ hours per pay period. I understand that my supervisor and I must agree in writing on my work schedule.

Plan C. Unpaid Leave of Absence (Maximum period 3 months)

I agree to take an unpaid leave of absence beginning _____ and ending on _____. I understand that during this leave of absence I may elect to continue my present State-sponsored group insurance coverage by pre-paying my present share of the premium prior to departure.

Eligibility: Only full-time employees may participate in one of the two Plans. Part-time employees may only participate in Plan C. All participation agreements will terminate no later than September 20, 1996. **Details on the Plans and impact on Deferred Compensation Plan participation can be found on the back of this form.**

Cancellation of Agreements: An agreement under this program can be terminated by the department upon ten (10) working days' notice in writing to the employee. Such termination shall not be grievable. The employee may terminate this agreement upon ten (10) working days' notice in writing.

Name _____ Soc. Sec. No. _____ Office Phone _____

Employee's Signature _____ Date _____

APPROVED

Supervisor/Division Director Signature TKU _____ Date: _____

Appointing Authority Date: _____

FOR PERSONNEL OFFICE USE ONLY

APPU _____
TRANS Social Security Number _____ Plan Code _____ Hrs. Deferred _____ MO _____ DA _____ YR _____
Ending Date

Complete in triplicate: One copy to be retained by employee, one by the supervisor and one forwarded to Personnel Office.

- A. Reduction of Hours* (only full-time non-initial probationary employees may participate and such time off may count against an employee's leave entitlement under the Family and Medical Leave Act, if it's for a qualifying purpose).
1. Employees may reduce the number of hours worked, by one to sixteen hours per pay period. The minimum number of hours for full-time employment will be reduced from 80 to 64.
 2. Any insurance program (including LTD) in which the employee is currently enrolled at the time of signing will be continued without change in coverage, benefits, or premiums.
 3. Annual leave and sick leave accruals will continue as if the employee had worked and received pay for 80 hours per pay period.
 4. Employee will not incur a break in service by voluntarily participating in this program. State service credit will remain at 80 hours per pay period for computing retirement service credit, longevity compensation, step increases, employment preference, and holiday pay.
- C. Unpaid Leave of Absence* (only full-time and part-time non-initial probationary employees may participate and such time off may count against an employee's leave entitlement under the Family and Medical Leave Act, if it's for a qualifying purpose).
1. Leave will not constitute a break in service.
 2. Employee's share of insurance premiums must be pre-paid prior to entry on leave.
 3. Accumulated annual and sick leave balances will be frozen for the duration of the leave.
 4. Leaves will be for a minimum of 80 hours and may be extended at the request of the employee with approval by the employer (appointing authority). No leave shall extend beyond 3 months. All leaves expire on September 20, 1996.

***Note: Participation may impact on your deductions for Deferred Compensation Plans, 457 or 401(k). Employees will be allowed to adjust the amount of their deductions by submitting a request for change; CS-582 for 457 or CS-1429 for 401(k), and a copy of this agreement to the Deferred Compensation office, Department of Civil Service.**

APPENDIX M
LETTER OF AGREEMENT
IN SUPPORT OF NATIONAL HEALTH CARE REFORM
September 1991

The Union and the Employer recognize that our nation's health care system has reached a state of crisis. Skyrocketing health care costs threaten the living standards of workers and the financial stability of state and local governments. Spending for publicly provided health care insurance, both for civil servants and the poor who rely on government for health care coverage, is the fastest growing component of state and local government budgets. The cost of providing health care insurance is rising as rapidly for the public sector as it is in the private sector.

In the past, the Union and the Employer have agreed to mutual efforts to control health care costs through various cost-containment initiatives. While the parties are committed to continuing these efforts, they now recognize that the problem cannot be solved through collective bargaining alone. Health care costs cannot be adequately controlled on a plan-by-plan, employer-by-employer, or even totally on a state-by-state basis. Rather, a new national framework for the health care system that works in true partnership with the states is required to solve the three related problems of cost, quality and access.

The parties agree to work jointly to achieve a national consensus for health care reform. National health care reforms should recognize the best of state initiatives, including statewide health care reforms that improve access, maximize delivery of cost-effective preventive care and that establish medical care payment programs designed to reduce overall medical costs. The parties recognize that cooperation between labor and management will increase their effectiveness in achieving changes in state and federal policy that both support.

At the national level, the parties agree to meet with Congress to begin work on approaches to achieve national health care reform that recognize the partnership role of states.

At the state level, the parties agree to the formation of a Joint Committee on Health Care Reform whose efforts will be guided by the following principles:

1. The interconnected problems of cost, quality, and access require comprehensive solutions involving states, the federal government and the private sector.
2. Immediate action to achieve a national consensus on comprehensive solutions is required, even though it may entail both short and long-term initiatives.

3. Assuring all citizens access to affordable health care must have the highest priority. The financing of care should be shared fairly among all participants in the health care system. Health care financing must have a positive impact on international competition, preclude cost shifting among payers and assure basic care to individuals who do not have the ability to pay.
4. A comprehensive solution will require leadership from all levels of government and the private sector to establish a national framework for health care reform which will contain costs, assure quality, and extend access to affordable care for all citizens. The practice of shifting financial responsibility for health care costs from the federal government to states and localities must end, and a stable financing base must be assured.
5. Cost containment strategies at the state level must work together with national reforms. State level cost containment strategies may include all-payer reimbursement systems, global budgeting of capital, an expanded role for community-based care that emphasizes preventive health care, electronic billing systems, purchasing consortia for small businesses to reduce administrative costs and tort liability reform, including national practice standards and protocols.
6. The federal government must recognize the critical role of states and localities as administrators and innovators. The federal government can assist states in their efforts to test various reform alternatives and the parties agree to study such alternatives including reducing paperwork burdens, simplifying waiver procedures for Medicaid, utilizing all-payer reimbursement systems and the utilization of cost-effective managed care.
7. Reform should build upon the strengths of the American economic system including plurality (e.g., the choice of competing delivery systems), competition, technical innovations, and a federal/state partnership.

/s/ Victoria Cook Bumbaugh
For the Union

/s/ William C. Whitbeck
For the Employer

APPENDIX N

Letter of Understanding

1. During the collective bargaining negotiations between the State of Michigan and the SEIU Coalition (Local 31-M, Michigan Corrections Organization, and Michigan Professional Employees Society) during 1992, the parties agreed to fund across the board pay increases in Fiscal Years 1993-94, 1994-95 and 1995-96 from implementing cost containment measures in the State's group insurance plans.
2. In the past the parties have agreed to mutual efforts to control health care costs through various cost-containment measures through the establishment of a Joint Committee on Health Care Reform.
3. The parties desire to draw on the expertise developed through their participation on that Committee in developing various cost containment measures to retard the rate of increase in the cost of the State's group insurance plans.
4. Therefore, the undersigned parties agree to establish subcommittees of the existing Joint Committee on Health Care Reform with labor and management members, assisted by staff of the Employee Benefits Division, Department of Civil Service. These subcommittees shall explore managed care, preferred provider systems, structural changes in the group insurance plans, and related matters as mutually agreed by the parties for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties.

/s/Victoria L. Cook 11-16-92
Local 31-M Date

/s/William C. Whitbeck 11-16-92
Employer Date

Michigan Corrections Date
Organization

Michigan Professional Date
Employees Society

APPENDIX O

STATE HEALTH PLAN's
"PARTICIPATING PROVIDER ORGANIZATIONS" (PPOs)

TYPE OF PPO	STATE HEALTH PLAN (SHP) (PRIOR BENEFITS)	SHP's PPO NETWORK (EXPANDED BENEFITS)	PENALTY FOR NOT USING PPO PROVIDER (WHEN ONE IS AVAIL.)
PRESCRIPTION DRUGS Value Rx 1-800-505-2324	\$2.00 copay 2,100 pharmacies in Michigan	\$2.00 Generic/\$7 Brand Copay, effective October 6, 1996 1,950 pharmacies in Michigan (No changes for out-of-state purchases.)	Reimbursement at 75% of approved charge minus additional \$2.00 generic/\$7.00 brand copay.
MENTAL HEALTH and SUBSTANCE ABUSE SERVICES Options Mental Health 1-800-277-1122	Inpatient services 100% \$3,500 outpatient annual max. Outpatient services subject to \$50 deductible. Outpatient services 90% of reasonable and customary charge.	Toll-free 800 phone service staffed 24-hrs., 7 days a week by qualified mental health clinician. Eliminate \$50 deductible Same inpatient benefit (100%) Same outpatient annual max. (\$3,500). Outpatient benefit 90% (copay 10% max.)	Reimb. for inpatient and outpatient at 50% of PPO's approved rate or 50% of non-PPO provider's charge, whichever is less. Outpatient services subject to \$50 deductible.

Booklets are available from each PPO Administrator or your department's personnel office describing specific plan benefits, exclusions and limitations.

NOTE: This chart is an overview only. It is based on a chart prepared by Department of Civil Service, Employee Benefits Division, for the booklet "State-sponsored Group Insurance Plans, Fiscal Year 1996-97." For details on Mental Health and Substance Abuse Services, see Appendix O-1.

APPENDIX O-1
LETTER OF UNDERSTANDING
SEIU COALITION
IMPLEMENTATION OF PREFERRED PROVIDER ORGANIZATION
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

The parties have previously entered into collective bargaining agreements which provide that, working through subcommittees, the parties will explore managed care, preferred provider systems, structural changes in group insurance plans and related matters as mutually agreed by the parties, for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties. These Agreements were approved by the Civil Service Commission on January 26, 1993.

The parties have now met in subcommittees on numerous occasions, at which they were assisted by the staff of the Department of Civil Service Employee Benefits Division. Pursuant to those subcommittee discussions, the parties now agree that, effective with the first full pay period in July 1993 (or as soon thereafter as administratively feasible), covered benefits in the area of mental health/substance abuse services will be "carved out" of the State Health Plan and provided to bargaining unit employees through a Preferred Provider Organization (PPO). The parties expect that the state would realize substantial and significant cost savings in the area of mental health/substance abuse services while increasing the accessibility and quality of such benefits by providing services not currently available under the State Health Plan. Among the additional services are:

- A 24-hour/day, 7-day/week "800" toll-free telephone staffed by mental health care professionals to provide immediate referral and assistance to enrolled employees and their dependents;
- A "managed care" plan providing ongoing evaluation and management of cases by professionals familiar with the most appropriate treatment settings;
- Monitoring of provider effectiveness in the various treatment plans;
- Direct interface with the Department of Civil Service Employee Services Program to provide for a coordinated continuum of care; and
- Elimination of the \$50/\$100 annual deductible for outpatient services provided within the network.

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

- Covered inpatient services provided by a network provider will be paid directly to the provider at 100% of approved charges; there will be no annual deductible.
- Covered outpatient services provided by a network provider will be paid directly to the provider at 90% of approved charges, with a 10% co-payment of the approved charge on the part of the patient; there will be no annual deductible.
- Except during the transition period (including any extension period) described below, covered inpatient and outpatient services provided by a non-network provider will be paid by the patient who, after meeting an annual deductible of \$50/person and \$100/family, will be reimbursed by the Administrator for the lesser of 50% of the billed charges, or 50% of the allowable charges authorized by the PPO Administrator.
- The annual \$3500 maximum benefit for outpatient services is maintained.

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

1. Transition Period. Employees/covered dependents who are receiving inpatient mental health/substance abuse services at the time the PPO is implemented will not become covered by the PPO program (but will remain in their current State Health Plan coverage) until being discharged from the inpatient facility. Employees/covered dependents who are receiving mental

health/substance abuse outpatient services from a non-network provider at the time the PPO is implemented will be afforded a 90-day transition period during which they may continue and complete the treatment plan with the non-network provider. Billed charges for covered services received from the non-network provider during this transition period will be paid in accordance with reimbursement procedures of the State Health Plan in effect prior to the implementation of the PPO, unless the provider becomes a participating provider under the network. If, at the end of the 90-day transition period, the patient has not been authorized an "extension period" by the Administrator (as described below), and the patient continues or renews receiving services from a non-network provider, the non-network provider's charges for covered services will be reimbursed by the Administrator at the rate of 50% of the billed charges, but not to exceed an amount equal to 50% of the allowable charges authorized by the PPO Administrator.

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

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

4. Conflicts of Interest. There may be circumstances in which a network provider is also a state employee, or is providing contractual services to a state agency, at a worksite where bargaining unit employees are employed. The

parties recognize that employees expect and require as much privacy as possible in their relationship with their treatment provider; requiring an employee to choose between using the services of a network provider with whom the employee works, versus assuming responsibility for a larger share of the billed charges because a non-network provider has been selected for covered services, could cause this privacy interest to be compromised. The parties therefore agree that the Administrator will maintain a system of alternative provider referrals and equivalent covered expense reimbursement which assures that, at the patient's option, network providers for state employees and their dependents are neither state employees, nor providing contractual services to a state agency, at a worksite where the state employee is employed.

5. Selection of Administrator. The parties recognize that the public policy of the State of Michigan is to obtain services paid for out of public funds through an open competitive process, and that the selection of a Mental Health and Substance Abuse Services PPO Administrator is subject to this policy. The parties also recognize that their success in implementing a Mental Health and Substance Abuse Services PPO can be influenced to a considerable extent by the acceptability of the PPO Administrator to the enrolled employees and their bargaining representatives. The parties therefore agree that the SEIU Coalition will be afforded the opportunity to designate one official representative of the Coalition and up to two additional observers to the Joint Evaluation Committee that is appointed by the Department of Management & Budget Purchasing Division to review bid specifications, evaluate qualified bids, and select one or more Mental Health and Substance Abuse Services PPO Administrators for FY93-94, and a single PPO administrator during FY94-95. The parties understand that it is the intent to select not more than three Mental Health and Substance Abuse Services PPO Administrators to implement such plans during FY93-94, and that the process of assigning a particular Mental Health and Substance Abuse Services PPO Administrator to the respective bargaining units will be consultative to the maximum extent feasible. The parties also understand that the JEC will evaluate the relative performance of all the Mental Health and Substance Abuse Services PPO Administrators that are initially selected to provide services to groups of state classified employees during FY93-94, and that the JEC will be used to select a single vendor of such mental health/substance abuse PPO services for all applicable groups of classified employees during the first quarter of FY94-95. In the event that the vendor providing services to the SEIU Coalition is not the one selected to be the state's single vendor, the provisions of Section 1, Transition Period, and Section 2, Extension Period, above shall apply.

6. Termination of Participation. The parties understand that the agreement with the vendor(s) will contain a thirty-day cancellation clause under which the Department of Civil Service may terminate the agreement for cause. The parties recognize that the SEIU Coalition (and/or the Employer) may not be completely

satisfied with the experience under the mental health/substance abuse PPO. The parties therefore agree that they will meet on a regular quarterly basis throughout FY93-94 and FY94-95, and during the month of March 1995 to review any substantive problems encountered by unit members and/or the state under the PPO; determine whether such problems can be corrected during the balance of FY93-94, FY94-95 and FY95-96; and, if so, determine what course of action will best achieve these corrections without changes in the agreed-upon benefit design and coverages. The views of the Department of Civil Service Employee Benefits Division on these issues will be solicited and given maximum consideration by all of the parties, but will not be controlling upon any of the parties. If, as a result of this review and the parties' good faith attempts to resolve the problems identified, either of the parties wishes to propose that participation in the PPO be terminated at the end of FY94-95, such proposal shall be made to the other party not later than Friday, April 7, 1995. If such proposal to terminate participation is not accepted by the other party by Friday, April 21, 1995, the party making the proposal shall submit the question to the State Personnel Director for resolution in accordance with §6-13.1 of the Civil Service Commission's Employee Relations Policy Rule. If the proposal to terminate participation in the PPO at the end of FY94-95 is supported by the Civil Service Commission, the benefits and coverages in effect during FY95-96 shall be as provided by the Civil Service Commission.

/s/ Phillip L. Thompson 6/7/93
Michigan Professional Date
Employees Society, SEIU

/s/ James B. Spellicy 6/7/93
Office of the State Employer Date

/s/ Victoria L. Cook 6/7/93
Local 31-M, SEIU Date

/s/ Fred R. Parks 6/7/93
Michigan Corrections Date
Organization, SEIU

LOUMHSA

APPENDIX O-2

LETTER OF UNDERSTANDING
SEIU COALITION

DENTAL MAINTENANCE ORGANIZATION ENROLLMENT OPTION

The parties have previously entered into collective bargaining agreements which provide that, working through subcommittees, the parties will explore managed care, preferred provider systems, structural changes in group insurance plans and related matters as mutually agreed by the parties, for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties. These Agreements were approved by the Civil Service Commission on January 26, 1993.

The parties have now met in subcommittees on numerous occasions, at which they were assisted by the staff of the Department of Civil Service Employee Benefits Division. Pursuant to those subcommittee discussions, the parties now agree that the Midwestern Dental Maintenance Organization will be offered to employees in the bargaining units as a voluntary option to the state's conventional Dental Plan. This option is available to employees in southeastern lower Michigan on April 11, 1993. It will be made available to employees in the mid-Michigan area in the first full pay period of October, 1993 or as soon thereafter as is administratively feasible.

The parties understand that the state-approved service area for the Dental Maintenance Organization program encompasses only certain geographical areas. The Dental Maintenance Organization will grant a properly completed Out-of-Area Waiver application from a unit member. The parties also understand that all eligible dental services must be provided by a Dental Maintenance Organization network provider in order for coverage to be in effect (except for emergency treatment for the immediate relief of pain and suffering when the enrollee is more than fifty miles from a participating provider, which will be reimbursed at fifty percent of the usual, customary and reasonable rate of the non-participating provider).

/s/ Phillip L. Thompson 8/2/93
Michigan Professional Date
Employees Society, SEIU

/s/ Sharon J. Rothwell 8/11/93
Office of the Date
State Employer

/s/ Victoria L. Cook 7/28/93
Local 31-M, SEIU Date

/s/ Fred R. Parks 7/23/93
Michigan Corrections Date
Organization, SEIU

APPENDIX P-1

LETTER OF UNDERSTANDING SEIU COALITION CAFETERIA BENEFITS PLAN

During 1992 negotiations between the State of Michigan and the SEIU Coalition members, the parties agreed that a Cafeteria Benefits Plan will be implemented for all SEIU Coalition bargaining unit members beginning FY94. The Cafeteria Benefits Plan shall be offered to all bargaining unit members during the annual enrollment process conducted during the summer of 1993 and shall be effective the first full pay period in FY94 or as soon thereafter as administratively possible.

The Cafeteria Benefits Plan will consist of the group insurance programs and options available to SEIU Coalition bargaining unit members during FY93 with three exceptions: (1) Financial incentives will be paid to employees selecting HMO or a new Catastrophic Health Plan rather than Standard Health Plan coverage; (2) A financial incentive will be paid to employees selecting a new Preventive Dental coverage rather than the Standard State Dental Plan; and (3) Employees will have a new option available under life insurance coverage (one times salary or \$50,000 rather than two times salary). Premium splits in effect during FY93 will continue during FY94, FY95 and FY96.

The parties discussed the manner in which employees will make individual benefit selections under the Cafeteria Benefits Plan and agreed to use a form patterned after the attached "sample" SEIU Enrollment Form to communicate: The benefit credits given to each employee; any current individualized enrollment information on file with the Employer; and the benefit selections available including costs or pricetags. Changes in benefit selections made by employees may be made each year during the annual enrollment process or when there is a change in family status as defined by the IRS.

During FY94, financial incentives to be paid are: \$125 to employees selecting HMO coverage; \$1300 to employees selecting Catastrophic Health Plan coverage; and \$100 to employees selecting the Preventive Dental Plan. Incentives are paid each year and are the same regardless of an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FY94 will receive \$1300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan. Incentives to be paid during FY95 and FY96 will be determined in conjunction with the annual rate setting process administered by the Department of Civil Service and the State Personnel Director. The amount of the incentive to be paid to employees selecting the lower-level of life insurance coverage is based on an individual's annual salary and the rate per \$1000 of coverage, and therefore may differ from employee to employee.

Financial incentives paid under the 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 pretax basis into the Flexible Spending Accounts or Deferred Compensation Plans. Similarly, any additional amounts received as the result of selecting less expensive life insurance coverage will be paid biweekly.

The parties agree to meet as soon as possible following approval of the Agreement by the Civil Service Commission to begin planning the joint promotion and communication of the Cafeteria Benefits Plan within the SEIU Coalition.

FOR THE EMPLOYER:

FOR THE UNION:

/s/ William C. Whitbeck 1/13/92
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria L. Cook 11/16/92
Victoria L. Cook Date
President, Local 31-M, SEIU
AFL-CIO, CLC

/s/ Susan O'Doherty 11/13/92
Susan O'Doherty Date
OSE

APPENDIX P-2
LETTER OF UNDERSTANDING
SEIU COALITION
INCENTIVE PAYMENTS UNDER FLEXIBLE BENEFITS PLAN

The parties have previously entered into collective bargaining agreements which provide, in part, that a Flexible Benefits Plan will be implemented for all SEIU Coalition bargaining unit members beginning in FY 1993-94. Among the elements of the Plan agreed upon by the parties were financial incentive payments of \$125 to be paid to employees selecting HMO health plan coverage; \$1300 payments to employees selecting Catastrophic Health Plan coverage; and \$100 payments to employees selecting the Preventive Dental Plan coverage. These Agreements were approved by the Civil Service Commission on January 26, 1993.

While the parties' Agreements provide that these incentive payments are to be pro-rated on a biweekly basis, the parties have discussed and now agree that the \$125 and \$100 payments are to be made in one lump sum if such an approach is applied uniformly to all eligible state classified employees.

The parties also agree that, if this one lump sum approach is implemented, employees who receive the payments and later leave the 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; the pro-ration formula is the number of pay periods remaining in the fiscal year, divided by twenty-six, multiplied by the amount of the payment. For 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. Except for seasonal layoffs, employees who are laid off, furloughed, or placed on a leave of absence shall not be required to pay back the pro-rated portion of the payment. In addition, in the Human Services Support bargaining unit, employees whose temporary appointments expire shall not be required to pay back any lump sum payments.

/s/ Phillip L. Thompson 6/16/93
Michigan Professional Date
Employees Society, SEIU

/s/ Sharon J. Rothwell 8/11/93
Office of the Date
State Employer

/s/ Victoria L. Cook 7/22/93
Local 31-M, SEIU Date

/s/ Fred R. Parks 6/23/93
Michigan Corrections Date
Organization, SEIU

APPENDIX Q

Effective October 1, 1993		LONGEVITY COMPENSATION PLAN SCHEDULE OF PAYMENTS		FAIR LABOR STANDARDS ACT LONGEVITY OVERTIME RATES	
Years of Service	Equivalent Hours of Service	AFSCME, MCO, MPES, MSEA, NERES, UAW, UTEA AND 31-M	MSPTA	AFSCME, MCO, MPES, MSEA, NERES, UAW, UTEA AND 31-M	MSPTA
6	12,480				
7	14,560			.06	.06
8	16,640	260	240		
9	18,720				
10	20,800				
11	22,880			.07	.07
12	24,960	300	273		
13	27,040				
14	29,120				
15	31,200			.09	.08
16	33,280	370	340		
17	35,360				
18	37,440				
19	39,520			.12	.11
20	41,600	480	438		
21	43,680				
22	45,760				
23	47,840			.15	.14
24	49,920	610	568		
25	52,000				
26	54,080				
27	56,160			.19	.18
28	58,240	790	747		
29	60,320				
30 & over	62,400 & over	1,040	984	.25	.24

APPENDIX R
LETTERS OF INTENT

The following Letters of Intent are printed for information purposes. They do not change any provisions of the agreement, but clarify or interpret certain provisions.

APPENDIX R-1

LETTER OF INTENT

Article 3 - INTEGRITY OF THE BARGAINING UNIT

Section 1 - Bargaining Unit Work Performed By Non-Bargaining Unit Employees

During bargaining in 1995, the parties discussed the Union's concern regarding appropriate notice to SEIU Local 31-M prior to bringing work experience program participants into the work place as outlined in Article 3, Section 1.

At the Union's request, the parties will meet to review and discuss improvements in notification procedures to be followed when such employees will be performing bargaining unit work.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

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APPENDIX R-2

LETTER OF INTENT

ARTICLE 3 - INTEGRITY OF THE BARGAINING UNIT

Section 3. Working Out of Classification.

During Bargaining in 1991, the parties discussed the limitations of eligibility for working out of class pursuant to Article 3, Section 3.

It is the parties' intent to administer this Section in a manner that recognizes that a Lead Worker, properly assigned the duties of a different classification such as a supervisor or any other higher classification within the Human Services Support Bargaining Unit or outside the Human Services Support Bargaining Unit, shall be recognized as working out of class.

In accordance with the provisions of Article 3, Section 3., it is the Employer's intent that employees be compensated at the appropriate higher rate of pay for the assigned higher classification and that temporary appointments be appropriately established.

FOR THE EMPLOYER:

William C. Whitbeck
William C. Whitbeck
Director, Office of the
State Employer

8/26/91
Date

FOR THE UNION:

Victoria Cook Bumbaugh
Victoria Cook Bumbaugh
President, Local 31-M, SEIU
AFL-CIO, CLC

8/25/91
Date

Susan O'Doherty
Susan O'Doherty, OSE
Date

8/25/91
Date

APPENDIX R-3

LETTER OF INTENT

ARTICLE 3 - INTEGRITY OF THE BARGAINING UNIT

Section 3. - Working Out of Classification

During Bargaining in 1991, the parties discussed the Employer's administration of Article 3, Section 3. - Working Out of Classification.

To address the concerns expressed by the Union, the Employer agrees to improve the monitoring of Working Out of Classification assignments in an effort to ensure that they are made in accordance with the Human Services Support Collective Bargaining Agreement, including the establishment of temporary appointments when appropriate according to Section 3.D.(2), and that affected employees receive timely payment for such assignments.

FOR THE EMPLOYER:

William C. Whitbeck 8/25/91
Date
William C. Whitbeck
Director, Office of the
State Employer

FOR THE UNION:

Victoria Cook Bumbaugh 8/25/91
Date
Victoria Cook Bumbaugh
President, Local 31-M, SEIU
AFL-CIO, CLC

Susan O'Doherty 8/25/91
Date
Susan O'Doherty, OSE

APPENDIX R-4

LETTER OF INTENT

Article 11 - HEALTH AND SAFETY

Section 9 - First Aid

During bargaining in 1995, the parties discussed the matter of first aid supplies at work locations. This letter expresses the intent of the Employer to continue to comply with Article 11, Section 9, which provides that the Employer shall maintain at each work location first aid supplies and equipment in accordance with American Red Cross or other approved standards. Maintaining such supplies and equipment includes keeping supplies restocked.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

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APPENDIX R-5

LETTER OF INTENT

Article 11, HEALTH AND SAFETY

Section 11 - Confidentiality of Medical Records

During Bargaining in 1991, the parties discussed the confidentiality of medical information. In response to concerns expressed by the Union, the Employer recognizes that the "Employee Time and Attendance Report" - DMB Form A-424, asks that the employee specify only the "reason" for the employee's sick leave usage. The parties agree that detailed information pertaining to the reason for sick leave usage is subject to Article 11, Section 11 and need not be specified on DMB Form A-424. For example, it is sufficient to record "illness" but not the specific nature of the illness, or to record "attending a funeral" but not the name of the deceased, when completing the DMB Form A-424. However, the Employer has the right to require additional evidence to verify the reason indicated for the use of sick leave in accordance with Article 16, Section 3.

In the MESOC, completion of sick leave affidavits is not currently required.

FOR THE EMPLOYER:

William C. Whitbeck 8/25/91
William C. Whitbeck, Date
Director, OSE

FOR THE UNION:

Victoria Cook Bumbaugh 8/25/91
Victoria Cook Bumbaugh Date
President, Local 31-M, SEIU
AFL-CIO, CLC

Susan O'Doherty 8/25/91
Susan O'Doherty, OSE Date

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APPENDIX R-6

LETTER OF INTENT

ARTICLE 13 - LAYOFF AND RECALL

SECTION 9. - TEMPORARY LAYOFFS - EMPLOYER OPTION

During Bargaining in 1991, the parties discussed the return to work procedure to be implemented when employees are laid off under the provisions of Article 13, Section 9. The parties agree that those employees who are temporarily laid off under the provisions of Article 13, Section 9. shall be returned to work in seniority order.

FOR THE EMPLOYER:

William C. Whitbeck 8/24/91
Date
William C. Whitbeck
Office of the State
Employer, Director

FOR THE UNION:

Victoria Cook Bumbaugh 8/25/91
Date
Victoria Cook Bumbaugh
President, Local 31-M, SEIU
AFL-CIO, CLC

Susan O'Doherty 8/25/91
Date
Susan O'Doherty, OSE

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APPENDIX R-7

LETTER OF INTENT

Article 14 - ASSIGNMENT AND TRANSFER

Section 3 - Transfer

The undersigned parties agree:

1. Transfer requests under Article 14, Section 3, of the Human Services Support Unit Agreement received during the window periods of March, June, September, and December will have an effective date of the first calendar day of the month after the window period.
2. If an employee who currently has a transfer request on file submits another request during a window period, the previous transfer request will remain in effect until the end of the window period. The new request will take effect the first calendar day of the month after the window period.
3. If an employee accepts a transfer, she/he may submit another transfer request during the window period after twelve months have elapsed from the effective date of the transfer. If the twelve months would elapse during a window period, a transfer request may be submitted during said window period. For example, if an employee transfers with an effective date from July 1 through September 30, 1993, she/he may submit a new transfer request in September 1994, which will become effective October 1, 1994.
4. Employees retain their rights for transfer in accordance with Article 14, Section 3.

FOR THE EMPLOYER

FOR THE UNION

Sharon J. Rothwell
Sharon J. Rothwell
Director, Office of the State
Employer

Victoria L. Cook 12/1/93
Victoria L. Cook
President, Local 31-M, SEIU
AFL-CIO, CLC

12-3-93
Date

Date

Susan O'Doherty 12/1/93
Susan O'Doherty

Date

OSE/LOIART.14

APPENDIX R-8

LETTER OF INTENT

Article 16 - LEAVES

Section 4.D - Types of Leaves of Absence

Subsection (2) - Medical

During bargaining in 1995, the parties discussed the concerns expressed by the Union regarding the need for appropriate review in evaluating employee requests for medical leaves of absence and the extension of medical leaves. The Employer agrees that in considering requests for medical leaves of absence, or extensions, outside of the contractual guarantee, management will exercise discretion based on the individual circumstances related to the leave request on a case by case basis. In considering these requests, the Employer acknowledges its contractual obligation in considering its operational needs, the employee's work record, and verifiable medical information that the employee can return at the end of the extension period with the ability to perform his/her job duties.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 4/12/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 4/10/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 4/12/96
Susan O'Doherty Date

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APPENDIX R-9

LETTER OF INTENT

ARTICLE 22 - ECONOMICS

Section 8. Continuation of Group Insurances.

During Bargaining in 1991, the parties discussed the issue of continuation of group insurances ("direct pay" option) for permanent-intermittent employees.

The parties recognize that a permanent-intermittent employee, upon furlough, will be offered the opportunity to continue group insurances according to Article 22, Section 8.A(3), and will have the appropriate "direct pay" forms mailed in a timely manner by the departmental Employer if the Employer does not anticipate that the employee will be returning to work within one or two pay periods.

However, if the Employer believes' that the permanent-intermittent employee will be returning to work within one or two pay periods, the enrollment will be reported to the appropriate insurance plan administrator or HMO for up to two pay periods as a "premium not taken," according to current practice of the Department of Civil Service, and a premium will be deducted from the employee's first pay upon return to work. If the permanent-intermittent employee does not return to work within two pay periods, the employee will then be offered the opportunity to continue group insurances according to Article 22, Section 8.A(3), and will have the appropriate "direct pay" forms mailed in a timely manner by the departmental Employer.

FOR THE EMPLOYER:

FOR THE UNION:

William C. Whitbeck 9/1/91
Director, Office of the
State Employer

Victoria Cook Bumbaugh 9-10-91
President, Local 31-M,
SEIU AFL-CIO, CLC

Susan O'Doherty 9/11/91
Date

APPENDIX R-10

LETTER OF INTENT

Article 22 - ECONOMICS

Article 24 - TERMINATION

The parties have discussed Article 24, Termination, and wish to clarify that although the non-economic Articles of the Agreement terminate on December 31, 1998, Article 22, Economics, remains in effect through September 30, 1999 (Fiscal Year 1998-99), as specified in Article 22.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 7/30/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 7/19/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO, CLC

/s/ Susan O'Doherty 7/25/96
Susan O'Doherty Date

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APPENDIX R-11
LETTER OF INTENT
ARTICLE 22 - ECONOMICS
Section 1 - General Wage Increase

The parties hereby agree that the following principles governing eligibility and payment will be followed in implementing the provisions of Article 22, Section 1.B, One-Time Cash Payments.

Eligibility:

All bargaining unit employees, regardless of employment type or work schedule, will be eligible for the one-time cash payment in April 1994 if, on March 26, 1994, the employee meets one or more of the following tests:

1. Working (receiving a pay warrant for the pay period ending March 26, 1994, or in active pay status)
2. On leave of absence (other than waived rights)
3. On workers' compensation
4. On layoff
5. On furlough, if a permanent-intermittent employee
6. On seasonal layoff

The one-time cash payment will be full or prorated based on the number of hours in pay status during the qualifying period divided by 1,040 hours, times \$250. The qualifying period for the payment will be 9/26/93 thru 3/26/94.

Date of Payment:

1. Paid on April 21, 1994, if "working" (as defined in item 1 above), on workers' compensation if hours in pay status have been accrued, or on furlough if permanent-intermittent.
2. Paid with the first pay warrant thereafter in FY 93-94 or 94-95 if the employee does not receive a warrant on April 21, 1994.
3. All payments are separate warrants and all April 21, 1994 payments are generated by the payroll system. All others are paid by GPA (gross pay adjustment) initiated by the departmental employers.

Subsequent Payments:

These provisions shall also apply with respect to the payments in October 1994, 1995, and 1996, except that the payment shall be based upon the number of hours in pay status during the qualifying period divided by 2,080 hours, times the applicable amount specified in Article 22, Section 1.B. The eligibility date in 1994, 1995, and 1996 shall be October 2. The fiscal year is as defined in the PPRISM System. The qualifying period for the payments will be as follows: October 1994--9/26/93 through 9/24/94; October 1995--9/25/94 through 9/23/95; October 1996--9/24/95 through 9/21/96.

FOR THE EMPLOYER

/s/ Sharon J. Rothwell 3/18/94
Sharon J. Rothwell Date
Director, Office of the State
Employer

/s/ Susan O'Doherty 3/18/94
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 3/17/94
Victoria L. Cook Date
President, Local 31-M,
SEIU, AFL-CIO, CLC

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