



AGREEMENT
Between
MICHIGAN PROFESSIONAL
EMPLOYEES SOCIETY
and



THE STATE OF MICHIGAN
January 23, 1991
thru
December 31, 1993

Michigan, State of

12/31/93

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**LABOR AND INDUSTRIAL
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PREAMBLE

A. This Agreement, entered into this October 29, 1990 by and between the Office of the State Employer on behalf of the State of Michigan and its principal Departments and Agencies covered by this Agreement (hereinafter referred to as "Management," or "Employer") and the Michigan Professional Employees Society (hereinafter referred to as "MPES" or "Society"), shall be effective on the above date provided that it has been ratified by the State Employer, MPES, and the Civil Service Commission.

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

C. As used throughout this Agreement, the term "day" shall mean the days of the week, Monday through Friday, exclusive of paid holidays.

Article 2

PURPOSE AND INTENT

A. It is the purpose of this Agreement to express the negotiated agreements of the parties with respect to the wages, hours and terms and conditions of employment of the unit members covered by this Agreement; to recognize the continuing responsibility of the State to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of differences between employees and the Employer. The parties recognize that, except as otherwise provided in this Agreement, they are subject to the rules and compensation plan of the Michigan Civil Service Commission which are in effect on the date of ratification of this Agreement. The parties therefore adopt and incorporate herein such rules and compensation plan provided that the subject matter of such rules

and compensation plan is not covered in this Agreement. 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.

B. 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 Office of the State Employer and the MPES, and ratified by the Civil Service Commission.

C. No individual unit member or group of unit members, acting without the specific authorization of MPES, may alter, amend, or modify any provisions hereof. No individual Department or Agency of State Government, or group of such Departments or Agencies, acting without the specific authorization of the State Employer, may alter, amend, or otherwise modify any provision of this Agreement.

D. The Employer agrees that, in accordance with the Civil Service Commission Employee Relations Policy, terms and conditions of employment which are mandatory topics of bargaining which are in effect on the effective date of this Agreement will continue in effect throughout the life of this Agreement under the conditions upon which they were previously granted, unless otherwise provided for or abridged by this Agreement, or unless altered by mutual agreement between the Office of the State Employer and the Society through negotiations.

E. This Agreement, including its supplements and exhibits attached hereto (if any) concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Society and the Employer acknowledge and agree 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 Rule and/or Regulations. The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties hereto, and supersedes all prior agreements, and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term, provided that Article 2, Section D, shall not be impaired. All negotiable terms and conditions of employment not covered by this Agreement shall not be impaired. Nothing shall preclude the parties from meeting during the life of this Agreement and negotiating any mandatory topic of bargaining or other mutually agreeable subject.

F. If any provision of this Agreement or application thereof is found to be unlawful by a court of competent jurisdiction or by the Michigan Civil Service Commission, then that provision shall be null and void, but all other provisions shall remain in full force and effect. The parties agree in these cases to meet and negotiate those provisions which have been declared null and void.

Article 3

3

RECOGNITION

A. The State recognizes MPES as the exclusive representative for all unit members in the classifications contained in Appendix A. All supervisory, confidential, managerial, and employees assigned to other Bargaining Units, are specifically excluded from the Unit.

B. MPES agrees to fully and fairly represent all unit members included in the Bargaining Unit without regard to membership or non-membership in, or the participation or nonparticipation in the activities of, the Society.

C. Nothing in this Agreement shall preclude the Society from representing new classifications which may be established and included in the Scientific and Engineering Bargaining Unit by the Department of Civil Service. Nothing contained herein shall operate to preclude a challenge to the continued inclusion of existing classifications when a change in job assignments occurs.

D. Nothing in this Agreement shall preclude the parties from agreeing to add to or otherwise amend the terms of Appendix A.

Article 4

DUES DEDUCTION AND AGENCY SHOP

A. For the duration of this Agreement, the provisions of this Article shall be deemed valid to the extent permitted by the Michigan Civil Service Commission Employee Relations Policy Rule.

B. Dues Deduction. Upon receipt of a unit member's completed and signed dues deduction authorization form as specified in Appendix B, and subject to the provisions of paragraph C (1) below, the Employer will deduct those dues required as a condition of maintaining membership in the Society in good standing.

C. The authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the unit member's Appointing Authority Personnel Office. New authorization cards must be submitted by the 9th day of any pay period for deduction to be made the following pay period.

1. Deduction will be made only when the unit member is due sufficient biweekly earnings to cover the dues amount after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal Income Tax; State Income Tax; local and/or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled unit member's share of insurance premiums.

2. Membership dues shall be uniform in amount, and shall be as certified in writing by the Society's Executive Director to the Employer.

D. No unit member shall be required as a condition of continued employment with the State to join the Society.

E. Agency Shop Fee Deduction. Any unit member who voluntarily terminates his/her membership in the Society, or a unit member who has not submitted a valid dues deduction authorization form, or who does not produce proof of Society membership shall, within sixty (60) days of the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to MPES an Agency Shop Fee amount as described below, but not to exceed regular biweekly dues uniformly assessed against all members of the Society.

1. The Agency Shop Fee shall be the uniform membership dues reduced by any fees, charges, and/or assessments involving contributions for any political purposes whatsoever; and shall represent only the unit member's proportionate share of the Society's costs for negotiating and administering this Agreement.
2. The Agency Shop Fee obligation shall be fulfilled by the unit member signing, dating, and submitting to the Employer the form specified in Appendix B.
3. The payment of dues and fees to the Society as a condition of continuing employment shall not take effect until the Society notifies the Employer of the amount of the Agency Shop Fee to be deducted.

F. Compliance Procedure. The Employer shall automatically deduct from an employee's pay check and tender to the Society an Agency Shop Fee as provided in Section E after the following:

1. After thirty (30) days from date of the employee's hire, the Society has first notified the Employer in writing that the employee is subject to the provisions of this Section and has elected not to

become or remain a member of the Society in good standing and/or to tender the required service fee.

2. Within ten (10) work days from the date the Society so notifies the Employer, the Employer shall:
 - a. Notify the employee of the provisions of this Agreement;
 - b. Obtain the employee's response; and
 - c. Notify the Society of the employee's response.
3. In the event the employee fails to become a member of the Society in good standing, renew membership or sign the "Authorization for Deduction of Agency Shop Fee" card after the above, the Society may request automatic deduction by notifying the Employer, with a copy to the employee, certified mail, return receipt requested.
4. Upon receipt of such written notice, the Employer shall, within five (5) week days, notify the employee, with a copy to the Society, that beginning the next pay period it will commence deduction of the Agency Shop Fee and tender same to the Society.

G. Indemnification. The Society agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, costs, judgments, awards, and fees of any kind and arising from any source whatsoever which may arise as a result of actions taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

H. Revocation. Except as provided in paragraph N of this Article, nothing in this Article shall prohibit a unit member from terminating any dues deduction authorization. Such revocation shall not serve to waive the unit member's obligation to the Society as specified in paragraph E of this Article.

I. Remittance and Accounting. Dues deducted for any biweekly pay period shall be remitted to the Executive Director of the Society, with a list of the names of unit members for whom the deduction has been made. Upon written request, the Employer shall provide the Society a list of those unit members who have active dues deduction authorizations on file.

J. The Employer shall provide to the Society, upon written request but not more than quarterly, a computer report listing by Department/Agency, containing the following information for each unit member: name, social security number, street address, city, state, zip code, class number, class title, hire date, Department, Agency, mail code, TKU, appointment code, county code, and hourly rate. This listing shall be based on the active employee records during the first full pay period of the calendar year quarter.

K. The Employer shall, upon written request of the Society, provide a computer report listing unit members in the Bargaining Unit in alphabetical order by Bargaining Unit, Department, Agency, and class which indicates which unit members are on the Society Deduction and which unit members are paying an Agency Shop Fee to the Society and which, if any, are not paying either.

L. Requests for information shall be made by the Society to the Office of the State Employer. The Society will pay the full cost of all reports provided by the State pursuant to this Agreement.

M. Except as required by the Employee Relations Policy Rule, the Employer agrees and shall cause its designated agents not to illegally aid, promote, or finance any other labor or employee organization which purports to represent members of this Bargaining Unit, or make any agreements which undermine the Society 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 mandatory subjects of negotiations, any changes or modifications shall be made only after negotiations with the Society.

N. Maintenance of Society Membership. All unit members covered by this Agreement who have submitted a valid individual voluntary membership dues deduction authorization form to the Employer and have not revoked such authorization within twenty (20) days after the effective date of this Agreement in accordance with the provisions of this Article, and who do not avail themselves of the opportunity to terminate their authorization as provided in this Article shall, as a condition of continuing employment, honor such authorization until exercising their opportunity to terminate during the periods provided for in this Article.

Article 5

SECONDARY BARGAINING AND WORK RULES

A. There will be no secondary negotiations, as defined by the Employee Relations Policy Rule, on any issue unless specifically so delegated by the express written terms of this Agreement.

B. In the event any secondary negotiations are authorized by the parties any resulting agreements will take effect only upon ratification by the Society, the State Employer, and the Civil Service Commission.

C. Administrative leave for secondary negotiations shall be discussed at the departmental level. Under no circumstances shall a department which is not a party to the secondary negotiations be required to grant administrative leave to a unit member representing the Society in secondary negotiations.

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

E. Any work rule which is inconsistent with the specific written terms of this Agreement shall be null and void.

F. The Appointing Authority will provide copies of written work rules to the Society as soon as practicable.

1. The Society shall be provided a copy of the proposed work rule ten (10) days prior to its intended implementation date.
2. The Society shall be entitled to offer any comments or suggested modification it desires to the rule prior to its implementation.
3. Provisions of paragraphs 1 and 2 of this Section shall not be applicable during periods of emergency, provided, however, that the Society shall be advised by the Employer of the reason for the emergency.

G. Nothing in this Agreement shall operate to preclude any operating unit of the Employer from establishing work rules, provided the provisions of this Article have been observed.

H. Unit members are required to comply with all work rules.

I. Management reserves the right to amend or alter any work rule, and agrees that prior to implementation of any such amendments, it will implement the provisions of paragraph F above.

J. HEALTH AND SAFETY.

1. Continuation of Current Agreements. Secondary health and safety agreements in effect in the following departments will remain in effect until December 31, 1993.
 - a. Agriculture
 - b. Public Health
 - c. State Police
2. Health and Safety Committee. The Department of Natural Resources will establish a DNR/MPES Health and Safety Committee comprised of three (3) DNR Bargaining Unit members plus one (1) MPES staff representative and no more than four (4) Management representatives. The Committee will meet to discuss issues and concerns of Scientific and Engineering Bargaining Unit members in the area of health and safety.

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

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

K. The method of scheduling Bargaining Unit employees to shifts other than the day shift on a permanent basis shall be a proper subject for secondary negotiations.

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

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

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

M. Modified Work Schedules. The subject of a potential modified work schedule in Department of Public Health is a proper subject for secondary negotiations in accordance with this Article. The parties understand that the Department's operational need is the most significant factor in considering the scheduling of employees.

N. The parties shall meet to negotiate secondary agreements no later than ninety (90) calendar days after Civil Service Commission approval of this Agreement. These negotiations shall continue, with regular meetings as mutually agreed, for no longer than ninety (90) calendar days and may include mediation as agreed to by the parties or required by the Employee Relations Policy. Should the parties fail to agree on items properly referred to secondary negotiations, the outstanding items may be submitted to Impasse in a manner similar to Section 6-9 of Employee Relations Policy.

Article 6

6

LABOR-MANAGEMENT CONFERENCES

A. The parties agree that meetings may be desirable for the purpose of discussing problems which may arise out of the operation of this Agreement and other issues of concern to either party.

B. These meetings will not be used to circumvent the grievance procedure.

C. Either party may request that a conference be scheduled. Such meetings shall be conducted at mutually agreed times and places.

D. Administrative leave for unit members to attend such conferences will be provided only for that number of Unit members mutually agreed upon between the Employer and the Society.

E. Any understandings or agreements arising out of any conference provided under this Article shall be reduced to writing.

DISCIPLINARY PROCEDURE AND PERSONNEL FILES

A. The Employer reserves the right to reprimand in writing, suspend, discharge or take other appropriate disciplinary/corrective action against a unit member for just cause.

B. Allegations or other assertions of unacceptable unit member conduct, by supervisors or members of the public or other unit members, are not charges, but constitute a basis for investigation by the Employer.

C. A unit member is required to give prompt accurate answers to the extent possible, to any and all questions related to the issue under investigation put to him/her by the Employer.

D. A unit member shall have the right to a Society representative only as provided in subsections 1 and 2 below. There shall be no other exceptions to this rule. It shall not be the policy of the Employer to take disciplinary action in the course of an investigation unless, in the Employer's judgment, an emergency suspension or removal from the premises is warranted.

1. At any disciplinary conference as provided in this Article, the unit member shall be entitled to a designated Society representative.
2. In any investigatory interview with a unit member where two (2) or more management representatives are present, the unit member shall have the right to a designated Society representative.

E. The parties recognize that supervisors periodically review work performance with unit members. Such discussions are not investigations and are the prerogative and responsibility of the Employer. A unit member shall not have the right to a designated Society representative during such performance review.

F. Whenever a unit member is to be disciplined in accordance with the provisions of this Article, a disciplinary conference shall be scheduled, and the unit member shall be notified in writing of the

claimed violation and the possibility that a disciplinary penalty may be imposed.

G. At any disciplinary conference at which the unit member is entitled to Society representation, the representative must be notified and requested by the unit member. The representative shall be a Society staff employee or designee. Scheduling of a disciplinary conference shall not be unnecessarily delayed due to the right of representation.

1. The unit member shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Except in accordance with sections G(3) and H of this Article, a unit member shall be promptly scheduled for a disciplinary conference. The unit member shall have the right to make a written response to the results of the disciplinary conference which shall become a part of the unit member's personnel file.
2. The unit member shall be given and shall sign for a copy of the written notice of charges and disciplinary action. The notice shall advise the unit member of the right of appeal. The unit member's signature indicates only that the unit member has received a copy and is aware of the contents of the notice, but shall not indicate the unit member's agreement with the contents. Notice shall be served personally on the unit member, or sent to the unit member by certified mail, return receipt requested. If the unit member has received and signed for a written letter of reprimand, no notice is required.
3. In the case of a unit member dismissed for unauthorized absence, or who is physically unavailable (except for an approved leave of absence), a disciplinary conference need not be held; however, notice of disciplinary action shall be given as provided in paragraph G(2) above.

H. Nothing in this Article shall prohibit the Employer from imposing an emergency disciplinary

suspension and/or removal of a unit member from the premises for investigation or in cases where, in the judgment of the Employer, such action is warranted. As soon as practicable thereafter, investigation and the disciplinary conference procedures described herein shall be undertaken and completed. The Employer may suspend an employee for investigation. The suspension shall be superseded by disciplinary suspension, dismissal, or reinstatement within fourteen (14) calendar days. If the investigation is not completed at the end of fourteen (14) days, the suspension shall be extended with pay until the investigation and disciplinary conference procedures are completed. Should a subsequent disciplinary suspension result the days of suspension for investigation may be included as part of the penalty.

I. A unit member may be immediately suspended for any conduct whether on or off the job which results in one or more of the following: a) An indictment by a grand jury, or b) Prosecution on any charge punishable by one year or more imprisonment, or c) Prosecution on any charge, regardless of the punishment, that relates to theft, dishonesty or the performance of the unit member's official duties.

1. A unit member shall not be suspended upon issuance of a bench warrant for failure to obey an order of a court.
2. A unit member who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service without the necessity of further charges being brought.
3. The record from any trial or hearing may be introduced by the Employer in any grievance proceeding, including arbitration.
4. A unit member whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing, and made whole if previously suspended in connection therewith, unless disciplinary charges, if not previously brought, are filed within three (3) work days of receipt of official notice at the Central Personnel Office of the results

of the case, and appropriate action in accordance with this Agreement is taken against such unit member.

5. Nothing provided herein shall prevent the Employer from disciplining a unit member for just cause at any time irrespective of criminal or civil actions taken against a unit member or irrespective of their outcome.
6. Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this subsection, where the employee contends that the charge does not arise out of the job or is not related to the job.

J. Dismissal shall be effective on the date of the notice. A unit member who is dismissed shall not accrue any further leave or benefits subsequent to the date of the notice.

K. Where a decision is made to permit a unit member to resign in lieu of dismissal, the parties agree that the resignation and all matters related thereto shall not be subject to the grievance procedure.

L. There shall be only one official personnel file maintained on each unit member. Under no circumstances will a unit member's medical file be contained in the official personnel file; however, records of personnel actions based upon medical information may be kept in the personnel file.

M. A unit member shall be entitled to attach a written response to any written record of discipline or any written counseling record which is to be placed in the permanent personnel file, provided such attachment is provided to the Appointing Authority Personnel Office within ten (10) days of the date of the written disciplinary/counseling record.

N. Upon a unit member's written request, records of disciplinary actions issued subsequent to the execution of this Agreement shall be removed from the official personnel file twenty-four (24) months following the date on which the action was taken, provided that no new disciplinary action has occurred during such twenty-four (24) month period. Written reprimands and formal counseling memoranda/records

shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimands and/or counseling memoranda/records have been issued during such twelve (12) month period.

O. Paragraph N above shall not apply to records pertaining to unit member violations of the provisions of the Employee Relations Policy Rule.

Article 8

EMPLOYEE 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 unit member and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be recorded in the unit member's personnel file. Informal counseling shall not be subject to the grievance procedure.

B. Formal Counseling. When, in the judgment of the Employer, formal counseling is necessary, it may be conducted by the immediate supervisor. Formal counseling may include a review of applicable standards and policies, actions which are expected to be taken by the unit member to improve performance and/or conduct, and a reasonable time period established for correction and review.

1. A narrative description of formal counseling will be prepared, on a record of counseling form, a copy of which shall be given to the unit member, and a copy kept in the unit member's personnel file.
2. The unit member shall be required to sign for receipt of the record of counseling, but signature indicates only awareness of the existence of the record, not specific agreement with the contents.
3. The unit member shall have no right to be represented during formal counseling.
4. Formal counseling is not grievable beyond Step 3 of the grievance procedure.

C. There shall be no requirement that the use of either informal or formal counseling shall be a condition precedent to the Employer's use of disciplinary action.

Article 9

GRIEVANCE PROCEDURE

A. A grievance is a written complaint alleging a violation of a specific term or provision of this Agreement.

B. Nothing in this Agreement shall prevent a unit member from informally discussing a problem with the immediate supervisor prior to the filing of a written grievance as provided by the terms of this Article. All written grievances must be filed within ten (10) days of the occurrence of the alleged violation, or within ten (10) days from the date the grievant should have known of the alleged violation.

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

STEP ONE: IMMEDIATE SUPERVISOR.

D. A unit member will file a written grievance with the immediate supervisor. Written grievances must be filed on the form attached to this Agreement as Appendix C.

E. The immediate supervisor will respond to the grievant in writing within ten (10) days of receipt of the written grievance.

STEP TWO: MANAGEMENT OFFICIAL.

F. In the event the Step One response fails to solve the problem the unit member may, within ten (10) days of the date of the Step One answer, appeal in writing to Step Two.

1. The Department/Agency Step Two management official shall be as defined in Appendix C.

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

STEP THREE: DEPARTMENT/AGENCY PERSONNEL OFFICE.

G. If the matter is not resolved in Step Two, the grievant may appeal the grievance to Step Three of the procedure by filing an appeal from Step Two to the Department/Agency Personnel Office within ten (10) days from the date of the Step Two answer.

1. A copy of the appeal to Step Three must be forwarded by the grievant to the Office of the State Employer.
2. Management may establish a meeting for the grievant and the Society if requested by the grievant, within ten (10) days following receipt of the appeal at Step Three.
3. Management will provide a written response to the grievant within ten (10) days following receipt of the Step Three appeal, or within ten (10) days of a meeting with the grievant, if such meeting is held.

STEP FOUR: ARBITRATION.

H. If the matter is not resolved at Step Three, the Society may within ten (10) days of receipt of the Step Three answer, appeal the grievance to arbitration by filing written notice with the Office of the State Employer and the affected Department. Within 10 days of receipt of the Society's notice the Office of the State Employer shall request arbitration in accordance with the procedures specified herein. The Office of the State Employer shall provide copies of the request for arbitration to the affected Department and the Society.

1. During the negotiation of this agreement the parties mutually agreed upon a panel of arbitrators which will hear all grievances appealed to arbitration. The Arbitrators on this panel are as specified below:

Samuel McCargo	Mark Glazer
Keith Groty	Elliott Beitner
Richard Kanner	Joseph Girolamo

2. The Arbitrators designated above shall serve on a rotating basis.
3. During January of each year the Society has the right to remove one Arbitrator from the panel and the Office of the State Employer has the right to remove one Arbitrator from the panel. The Society and the Office of the State Employer will mutually agree upon the replacement Arbitrator(s).
4. Each request for arbitration shall require that the Arbitrator schedule the hearing within sixty (60) days of receipt of the request for arbitration. By mutual written agreement, the parties may waive the sixty (60) day time limit. Upon receipt of notice from the arbitrator that the sixty (60) day time limit cannot be met, the Office of the State Employer shall send a second request for arbitration to the next arbitrator on the list.
5. The Arbitrator will conduct the hearing in accordance with the Rules of the American Arbitration Association (AAA). Provisions of AAA Rule 44 (or its successor) notwithstanding, expenses for the Arbitrator shall be borne equally by the parties; however, each party shall be responsible for the costs of its own representatives and witnesses.
6. The Arbitrator's authority will be confined to the specific written provisions of this Agreement. The Arbitrator shall have no authority to add to, subtract from, modify, ignore, or otherwise amend any term of this Agreement.

The Arbitrator is without authority to review alleged violations of the Civil Service Rules protecting the merit principles of selection, classification, political activity or governing the employment relationship (Chapter 1, Chapter 3, Chapter 4 and Chapter 6 of the Rules of the Civil Service Commission as from time to time amended).

7. Employees who can give relevant and material testimony, which is not duplicative shall be subject to subpoena by the Arbitrator.
8. The Arbitrator's ruling will be binding on both parties and not subject to appeal to the Civil Service Commission.
9. Initial Probationary Employees. An initial service rating, reprimand, suspension, or dismissal of an initial probationary employee is not appealable beyond Step 3 of the grievance procedure.

I. In the event that management does not respond to a grievance within specified time limits, the grievance may be advanced to the next step. Failure of the grievant or Society to comply with the specified time limits contained herein will automatically terminate the grievance and preclude further processing.

J. Time limits may be extended only upon mutual written agreement of the parties. The parties may mutually agree to bypass any step of this procedure for the purpose of expediting the processing of any grievance.

K. Only the Society may advance a grievance to arbitration. No individual unit member or group of unit members shall have the right to advance any grievance to arbitration without the express authorization of the Society.

L. There shall be no grievance filed which alleges a fact situation substantially similar to that alleged in any unfair labor practice charge filed by the Society against the Employer.

M. Exclusive Procedure. The grievance procedure contained herein shall be exclusive and shall replace

any other grievance procedure for the adjustment of any disputes arising out of the administration of this Agreement. Disputes arising out of the operation of the Employee Relations Policy shall not be filed under the provisions of this Article.

N. Prohibition of "Self-Help". Unit members will fully and faithfully perform the responsibilities of their position while pursuing redress of grievances, shall comply with all supervisory/administrative orders and/or instructions, and shall have no right to resort to "self-help" in lieu of filing and processing a grievance. The only exception to this provision shall be circumstances where compliance with a supervisory or other administrative instruction, direction, or order would, based on clearly objective criteria, immediately endanger the unit member's health or physical safety, or where compliance would require the commission of immoral conduct or the violation of any statute.

O. Whenever possible, the grievant and Society representative shall utilize non-work time to consult and prepare. Where such arrangement cannot be made, the grievant and one (1) designated Society representative may utilize up to one-half (1/2) hour without loss of pay, for consultation and preparation immediately prior to any scheduled grievance meeting with management. Overtime is not authorized. The Employer is not obligated to compensate any unit member for grievance processing outside work hours.

P. The Employer agrees to establish an administrative leave bank of two hundred (200) hours per fiscal year to be used by the Society Grievance Committee. The Committee members shall be designated to the Office of the State Employer annually. The bank shall be used for working on the resolution of grievances. The Committee member must submit a written request to his/her supervisor at least two (2) weeks in advance. The request shall indicate the number of hours being requested. When such notice cannot be given, the release of the Committee member shall be contingent upon the operational needs of the Department, but shall not unreasonably be denied.

Q. Unit members who are required to participate in any grievance meeting with management, including arbitration, as grievant or as required witnesses, shall be released from work without loss of pay for the period of time required to participate in such

meeting. Upon completion of the unit member's participation in the meeting, he/she shall return to his/her work site and resume normal assigned duties.

Article 10

UNION RIGHTS

A. The Society will have the right to use the State's intra-agency mail distribution services for legitimate union business. The Society agrees that the intra-agency mail service will not be used for other purposes.

B. The Employer agrees to furnish space and install Society bulletin boards of mutually-agreed size, shape, and composition, for exclusive use of the Society.

1. The Society shall bear the full cost of purchasing the bulletin boards, and shall be responsible for their maintenance after installation.
2. All posted materials shall be signed and dated by the Society Executive Director or designee, and shall relate only to the matters indicated below:
 - a. Society recreational/social affairs;
 - b. Society appointments;
 - c. Society election information;
 - d. Society meetings;
 - e. Rulings or policies of the Society;
 - f. Committee reports;
 - g. Copies of official communications to the Employer;
 - h. Society newsletter;
 - i. Any other material authorized by the Employer or designee and the Executive Director of the Society or designee.

C. No partisan political literature nor materials defamatory to the Employer or the State of Michigan shall be posted or mailed through the intraagency mail system.

1. The bulletin boards shall be maintained by the President, Executive Director, or designee of the Society, and shall be for the sole and exclusive use of the Society.
2. The Employer will notify the Society of any posted materials which violate provisions of this Article. The Society will immediately cause such materials to be removed.

D. The Society shall have the right to use State buildings and conference rooms for union meetings, subject to prior approval of the agency involved. Society meetings on State premises shall be governed by the Employer's operational and security considerations and shall be confined to the approved locations.

E. Upon written request and with prior approval of Management, properly designated Society representatives shall be allowed time off without pay for legitimate Society business.

F. A unit member may elect to use annual leave credits, deferred hours, or compensatory time, to conduct Society business. Only the unit member may purchase back from the State the total cost to the State of such credits subject to the following:

1. Unit members shall be permitted annual leave, deferred hours, or compensatory time for absence from work for Society activity up to a maximum of their accrued credits.
2. The unit member may reimburse expended credits used in the previous calendar year by cash payment to the appropriate State authority.
3. The parties agree that "buy back" will not take place more than four (4) times per year.
4. The parties agree that the unit member's other benefits will not be adversely affected by the implementation of this Article.

5. Use of annual leave credits, deferred hours, or compensatory time is subject to the same approval requirements as for any other use of such time.

G. The Employer agrees to permit, pursuant to the following conditions, the use of Employer-paid time for the conduct of Society business and for certain training functions:

1. Executive Officers, Directors and up to ten (10) duly authorized Society members may collectively use up to one thousand (1,000) hours of administrative leave per fiscal year to conduct Society business. The Society shall designate to the Employer in writing the names of its Executive Officers, Directors and the ten (10) duly authorized Society members entitled to utilize the hours in this administrative leave bank. Administrative leave will be granted only in blocks of four (4) or more hours, not to exceed sixteen (16) hours per employee in any pay period. The unit member and the immediate supervisor(s) will mutually agree on the scheduling of this time so as to minimize the disruption of work schedules. In addition, the Society will normally make a written request for release of the unit members fourteen (14) calendar days in advance. The Society will send the request to the Appointing Authority or designee and the Office of the State Employer. The request will include:

- a. unit member name;
- b. unit member department;
- c. dates for release; and
- d. number of bank hours to be used.

The Department may deny the request if operational needs preclude release. The Society may change the designation of the Executive Officers or Directors and up to ten (10) duly authorized members by providing thirty (30) days notice to the Office of State Employer.

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

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

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

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

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

J. When the Michigan Departments of Labor and Public Health (MIOSHA) or the United States Department of Labor (OSHA) inspects state facilities in which bargaining unit members are employed, a Society representative shall be released from work without loss of pay to accompany the inspector in those parts of the facility where bargaining unit members are employed. Release of the Society representative shall be consistent with the operational needs of the Employer.

SENIORITY

A. Definition. Seniority shall be defined to mean a unit member's total number of continuous service hours in the state classified service. Continuous service hours shall be as recorded in the Payroll Personnel System (PPS) Continuous Service Hours counter. Hours paid in excess of eighty (80) in a biweekly pay period shall not be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay, or layoff. For layoff and recall, the definition of seniority shall not include military service time earned prior to appointment to the state classified service, or service in any excepted or exempted position as provided for in Civil Service Rules dated May 1983, Sections 2-1 and 2-2 in state government which preceded entry into the state classified service.

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

C. Longevity Pay. If a unit member leaves employment in the state classified service and later is rehired, he/she shall receive no longevity pay. However, once such rehired unit member has been in continuous pay status for six (6) years, all previous service time shall be credited for longevity pay.

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

E. A unit member's continuous service hours shall be broken and not bridged when the unit member leaves state classified employment for reasons other

than layoff, suspension, lost time, or approved leave of absence. A unit member who leaves the state classified service because of layoff, suspension, lost time, or approved leave of absence shall have continuous service hours bridged for the time of such absence but only for a period of absence up to five (5) years. A break in service is any period of continuous absence, for one of the reasons cited in this paragraph, of more than five (5) years.

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

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

1. The list prepared in December shall be in effect from January 15 through July 14; the list prepared in June shall be in effect from July 15 through January 14.
2. Each unit member's seniority for each of the six (6) months periods shall be that which is indicated on the appropriate list.
3. Unit members shall notify the Appointing Authority of any error in such seniority list within ten (10) days of the date such list is made available for review by unit members. If no error is reported within the ten (10) days, the list will stand as prepared and shall thereupon become effective. Any error timely reported shall be corrected promptly.

4. When a layoff is being implemented, the Appointing Authority shall update such seniority lists no more than six (6) weeks prior to the effective date of the layoff. The updated list shall be used to determine the layoff and bumping rights of unit members scheduled for layoff.

H. Limitations. Initial probationary unit members shall not be granted, and shall not exercise, any seniority rights. Upon successful completion of the initial probationary period, such unit members shall receive credit for the hours accumulated during the probationary period.

Article 12

LAYOFF AND RECALL

A. The Society recognizes the exclusive right of the Employer to lay off Bargaining Unit members for such reasons as lack of funds, lack of work, administrative efficiency, including the right to determine the positions to be abolished or to remain vacant, the extent, effective date and length of such layoffs.

1. An Executive Order reducing Departmental spending and/or wage and salary appropriations, shall be conclusive as to the Employer's right to lay-off unit members.
2. Instructions by the State Budget Director to Departments and Agencies to reduce spending in preparation for lapses of spending authorizations necessary to balance the state's budget shall be treated, for purposes of this Article and Agreement, as conclusive as to the Employer's right to lay off unit members.
3. Paragraph P of this Article contains an alternative to indefinite layoff which may be invoked by the Employer.

4. No Arbitrator may attach any conditions to the use of indefinite layoffs or options provided herein which are not expressly provided in the language of this Article.

B. "Layoff from employment" shall be the term applied to a unit member who is out of a job by virtue of being laid off or bumped and who has exhausted or has no bumping rights.

C. Layoff, bumping and recall of unit members shall be exclusively governed by and in accordance with procedures set forth in provisions of this Article and this Agreement. However, such procedures shall not apply to temporary layoffs, which shall be governed in accordance with the section so entitled.

D. The expiration of a limited term appointment shall not be considered a layoff for purposes of this Article. A unit member with status acquired in a limited term appointment, and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department and in the same class as that from which the unit member was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a layoff list. This subsection shall not apply in the case of a continuing state unit member who accepted an appointment to a limited term position under the same Appointing Authority at a higher level; in this situation the service earned in the limited term position may be applied at the former (lower) level upon expiration of the limited term position.

E. The Employer will, when indefinite or temporary layoffs are being planned, inform the Society as soon as practicable and, upon written request, discuss the impact of such layoff on unit members.

1. The Employer shall furnish the Society written notice of the name, class title, current assignment location, and seniority of unit members holding positions scheduled for abolishment.
2. It is recognized that unit member choices and ultimate bumping rights preclude the Employer from providing information beyond what is required herein.

F. When layoffs and bumping are completed the Society shall be entitled to request and receive a completed list of bumps and layoffs from employment.

G. Voluntary Layoffs. When the Employer elects to reduce the work force, unit members within the affected classifications and layoff unit may request, in writing, preferential and layoff out of line seniority. Such voluntary layoff shall be for at least ninety (90) days. After this period, the laid off unit member's name shall be placed on recall lists in accordance with the provisions of this Article.

H. General Layoff Provisions. The Employer, in its sole discretion, shall determine those positions which are to be abolished or remain vacant. Layoff units and bumping procedures shall be defined for all bargaining unit positions within a Department/Agency as described in Appendix D of this Agreement.

1. Seniority for purposes of layoff, bumping, and recall shall be as defined in Article 11, paragraph A.
2. Excluded employees as defined by the Employee Relations Policy shall be permitted to bump back into the Bargaining Unit under procedures outlined in this Article. Seniority of excluded employees for purposes of bumping into the Bargaining Unit shall be computed as follows:
 - a. For bumping purposes, all excluded employees who moved from the rank and file of this Bargaining Unit to an excluded position prior to November 4, 1982 shall retain all continuous service hours for purposes of seniority earned up to November 4, 1982 plus not more than one thousand forty (1040) hours earned in such excluded position subsequent to November 4, 1982.
 - b. For bumping purposes, all excluded employees who move from the rank and file of this Bargaining Unit to an excluded position after November 4, 1982 shall retain all continuous service hours for purposes of seniority earned up to the effective date of

such appointment and thereafter up to 1040 hours earned in such excluded position.

- c. The seniority of excluded employees for purposes of bumping into the Bargaining Unit shall be the total continuous service hours as defined in Article 11, section A, regardless of the rank and file position in which the hours were accrued. An additional one thousand forty (1040) hours earned in the excluded position shall also be added to the seniority hours in accordance with section H(2)(a) or (b) of this Article, whichever is applicable.
 - d. Seniority of unit members who have earned time in an excluded position but are in the Bargaining Unit at the time of a layoff shall be their total continuous service hours as defined in Article 11, Section A.
 - e. Excluded employees who have bumping rights into the Bargaining Unit shall exercise bumping rights in the same manner as unit members. Specifically, an excluded employee shall be permitted to bump to a lower level in a class series if such employee has attained Civil Service status in a higher level in that class series.
 - f. Excluded employees who bump into the Bargaining Unit, are subsequently promoted to an excluded position and then are again affected by a reduction in force which will result in their bumping back into the Bargaining Unit shall have their seniority calculated as the total continuous service hours up to the most recent date such excluded employee moved to the excluded position plus not more than one thousand forty (1040) hours earned in the most recent appointment to such excluded position.
3. The Employer may lay off and recall out-of-line seniority because of Department of Civil Service approved Selective

Certification, or to maintain a Department/Agency affirmative action program which is currently in effect and approved by the Employer in accordance with directives or orders of the Governor, or in accordance with Michigan law.

4. Under no circumstances will unit members have bumping rights into any other bargaining unit unless specifically so provided by a reciprocal agreement with the exclusive representative. There shall be no bumping into the MPES unit except as provided herein.
5. The Employer may consider qualified laid off unit members for vacancies which the Employer intends to fill.

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

1. For purposes of this Article, the least senior position is defined as either a vacant position which the Employer intends to fill; or, in the absence of such vacancy, the position occupied by the least senior unit member.
2. Unit members occupying positions to be abolished shall be given written notice of layoff not less than ten (10) days prior to the effective date of layoff. Unit members who may be bumped as a result of the position abolishment may also be noticed. The unit member noticed for layoff shall, within five (5) days of receipt of notification, inform the Departmental/Agency Employer in writing of his/her irrevocable decision to accept layoff or exercise bumping rights in accordance with Appendix D. The Departmental/Agency Employer shall thereafter complete the bumping process.

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

1. The Primary Class is the class and level from which a unit member is initially laid off or bumped.
2. The Secondary Class is a class and level in the Bargaining Unit, other than the primary class, in which the unit member has achieved Civil Service status or has satisfactorily completed the required probationary period, and any lower level class in that class series.
3. A Layoff Unit Recall List is a list for each layoff unit, by class and level, of each unit member who has been laid off or bumped from a position in that Layoff Unit, and for which he/she is eligible under subsections 1 and 2 hereinabove, and has requested recall to such class and level.
4. A Departmental Recall List is a list by class and level, and by Layoff Unit of each unit member who has been laid off or bumped from a position in the Department and for which he/she is both eligible under subsections 1 and 2 hereinabove and has requested recall to such class, level, and layoff unit.
5. A Statewide Recall List is a list by class and level, and by county of each unit member who has been laid off or bumped from a position in the state classified service, and for which he/she is both eligible under subsections 1 and 2 hereinabove and has requested recall to such class, level, and county.

K. Construction of Lists. Each unit member who is laid off from state employment, or who bumps to a lower level within his/her class series, or to a former class series, shall have the right to have his/her name placed upon the Layoff Unit Recall List for the class and level from which he/she has been laid off or bumped (Primary Class) (See Appendix D for Recall Request).

1. In addition, such unit member shall have the right, upon written request to his/her Appointing Authority, to have his/her name placed upon the Layoff Unit

Recall List for a Secondary Class, if eligible.

2. Such unit member shall also have the right, upon written request as above, to have his/her name placed on the Departmental Recall List for the Primary and any Secondary Classes for which he/she is eligible, for each Layoff Unit in the Department at which he/she will accept recall.
3. Such unit member upon written request to his/her Appointing Authority as provided above, shall have the right to have his/her name placed on the Statewide Recall List for the Primary and any Secondary Class for which he/she is eligible, for each county to which recall would be accepted.
4. A unit member may add or delete his/her name from any Recall List without penalty at any time prior to being recalled, by giving written notice of such request to his/her Appointing Authority. Similarly, without penalty, a unit member may also add or delete a Layoff Unit or county to which he/she had requested recall prior to being recalled.

L. Recall from Layoff. The provisions of this section shall be applied subject to the exceptions listed in section H(3) above of this Article. Notice of recall shall be sent to the unit member at his/her last known address by registered or certified mail.

1. When the Employer intends to fill a vacancy by recall, the Employer shall recall the most senior unit member who is on the Layoff Unit Recall List for such classification and level.
2. If no unit member is on such layoff unit recall list, the Employer shall recall the most senior unit member from the Departmental Recall List for the class and level who has designated the Layoff Unit in which the vacancy exists as one to which he/she will accept recall.

3. If no unit member is on such Departmental Recall List, the Employer shall recall one (1) of the three (3) most senior unit members from the Statewide Recall List for the class and level who have designated the county in which the vacancy exists as one to which he/she will accept recall.
4. The unit member's right to recall shall exist for a period of up to five (5) years from the date of layoff.

M. Removal of Name From Recall Lists. If a unit member fails to respond within ten (10) calendar days from the date of mailing of the recall notice his/her name shall be removed from recall lists. In addition, his/her name shall be removed from recall lists as provided below:

1. A unit member who refuses recall to employment in his/her Layoff Unit in his/her Primary Class shall be removed from all recall lists as a voluntary resignation.
2. A unit member who accepts recall to employment in his/her Layoff Unit and his/her Primary Class shall be removed from all recall lists.
3. A unit member who refuses or accepts recall to a Secondary Class on the Layoff Unit recall list shall be removed from all lists for such Secondary Class.
4. A unit member who refuses or accepts recall to a Primary or Secondary Class on a Departmental Recall List shall be removed from the list(s) for such class except at the Layoff Unit from which he/she was laid off.
5. A unit member who refuses or accepts recall to a Primary or Secondary Class on a Statewide Recall List shall be removed from such list.
6. In the event a recall notice as provided in section L above is returned to the Employer as not received or as refused by the unit member, that unit member shall

be deemed to have refused to accept recall.

7. A unit member who failed to respond to a recall notice and who subsequently was removed from recall lists, may, within thirty (30) calendar days of such removal, request reinstatement on all appropriate recall lists in writing. After establishment of valid reasons for the failure to respond, the unit member shall be reinstated on all appropriate recall lists, but shall have only future recall rights.

N. Temporary Recall. In accordance with the provisions of this Article, unit members may designate agreement in writing to be recalled by Department/Agency Layoff Unit on a temporary basis when laid off. Temporary recall shall also be on the basis of seniority. A unit member who fails or refuses to accept temporary recall to a layoff unit previously designated shall be removed from that list. Removal from a Temporary Recall List shall be effected when a unit member refuses temporary recall, but shall not affect the unit member's place on a Permanent Recall List.

O. Layoff and Recall Information to MPES. The departmental Employer agrees to provide copies of relevant portions of seniority lists which the Employer uses to complete the layoff process. The departmental Employer further agrees to provide to MPES, upon written request, copies of any recall list(s) which were used to recall unit members.

P. Temporary Layoffs: Application of temporary layoffs. Temporary layoff may be invoked by the Employer under paragraph A above.

1. Temporary layoff shall not exceed thirty (30) days.
2. Unit members shall be laid off by inverse seniority order within the affected layoff unit(s) or; in a circumstance where not all work sites in a layoff unit are involved, by inverse seniority order within the work site; however, where the Employer determines to temporarily lay off all of the unit members in a Layoff Unit, it may do so provided that:

- a. The cumulative period does not exceed thirty (30) days; and
 - b. All unit members in the Layoff Unit shall be laid off in approximately equal numbers for an equal number of days.
3. Waiver. A unit member 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 or be recalled to any position other than the one from which the unit member was temporarily laid off. The maximum advance notice possible under the circumstances shall be provided.
 4. Nothing in this Article or Agreement shall preclude the parties from mutually agreeing to any other alternative(s) to indefinite layoffs of unit members.
 5. The Employer will continue to pay its share of the premium for group insurance programs for any unit member placed on temporary layoff, provided the unit member prepays his/her share of the premium. Accumulated annual leave and sick leave balances will be frozen during the period of the temporary layoff.

Q. Superseniority. Superseniority protection from layoff and bumping shall be granted for a total of thirty (30) unit members who must be members of either the Society's elected Executive Officers, the negotiating team or stewards duly designated by the Society. In no event shall more than five (5) unit members in any one Department be granted super seniority.

1. Under no circumstances shall a steward, Executive Officer or negotiating team member be entitled to layoff protection unless MPES has provided the departmental Employer with written notice of super seniority status at least thirty (30) days prior to the issuance of a layoff notice.

2. Such superseniority protection shall exist only while the affected unit member actually holds such office.

R. The Employer will make reasonable effort to fill Bargaining Unit vacancies by recalling laid off unit members before hiring new state employees.

S. Benefit Continuation During Layoff.

1. Unit members laid off as a result of a reduction in force may elect to prepay their share of premiums for medical, dental, vision and life insurance for two (2) additional pay periods after layoff by having such premiums deducted from their final pay checks. The State will pay the state's share of the premium for medical, dental, vision and life insurance for these two (2) pay periods for unit members electing this option. Election of this option shall not affect the laid off unit member's eligibility for health and life insurance coverage for twelve (12) months subsequent to layoff by directly paying the entire premium, as per current practice for the remaining eleven (11) months of the one (1) year period.
2. Unit members who are laid off, at the time of layoff, may elect to continue enrollment in the group basic and major medical plan (or alternative plan) by paying the full amount (100%) of the premium. Such enrollment may continue until the unit member is recalled or for a period of three (3) years, whichever occurs first. Such unit members may also elect to continue enrollment in the group dental and/or group vision plans by paying the full amount (100%) of the premiums. Such enrollment may continue until the unit member is recalled or for a period of eighteen (18) months, whichever, occurs first. In accordance with paragraph 1. of this Section, the Employer shall pay the Employer's share of such premiums for two (2) pay periods for unit members selecting these options.

T. Annual Leave Buy Back. Laid off unit members who are rehired from layoff to a permanent position in a different Department/Agency may elect to buy back up to eighty (80) hours of accrued annual leave which had been paid off. Unit members recalled to the Department/Agency from which they were laid off may elect to buy back any portion of annual leave up to the amount paid off. Unit members electing this option shall buy back annual leave at the returning rate of pay. Such payment shall be made to the Department/Agency making the original payoff. Such option may be exercised only once per recall, and must be exercised during the first thirteen (13) pay periods of the recall/rehire.

U. A unit member separated by reason of layoff may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the unit member elects to be paid off for the balance or until the unit member's recall rights expire, whichever occurs first. Payoff shall be at the unit member's last rate of pay.

Article 13

13

TRANSFER

A. Definitions.

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

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

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

1. Unit members shall be entitled to have their names placed on the vacancy transfer list by notifying the Personnel office in writing during the months of May and November. All such requests must be made in accordance with departmental procedures. The list compiled as a result of the requests received in May shall become effective on July 1 and remain in effect thru December 31. The list compiled as a result of the requests received in November shall become effective on January 1 and remain in effect through June 30.
2. Transfer lists shall be maintained by county. Unit members may make themselves available for transfer to up to five (5) counties. If a unit member declines a transfer to a county which he/she has requested, the Appointing Authority may remove such unit member from the transfer list for that county. A unit member may at any time remove his/her name from a transfer list by written notice to the Appointing Authority.
3. When the Appointing Authority intends to fill a permanent vacancy, the Appointing Authority shall review and consider the transfer list for the county where the vacancy is located. At the Appointing Authority's option, the vacancy may be filled by transfer.
4. The provisions of this Section shall apply only to unit members in levels IV through VI.

5. The Appointing Authority shall not pay relocation expenses when the Appointing Authority utilizes the vacancy transfer list to fill a vacancy.
6. The provisions of this Section shall apply only to transfers between positions at the unit member's current class and level and positions within the unit member's current Department.

Article 14

14

NON-DISCRIMINATION

A. The Employer agrees to continue its policy of opposing all forms of illegal discrimination based on race, creed, color, national origin, sex, age, physical handicap, height, weight, marital status, religion, or political belief.

B. The Society agrees to continue its policy of admitting all unit members otherwise eligible for membership and to represent all members without regard to race, creed, color, national origin, sex, age, physical handicap, height, weight, marital status, religion, or political belief.

C. There shall be no discrimination, interference, restraint, or coercion by the Society against any unit member because of membership or non-membership in, the payment or non-payment of any monies to, or the participation or non-participation in the activities of, the Society, or because of any activity permissible under either the Employee Relations Policy Rule or this Agreement.

Article 15

15

EDUCATION AND PROFESSIONAL DEVELOPMENT

A. Purpose. To establish procedures for reimbursement of unit members for the costs associated with continuing education through voluntary participation in job related courses.

B. Application. The provisions of this article shall apply to all unit members on a first come, first served basis in accordance with the terms specified herein.

C. Funds. The provisions of this Article shall be subject to the availability of departmental funds. Upon request, the Society shall be entitled to receive information regarding specific departmental tuition reimbursement programs/policies. In addition to receiving such written information, the Society may request a labor-management meeting with the Appointing Authority's designated representative(s) to review such materials and to review the availability of funds for fiscal year 1987-88 within a given Department.

D. Requirements and Procedures.

1. Full-time employees are eligible to apply for reimbursement if they have attained status, worked in a permanent position with the Department for at least six (6) months and are in satisfactory performance standing prior to the course starting date. Applicants must maintain assignment to a permanent position and be on the payroll at the completion of the course in order to qualify for reimbursement.
2. Application for reimbursement shall directly relate to the improvement, change, or college degree in a field of work which is job related or in preparation for a potential promotion which benefits the Department.
3. Accredited schools, institutes, academies, community colleges, colleges, and universities shall be considered as approved educational centers. Correspondence schools and "mail order" institutions will not be considered acceptable institutions for purposes of reimbursement.
4. Partial (50%) reimbursement may be provided for accredited job-related courses properly pre-authorized for reimbursement upon receipt of written verification of successful course

completion with a minimum grade of C or its equivalent. Such reimbursement shall be applicable to expenditures for tuition, books and lab fees. Verification of successful course completion shall be an authentic copy of the grade report. Such verification must be submitted within thirty (30) days of completion of the course. Incomplete courses and/or deferred grades will not qualify for reimbursements for tuition, books or lab fees.

5. No reimbursement will be made for travel, meals, lodging, or other miscellaneous fees or expenses.
6. No unit member shall receive reimbursement for more than two (2) courses in any one (1) semester or term.
7. For unit members receiving tuition payments, stipends or education grants from any other government agency or government source or from any scholarship foundation, reimbursement under this Article will be limited to that portion of the tuition which exceeds the amount of such payments, stipends or grants.

E. Educational Release Time.

1. Unit member initiated educational release time may be granted by the Appointing Authority for course attendance during the unit member's normal work hours subject to the following provisions:
 - a. The course is not otherwise available;
 - b. The course and unit member qualify under paragraph D;
 - c. The supervisor has determined that course attendance will not interfere unduly with work assignments and their timely and satisfactory completion;
 - d. Such release time must be authorized by the appropriate Bureau Director and Department Personnel Officer.

2. Development of adjusted work schedule:

- a. Estimated travel time must accompany course attendance time and be included in total educational release time requested;
- b. Adjusted schedule must indicate how release time is to be made up;
 - (1) Schedule developed must provide for minimal interference with on-going work assignments.
 - (2) Schedule developed must ensure that make up time is scheduled in productively efficient segments.
 - (3) A complete eighty (80) hour pay period must be actually accounted for in each biweekly period.
 - (4) Schedule must be approved by immediate supervisor.
- c. The unit member will be responsible for all expenses and course attendance time, inclusive of travel expenses and time, except as possibly reimbursed under paragraph D.
- d. Emergency work situations requiring the unit member's presence at work or court attendance requirements shall in all cases take precedence over class attendance.

F. Conference Attendance. Unit members shall be entitled to up to two (2) days administrative leave of absence per fiscal year to attend one (1) two day conference per year, or two (2) one day conferences subject to the following conditions:

1. The conference must be directly related to the unit member's professional development and must directly relate to the unit member's employment with the state.
2. Prior approval of the unit member's immediate supervisor shall be required. Operational needs and scheduling requirements may preclude attendance.

3. The Employer shall not be obligated to pay any fees, expenses, or any other costs associated with attendance at such conference.
4. The unit member must submit a written report to the Appointing Authority upon return from the conference indicating ways in which attendance served to enhance the unit member's professional development and/or abilities in his/her employment performance.
5. Provisions of this section do not apply to attendance at functions related to any aspect of the Society's exclusive representation function, and shall not apply to any conference which the unit member is required by the Employer to attend.
6. The decision of the Employer to grant or deny attendance at any conference shall not be precedential.

G. Professional Development Fund.

1. Amount. The amounts for the listed fiscal years are as follows:
 - a. Effective 10/1/89 the Employer shall establish a Professional Development Fund in the amount of \$50,000 to be jointly administered by the Society and the Employer.
 - b. Effective October 1, 1990 the Employer shall establish a Professional Development Fund in the amount of \$60,000 to be jointly administered by the Society and the Employer.
 - c. Effective October 1, 1991 the Employer will establish a Professional Development Fund in the amount of \$60,000 to be jointly administered by the Society and the Employer.

2. Eligibility.

The following conditions shall apply to eligibility for reimbursement from the fund.

- a. The employee must be in satisfactory performance status.
- b. The employee shall notify the supervisor and request leave to attend the conference, training or seminar at the same time that he/she requests Society approval for reimbursement from the Professional Development Fund. Such leave requests shall not be unreasonably denied.
- c. Operational needs of the Employer may preclude leave approval. However, if such approval has been granted and the employee has expended funds in reliance upon the leave approval, and the leave approval is subsequently rescinded, the Department shall reimburse the employee for the amount the employee has expended.
- d. The Department is under no obligation to approve administrative leave.
- e. The employee must have successfully completed his/her initial probationary period.
- f. Upon request, if administrative leave was granted to attend the conference, seminar or training, the employee will provide a brief report to the supervisor.
- g. The employee will comply with all DMB requirements for filing reimbursement requests.

TRAVEL EXPENSE REIMBURSEMENT

A. Travel Expense Reimbursement. In accordance with the October 1, 1983 Standardized Travel Regulations issued by the Departments of Civil Service and Management and Budget, and the general procedures of the Motor Transport Division, being Chapter 5, of the Department of Management and Budget Administrative Manual, dated 6/24/81, except as expressly provided otherwise in this Article, unit members shall be entitled to travel reimbursements as described in section B of this Article.

B. Reimbursement Rates.

Effective October 1, 1990

1. <u>In-State Rates</u>	<u>Maximum</u>
a. <u>Meals and Lodging</u>	
Lodging (actual supported by receipts)	\$45.00 (plus tax)
Breakfast	\$ 5.00
Lunch	\$ 6.00
Dinner	\$12.75
b. <u>Per Diem System</u>	
Per Diem	\$55.50
Lodging (actual supported by receipts)	\$31.75
Breakfast	\$ 5.00
Lunch	\$ 6.00
Dinner	\$12.75
c. <u>Group Meetings</u>	
Lodging (Actual supported by receipts)	\$45.00 (plus taxes)
Breakfast	5.25
Lunch	10.00
Dinner	13.00

2. Out-of-State Rates

Los Angeles,
Chicago, Boston,
New York City
Washington, D.C.

a. Meals and Lodging

	<u>General</u>	
Lodging (actual supported by receipts)	\$68.00	\$81.50
	(plus tax)	(plus tax)
Breakfast	\$ 5.00	\$ 5.75
Lunch	\$ 7.50	\$ 8.25
Dinner	\$14.00	\$17.00

b. Per Diem System

Per Diem	\$65.75
Lodging	\$39.25
Breakfast	\$ 5.00
Lunch	\$ 7.50
Dinner	\$14.00

c. Meals on Trains

Breakfast	Applicable Schedule for In-state or Out-of- state
Lunch	
Dinner	

d. Sleeping Car Accommodations

Actual Costs

e. Tips

Tips for each occupancy (not day) in a hotel, motor hotel, or motel when porter service is regularly provided.	\$ 4.50
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3. Mileage Rates - Private Car

*a. Approved Private Car Use

\$00.06
above in
lieu of
rate

**b. Employee electing to drive private car in lieu of available state car.

MTD Mid
Size Car
Rate
(\$0.2575/mile)

*This rate will be adjusted on October 1 of each succeeding year of this Agreement beginning with October 1, 1985. The adjustment shall be based on the in lieu of rate as described immediately below. The reimbursement rate for approved private car use shall be six (6) cents above the in lieu of rate.

**The in lieu of rate shall be set at the Motor Transport Division mid-size car rate, and shall be automatically adjusted each succeeding year of this Agreement in accordance with the rate published by Motor Transport Division.

C. Exceptions to the travel rates contained herein may be granted by the Department of Civil Service, Office of Employee Benefits in accordance with the Standardized Travel Regulations (See Letter of Understanding).

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

1. Permanent employees who are designated as MDOT Schedule II employees on September 30, 1988 may continue under the provisions of the modified MDOT travel regulations. Such employees' Schedule II status will automatically terminate upon the acceptance of a promotion (not reallocation) or a voluntary transfer.

Such employees' Schedule II status shall remain in effect upon reallocation and/or reassignment. Employees who accept a promotion shall be eligible for relocation expense reimbursement in accordance with Article 17 of this Agreement.

2. Any employee designated as Schedule II may voluntarily change to the Standardized Travel Regulations at any time by indicating a desire to do so in writing. This decision shall be irrevocable.
3. All employees hired or recalled after October 1, 1988 shall be covered by the Standardized Travel Regulations.
4. Any MDOT Schedule II employee who voluntarily relocates closer to his/her official work station shall be eligible for relocation expenses in accordance with Article 17 of this Agreement. Such employees shall become subject to the Standardized Travel Regulations upon relocation.

RELOCATION EXPENSE REIMBURSEMENT

A. Relocation for the Benefit of the State (Employer Initiated Reassignment). Employees who on or after October 1, 1984 meet all the criteria listed in paragraph A, 1 through 3 shall be eligible for the relocation benefits provided in subsections (B) through (G) below.

1. Satisfactorily completed their initial probationary period;
2. Have commenced their first work assignment and thereafter are reassigned for the benefit of the state to a new work location more than twenty-five (25) miles away; and
3. Agree to continue employment at the new work location for a minimum of one (1) calendar year after reassignment.

B. Temporary Travel Expense. From the effective date of reassignment, the reassigned employee will be allowed meal and lodging expense reimbursement at rates in effect pursuant to Article 16, for up to sixty (60) calendar days at the new work location or until such time as the employee changes residence, whichever is less. In case of hardship in securing or occupying a new residence the Employer may, at its full discretion and as determined on an individual case by case basis, grant an extension of up to sixty (60) calendar days, but in no case shall the total period exceed one hundred eighty (180) days.

Employees returning to their residence at the prior work location during the sixty (60) day period (or its extension) will be reimbursed for the lesser of:

1. meals during those days; or
2. mileage charges for a personal car used in such commuting for the actual mileage between the points at the approved private car rate.

C. Trip to Secure Housing. A reassigned employee and one (1) additional family member shall be allowed up to three (3) round trips to a new official

work location for the purpose of securing housing. Travel, lodging and meals costs will be reimbursed up to a maximum of nine (9) days in accordance with the rates in effect pursuant to Article 16 of this Agreement.

D. Unit members who are moving into required housing will ordinarily not qualify for house hunting expenses or temporary living expenses at the new work station as outlined in subsections B and C above. If there are extenuating circumstances which arise requiring these expenses, such expenses may be reimbursed upon approval of the Appointing Authority.

E. Moving Time. An eligible employee shall be allowed two (2) days off without loss of pay for completing the move. This section shall not be construed to relieve the employee from any responsibility to report for work punctually and in a condition ready for work.

F. Moving of Household Goods.

1. The Employer will pay the transportation charges for normal household goods up to a maximum of fourteen thousand (14,000) pounds for a move. Charges for weight in excess of fourteen thousand (14,000) pounds must be paid directly to the mover by the employee.
 - a. Household Goods: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable food-stuffs subject to spoilage, building materials, fuel or other similar non-household good items.
 - b. Packing: The Employer will pay up to six hundred dollars (\$600) for packing and/or unpacking breakables. In addition to the above packing allowances, the Employer will pay the following accessorial charges which are required to facilitate the move: appliance

services; piano or organ handling charges; flight, elevator, or distance carrying charges; extra labor charges required to handle heavy items, e.g. pianos, organs, freezers, pool tables, etc. Arrangements for paying any additional packing requirements must be made and paid for by the employee only.

- c. Insurance: The carrier will provide insurance against damage up to sixty cents (\$.60) per pound for the total weight of the shipment. The Employer will reimburse the employee for insurance costs not to exceed an additional sixty five cents (\$.65) per pound of the total weight of the shipment.
- d. Enroute Charges: Charges for stopping in transit to load or unload goods and the cost of additional mileage involved to effect a stop in transit shall be paid by the employee. Extra labor required to expedite a shipment at the request of the employee shall be paid by the employee.
- e. Mobile Homes: The Employer will pay the actual reasonable cost for moving a mobile home if it is the employee's domicile, plus a maximum of five hundred dollars (\$500) allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the trailer, removal or replacement of skirting and utility connections will be paid by the Employer when accompanied by receipts. Actual moving costs include only the transportation cost, escort services when required by a governmental unit, special lighting permits, tolls and/or surcharges, but excludes moving of fuel tanks, out buildings, swing sets, etc., that are not secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by the negligence of the carrier, and to contents up to a value of five hundred

dollars (\$500). Additional excess valuation and/or hazard insurance may be purchased from the carrier at the expense of the employee.

The repair or replacement of equipment of the trailer, i.e., tire, axles, bearings, lights, etc., are the responsibility of the employee.

2. Truck or Trailer: In lieu of a common carrier, the Employer will reimburse the employee for reasonable truck or trailer rental charges, tolls and required surcharges incurred by the employee where the employee moves himself/herself.

G. Storage of Household Goods: The Employer will reimburse the employee for storage of household goods, as described in subsection F(1)(a) above, for a period not in excess of sixty (60) days in connection with a reimbursable move, at either origin or destination, but only when housing is not readily available.

Article 18

18

HOURS OF WORK AND OVERTIME

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

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

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

Day Shift - Starts between 5:00 am and 1:59 pm

Afternoon Shift - Starts between 2:00 pm and 9:59 pm

Evening Shift - Starts between 10:00 pm and 4:59 am

D. Meal Periods. Work schedules may provide for the work shift to be broken at approximately midpoint by an unpaid meal period of not less than thirty (30) minutes. This shall not preclude work schedules which provide for an eight (8) hour work day, inclusive of a meal period. The Employer may reasonably schedule meal periods to meet operational requirements.

E. No Guarantee or Limitation. This Article is intended to be construed only as a basis for scheduling, and shall not be construed as a guarantee or limitation on the number of hours scheduled to be worked per day or per work period.

F. Overtime.

1. Eligible Unit Members.

Unit members at the IV and V levels or below the 10 position comparison equivalent level shall be eligible for cash compensation for overtime hours worked.

- a. Overtime hours must be authorized by the Appointing Authority.
- b. Authorized overtime payment shall be paid to eligible employees for time worked in excess of forty (40) hours in a work week.
- c. Premium payment shall not be duplicated (pyramided) for the same hours worked. If a unit member works on a holiday, overtime compensation for the first eight (8) hours worked on the holiday is due and payable only after forty (40) hours worked in a work week.
- d. By mutual agreement between the unit member and the Appointing Authority, unit members at the IV and V level may earn compensatory time at the rate of time and one-half (1 1/2) for authorized overtime hours worked or be paid time and one-half (1 1/2) their hourly rate.

If the Appointing Authority does not permit the unit member to use accrued compensatory time credits before the

end of the fiscal year in which credits have been earned, at the Appointing Authority's option, the unit member may be paid in cash at the regular rate for the compensatory time credits unused at the end of the fiscal year.

2. Ineligible Unit Members.

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

- a. Such ineligible unit members shall be eligible to accumulate and liquidate, on a straight time basis, compensatory time for all authorized hours worked in excess of eight (8) hours per day and eighty (80) hours per pay period.
- b. No more than one hundred fifty (150) hours of authorized compensatory overtime can be earned in a fiscal year, except for unit members in the Department of Transportation. Compensatory time earned in a fiscal year must be liquidated by September 30 of each year or it will be cancelled. The exception is that any compensatory time earned in the last two (2) complete pay periods prior to September 30 may be carried forward to the next fiscal year if the unit member's work load prevents liquidation of the hours earned.
- c. If a Department's seasonal or operational needs prevent the unit member from liquidating compensatory time by the end of the fiscal year, it may be carried over into the next fiscal year, but must be liquidated by March 31, or it will be cancelled.
- d. Compensatory time must be used before annual leave unless the employee is near the cap and would lose accrued annual leave.

- e. The value of compensatory time is for equivalent time off only. Under no circumstances shall payment be made for unused compensatory time.
- f. In the Departments of Natural Resources and Transportation current practice of accumulating compensatory time shall remain in effect.

3. Exception.

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

- a. Employees who are designated by the Department of Natural Resources as responsible for responding to the Pollution Emergency Alerting System (PEAS) shall be covered by this section 3, exception for each emergency response which is not contiguous to the employee's regularly scheduled hours. The notice requirement of section F(3)(c) of this Article shall be waived for employees covered by this subsection a.
- b. The Appointing Authority determines that because of the nature of the work load in a particular departmental unit the payment of cash for overtime hours worked is necessary.
- c. If such a determination is made, the Appointing Authority shall provide a notice to the Society with a copy to the Office of the State Employer. The notice will include the reasons for the exceptions, the names of affected unit members, and the expected duration of the exception.
- d. If the exception is made to pay ineligible unit members for overtime, such unit members shall be paid as follows:

- (1) If their rate is less than or equal to the maximum rate for the Transportation Engineer VII, the unit member will be paid time and one half (1 1/2) for overtime.
- (2) If their rate is greater than the maximum rate for the Transportation Engineer VII, they will be paid time and one half (1 1/2) times the maximum rate of the VII level Transportation Engineer, or straight time, whichever is greater.
- (3) Premium payment shall not be duplicated (pyramided) for the same hours worked.

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

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

1. Employees at the V level and below shall be eligible for a minimum of three (3) hours call-back pay in the event such employees are called back to work.
2. Employees at the VI level and above shall be eligible for a minimum of three (3) hours compensatory time in the event such employees are called back to work.

If an employee has been placed on standby as provided by this Agreement, and is called back during that time, standby pay shall cease at the point in time the employee is called back. (See Article 25, Section C.)

H. P-Rate. Eligibility for P-rate shall be in accordance with Bureau of Classification Procedure 13, dated August 19, 1983.

PAID HOLIDAYS

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

<u>Day</u>	<u>Observance</u>
New Years Day	January 1
Martin Luther King	The third Monday in January
Presidents	The third Monday in February
Memorial	The last Monday in May
Independence	July 4
Labor	The first Monday in September
Veterans	November 11
Thanksgiving	The fourth Thursday in November
Day after Thanksgiving	The Friday following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Years Eve	December 31
Paid Personal Leave	Credited on October 1, of
Days	each year (to be used in same manner as annual leave Article 20, Section E).

B. Observance.

1. Holiday observance shall be in accordance with the schedule in Section A except as otherwise provided below in B(2) and B(3).
2. 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.
3. 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.

4. Equivalent provisions for time off for holidays falling outside the scheduled work week shall be made for unit members working other than a Monday through Friday schedule.

C. Eligibility.

1. Permanent full-time unit members regardless of their work schedule qualify for paid holiday absence by being in full pay status on:
 - a. Their last scheduled work day immediately preceding the holiday and their first scheduled workday following the holiday when both days fall within the same biweekly work period; or,
 - b. Their last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or,
 - c. Their first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period.
 - (1) A newly hired unit member shall not qualify for paid holiday absence for a holiday occurring or observed on the first scheduled work day(s) of the initial biweekly work period.
 - (2) A continuing unit member returning from layoff or leave of absence, whose first scheduled workday is the day after a holiday, shall qualify for paid holiday absence for the holiday.
 - d. The holiday itself, as demonstrated by actually working on the holiday.

D. Work on a Holiday.

1. The Employer may require unit members to work on a paid holiday. The Employer

specifically reserves the sole discretion to schedule or not schedule unit members on a paid holiday.

2. Payment for work on a holiday shall be in accordance with Article 18, Hours of Work and Overtime.
3. A unit member required to work on a holiday, may upon mutual agreement with the Appointing Authority, take another day in the same biweekly work period as a holiday.

Article 20

PAID ANNUAL LEAVE

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

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

Annual Leave Accrual Table

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

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

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

Solely for the purpose of additional annual leave and longevity compensation, a unit member shall be allowed state service credit for: employment in any excepted or exempted position as provided for in Civil Service Rules dated May, 1983, Sections 2-1 and 2-2 in state government which preceded entry into the state classified service; up to five years of honorable service in the armed forces of the United States subsequent to January 1, 1938, for which a military leave of absence would have been granted had the veteran been a state classified employee at the time of entrance upon military service. When a unit member separates from employment and subsequently returns, military service previously credited shall not count as current continuous state service for purposes of requalifying for additional annual leave or longevity compensation if the unit member previously qualified for and received these benefits.

D. Crediting. Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. When paid service does not total eighty (80) hours in a biweekly work period, the balance shall carry forward to subsequent biweekly work periods. No annual leave shall be authorized, credited or accumulated in excess of the schedule below except that a unit member who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with full back benefits by an arbitrator under Article 9, shall be permitted annual leave accumulation in excess of the schedule below. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or forfeited. If the unit member separates from employment for any reason during that one year grace period, the

unit member or beneficiary shall be paid for no more than the maximum as indicated below of unused credited annual leave.

No annual leave in excess of two hundred forty (240) hours shall be included in final average compensation for purposes of calculating the level of retirement benefits.

Annual Leave Accumulation Cap

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

E. Personal Leave Day.

1. Effective October 1, 1988, non-probationary unit members shall be entitled to two (2) personal leave days to be used in accordance with normal requirements for annual leave usage. These leave days shall be credited to annual leave balances on October 1, 1988, and thereafter on each ensuing October 1.
2. In addition, non-probationary unit members shall receive a one-time grant of an additional eight (8) hours of personal leave upon Civil Service approval of this Agreement as soon as administratively feasible provided no legislative waiver is required. If it is determined that a legislative waiver is required to provide such leave day prior to October 1, 1988, this one-time grant of eight (8) hours shall be made on October 1, 1988, and is in addition to the personal leave days granted under E(1) above.

PAID SICK LEAVE

A. Allowance. Every unit member in a permanent position shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted.

Sick leave shall be credited at the end of the biweekly work period in which eighty (80) hours of service is completed. Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned. When service credits (hours in pay status) do not total eighty (80) hours in a biweekly work period, the balance is forwarded to subsequent biweekly work periods.

Sick leave shall not be allowed in advance of being earned. If a unit member has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In the absence of sick and annual leave credits, payroll deduction (lost time) for the time lost shall be made for the work period in which the absence occurred. The unit member may elect not to use annual leave to cover such absence.

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

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

2. Sick leave may be used for absence caused by the attendance at the funeral of a relative, or person for whose financial or physical care the unit member has been principally responsible.
3. Sick leave may also be used for an appointment with a physician, dentist, or other professional licensed medical practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours. For purposes of this section, the terms doctor and other licensed medical practitioner shall include a psychologist and/or a chiropractor only if such practitioner is licensed by a state, and only if such appointment is a result of a direct referral by a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.).
4. A unit member may also use sick leave for a health screening appointment at an authorized Employer operated health screening unit.

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

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

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

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

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

E. Proof. All requests for use of sick leave shall be certified by the unit member as to its purpose. The Appointing Authority may require that a unit member, at the Appointing Authority's cost, present medical certification of physical or mental fitness to continue working.

F. Return to Service. Previous unused sick leave allowance shall be placed to the credit of a laid off unit member upon return to permanent employment within five (5) years of such layoff. A separated unit member who received payment for unused accumulated sick leave under this section and who returns to service shall not be credited with any previous sick leave allowance.

G. Transfer. Any unit member who transfers, or who is reassigned without a break in service from one principal Department to another shall be credited with any unused accumulated sick leave balance by the principal Department to which transferred or reassigned.

Article 22

22

UNPAID LEAVE

A. Eligibility. Unit members shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the successful completion of their probationary period.

B. Request Procedure. Any request for a leave of absence without pay shall be submitted in writing by the unit member to the unit member's immediate

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

The immediate supervisor shall consult with the Appointing Authority and furnish a written response within twenty (20) calendar days of the request.

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

A unit member may elect 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 forty (240) hours may be carried with the written approval of the Appointing Authority. Such leave balances shall be made available to the unit member upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

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

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

To qualify for such an educational leave, the unit member must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Before the leave of absence can become effective, a curriculum plan and proof of enrollment

must be submitted by the unit member to his/her Appointing Authority. At the request of the Appointing Authority, the unit member 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 unit member's field of employment. Such unit member may return early from such a leave upon approval by the Appointing Authority. The Appointing Authority shall approve or deny the request for leave of absence without undue delay. Any denial shall include a written explanation of the denial, if requested by the unit member.

E. Medical Leave of Absence. Upon depletion of accrued sick leave credits, a unit member upon request may be granted a leave of absence 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 unit member is in satisfactory employment status. The unit member's request shall include a written statement from the unit member's physician indicating the specific diagnosis and prognosis necessitating the unit member's absence from work and the expected return to work date.

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

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

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

G. Waived Rights Leave of Absence. The Appointing Authority may grant a waived rights leave of absence to a unit member in those situations when a unit member must leave his/her position for reasons

beyond his/her control and for which a regular leave of absence is not granted. Unit members do not have the right to return to State service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the unit member's Appointing Authority in writing specifying the reason for the request. A unit member granted a waived rights leave of absence may not carry any annual leave balance during such leave.

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

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

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

MISCELLANEOUS

A. The Employer will pay for one-half (1/2) of all contract printing costs.

B. Severance Pay. In recognition of the fact that the deinstitutionalization of the Department of Mental Health resident population has resulted and will continue to result in the layoff of a large number of state employees, and in recognition of the fact that such layoffs are likely to result in the permanent termination of the employment relationship the parties hereby agree to the establishment of severance pay for certain unit members. The severance pay shall be administered in accordance with the provisions of the Civil Service Compensation Plan and these provisions are incorporated into this Agreement by reference in their entirety.

C. Safety Shoes. When the Department requires that unit members wear approved safety shoes, the Department will provide such approved safety shoes in accordance with Departmental regulations. At the unit member's option, if safety shoes are required, the Department shall reimburse the unit members for the cost of approved safety shoes up to a maximum of \$55.00 per pair. Effective October 1, 1988 this amount shall be increased to \$70.00 per pair.

FRINGE BENEFITS AND INSURANCES

A. Group Basic and Major Medical Insurance Plan.

1. The Employer shall maintain the existing Group Basic and Major Medical Health Insurance coverages. The Employer shall pay ninety-five percent (95%) of the premiums for the Health Plan. The ninety-five percent (95%) rate shall become effective at the beginning of the first full pay period in March, 1987.

2. Reimbursement for out-patient psychiatric services under Major Medical shall be at ninety percent (90%) with a \$3,500 per person maximum benefit per year. This provision shall become effective on October 1, 1985.
3. Prescription drug coverage shall be on a participating pharmacy basis with a \$2.00 co-pay for each prescription filled. The Employer shall implement a mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. There shall be no co-pay for prescriptions filled through the mail order option.
4. The family deductible under Major Medical shall be \$100.00 per calendar year. (See Section B. (1) of this Article.)
5. The reimbursement under Major Medical shall be ninety percent (90%). (See Section B. (1) of this Article.)
6. Effective October 1, 1983, the "wear and tear" exclusion on durable medical equipment, orthotics and prosthetics, contained in the current health insurance plan, shall be removed.
7. The Health Benefits Plan will pay benefits for a private room only for the purpose of medically necessary isolation.
8. Health plan coverage for enrolled dependents will cease the thirtieth (30th) day after a unit member's death unless the covered unit member is eligible for an immediate pension benefit from the State Employee Retirement System.
9. Health Maintenance Organizations (HMO). As an alternative to the State-sponsored health insurance program, enrollment in an HMO shall be offered to those unit members residing in areas where qualified, licensed HMO's are in operation. The state shall pay the same dollar value contribution toward HMO membership (per enrolled employee) as is paid to the State-sponsored health insurance program for both unit member and unit member/dependent

coverage, except where the membership cost is less than the State-sponsored health insurance program premium. In such case, the State shall pay that rate published by the Department of Civil Service, which is currently one hundred percent (100%) of the HMO membership cost.

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

10. Effective 10/1/87, the Hearing Care Program shall be available to employees enrolled the Health Plan. Effective 10/1/89 the binaural hearing benefit shall be available to employees in this bargaining unit. Hearing care benefits are payable once in every thirty-six (36) consecutive months and subject to certain maximum allowable amounts.

B. Health Plan - Participating Provider Incentive (PPI) with all provisions effective October 1, 1988.

1. Effective October 1, 1988 the Major Medical co-pay of ten percent (10%) and \$50/\$100 deductible will be waived for employees/dependents who use participating providers (a participating provider as defined by Blue Cross Blue Shield). This is not applicable to chiropractic and out-patient psychiatric.
2. Effective October 1, 1988 the Blue Cross Blue Shield usual and customary par provider screen (UCR) will be adopted for all basic services. Employees who use non-par providers for these basic services will be responsible for any amount in excess of the BCBS UCR screen amount. There will be a stop loss amount of \$100 individual/\$200 family for these excess charges.
3. For Major Medical services, employees who use non-par providers will continue to be responsible for the \$50 individual/\$100 family deductible and the ten (10%) co-pay.

C. Prescription Drugs. Effective October 1, 1988 the BCBS MAC (maximum allowable cost) Program will be implemented for bargaining unit members enrolled in the State Health Plan. Generic substitutions will be used whenever there is a generic substitute available unless the physician specifies dispense as written (DAW). If an employee indicates that he/she wants a brand name drug to be dispensed and the prescription does not specify DAW, the employee shall be responsible for the difference between the maximum allowable cost and the actual cost plus the co-pay.

D. Program to reduce unnecessary utilization and distinguish elective and necessary treatment (The Plan). The Plan is a program to effectuate cost containment, without reducing the quality of health care, through modification of wasteful and excessive practices and procedures. The Plan shall be administered by a third party Administrator ("Administrator") and take effect October 1, 1985. It will consist of six (6) principal components: (1) Pre-Certification of hospital admission and length of stay; (2) Second Surgical Opinion Program; (3) Home Health Care; (4) Alternative Delivery Systems; (5) Generic Drugs; and (6) Preferred Provider Organization Health Care Option.

1. Pre-Certification of Hospital Admission and Length of Stay.

The Plan shall provide that, whenever a unit member or an enrolled family member is admitted to a hospital, the attending physician shall obtain pre-certification for admission and length of stay from the Administrator. If the admission is not an emergency, the attending physician shall submit the diagnosis, plan of treatment, and expected duration of stay to the Administrator for review prior to admitting the covered individual into a hospital. The Administrator shall promptly approve or reject the admission and length of stay. If the admission occurs as an emergency, the attending physician shall notify the Administrator of the same information by telephone on the next working day after the admission occurs. An admission for a maternity delivery does not require advance approval; however, the attending physician must notify the Administrator before the expected admission date to obtain length of stay approval.

There will be no reduction in benefit coverage during the life of this Agreement where the attending physician has failed to obtain pre-admission and length of stay certification. However, unit members, enrolled family members and physicians are required to observe the pre-certification requirements of The Plan beginning October 1, 1985. In the negotiations in the Summer of 1986, the parties agree to negotiate any establishment of limitations which will take effect on October 1, 1986.

Upon a decision of the Administrator that is unfavorable to the covered individual, the attending physician shall confer with a comparably credentialed physician designated by the Administrator. The administrator will establish the appeal procedure which the attending physician will use if there is a difference of opinion with the Administrator. If a unit member feels that his/her doctor has not adequately presented the case, the unit member may present his/her arguments.

2. Second Surgical Opinion

Effective 10/1/89, the Mandatory Second Surgical Opinion Program shall be modified as set forth herein and referred to as Focused Second Surgical Opinion. The Focused Second Surgical Opinion shall be part of the Precertification for hospital admission. A list of elective surgeries will be provided in the State Health Care Plan Benefit Booklet. This list of surgeries may be reviewed in the Labor-Management Health Care Committee, and upon mutual agreement modified.

The attending physician shall initiate the Second Opinion Referral at the time the physician contacts the Third Party Administrator for pre-certification for admission. Based upon the medical data provided and the procedure to be done, the physician shall be advised if a second opinion is required. If necessary, the employee or dependent will then be contacted to advise him/her of the second opinion requirement and to select a consultant from the panel. The appointment with the chosen consultant will be scheduled for the employee/dependent. The second opinion requirement will be waived when an

appointment with an appropriate consultant cannot be scheduled within three (3) weeks or as otherwise provided in this section. In the event that no Board certified specialist is available within 100 miles of the employee's residence, the second opinion requirement will be waived. If the unit member has to drive 51 - 100 miles one way from his/her residence to get the second opinion, the unit member shall be reimbursed for mileage for all of those miles over fifty (50) one way at the in lieu of rate then in effect.

The Plan shall provide full reimbursement for the second surgical opinion and necessary tests. If the second opinion differs from the first opinion, the covered individual may elect to seek a third opinion which shall be paid for in full by the Plan. Regardless of the outcome of the second or third opinion, surgical and other expenses for the hospital confinement shall be reimbursed in full up to the current benefit maximum.

While unit members, enrolled family members and physicians will be required to follow the Plan procedures beginning October 1, 1985, there will be no limitation on benefits during the life of this Agreement. The parties agree to negotiate any establishment of limitations during Summer of 1986 negotiations to take effect on October 1, 1986.

3. Home Health Care

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

4. Alternative Delivery Systems
The Plan shall also provide the option of hospice care and birthing center care in lieu of hospital confinement. Unit members and enrolled family members who elect hospice care and birthing center care shall be covered for one hundred percent (100%) of the expenses incurred.
5. Preferred Provider Organization Health Care Option
The parties agree that, at the request of either party, they will bargain in the Summer of 1988 over a preferred provider organization health care option which will take effect on Civil Service Commission action in the Fall of 1988.
6. The parties agree to establish a Labor Management Committee to review the procedures, communications materials which will be provided to unit members, and benefit booklets prior to the implementation of the Plan. These committee responsibilities shall commence during fiscal year 1984-85. The committee shall review procedural matters, however, any changes in the specific provisions of the plan as described herein shall be subject to negotiations.

During fiscal years 1985-86 and 1986-87 the committee will have the responsibility of reviewing and monitoring the progress of the actual implementation of the Plan on at least a quarterly basis or more often if needed.

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

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

7. During the negotiations in 1988 the parties discussed the possibility of implementing additional cost containment measures. The parties agreed to review a Laboratory Participating Provider Organization (Lab PPO)

arrangement and a Prescription Drug alternative Plan or Preferred Provider Organization arrangement. Upon successful conclusion of such review and upon mutual agreement between OSE and MPES, these modifications may be implemented effective 10/1/89.

8. Wellness and preventive coverage as follows:
 - A. Pap tests annually
 - B. Mammography in accordance with American Cancer Society guidelines.
 - C. Well Child Care through 24 months of age.
 - D. Annual exams from 24 months of age through age 19.
 - E. Immunization and lab tests through age 19.
9. Health Risk Appraisal.

Effective in Fiscal Year 1989-90, the Employer agrees to make a health risk appraisal program available, in cooperation with the Department of Civil Service, to bargaining unit members who wish to participate. Such program shall consist of a Health Assessment questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the Employer, the Union, or Third parties. The parties agree to meet and review the State's plans for extending such program to bargaining unit members (including a review of the State's experience under a pilot program) prior to its introduction to unit members.
- E. Group Dental Expense Plan.
 1. The Employer shall pay ninety percent (90%) of the applicable premium for unit members enrolled in the Group Dental Expense Plan.

Effective October 1, 1988, the Employer shall pay ninety-five percent (95%) of the applicable premium for unit members enrolled in the Group Dental Expense Plan.

2. Benefits payable under the Dental Expense Plan will be as follows:

ninety percent (90%) of actual fee or usual, customary and reasonable fee, whichever is lower, for restorative, endodontic, and periodontic services (x-rays, fillings, root canals, inlays, crowns, etc.).

3. Covered Dental Expenses. The dental expense plan will pay for incurred claims for unit members and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the dental expense plan up to a maximum of \$1,000 for each covered person in each twelve (12) month period exclusive of orthodontics for which there is a separate \$1,250 lifetime maximum benefit.

Effective October 1, 1988 the separate lifetime maximum for orthodontics shall be increased to \$1,500.

4. The following services will be paid at the one hundred percent (100%) benefit level:

(a) Diagnostic Services:

Oral examinations and consultations twice in a calendar year.

(b) Preventive Services:

Prophylaxis -- Teeth cleaning two in a calendar year;

Space maintainers for children up to age 14.

5. The following services will be paid at the ninety percent (90%) benefit level:

(a) Radiographs:

Bite-wing x-rays once in a calendar year, unless special need is shown.

Full-mouth x-rays once in a five (5) year period, unless special need is shown.

(b) Restorative Services:

Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;

Gold inlay and onlay 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).

6. The following services will be paid at the fifty percent (50%) benefit level:

(a) Prosthodontic Services:

Repair or rebasing of an existing full or partial denture;

Initial installation of fixed bridge-work;

Initial installation of partial or full removable dentures (including adjustments for six (6) months following installation);

Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when five (5) years or more have elapsed since the date of the initial installation).

(b) Orthodontic Services:

Effective October 1, 1988 covered orthodontic services shall be paid at the sixty percent (60%) benefit level.

Minor treatment for tooth guidance;

Minor treatment to control harmful habits;

Interceptive orthodontic treatment;

Comprehensive orthodontic treatment;

Treatment of an atypical or extended skeletal case;

Post-treatment stabilization;

Separate lifetime maximum of \$1,250 per each enrollee;

Effective October 1, 1988 the separate lifetime maximum shall be \$1,500 per enrollee;

Orthodontic services for dependents up to age 19;

For enrolled employee and spouse, no maximum age;

Orthodontic services for dependents up to age 25, if the dependent is a full-time student.

- (c) Sealants: Effective October 1, 1990, the Dental Plan shall provide for sealants on permanent molars that are free of any restorations or decay. Sealant treatment shall be payable on a per tooth basis with the Plan paying 50% of the reasonable and customary amount of the sealant and the employee paying the remainder. Dependents up to age 14 shall be eligible for the sealant application in accordance with this subsection. The benefit shall be payable for only one application per tooth within a three year period. Under the Dental Point of Service PPO, the Plan will pay 70% of the reasonable customary amount.

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

<u>Benefit</u>	<u>Current Coverage</u>	<u>Enhanced Coverage</u>
Exams	100%	100%
Preventive	100%	100%
Radiographs	90%	100%
Fillings	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Simple Extractions	90%	100%
Complex Extractions	90%	100%
Prosthodontic Repairs	90%	100%
Other Oral Surgery	90%	90%
Adjunctive	90%	90%
Crowns	90%	90%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Sealants	50%	70%

Orthodontics	60%	75%
Annual Maximum	\$1,000	\$1,000
Lifetime Orthodontics	\$1,500	\$1,500

F. Vision Care Plan.

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

2. Plan payments for Participating Providers:

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

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

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

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

d. Contact lenses not medically necessary. The plan will pay a maximum of \$40 and the unit member shall pay any additional charge of the provider for such lenses. The co-payment provision under 2(b) is not required.

Effective October 1, 1988 the Plan will pay a maximum of \$60.

Effective October 1, 1989 the Plan will pay a maximum of \$75.00.

Effective October 1, 1990 the Plan will pay a maximum of \$90.00.

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

Medically necessary means (1) the member's visual acuity cannot otherwise be corrected to 20/70 in the better eye or (2) the member has one of the following visual conditions: keratoconus, irregular astigmatism or irregular corneal curvature.

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

3. Plan payments for Non-Participating Providers:

- a. Vision Testing Examination. The plan will pay seventy-five percent (75%) of the reasonable and customary charge after it has been reduced by the member's co-payment of \$5.00.
- b. Eyeglass Lenses. The plan will pay the provider's charge or the amount set forth below, whichever is less.

- (1) Regular lenses:
 - Single Vision \$13.00/pair
 - Rifocal 20.00/pair
 - Multifocal 24.00/pair

- (2) Contact lenses:
 - Medically necessary as defined in Section C above \$96.00/pair
 - Not medically necessary 40.00/pair

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

- (4) Additional charges for plastic lenses shall be \$3.00/pair plus benefit provided above for covered lenses.
- (5) Additional charges for tints equal to rose tints #1 and #2 shall be \$3.00/pair.
- (6) Additional charges for Prism lenses shall be \$2.00/pair. When only one lens is required, the plan will pay one-half (1/2) of the applicable amount per pair shown above.

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

G. Long-Term Disability.

1. The Employer shall maintain the existing group LTD insurance coverage.
2. A unit member may elect to enroll in a group plan of income protection in case of total non-work-related disability which guarantees income equal to two-thirds (2/3) of the unit member's current basic rate of pay (limited to a maximum payment of \$3,000 per month). Effective October 1, 1991, the maximum payment is \$3,500 per month. Payment begins after the use of the unit member's accumulated sick leave, but in no event before the fourteenth (14th) day of disability. If the unit member has fewer than twenty-three (23) days of accumulated sick leave when first insured, the income guarantee applies for a maximum of two years (Plan I). If the accumulated sick leave is twenty-three (23) days or more, the guarantee applies until age 70 is reached (Plan II).

Sick leave accumulations are reviewed biweekly. Plan I enrollees who then have more than twenty-three (23) days of accumulated sick leave are reclassified to Plan II. If the unit member has other employment-connected or group-sponsored income

benefits or is receiving Social Security disability payments, these are included as a part of the two-thirds percent (66 2/3%) guaranteed income.

3. The Employer shall pay a percentage of premium cost. This percentage varies for individual unit members according to applicable plan of insurance coverage.
4. There shall be a no waiting/qualifying period for a recurrence of the same disability within a sixty (60) calendar day period.
5. Effective October 1, 1988, the Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums for a maximum of six (6) months while such employee is receiving the LTD insurance benefit. The Employer agrees to pay one-half (1/2) of the cost of such rider.

Effective October 1, 1989 the Employer shall pay 100% of the Rider premium.

6. Effective October 1, 1988, part time and permanent-intermittent (PI) employees who work forty percent (40%) or more of full time will be eligible for LTD benefits. Premiums for less than full time employees shall be determined in accordance with the current LTD premium schedule for full time employees. The benefit level for employees who actually utilize the LTD benefit shall be based on the employee's average biweekly hours worked the preceding fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the employee's current hourly rate (the hourly rate in effect at the time the employee actually goes on disability leave). Eligibility for coverage shall be the first October 1 following completion of twelve (12) months of employment or at subsequent open enrollment periods which may be established from time to time.

H. Life Insurance.

1. The Employer shall pay one hundred percent (100%) of the unit member's premium for the policy, which shall have a death benefit equal to two (2.0) times annual salary rounded up to the nearest \$1,000.

The unit member shall pay one hundred percent (100%) of premium for dependents' coverage, which shall provide a death benefit of \$1,500 for the unit member's spouse, \$1,000 for children from age six (6) months to twenty-three (23) years, and \$250 for children from fourteen (14) days old but under six (6) months.

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

2. The unit member may elect to increase the basic dependent benefit for the spouse and children over six (6) months to \$5,000 and \$2,500 respectively by contributing a total premium of \$1.00 per pay period.
3. A unit member shall have the option of purchasing dependent life insurance coverage of \$10,000 for a spouse and \$5,000 for children. The entire cost of such coverage shall be borne by the unit member.
4. Effective October 1, 1990 a unit member shall have the option of purchasing dependent life insurance coverage of \$25,000 for a spouse and \$10,000 for children. The entire cost of such coverage shall be borne by the unit member.
5. In the event of a unit member's accidental death in the line of duty, the Employer will pay a death benefit of \$100,000, exclusive of what Workers' Compensation benefit may be owing.

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

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

K. There shall be an annual open enrollment period offered to unit members in each year of this Agreement.

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

M. The obligation to bargain over the provisions of this Article has been fulfilled for Fiscal Years 1990-91 and 1991-1992.

Article 25

COMPENSATION

A. Rates of Compensation.

1. Effective October 1, 1990, the base hourly rate in effect on September 30, 1990 for each Step in the Scientific and Engineering Unit pay ranges shall be increased by four percent (4%) rounded to the nearest cent.
2. Effective October 1, 1991, the base hourly rate in effect on September 30, 1991, for each Step in the Scientific and Engineering Unit pay ranges shall be increased by four percent (4%) rounded to the nearest cent.
3. Effective October 1, 1990, all VI and VII level Pharmacist classifications in the bargaining unit shall be assigned to the Physicist VI and VII level pay ranges.

4. This completes the parties' obligation to bargain Article 25, Section A, rates of compensation for Fiscal Year 1990-91 and Fiscal Year 1991-92.

B. Longevity. Effective October 1, 1985, the current method of paying longevity on December 1st of the year based on service credit as of October 1 will be converted to a system in which longevity payments are made the pay period following the unit member's "anniversary" date.

1. Eligibility. Each permanent employee shall receive longevity payment as provided in the schedule following completion of an aggregate of six years of continuous full-time classified service prior to October 1st of any year and continuing in subsequent years of such service. Effective October 1, 1988, the longevity payment schedule shall be increased by twenty-one percent (21%).
 - a. A permanent employee eligible for special credit for longevity for service in a non-elective excepted or exempted position in a principal department, the legislature or the supreme court, under Compensation and Fringe Benefits Rule 5-4.3d, shall receive such credit immediately upon entering the classified service. Proper documentation of such service shall be retained in the employee's personnel file.
 - b. A permanent employee eligible for special credit for longevity for honorable service in the armed forces of the United States under Compensation and Fringe Benefits Rule 5-4.3d shall receive such credit immediately upon entering the Classified Service.
 - (1) New employees must be advised by the Appointing Authority of the military service benefit upon hire.
 - (2) Once notified, it becomes the employee's responsibility to submit the required documentation within the seven hundred twenty (720) hour qualifying period for grant of

additional service credit retroactive to date of hire.

- (3) If the employee fails to submit the required documentation within the seven hundred twenty (720) hour qualifying period, credit will not be given retroactive to date of hire, but will be credited the first day of the pay period in which the documents are received by the Appointing Authority.
- (4) The following criteria shall be applied in determining eligibility for military service credit and entering the appropriate transactions in the Payroll Personnel System:
 - (a) Only active service for which the veteran has received an honorable discharge or other certified evidence of honorable active service shall be creditable. Any of the following documents would serve to provide such evidence.
 - 1) Certificate of Honorable Discharge
 - 2) Certified copy of Honorable Discharge
 - 3) Photostatic copy of Honorable Discharge
 - 4) Certificate of Honorable Active Military Service
 - 5) Certificate of Service
 - 6) Photostatic copy of Certificate of Service
 - 7) Report of Separation
 - 8) General Discharge Certificate

- (b) Only active military service in the armed forces of the United States subsequent to January 1, 1938 shall be considered.
 - (c) Active military service is considered active duty in any branch of the armed forces under conditions such that a regular military leave of absence would have been granted (under General Rule 2-5.3) had the veteran been a classified employee at the time the military tour of duty began.
 - (d) Military service need not be immediately prior to state employment.
 - (e) Military duty in a reserve component does not qualify for credit. However, the active duty time served for basic training while in a reserve component is creditable.
 - (f) Military service resulting from more than one tour of active duty may be combined, but shall not exceed the maximum of five (5) years allowable.
 - (g) Permanent classified employees (General Rule 2-16.2) regardless of their work schedule, are entitled to full credit for their active military service.
 - (h) Temporary classified employees (General Rule 2-16.3) are not entitled to military service credit.
- (5) The following conversion table must be used to adjust active military service to continuous state service hours:
- | | |
|---------|--------------|
| 1 year | = 2080 hours |
| 1 month | = 174 hours |
| 1 day | = 5.8 hours |

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

- c. Military Service credit, as provided under Compensation and Fringe Benefits Rule 5-4.3d, shall be credited as currently continuous service.
- d. Permanent employees who separate from state service and return and complete six (6) years (12,480 hours) of full-time continuous service prior to October first of any year shall have placed to their credit all previous state classified service earned since January 1, 1938.
- e. To be eligible for a full annual longevity payment after the initial payment, a permanent employee must have completed continuous full-time classified service equal to the service required for original eligibility, plus a minimum of one (1) additional year (2080 hours).
- f. Permanent employees rendering seasonal, intermittent or other part-time classified service shall, after establishing original eligibility, be entitled to subsequent annual payments on a pro rata basis for the number of full-time equated biweekly pay periods completed (multiples of 80 hours).
- g. For the purpose of determining both initial and subsequent eligibility, persons employed in regularly established permanent positions having a duration of twenty-one (21) or more biweekly pay periods but less than a full year; twenty-one (21) or as many more pay periods as constitute a full regularly recurring work year shall be credited as a full year.
- h. Employees granted leaves of absence with pay will have such time credited for longevity compensation purposes.

- (1) An employee who is receiving workers' compensation, plus the Commission's approved supplement to two-thirds (2/3) pay, will receive service credit in accordance with section 15, Disability Payment for Duty Incurred Injury. (Civil Service Commission Compensation Plan, October 1, 1984, section D, pages D-52 through D-54)
 - (2) An employee on a paid leave of absence as the result of an assault shall receive service credit for such absence in accordance with section 15, Disability Payment for Duty Incurred Injury.
 - i. An employee granted a leave of absence without pay shall not have a break in service for the purpose of this section but shall not receive service credit for the time of the leave of absence.
2. Payments. Payments shall be made in accordance with the table of longevity values (Appendix E) based on length of service and the longevity pay grade assigned the employee's class as of October 1.
- a. No active employee shall receive more than the amount scheduled for one (1) annual longevity payment during any twelve (12) month period except in the event of retirement or death.
 - b. Initial Payments. Employees qualify for their initial payment by completing an aggregate of six (6) years (12,480 hours) of continuous service prior to October 1. The initial payment shall always be a full payment (no proration).
 - c. Annual Payments.
 - (1) Employees qualify for full annual payment by completing two thousand eighty (2,080) hours of continuous service during the longevity year.

- (2) Employees who are in pay status less than two thousand eighty (2,080) hours shall receive a pro rata annual payment based on the number of equivalent pay periods completed during the longevity year. No pro rata payment shall be made for less than one biweekly work period (80 hours).
- d. Payments to employees who become eligible on October 1 of any year shall be made on the subsequent December 1; except that pro rata payments in case of retirement or death shall be made as soon as practicable thereafter.
- e. Lost Time Considerations.
- (1) Lost time is not creditable continuous service nor does it count in qualifying for an initial or an annual payment.
- (2) Employees do not earn state service credit in excess of eighty (80) hours in a biweekly pay period. Paid overtime does not offset lost time, except where both occur in the same pay period.
- f. Payment to Employees on Leave of Absence Without Pay and Layoff on October 1.
- (1) Employees qualifying for initial payment. If an employee completes six (6) years of continuous service and goes on a leave of absence or is laid off before receiving the initial payment, the employee shall receive it upon return from leave or layoff.
- (2) Employees qualifying for annual payment.
- (a) An employee on other than a waived rights leave of absence, who was in pay status less than two thousand eighty (2,080) hours during the longevity year, will receive a pro rata

annual payment based on the number of equivalent pay periods completed during the longevity year; such payment will be made on December 1 along with payments to other continuing employees.

- (b) An employee on a waived rights leave of absence will receive a pro rata longevity payment upon returning from leave.
- (3) Payment at retirement or death - An employee with twelve thousand four hundred eighty (12,480) hours of currently continuous service, who separates by reason of retirement or death shall qualify and receive both a terminal and a supplemental payment as follows:
- (a) A terminal payment, which shall be either: A full initial longevity payment based upon the total years of both current and prior service, if the employee has not yet received an initial longevity payment; or, a pro rata payment for time worked from the preceding October 1 to the date of separation, if previously qualified. The pro rata payment is limited to the number of fulltime equated biweekly pay periods completed (multiples of 80 hours).
 - (b) A supplemental payment for all time previously not counted in determining the amount of prior longevity payments. The supplemental payment is limited to the number of full-time equated biweekly pay periods completed (multiples of 80 hours).
 - (c) The amount of payment at retirement or death is determined as follows:

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

This is the remainder in 1) above.

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

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

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

E. Heights and Tunnels Premium. All unit members shall be eligible for \$1.00 per hour premium for each hour worked for a minimum of four (4) hours per day, for work in high structures in excess of forty (40) feet, requiring the use of scaffolding or safety harnesses; or work in pressurized tunnels (new construction or reconstruction). However, work performed from "safety buckets" (aerial equipment) is not considered high structure work. Work in "caissons" is not considered tunnel work.

Article 26

26

MANAGEMENT RIGHTS

A. It is understood and agreed by the parties that the Employer possesses the sole power, duty and right to operate and manage its departments, agencies, and programs and carry out constitutional, statutory and administrative policy mandates and goals. The powers, authority and discretion necessary for the Employer to exercise its rights and carry out its responsibilities shall be limited only by the express written terms of this Agreement, and then only to the extent so specifically limited. Any term or condition of employment other than the wages, benefits, and other terms and conditions of employment specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to determine, establish or modify.

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

1. Determine matters of managerial policy, mission of the agency, budget, the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or

transfer employees; discipline employees for just cause; and in cases of temporary emergency, to take whatever action management deems necessary to carry out the agency's mission.

2. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer.
3. Determine the size and composition of the work force, determine the work of unit members, determine the amount and type of work needed and, in accordance with such determination, relieve unit members from duty.
4. To devise the means and methods to continue its operations and to determine the methods and schedules of operation, the means, methods, and processes of carrying on the work including changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations affecting the operation of the work place.
6. Determine without restriction the qualification of unit members for any and all positions to be filled by the State.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new buildings, Departments, divisions or subdivisions thereof; and the location and/or relocation or closing of offices, Departments, divisions or subdivisions, buildings or other facilities.
8. Determine the financial policies, including all accounting and expenditure procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

10. To take whatever action deemed necessary to carry out governmental functions in event of emergency.
11. Utilize personnel, methods, and means in the most appropriate and efficient manner as determined by the State.

C. It is recognized by the parties to this Agreement that the Employer is prohibited by the Employee Relations Policy rule from negotiating the policies, practices and rules of the Civil Service Commission and Department Merit Principles relating to:

1. Original appointments and promotions specifically including recruitment, examination, certification, selection, appointments, and policies with respect to probationary periods.
2. The position classification system specifically including the classification of individual positions and groups of positions, position and classification qualification standards, establishment and abolishment of classifications, allocation and reallocation of positions to classifications, and determination of an incumbent's status resulting from position and/or classification reallocation and reassignment.

Article 27

27

NO STRIKE/NO LOCKOUT

A. The Society recognizes the responsibility of the State to provide for uninterrupted services to the public. Therefore, for the duration of this Agreement, neither MPES, either individually or through its members, nor any unit members covered by this Agreement, will authorize, instigate, condone, or take part in any strike, work stoppage, sit down, sit-in, slowdown or other concerted interruption of operations of services by unit members, and unit members will maintain the full and proper performance of duties in the event of a strike.

B. When the Employer notifies MPES by certified mail that any unit member(s) is (are) engaged in any such strike activity, MPES shall immediately inform such unit members that such activity is violative of this Agreement and contrary to the Employee Relations Policy.

C. The Employer agrees not to engage in any illegal lockout against unit members.

Article 28

WORKING OUT OF CLASS

A. The Employer may temporarily assign an employee to perform duties and responsibilities of a classification and/or level different from the employee's permanent classification.

B. An employee temporarily assigned duties and responsibilities of a classification and/or level different from the employee's permanent classification shall be compensated for working out of class in accordance with the provisions contained herein.

C. To be eligible for compensation for working out of class the employee must:

1. Be directed by the Employer to perform the duties and assume the responsibilities of a different classification and/or level; 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 permanent classification and/or level; and
4. Perform the temporarily assigned duties and responsibilities for more than ten (10) consecutive full work days.

D. Compensation shall be made as follows:

1. 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.

2. An employee temporarily assigned to a classification having a higher pay range than his/her permanent classification shall be paid as if he/she had received a promotion into such higher pay range, and shall be paid at the lowest salary step in the range for the higher class which provides a salary increase which is not less than the difference between the minimum and the first step in the range for the lower class involved.
3. For temporary assignments totaling more than ten (10) consecutive full days of actual work, the Employer agrees to pay the employee the higher rate as set forth above for the full time of such assignment(s), commencing with the first day of the employee's assignment.
4. For the purpose of calculation, any temporary assignment of less than one (1) full day shall not be considered an assignment to another classification.
5. An employee shall not be assigned to temporarily work out of class for more than one (1) ten consecutive day period per calendar year without being compensated at the appropriate higher rate for the full extent of the second or subsequent assignment(s).

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

1. An employee claiming to be working at a higher level within a recognized pre-authorized class series or pattern position is not entitled to compensation for working out of class.
2. An employee occupying a position downgraded for training is not entitled to compensation for working out of class.
3. If an employee is reallocated, such employee shall not be entitled to pay for working out of class.

4. The Employer shall not temporarily assign an employee to a supervisory position without the agreement of the employee.

F. 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.

G. Disputes related to working out of class shall be resolved in accordance with the following procedure:

1. In the event that an employee believes that he or she is working out of class, the employee shall notify the Appointing Authority in writing. A copy of the notice shall also be provided to the employee's immediate supervisor. The notice shall include the dates the employee believes he/she worked out of class and shall be accompanied by a position description. The original position description shall be given to the immediate supervisor and a copy shall be forwarded to the Appointing Authority.
2. The Appointing Authority shall investigate the employee's claim and shall provide the employee with a written response within twenty (20) work days of the receipt of the employee's notice.
3. If the employee is not satisfied with the Appointing Authority's response, the employee may file a written request for a position review and determination in accordance with Classification Procedure #12, (8/7/88) or its successor and a request for a position review in accordance with the provisions of Civil Service Rule 4-2.1a, as provided in Part 4, of the Civil Service Grievance and Appeals Procedure.
4. The maximum period of retroactivity for working out of class claims shall be ninety (90) work days preceding the date

the claim is received by the Appointing Authority.

H. Disputes between an employee and an agency as to whether the employee was directed to perform the duties and assume the responsibilities of a different classification and/or level, or as to the dates claimed to be worked out of class, shall be subject to the grievance procedure. All other disputes relative to the provisions of this Article shall be resolved in accordance with section G of this Article.

Article 29

29

COMPENSATION UNDER CONDITIONS OF GENERAL EMERGENCY

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

B. Administrative Determination. When conditions in an affected area or specific location warrant, state facilities may be ordered closed or, if closure is not possible because of the necessity to continue services, a facility may be declared inaccessible. The decision to close a state facility or to declare it inaccessible shall be at the full discretion of the Governor or his designated representative.

C. Compensation in Situation of Closure. When a state facility is closed by the Governor or his designated representative, affected unit members shall be authorized administrative leave for the period of the general emergency, or seven (7) calendar days whichever is less, to cover their normally scheduled hours of work during the period of closure. This provision shall not apply to employees who can be temporarily reassigned to another facility or are able to perform appropriate job responsibilities away from the facility.

Individual unit members working at facilities ordered closed may still be required to work to perform essential services during the period of closure. When such is the case, the unit member shall

be compensated in the manner prescribed for employees who work under conditions of declared inaccessibility.

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

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

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

When an employee is absent from a scheduled work period, a portion of which is covered by declaration of closure or inaccessibility, annual leave or compensatory time credits may be used to cover that portion of his/her absence not covered by administrative leave. If sufficient credits are not available, the employee shall be placed on lost time. Employees who are absent due to sick or annual leave usage or who have previously scheduled annual leave during the period of closure or inaccessibility shall not be entitled to administrative leave. If an employee is scheduled to return to work while the building remains closed or inaccessible the employee shall then be eligible for such administrative leave.

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

DEFERRED COMPENSATION

A. Deferred Compensation I. The Employer agrees to continue the Deferred Compensation I (457 Plan I) for bargaining unit employees.

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

Article 31

31

GROUP AUTO/HOMEOWNERS AND UMBRELLA INSURANCE

A. If the State of Michigan rebids the group auto, homeowners and umbrella insurance benefit and a contract is awarded to a successful bidder, the employees in this bargaining unit shall become eligible to participate in this benefit program as soon as administratively feasible.

Article 32

32

FLEXIBLE COMPENSATION PLAN

A. Employees in this bargaining unit shall be eligible for a pre-tax dollar deduction of group insurance premiums from gross pay.

B. Effective August 1, 1989 employees in this bargaining unit will be eligible to participate in the State of Michigan Dependent Care and Medical Spending accounts authorized in accordance with Section 125 of the Internal Revenue Service code. Enrollment period for the accounts is during the month of November.

Article 33

33

PROFESSIONAL FEES AND SUBSCRIPTIONS

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

Any such professional journals shall be sent to the employee at the employee's work address, shall be shared with employees at the work site and shall be considered the property of the Employer. In the event that the subscribing employee leaves his/her position, such subscription shall become the property of the Employer.

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

B. Effective October 1, 1990, unit members who maintain a license or professional certificate will be eligible for reimbursement of the attendant fees under the following conditions:

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

PLAN B DEFERRED HOURS

A. During fiscal year 1987-88 an employee in this bargaining unit shall have the option of cashing out up to fifty percent (50%) of his/her Plan B hours. In order to exercise this option, the employee must notify his/her Appointing Authority, in writing, that he/she wishes to cash out his/her hours and the number of hours for which he/she is requesting payment. This notice must be received by the Appointing Authority between October 1, 1987 and October 31, 1987. The payment for such Plan B hours shall be made to the employees within the first quarter of fiscal year 1987-88.

B. During fiscal year 1988-89 an employee in this bargaining unit shall have the option of cashing out up to fifty percent (50%) of his/her Plan B hours. In order to exercise this option, the employee must notify his/her Appointing Authority, in writing, that he/she wishes to cash out his/her hours and the number of hours for which he/she is requesting payment. This notice must be received by the Appointing Authority between October 1, 1988 and October 31, 1988. Employees who exercised this option under paragraph A above shall be entitled to receive payment for the remainder of their Plan B hours if they received payment for the first fifty percent (50%) during fiscal year 1987-88. The payment for such Plan B hours shall be made to employees within the first quarter of fiscal year 1988-89.

C. During Fiscal Year 1989-90 an employee in this bargaining unit shall have the option of cashing out up to fifty percent (50%) of his/her Plan B hours. In order to exercise this option, the employee must notify his/her Appointing Authority, in writing, that he/she wishes to cash out his/her hours and the number of hours for which he/she is requesting payment. This notice must be received by the Appointing Authority between October 1, 1989 and October 30, 1989. Employees who elect to receive the payoff and who have previously cashed out hours under paragraphs A or B above will be paid for all remaining hours. The payment for such Plan B hours shall be made to employees within the first quarter of Fiscal Year 1989-90.

D. During Fiscal Year 1990-91 an employee in this bargaining unit shall have one final opportunity to exercise the option of cashing out up to fifty

percent (50%) of his/her Plan B hours. In order to exercise this option, the employee must notify his/her Appointing Authority, in writing, that he/she wishes to cash out his/her hours and the number of hours for which he/she is requesting payment. This notice must be received by the Appointing Authority between October 1, 1990 and October 30, 1990. Employees who elected to receive the payoff and who have previously cashed out hours under paragraph A, B, or C above will be paid for all remaining hours. The payment for such Plan B hours will be made to employees within the first quarter of Fiscal Year 1990-91.

Article 35

SUB-CONTRACTING

A. The Employer recognizes its obligation to utilize bargaining unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual services where necessary or desirable to provide cost-effective, efficient services to the public. The Employer may sub-contract work under one or more of the following situations:

1. If the required services or the products purchased are temporary, intermittent or irregular;
2. If the required services or the products purchased are uncommon to State employment because they are special, highly technical, peculiar or unique in character;
3. If the required services or the products purchased involve the use of equipment or materials not possessed by the Agency at the time and place required; or
4. If the required services or the products purchased would result in long term cost savings to the State.

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

C. Whenever the Employer intends to contract out or sub-contract services, the Employer shall, as

early as possible give written notice of its intent to contract or sub-contract to the Society. Such notice shall consist of a copy of the request made to Civil Service (CS-138) which shall include such matters as:

35

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

D. The Employer shall upon written request, meet and confer with the Society over the impact of the decision upon the bargaining unit. Such discussions shall not serve to delay implementation of the Employer's decision.

Article 36

36

INTEGRITY OF THE BARGAINING UNIT

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

Article 37

37

JOINT LABOR-MANAGEMENT ACTIVITIES

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

A. Insurance Committee. The parties agree to establish a Joint Study Committee to review the insurance benefit. The findings of this Committee shall be reported no later than June 30, 1991. The parties agree that a primary function of the insurance benefits committee will be to review the possibility of implementing a "Cafeteria" benefits plan for bargaining unit members.

B. Disability Management. The parties agree that the issue of Disability Management is a complex and difficult one which requires study. In addition, disability management policies and programs, when fully implemented, may require changes in some of the provisions of this Agreement. This project includes both the project director and the project labor-management work group. Nothing in this section is intended to preclude the parties from working, jointly or separately, to learn more about disability management and implementing mutually agreed upon programs. The parties agree that, in the event the state adopts a disability management program, the contract may be reopened for negotiations on this issue by mutual agreement.

C. Sustained Medical Crisis. The parties agree to establish a Joint Study Committee to identify, collect and share information on programs in existence which provide income continuation for employees during periods of a sustained medical crisis; the committee shall also consult with appropriate state officials to determine whether such a program would be feasible for Scientific and Engineering unit employees without increasing state costs. If so, the committee shall prepare a joint proposal for a pilot program for adoption by the State, the Society, and the Civil Service Commission. Such pilot program shall be prospective only, and shall make no benefit payable on a retroactive basis. The committee shall complete its work not later than June 30, 1991 and shall be dissolved on such date, unless continued by affirmative action of the parties on or before such date.

D. Respirator/SCBA Committee. During the negotiations the parties discussed the concerns expressed by employees who are required to wear a respirator or a self contained breathing apparatus (SCBA) during the course of their duties. The parties agree to establish a joint committee to study these concerns.

E. Elder Care. The parties will review the issue of elder care in the statewide Labor-Management Health Care Committee. The parties intend that the discussions begin during the meetings held during 1991. If the statewide Labor-Management Health Care Committee fails to address the issue of elder care during the 1991 meetings, the Office of the State Employer and the Society will establish a committee to conduct the review.

F. Sick Leave. The parties will review sick leave issues in this bargaining unit.

DURATION AND TERMINATION OF AGREEMENT

A. Effective Date.

This Agreement shall take effect on the date indicated in Article 1(A) and shall continue in full force and effect until midnight, December 31, 1993.

B. Negotiation of Successor Agreement.

The negotiation of a successor agreement shall require that the Office of the State Employer receive written notice by personal delivery or certified mail, return receipt requested of intent to commence negotiations for a successor agreement no later than April 1, 1993.

C. Compensation Negotiations.

The parties recognize that compensation for fiscal year 1992-93 must be negotiated during 1991. If the Society wishes to negotiate compensation for 1992-93, the Society must provide notice to the Office of the State Employer no later than June 1, 1991. Such notice must be provided by personal delivery or certified mail, return receipt requested.

D. Negotiation of Other Topics.

If the Society invokes the provisions of Section C of this Article, Article 13, transfer will be a mandatory topic of bargaining for those negotiations.

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

State of Michigan,
Office of the State Employer

Michigan Professional
Employees Society

By: 

By: 

By: 



1990 MANAGEMENT TEAM

MARIE SHAMRAJ (Office of the State Employer)
EDMUND TILLET (Office of the State Employer)
ARTHUR ANDREWS (Public Health)
JINGER ANDREWS (Transportation)
GEORGE CHILDERS (State Police)
BARBARA HENSINGER (Agriculture)
CHRIS HITCHCOCK (Commerce)
NORD JAMES III (Mental Health)
ROBERT RING (Natural Resources)

* * * * *



1990 BARGAINING TEAM

CALVIN FRAPPIER (Public Health)
BEN HALL (Natural Resources)
ROBERT MCKENZIE (Agriculture)
FRANK SPICA (Transportation)
GLORIA TAYLOR (Natural Resources)
STEVE URDA (Transportation)
HEIDE SCHAENZLE (MPES)
CHERYL SCHMITTDIEL (MPES)
PHILLIP THOMPSON (MPES, Executive Director)

<u>Class Number</u>	<u>Class Title</u>
6060104	Aquatic Biologist IV
6060105	Aquatic Biologist V
6060106	Aquatic Biologist VIB
6070107	Aquatic Biologist VII
6079707	Aquatic Biologist (Specialist) VII
6079708	Aquatic Biologist (Specialist) VIII
6079709	Aquatic Biologist (Specialist) IX
6088110	Aquatic Biologist (Specialist) X
6063404	Archaeologist IV
6063405	Archaeologist V
6063406	Archaeologist VIB
6073807	Archaeologist VII
6078907	Archaeologist (Specialist) VII
6078908	Archaeologist (Specialist) VIII
6060204	Architect IV
6060205	Architect V
6060206	Architect VIB
6070207	*Architect VII
6070208	*Architect VIII
6070209	*Architect IX
6075207	Architect (Specialist) VII
6075208	Architect (Specialist) VIII
6075209	Architect (Specialist) IX
6083710	Architect (Specialist) X
6079407	Licensed Architect VII
6079307	Licensed Architect (Specialist) VII
6079308	Licensed Architect (Specialist) VIII
6079309	Licensed Architect (Specialist) IX
6087710	Licensed Architect (Specialist) X
6063706	Aviation Specialist VIB
6074207	Aviation Specialist VII
6060304	Building Construction Specialist IV
6060305	Building Construction Specialist V
6060306	Building Construction Specialist VIB
6060307	Building Construction Specialist VII
6075307	Building Construction Specialist (SS) VII
6075308	Building Construction Specialist (SS) VIII
6075309	Building Construction Specialist (SS) IX
6083810	Building Construction Specialist (SS) X
6074007	*Clinical Health Scientist VII
6074008	*Clinical Health Scientist VIII
6075407	Clinical Health Scientist (Specialist) VII
6075408	Clinical Health Scientist (Specialist) VIII
6075409	Clinical Health Scientist (Specialist) IX
6083910	Clinical Health Scientist (Specialist) X
9401604	College Trainee (Bachelor's) IV
1986212	Electrical Engineer 12
1988511	*Electronics Specialist 11

6060406 Engineer VIB
 6070407 Engineer VII
 6070408 *Engineer VIII
 6070409 *Engineer IX
 6075507 Engineer (Specialist) VII
 6075508 Engineer (Specialist) VIII
 6075509 Engineer (Specialist) IX
 6084010 Engineer (Specialist) X
 6063604 Environmental Enforcement Analyst IV
 6063605 Environmental Enforcement Analyst V
 6063606 Environmental Enforcement Analyst VIB
 6074107 *Environmental Enforcement Analyst VII
 6074108 *Environmental Enforcement Specialist VIII
 6074109 *Environmental Enforcement Specialist IX
 6080910 *Environmental Enforcement Specialist X
 6060506 Environmental Engineer VI
 6070607 Environmental Engineer VII
 6070608 *Environmental Engineer VIII
 6070609 *Environmental Engineer IX
 6075707 Environmental Engineer (Administrative Asst.) VII
 6075708 Environmental Engineer (Administrative Asst.) VIII
 6075709 Environmental Engineer (Administrative Asst.) IX
 6084210 Environmental Engineer (Administrative Asst.) X
 6078307 Licensed Environmental Engineer VII
 6075607 Licensed Environmental Engineer (Specialist) VII
 6075608 Licensed Environmental Engineer (Specialist) VIII
 6075609 Licensed Environmental Engineer (Specialist) IX
 6085710 Licensed Environmental Engineer (Specialist) X
 6063804 Environmental Quality Analyst IV
 6063805 Environmental Quality Analyst V
 6063806 Environmental Quality Analyst VIB
 6074407 Environmental Quality Analyst VII
 6074707 Environmental Quality Specialist VII
 6074708 *Environmental Quality Specialist VIII
 6074709 *Environmental Quality Specialist IX
 6083310 *Environmental Quality Specialist X
 6060604 Environmental Sanitarian IV
 6060605 Environmental Sanitarian V
 6060606 Environmental Sanitarian VIB
 6070707 Environmental Sanitarian VII
 6070708 *Environmental Sanitarian VIII
 6075807 Environmental Sanitarian (Specialist) VII
 6075808 Environmental Sanitarian (Specialist) VIII
 6075809 Environmental Sanitarian (Specialist) IX
 6084310 Environmental Sanitarian (Specialist) X
 6063206 Facilities Engineer VIB
 6070807 Facilities Engineer VII
 6070808 *Facilities Engineer VIII
 6070809 *Facilities Engineer IX
 6076007 Facilities Engineer (Administrative Asst.) VII
 6076008 Facilities Engineer (Administrative Asst.) VIII
 6076009 Facilities Engineer (Administrative Asst.) IX
 6084510 Facilities Engineer (Administrative Asst.) X

6078207 Licensed Facilities Engineer (Specialist) VII
 6078208 Licensed Facilities Engineer (Specialist) VIII
 6078209 Licensed Facilities Engineer (Specialist) IX
 6086910 Licensed Facilities Engineer (Specialist) X
 6060704 Fisheries Biologist IV
 6060705 Fisheries Biologist V
 6060706 Fisheries Biologist VIB
 6070907 Fisheries Biologist VII
 6070908 *Fisheries Biologist VIII
 6070909 *Fisheries Biologist IX
 6076107 Fisheries Biologist (Specialist) VII
 6076108 Fisheries Biologist (Specialist) VIII
 6076109 Fisheries Biologist (Specialist) IX
 6084610 Fisheries Biologist (Specialist) X
 6063904 Food/Animal Industry Specialist IV
 6063905 Food/Animal Industry Specialist V
 6063906 Food/Animal Industry Specialist VIB
 6074807 *Food/Animal Industry Specialist VII
 6076207 Food/Animal Industry Specialist (SS) VII
 6076208 Food/Animal Industry Specialist (SS) VIII
 6076209 Food/Animal Industry Specialist (SS) IX
 6084710 Food/Animal Industry Specialist (SS) X
 6071207 *Forest Management Specialist VII
 6071308 *Forest Management Specialist VIII
 6071309 *Forest Management Specialist IX
 6076307 Forest Management Specialist (SS) VII
 6076308 Forest Management Specialist (SS) VIII
 6076309 Forest Management Specialist (SS) IX
 6084810 Forest Management Specialist (SS) X
 6061004 Forester IV
 6061005 Forester V
 6061006 Forester VIB
 6061104 General Engineer IV
 6061105 General Engineer V
 6061204 Geologist IV
 6061205 Geologist V
 6061206 Geologist VIB
 6071507 *Geologist VII
 6071508 *Geologist VIII
 6071509 *Geologist IX
 6076407 Geologist (Specialist) VII
 6076408 Geologist (Specialist) VIII
 6076409 Geologist (Specialist) IX
 6084910 Geologist (Specialist) X
 1986913 *Industrial Health Engineer 13
 6061304 Industrial Hygienist IV
 6061305 Industrial Hygienist V
 6061306 Industrial Hygienist VIB
 6071607 *Industrial Hygienist VII
 6071608 *Industrial Hygienist VIII
 6078807 Industrial Hygienist (Specialist) VII
 6078808 Industrial Hygienist (Specialist) VIII
 6078809 Industrial Hygienist (Specialist) IX
 6087410 Industrial Hygienist (Specialist) X

6061404 Laboratory Evaluation Specialist IV
 6061405 Laboratory Evaluation Specialist V
 6061406 Laboratory Evaluation Specialist VIB
 6061407 Laboratory Evaluation Specialist VII
 6061504 Laboratory Scientist IV
 6061505 Laboratory Scientist V
 6061506 Laboratory Scientist VIB
 6071707 Laboratory Scientist VII
 6071708 *Laboratory Scientist VIII
 6071709 *Laboratory Scientist IX
 6076507 Laboratory Scientist (Specialist) VII
 6076508 Laboratory Scientist (Specialist) VIII
 6076509 Laboratory Scientist (Specialist) IX
 6085010 Laboratory Scientist (Specialist) X
 6064104 **Land & Water Management Analyst IV
 6064105 **Land & Water Management Analyst V
 6064106 **Land & Water Management Analyst VIB
 6079007 **Land & Water Management Analyst VII
 6079107 **Land & Water Management Specialist VII
 6079108 **Land & Water Management Specialist VIII
 6079109 **Land & Water Management Specialist IX
 6087510 **Land & Water Management Specialist X
 6061604 Land Surveyor IV
 6061605 Land Surveyor V
 6061606 Land Surveyor VIB
 6071807 *Land Surveyor VII
 6071808 *Land Surveyor VIII
 6076607 Land Surveyor (Specialist) VII
 6076608 Land Surveyor (Specialist) VIII
 6076609 Land Surveyor (Specialist) IX
 6085110 Land Surveyor (Specialist) X
 6079607 Licensed Land Surveyor VII
 6079507 Licensed Land Surveyor (Specialist) VII
 6079508 Licensed Land Surveyor (Specialist) VIII
 6079509 Licensed Land Surveyor (Specialist) IX
 6087910 Licensed Land Surveyor (Specialist) X
 6061704 Landscape Design Specialist IV
 6061705 Landscape Design Specialist V
 6061706 Landscape Design Specialist VIB
 6071907 *Landscape Design Specialist VII
 6076707 Landscape Design Specialist (SS) VII
 6076708 Landscape Design Specialist (SS) VIII
 6076709 Landscape Design Specialist (SS) IX
 6085210 Landscape Design Specialist (SS) X
 6061804 Meteorologist IV
 6061805 Meteorologist V
 6061806 Meteorologist VIB
 6072107 Meteorologist VII
 6072109 *Meteorologist IX
 6076807 Meteorologist (Specialist) VII
 6076808 Meteorologist (Specialist) VIII
 6076809 Meteorologist (Specialist) IX

6061906	Metrologist VIB
6075007	Metrologist VII
6072208	*Metrologist VIII
6076907	Metrologist (Specialist) VII
6076908	Metrologist (Specialist) VIII
6076909	Metrologist (Specialist) IX
6050109	*Metrology Specialist IX
6062004	Microbiologist IV
6062005	Microbiologist V
6062006	Microbiologist VIB
6072307	*Microbiologist VII
6072308	*Microbiologist VIII
6077007	Microbiologist (Specialist) VII
6077008	Microbiologist (Specialist) VIII
6077009	Microbiologist (Specialist) IX
6085510	Microbiologist (Specialist) X
6062105	Pharmacist V
6062106	Pharmacist VIB
6072407	*Pharmacist VII
6072408	*Pharmacist VIII
6077107	Pharmacist (Specialist) VII
6077108	Pharmacist (Specialist) VIII
6077109	Pharmacist (Specialist) IX
6062204	Physicist IV
6062205	Physicist V
6062206	Physicist VIB
6072507	*Physicist VII
6072508	*Physicist VIII
6078607	Physicist (Specialist) VII
6078608	Physicist (Specialist) VIII
6078609	Physicist (Specialist) IX
6087310	Physicist (Specialist) X
6062304	Plant Industry Specialist IV
6062305	Plant Industry Specialist V
6062306	Plant Industry Specialist VIB
6072607	Plant Industry Specialist VII
6072608	*Plant Industry Specialist VIII
6062406	Public Utilities Engineer VIB
6072807	Public Utilities Engineer VII
6072808	*Public Utilities Engineer VIII
6072809	*Public Utilities Engineer IX
6077307	Public Utilities Engineer (Specialist) VII
6077308	Public Utilities Engineer (Specialist) VIII
6077309	Public Utilities Engineer (Specialist) IX
6085810	Public Utilities Engineer (Specialist) X
6064004	Research Biologist IV
6064005	Research Biologist V
6064006	Research Biologist VIB
6077407	Research Biologist (Specialist) VII
6077408	Research Biologist (Specialist) VIII
6077409	Research Biologist (Specialist) IX
6085910	Research Biologist (Specialist) X

6062504	Resources Specialist IV	
6062505	Resources Specialist V	
6062506	Resources Specialist VIB	
6072907	*Resources Specialist VII	
6077507	Resources Specialist (SS) VII	
6077508	Resources Specialist (SS) VIII	
6077509	Resources Specialist (SS) IX	
6086010	Resources Specialist (SS) X	
6062604	Soil Scientist IV	
6062605	Soil Scientist V	
6062606	Soil Scientist VIB	
6073107	Soil Scientist VII	
6079807	Soil Scientist (Specialist) VII	
6079808	Soil Scientist (Specialist) VIII	
6079809	Soil Scientist (Specialist) IX	
6088210	Soil Scientist (Specialist) X	
6063504	Statistician IV	
6063505	Statistician V	
6063506	Statistician VIB	
6073907	Statistician VII	
6073908	*Statistician VIII	
6073909	*Statistician IX	
6077607	Statistician (Specialist) VII	
6077608	Statistician (Specialist) VIII	
6077609	Statistician (Specialist) IX	
6086110	Statistician (Specialist) X	
6064204	**Toxicologist IV	
6064205	**Toxicologist V	
6064206	**Toxicologist VIB	
6079907	**Toxicologist VII	
6071007	**Toxicologist (Specialist) VII	
6071008	**Toxicologist (Specialist) VIII	
6071009	**Toxicologist (Specialist) IX	
6088410	**Toxicologist (Specialist) X	
6062704	Transportation Engineer IV	
6062705	Transportation Engineer V	
6062706	Transportation Engineer VIB	
6073207	Transportation Engineer VII	
6073208	*Transportation Engineer VIII	
6073209	*Transportation Engineer IX	
6082210	*Transportation Engineer X	
6077707	Transportation Engineer (Administrative Asst.) VII	
6077708	Transportation Engineer (Administrative Asst.) VII	
6077709	Transportation Engineer (Administrative Asst.) IX	
6086210	Transportation Engineer (Administrative Asst.) X	
6078507	Licensed Transportation Engineer VII	
6077207	Licensed Transportation Engineer (Specialist) VII	
6077208	Licensed Transportation Engineer (Specialist) VIII	
6077209	Licensed Transportation Engineer (Specialist) IX	
6086810	Licensed Transportation Engineer (Specialist) X	
6063304	Transportation Planner IV	
6063305	Transportation Planner V	
6063306	Transportation Planner VIB	
6073707	Transportation Planner VII	
6073708	Transportation Planner VIII	

6077807	Transportation Planner (Specialist)	VII
6077808	Transportation Planner (Specialist)	VIII
6077809	Transportation Planner (Specialist)	IX
6086310	Transportation Planner (Specialist)	X
6062806	Veterinarian	VIB
6073307	*Veterinarian	VII
6073308	*Veterinarian	VIII
6073309	*Veterinarian	IX
6077907	Veterinarian (Specialist)	VII
6077908	Veterinarian (Specialist)	VIII
6077909	Veterinarian (Specialist)	IX
6086410	Veterinarian (Specialist)	X
6062906	Wastewater Specialist	VIB
6073407	Wastewater Specialist	VII
6063004	Water Quality Specialist	IV
6063005	Water Quality Specialist	V
6063006	Water Quality Specialist	VIB
6073507	Water Quality Specialist	VII
6078007	Water Quality Specialist (SS)	VII
6078008	Water Quality Specialist (SS)	VIII
6078009	Water Quality Specialist (SS)	IX
6086510	Water Quality Specialist (SS)	X
6063104	Wildlife Biologist	IV
6063105	Wildlife Biologist	V
6063106	Wildlife Biologist	VIB
6073607	Wildlife Biologist	VII
6073608	*Wildlife Biologist	VIII
6073609	*Wildlife Biologist	IX
6078107	Wildlife Biologist (Specialist)	VII
6078108	Wildlife Biologist (Specialist)	VIII
6078109	Wildlife Biologist (Specialist)	IX
6086610	Wildlife Biologist (Specialist)	X

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

**These classes carry a Y-50 designation at the time of contract publication. The parties anticipate that these will be designated H-21 at the conclusion of the formal unit designation procedure. Inclusion of these classes in this appendix is for informational purposes only and is not intended to have any impact on any subsequent unit clarification hearings that may occur.

**MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY (MPES)
Authorization for Payroll Deductions of Membership Dues**

MISU Social Security Number Deduction Code

							E	H	0	1
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On this date, _____ 19_____, I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$11.95 in advance of each two-week pay period from any earned wages due me, until revoked by written notice, and to remit the same to the Michigan Professional Employees Society for payment of my Society dues. Consent is additionally hereby given to increase or decrease the specific sum of \$11.95 deduction each two-week pay period to that of any amount determined by the Society in accordance with the Constitution and By-Laws of the Michigan Professional Employees Society.

Signature of Employee _____

Name (Print) _____ Dept. _____

"Dues, fees, and assessments to MPES are not deductible as charitable contributions for federal income tax purposes. Dues paid to MPES, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code."

**MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY (MPES)
Authorization for Agency Shop Payroll Deductions**

MISU Social Security Number Deduction Code

							E	0	0	1
--	--	--	--	--	--	--	---	---	---	---

On this date, _____ 19_____, I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$11.35 in advance of each two-week pay period from any earned wages due me, until revoked by written notice, and to remit the same to the Michigan Professional Employees Society for payment of my Agency Shop Fee Deduction. Consent is additionally hereby given to increase or decrease the specific sum of \$11.35 deduction each two-week pay period to that of any amount determined by the Society in accordance with the Constitution and By-Laws of the Michigan Professional Employees Society.

Signature of Employee _____

Name (Print) _____ Dept. _____

"Dues, fees, and assessments to MPES are not deductible as charitable contributions for federal income tax purposes. Dues paid to MPES, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code."

GRIEVANCE STEP TWO MANAGEMENT OFFICIAL DESIGNATIONS

1. Department of Agriculture - Division Chief or designee
2. Department of Commerce - Bureau Head or designee
3. Department of Corrections
 - A. Office of Health Care - Associate Director or designee
 - B. Bureau of Facility Services - Director
4. Department of Labor - Bureau Director or designee
5. Department of Licensing & Regulation - Bureau Director
6. Department of Management & Budget
 - A. Bureau of Facilities
 1. Building Division - Division Head
 2. Technical Division - Division Head
 3. Property Management - Division Head
 - B. Bureau of Management Services
 1. Purchasing Division - Division Head
7. Department of Mental Health - Facility Director or designee
8. Michigan State Housing Development Authority - Personnel Director
9. Military Affairs
 - A. Camp Grayling - Camp Commander
 - B. National Guard Headquarters - Chief of Engineering & Facilities
10. Department of Natural Resources
 - A. Field Employees - Regional Director or designee
 - B. Central Office Employees - Div. Chief or designee
11. Department of Public Health - Division Chief or designee
12. Department of Social Services - Bureau Head or designee
13. Department of State - Bureau/Office Director
14. Department of State Police - Division Chief or designee
15. Department of Transportation
 - A. Field Employees - Senior District Engineer or designee
 - B. Central Office - Division Chief or designee
16. Department of Treasury - Bureau Director or designee

**SCIENTIFIC & ENGINEERING UNIT
GRIEVANCE FORM**

1. Department (Agency) _____
2. Grievance No _____ 3. Work Location _____
4. This is a direct appeal to Step 1 Step 2 Step 3

5. Name _____	Telephone _____	6. Class and Level _____	7. Social Security No. _____
8. Date and where dispute occurred _____		9. Contract Provision(s) Article(s) _____	Section(s) _____
10. Employee's statement of grievance 			
11. A just and fair solution of my grievance is: Grievant's Signature _____ Date given Supervisor _____ Society Representative's Name _____			
12. Received _____ STEP 1 SUPERVISOR'S ANSWER Signature _____ Date given Steward and Grievant _____			
13. GRIEVANT'S NOTICE OF APPEAL TO THE NEXT STEP This answer is not satisfactory. My reason for appealing is: Grievant's Signature _____ Date _____ Address _____ City _____ Zip _____			

Appendix C

OSE/H21-1

NOTE: Type or use ballpoint so all copies are legible.

These directions are intended as a guide. Please refer to Article VIII, Grievance Procedure.

WHO

DOES WHAT

Grievant

Fills out all of the information blanks at top of form OSE/H21-1, immediately above Step 1 Supervisor's answer. Item 9 must indicate the specific contractual provision which was allegedly violated.

Gives packet to Step 1 Supervisor.

Grievances involving demotion, suspension or discharge are appealable directly to Step 3 by forwarding the WHITE copy of the OSE/H21-1 to the designated Step 3 Official. Copies of grievances appealed directly to Step 3 shall be concurrently sent to the Department/Agency Personnel Officer and the Office of the State Employer by the Grievant.

Step 1 Supervisor

Calls Department/Agency Personnel Office for Grievance Number and places number on form.

Initials form next to date to indicate receipt of grievance, and gives GOLD copy to grievant.

Writes answer in section entitled "Step 1 Supervisor's Answer" in accordance with Agreement.

Distributes copies as follows:

PINK	— Grievant
CANARY	— Retains for File
GOLD	— Grievant
WHITE	— Grievant
BLUE	— Grievant

Grievant

If not satisfied with Step 1 answer, completes section entitled "Grievant's Notice of Appeal to Next Step."

Forwards PINK copy to Step 2 official.

Retains GOLD, BLUE, and WHITE copies for files.

**SCIENTIFIC & ENGINEERING UNIT
GRIEVANCE FORM**

1. Grievance No. _____ 2. Date received by Step _____ Official _____

3. Department/Agency _____ 4. Work Location _____

5. Name _____	Telephone _____	6. Social Security No. _____
7. Address _____	8. City _____	9. Zip Code _____

10. STEP _____ ANSWER

Signature of Step Official

Date given/mailed Grievant and Representative

11. NOTICE OF APPEAL TO STEP 3 STEP 4

Step 2 Step 3 answer is not satisfactory. My reason for appealing is:

Grievant's Signature _____ Date Sent _____

Designated Society Representative _____

H21-2

INSTRUCTIONS ON BACK

Appendix C

H21-2

NOTE: Type or use ballpoint so all copies are legible.

IF APPEALED TO STEP 2:

<u>WHO</u>	<u>DOES WHAT</u>
Step 2 Official	Fills out information blanks at top of form H21-2, entering date received. May conduct Step 2 Conference in accordance with Agreement. Writes answer in appropriate section, filling in blank indicating it is a Step 2 answer. GOLD — Grievant PINK — Grievant CANARY — Step 1 Supervisor GREEN — Retains for file WHITE — Grievant BLUE — Grievant
Grievant	If dissatisfied with the Step 2 Answer, completes section entitled "Notice of Appeal," checking the box for appeal to Step 3 and indicates that the Step 2 answer is not satisfactory by checking the Step 2 box. Returns PINK copy to Step 2 Official. Forwards WHITE copy of H-21-2 and H21-1 to Step 3 Official. Forwards BLUE copies of H21-1 and H21-2 to the Office of State Employer.

IF APPEALED TO STEP 3:

<u>WHO</u>	<u>DOES WHAT</u>
Step 3 Official	Fills out information blanks at top of form H21-2. May conduct a Step 3 Conference in accordance with Agreement. Writes answer in appropriate section, filling in blank indicating it is a Step 3 answer. Distributes copies as follows: GOLD — Grievant PINK — Grievant CANARY — Step 2 Official GREEN — Step 1 Official WHITE — Retains for file BLUE — Grievant
Society	If dissatisfied with the Step 3 answer, the Society may appeal to Arbitration in accordance with the provisions of Article VIII.

APPENDIX D

SCIENTIFIC/ENGINEERING UNIT

RECALL REQUEST

NAME _____ SS# _____

TELEPHONE _____

CURRENT CLASSIFICATION _____

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

I agree to accept recall to positions as indicated below:

- Any position in my current classification and level (Primary Class).
- Any position in a classification in the bargaining unit in which I have achieved Civil Service status (Secondary Class).
- I am interested in being considered for appointment to positions, for which I may be qualified, in the following classifications:

1. _____
2. _____
3. _____
4. _____

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

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

D

[] Alcona	[] Gratiot	[] Missaukee
[] Alger	[] Hillsdale	[] Monroe
[] Allegan	[] Houghton	[] Montcalm
[] Alpena	[] Huron	[] Montmorency
[] Antrim	[] Ingham	[] Muskegon
[] Arenac	[] Ionia	[] Newaygo
[] Baraga	[] Iosco	[] Oakland
[] Barry	[] Iron	[] Oceana
[] Bay	[] Isabella	[] Ogemaw
[] Benzie	[] Jackson	[] Ontonagon
[] Berrien	[] Kalamazoo	[] Osceola
[] Branch	[] Kalkaska	[] Oscoda
[] Calhoun	[] Kent	[] Otsego
[] Cass	[] Keweenaw	[] Ottawa
[] Charlevoix	[] Lake	[] Presque Isle
[] Cheboygan	[] Lapeer	[] Roscommon
[] Chippewa	[] Leelanau	[] Saginaw
[] Clare	[] Lenawee	[] Sanilac
[] Clinton	[] Livingston	[] Schoolcraft
[] Crawford	[] Luce	[] Shiawassee
[] Delta	[] Mackinac	[] St. Clair
[] Dickinson	[] Macomb	[] St. Joseph
[] Eaton	[] Manistee	[] Tuscola
[] Emmet	[] Marquette	[] Van Buren
[] Genesee	[] Mason	[] Washtenaw
[] Gladwin	[] Mecosta	[] Wexford
[] Gogebic	[] Menominee	
[] Grand Traverse	[] Midland	

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

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

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

Signature

Date

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below. (Layoff Unit map for the Department of Agriculture is on page 137 of this Agreement.)

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

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

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

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

Signature

Date

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

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

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

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

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

Signature

Date

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below. (Layoff Unit map for the Department of Natural Resources is on page 138 of this Agreement.)

- Region I
- Region II
- Region III

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

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

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

Signature

Date

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below. (Layoff Unit map for the Department of Public Health is on page 139 of this Agreement.)

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

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

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

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

Signature

Date

Department of Transportation

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

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

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

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

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

Signature

Date

Appendix D

DEPARTMENTAL LAYOFF UNITS AND BUMPING SEQUENCE

SCIENTIFIC/ENGINEERING UNIT

A. Layoff Unit Designations. Pursuant to provisions of Article XII of this Agreement, the following are the designated layoff units for all Departments/Agencies of State government which employ members of this unit.

1. Department of Mental Health - Agency
2. Department of Corrections:
 - a. Bureau of Correctional Facilities - All buildings of an institution which constitute a facility.
 - b. Bureau of Field Services - All buildings within a county.
3. Department of Transportation:
 - a. Subunit - A division within a bureau within a lay-off unit.
 - b. Layoff Unit - District, except for Lansing which includes the Secondary Complex and the Bureau of Aeronautics which shall be one layoff unit, Districts 1 and 2 shall be one layoff unit and Districts 3 and 4 shall be one layoff unit.
4. Department of Natural Resources: Each of the following regions shall be a separate layoff unit (see map on page 110):
 - a. Region I: Upper Peninsula
 - b. Region II: Upper lower Michigan
 - c. Region III: Lower lower Michigan
5. Department of Commerce - Statewide
6. Michigan State Housing Development Authority Statewide
7. Department of Labor - County
8. Department of Military Affairs:

- a. Zone 1 - Area of the state north of a line between Bay City and Shelby (M-20) to include the Upper Peninsula.
 - b. Zone 2 - Area of the State south of a line between Bay City and Shelby (M-20).
9. Department of Agriculture - One of the seven geographical areas established by the Department as of October 1, 1981 (see map on page 109).
 10. Department of State Police - County, except for Ingham and Eaton counties shall be one Layoff Unit, and the combined Wayne, Oakland and Macomb Counties shall be one Layoff Unit.
 11. Department of Management and Budget - County except that Ingham and Eaton Counties shall be one Layoff Unit.
 12. Department of Licensing and Regulation - County
 13. Department of State - By County by Organizational Unit as follows:
 - a. Office of the Secretary of State
 - b. Office of Hearings and Legislation
 - c. Office of Driver and Vehicle Administration
 - d. Bureau of Automotive Regulation
 - e. Bureau of Department Services
 - f. Bureau of State Services
 14. Department of Treasury - Statewide
 15. Department of Public Health - Region as defined by Civil Service for purposes of employment availability (see map on page 111).
 16. Department of Social Services - County
- B. The following general conditions shall apply to lay-offs in all Departments/Agencies of the Employer, and are intended to supplement the provisions of Article XII:
1. Unit members exercising bumping rights must meet the requirements of Section H.3 of Article XII of this Agreement.

2. Unit members shall be permitted to bump only within their same employment type (i.e., full-timers bump only less senior full-timers; part-timers bump only less senior part-timers; permanent-intermittent bump only less senior permanent-intermittent; etc.).
3. Level is defined as the position comparison equivalent level as determined by the Department of Civil Service.
4. A unit member who has exhausted all his/her bumping rights and does not have sufficient seniority to retain a position, shall be laid off.
5. The provisions for bumping shall not permit a unit member to bump to a higher level.
6. As a result of bumping downward a unit member shall not earn more than the maximum rate of the lower class bumped into or more than the rate previously earned in a higher class from which the unit member bumped. When a unit member bumps downward, he/she shall be paid at the step in the lower pay range which is the nearest to his/her previous pay without a pay increase.
7. For purposes of Article XII, a unit member shall be considered to be "qualified" if he/she has completed the initial probationary period in a class and level; and will be deemed qualified for lower levels within the same class series except as provided by Article XII and this Appendix. In addition, a unit member who has served satisfactorily in another class shall be considered qualified in that previous class and level as well as successively lower levels in that class series.
8. Positions in a class series which contain automatic level changes shall be considered to be in the same class and level.

C. Bumping Sequence by Department: These provisions shall apply to all unit members in all Departments. A Unit member shall have the right to bump into a former class series in a layoff unit at or below any level in which the unit member had satisfactorily completed a required probationary period. The unit member may exercise this right if he/she cannot bump down into a least senior position in the current class series or if, when bumping into a former class series he/she would receive a higher rate of pay than he/she would receive if such right were not exercised. If a bump to a former class series within the layoff unit is not possible, a unit member shall be able to exercise such right statewide in those departments where statewide bumping is an option in accordance with the bumping sequences specified in this section C.

1. Corrections/DNR/DMB/Social Services:

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

2. Agriculture/Pub. Health/Lic. & Reg./Department of State:

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

3. State Police:

- a. A unit member shall bump into the least senior position in his/her current class/level within the Layoff Unit. In addition, when there is more than one work unit within the layoff unit, the employee may also have the same bumping option within his/her work unit.
- b. If a is unavailable, the unit member shall have the option of bumping to the least senior position within his/her current class and level statewide or bumping into a least senior position at successively lower levels within his/her current class series within the layoff unit. In addition, when there is more than one work unit within the layoff unit, the unit member may also have the same bumping option within his/her work unit.

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

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

4. Mental Health/Military Affairs:

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

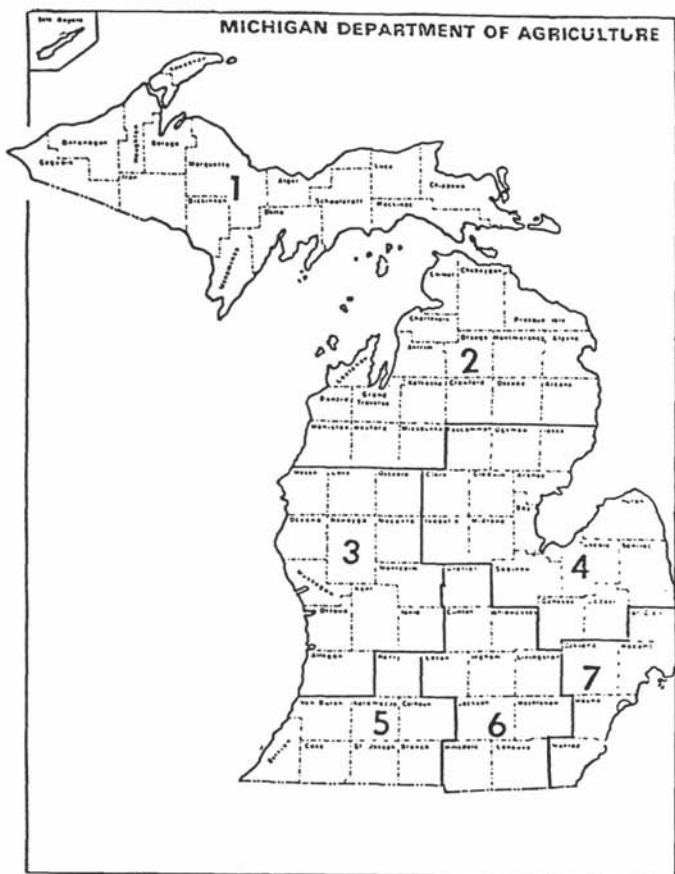
5. Transportation:

- a. A unit member shall bump into the least senior position in his/her current class and level within the subunit.
- b. If a is unavailable, a unit member shall bump into the least senior position in his/her current class and level within the layoff unit.
- c. If a and b are unavailable, a unit member shall have the option of bumping into the least senior position within his/her current class level statewide or bumping into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- d. If c is unavailable a unit member shall bump into the least senior position, within his/her current class series at successively lower levels statewide.

6. Commerce/MSHDA/Treasury:

- a. A unit member shall bump into the least senior position in his/her current class and level statewide.
- b. If a is unavailable, a unit member shall bump into the least senior position, within his/her current

class series at successively lower levels state-wide.

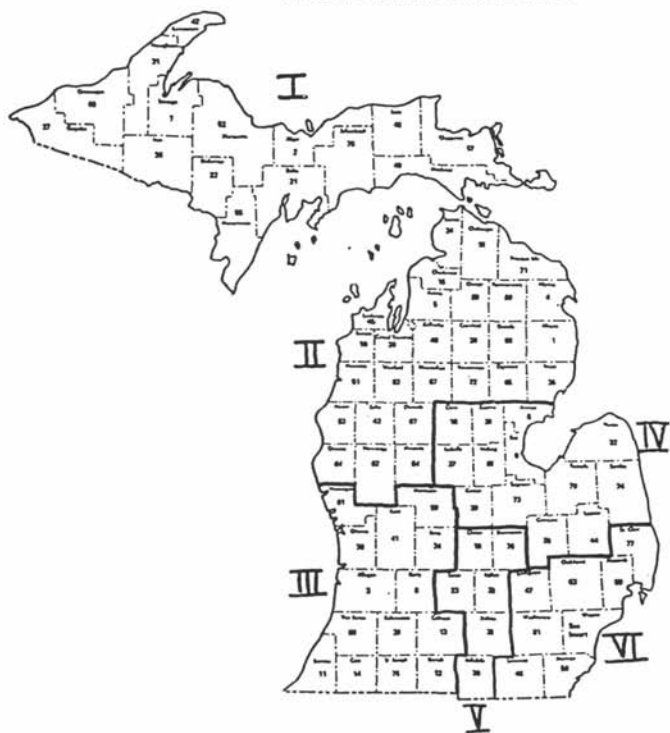


DEPARTMENT OF NATURAL RESOURCES

REGION AND DISTRICT BOUNDARIES



MICHIGAN DEPARTMENT OF PUBLIC HEALTH



Longevity Compensation Plan
1988-89 Schedule of Payments For
Scientific & Engineering Bargaining Unit

LONGEVITY INDICATOR	Equivalent Hours of Service*	ANNUAL PAYMENTS																				
		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21
6	12,480																					
7	14,560	\$175	\$182	\$188	\$194	\$201	\$207	\$213	\$219	\$225	\$231	\$237	\$243	\$250	\$257	\$263	\$269	\$275	\$281	\$288	\$290	\$293
8	16,640																					
9	18,720																					
10	20,800																					
11	22,880	\$204	\$211	\$218	\$224	\$231	\$237	\$244	\$250	\$258	\$264	\$271	\$277	\$283	\$290	\$296	\$304	\$310	\$317	\$323	\$327	\$330
12	24,960																					
13	27,040																					
14	29,120																					
15	31,200	\$257	\$265	\$273	\$281	\$289	\$296	\$305	\$313	\$322	\$330	\$338	\$346	\$353	\$362	\$369	\$378	\$386	\$394	\$401	\$407	\$410
16	33,280																					
17	35,360																					
18	37,440																					
19	39,520	\$330	\$340	\$350	\$361	\$370	\$381	\$392	\$403	\$413	\$424	\$434	\$444	\$454	\$465	\$474	\$485	\$496	\$507	\$517	\$523	\$528
20	41,600																					
21	43,680																					
22	45,760																					
23	47,840	\$439	\$451	\$465	\$477	\$489	\$501	\$514	\$526	\$538	\$551	\$563	\$575	\$587	\$599	\$612	\$624	\$638	\$650	\$662	\$668	\$674
24	49,220																					
25	52,000																					
26	54,080																					
27	56,160	\$586	\$601	\$614	\$632	\$647	\$663	\$678	\$693	\$709	\$725	\$741	\$756	\$771	\$787	\$801	\$817	\$832	\$848	\$863	\$872	\$878
28	58,240																					
29	60,320																					
30	62,400	\$782	\$801	\$820	\$840	\$859	\$878	\$898	\$917	\$937	\$956	\$975	\$995	\$1014	\$1033	\$1053	\$1072	\$1091	\$1111	\$1128	\$1140	\$1150
& over																						

*Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket.

CLASSIFICATION PROCEDURE #12**AUTHORITY:**

Michigan Constitution, 1963, Article XI, Section 5

RULE REFERENCE: Chapter 4, Classification Rule,
Section 4-5: Working Out of Class;
Chapter 5, Classification Rule
Section 5-1.1: Authority;
5-3.3: Operation of Schedule;
Compensation Procedure 1, Paragraph V

PURPOSE:

To establish the standards and procedures to determine when compensation for working out of class is warranted, for employees not covered by collective bargaining agreements. Employees who are covered by collective bargaining agreements should refer to working out of class provisions in their respective bargaining agreements.

Where the appointing authority intends, or has reason to believe the working out of class assignment will last more than sixty (60) consecutive full work days (6 pay periods), the appointing authority shall request the establishment of a temporary position and make an appointment to same, or make a temporary appointment to the permanent position (whichever is applicable). In either situation, appointment to the temporary or permanent position shall be made in accordance with Civil Service Rules governing temporary appointment.

When an employee is appointed to either type of position at the higher class and level, such time worked shall be credited to the employee's Civil Service employment history record.

STANDARDS:

The appointing authority may assign an employee duties and responsibilities of a different classification on a temporary basis only. In no instance shall the appointing authority assign such duties and responsibilities on an on-going basis or for a time period exceeding 60 consecutive work days. Working out of class assignments are to be made only in situations where; (1) it is not practical or feasible due to time constraints to establish, recruit for and fill a temporary position; (2) where there exists an urgent and/or critical need to have specific duties and responsibilities performed during the brief absence of another employee; or (3) while the Appointing Authority is in the process of recruiting to fill the permanent position. The following standards must be met before an employee is eligible for compensation:

1. An employee must:

- A. Be directed to perform the duties and assume the responsibilities of a different classification by the appointing authority;

- B. Actually perform all or substantially all of the duties and responsibilities which distinguish and determine the classification and level from that at which the employee is currently classified; and,
- C. Perform the temporarily assigned duties and responsibilities for more than ten (10) consecutive full workdays. The use of sick or annual leave or a holiday occurring during this 10 day qualifying period does not constitute a break in the qualifying period nor does such annual or sick leave usage or holidays count as part of the qualifying period.

The use of sick or annual leave during the qualifying period, or time off as a result of a holiday, must be made up by an equal number of consecutive work days before the qualifying period is complete.

Once the qualifying period has been completed, the employee will be compensated at the working out of class pay rate for all subsequent sick or annual leave usage or holidays for the duration of the working out of class period.

2. An employee is entitled to compensation for temporary work assignments totaling more than ten (10) consecutive full work days of actual work commencing with the first day of the employee's assignment. For the purpose of calculation, any temporary assignment of less than one full work day shall not be considered as an assignment to another classification. An employee shall not be assigned to temporarily work out of class for more than one ten (10) consecutive day period per calendar year, without being compensated at the appropriate higher rate for the full extent of the second or subsequent assignment(s).
3. Claims for working-out-of-class compensation should be presented in accordance with Standard 5, 6 or 7 of this procedure at the time of occurrence. Such claims will not be accepted later than twenty weekdays from the discontinuance of the work assignment which caused the claim to be generated. Retroactivity of any claim of working out of class is limited by the Grievance and Appeals Procedure for Employees in the State Civil Service; specifically, Part 1, Section 8-105 (4), CS-333, April 5, 1984, which reads:
- "Regardless of belated awareness of the cause of grievance or of good cause for late filing, no grievance shall be filed on events nor relief be retroactive to events, which occurred more than ninety (90) calendar days before the filing date; however, the Department, Hearing Officer or Arbitrator may accept grievances up to one year after occurrence and grant retroactive relief, if special extenuating circumstances are found."
4. Working out of class compensation is not available to:
- A. Employees claiming to be working at a higher level within a recognized preauthorized class series or pattern position, nor to employees occupying positions downgraded for training;

- B. Overall assistants required to frequently substitute for their supervisors and having direct line authority and responsibility over the organizational entity. The classification of the assistant normally takes into consideration the fact that the assistant may be required to act as the chief supervisor from time to time. Claims for working out of class involving positions established to function as overall assistants will be closely reviewed and only in unusual circumstances, and after an extended period of time (at least six payperiods) has elapsed, will additional compensation be considered.
- C. Employees claiming to be working out of class while performing their permanently assigned duties and occupying positions which could potentially be reallocated to the class/level of the working out of class position, i.e., in a reallocable situation. For example, an experienced level professional employee (VI level) could not be compensated for working out of class as a senior level employee (VII level) because movement from the experienced level to the senior level can be accomplished via reallocation.
5. Where an employee has performed the duties and responsibilities of a properly allocated and established position and satisfied the criteria contained in standard number 1 of this procedure, the employing agency may process a gross pay adjustment for working out of class without submission to the Classification Bureau.
 6. Where an employee has performed duties and responsibilities of a position which has not been allocated by the Classification Bureau and satisfied the criteria contained in standard number 1 of this procedure, the employing agency must submit a completed position description and CS-129 Position Action Request and any other documentation which may be appropriate to the Classification Bureau for review and action.
 7. Where a question exists between an employee and agency as to whether (a) the employee has worked out of class (b) the proper classification for the temporarily assigned duties and responsibilities, a completed position description and CS-129 Position Action Request and any other documentation which may be appropriate should be submitted to the Classification Bureau for review and determination of the issue.
 8. Working out of class experience paid by gross pay adjustment will not be considered or accepted for qualification purposes (see Selection Advisory Bulletin No. S-81-86 on Qualification Credit for Working Out of Class).
 9. The agency shall retain adequate documentation to substantiate all claims for working out of class. Copies of this documentation may be requested by the Classification Bureau in the course of its bi-weekly audit of all working out of class claims. Failure to retain or supply adequate documentation upon request may result in revocation of the Agency's delegated authority to process future gross pay adjustments for working out of class compensation.

10. Listed below are several alternatives to working an employee out of class which are acceptable to the Bureau of Classifications. When the appointing authority becomes aware of an impending need to provide temporary job coverage for a position, during the incumbent's absence or prior to refilling a vacancy, it may wish to consider one of the following as an alternative to working an employee out of class:

1. Make a temporary appointment to the permanent position.
2. Make a temporary appointment to a newly established temporary position.
3. Make an emergency appointment of 30 days or less under Civil Service Administrative Procedure No. 3 - Emergency Appointments issued by the Selection Bureau on February 8, 1983. Questions regarding use of the emergency appointment process should be directed to the Selection Bureau.

NOTE: Qualified underutilized and protected group members must be assured of an equal opportunity to participate in working out of class assignments. As such, when the Appointing Authority elects to make an appointment as described in items #1 thru #3 above, and the position to be filled is covered by the MEEBOC selection procedures, the Appointing Authority must follow the appropriate MEEBOC pre-review procedures prior to making the subject appointment.

4. Consider rotating the potential working out of class assignment among several employees in the work area, being mindful of the limitations set forth in this procedure on working employees out of class.
5. Divide the total work function among other employees in the work area, thus eliminating the potential for working out of class assignments.

NOTE: See official Compensation Plan (General Salary Schedule Administration) for procedures on compensation for working out of class assignments.

CLASSIFICATION PROCEDURE #9AUTHORITY:

Michigan Constitution, 1963, Article XI, Section 5

RULE REFERENCE: Chapter 4, Classification Rule,
Section 4-2.1a: Position Review

PURPOSE:

To establish the Procedures for Submission of Employee Generated Position Review Requests.

STANDARDS:

Appointing authorities are required to give notice to the Department of Civil Service of materials changes in the duties and responsibilities of any position within their jurisdiction. If the appointing authority fails to notify the department, the employee occupying the position may file a written request with the department for a position review. The employee must submit a position description with Items 1 through 23 completed. The bureau will:

1. Review the request for completion and submission of all necessary documents (see Classification Procedure 1 and 4); and,
2. Notify the agency's personnel officer in writing, with a copy to the employee, of the submission, requesting he or she review the documents submitted by the employee for accuracy and completeness, and to submit any additional information which may be needed to render a proper classification decision.
3. Indicate a date (20 weekdays, or 30 weekdays if sub-system application by the agency is necessary) by which requested material must be submitted to the Department of Civil Service. Should the material not be received by the date indicated, the position study may proceed based on the information supplied by the employee without the agency's further input at that point. Extensions to these time limits may be granted for good cause.
4. Forward its decision, based on the position study, to the agency's personnel office under the same procedures set forth in Classification Procedure 1.
5. Approve the effective date of any classification action taken pursuant to an employee generated review as the beginning of the pay period in which the employee's completed position description (items 1-23) is received by the Department of Civil Service.

LETTER OF UNDERSTANDING

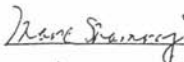
10/20/89

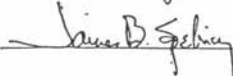
Article 16, Travel Expense Reimbursement

During the 1989 compensation negotiations the parties discussed the process of obtaining exceptions to the travel rates as provided in Section C of Article 16. The parties agreed to work cooperatively to insure that the exception provision is appropriately applied when the circumstances justify an exception.

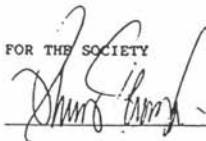
The parties hereby further agree that in the event the Civil Service Commission changes reimbursement rates for non-exclusively represented employees, the parties agree to meet to review such changes and may, by mutual agreement of the parties, amend these rates.

FOR THE OFFICE OF STATE EMPLOYER





FOR THE SOCIETY



/0623



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P.O. BOX 30026, LANSING, MICHIGAN 48909

GEORGE G. MATISH, Director

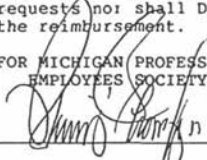
(517) 334-6700

October 18, 1988



LETTER OF INTENT Article 16, Section C

During the 1988 negotiations the parties discussed Section C of Article 16. This section provides that exceptions to the travel rates may be granted by the Department of Civil Service in accordance with the Standardized Travel Regulations. The parties hereby express their intent that in those situations where the Department has not secured the lodging, employees shall make a reasonable effort to secure lodging at the rates specified in this Agreement. However, if an employee has not been able to secure lodging at the specified rate, such an employee may request reimbursement for the actual amount. Departments shall not unreasonably deny such reimbursement requests nor shall Departments unreasonably delay processing the reimbursement.

FOR MICHIGAN PROFESSIONAL
EMPLOYEES SOCIETY


10/19/88

FOR OFFICE OF STATE EMPLOYER

2930



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P. O. BOX 30026, LANSING, MICHIGAN 48909

JOHN B. BRUFF, Director

October 5, 1984

LETTER OF UNDERSTANDING

MPES - 84/87 - 1
Purpose and Intent

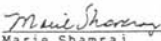
- A. During the negotiations which resulted in an agreement on the Article entitled Purpose and Intent, it was discussed and agreed upon that both parties recognize the continuing responsibility of the Department of Natural Resources to provide efficient services to the Public.
- B. The Department of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

FOR MPES


 William Bigan, Executive Director
Date: 10/17/84

 Rodger Whitener, President
Date: 10/15/84

FOR THE STATE EMPLOYER


 John B. Bruff
Date: 10/11/84

 Marie Shamraj
Date: 10/19/84



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P. O. BOX 30026, LANSING, MICHIGAN 48909

JOHN B. BRUFF, Director

October 16, 1984

LETTER OF UNDERSTANDING

Article IX

Grievance Procedure: Representation Rights

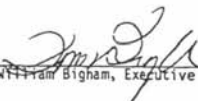
During negotiations which resulted in an agreement on the Grievance Procedure to be included in the Collective Bargaining Agreement between the parties, it was discussed and agreed that unit members shall be limited in their right to grievance representation during Steps One through Three to a Society staff employee or a designated representative who is also a unit member. This understanding precludes the use of attorneys or any other individuals who do not satisfy the criteria contained herein. This understanding shall not prevent the Society from retaining outside counsel or any other outside individual to represent a grievant's claim in an arbitration hearing conducted pursuant to Step Four of the Grievance Procedure.

FOR THE EMPLOYER


FOR THE SOCIETY



John B. Bruff, Director



William Bigham, Executive Director



Marie Shamraj 10/16/84



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P. O. BOX 30026, LANSING, MICHIGAN 48909

JOHN B. BRUFF, Director

October 16, 1984

LETTER OF UNDERSTANDING

Article VII

Disciplinary Procedure and Personnel Files
Conduct of Investigations by the Employer

During negotiations on September 22, 1982, the parties discussed and ultimately agreed on provisions of a Disciplinary Procedure to be included in a Collective Bargaining Agreement. Agreement on this Article included an understanding of the parties that the Employer is solely responsible for conducting investigations into wrong-doing of unit members, and that such investigation is management's sole prerogative. It was agreed that this Letter of Understanding would have the effect of explaining this relationship, rather than placing such a provision in the specific written terms of the Agreement. Terms of this Letter shall have the same force and effect as if placed in the provisions of Article VII.

FOR THE EMPLOYER

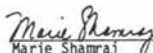
FOR THE SOCIETY



John B. Bruff, Director



William Bigham, Executive Director

 10/16/84

Marie Shamraj



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P. O. BOX 30026, LANSING, MICHIGAN 48909

JOHN B. BRUFF, Director

October 16, 1984

LETTER OF UNDERSTANDING

Article XII
Layoff and Recall

A. During the negotiations which resulted in an agreement on the Article entitled Layoff and Recall, it was discussed and agreed that the Employer shall make every effort to consider qualified laid-off unit members for vacancies which the Employer intends to fill.

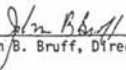
B. The Employer agrees to work with the Department of Civil Service to insure that every unit member who is laid-off without a position shall have the opportunity to be considered for any vacant positions for which the unit member can meet Civil Service certification requirements subject to the following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

1. Such unit member must be fully capable of functioning in that position after completing the normal six (6) month probationary period.
2. Such unit member must be willing to accept an appointment at the available location.

C. This procedure shall only be utilized in those cases where there are no recall lists for a particular class and level as provided in Article XII.

FOR THE EMPLOYER


FOR THE SOCIETY



John B. Bruff, Director



William Bigham, Executive Director

 10/16/84

Marie Shamraj

LETTER OF UNDERSTANDING

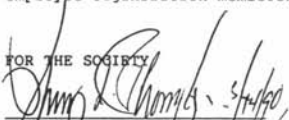
PAYROLL DEDUCTIONS and REMITTANCE FOR MICHIGAN EDUCATIONAL TRUST

The parties recognize that the State may offer state employees the opportunity for payroll deduction in conjunction with individual employee's participation in the Michigan Educational Trust (M.E.T.) Program. In the event the State initiates a payroll deduction opportunity for M.E.T. participants, members of the bargaining unit who are M.E.T. participants will be offered the opportunity to individually initiate enrollment in such state program.

It is understood that initiation and continuation of the M.E.T. payroll deduction program is subject to the provisions of applicable statutes and regulations, and will be administered in accordance with such laws and regulations. Should the State determine to alter, amend, or terminate such M.E.T. payroll deduction program, the State will provide the union advance notice and, upon union request, meet to review and discuss the reasons for such actions prior to their implementation.


For purposes of administering contractual union security provisions and payroll accounting procedures, it is understood and agreed that such M.E.T. deduction, if and when individually authorized by the employee, will be taken only when the employee has sufficient residual earnings to cover it after deductions for any applicable employee organization membership dues or service fees have been made.

FOR THE SOCIETY


Phillip L. Thompson
Executive Director

FOR THE OFFICE OF STATE EMPLOYER


James B. Spellicy, (Deputy) Director


Marie Shamraj
Contract Administrator

/2636b



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P.O. BOX 30026, LANSING, MICHIGAN 48909

GEORGE G. MATISH, Director

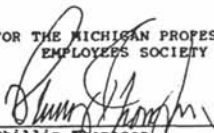
November 24, 1986

LETTER OF UNDERSTANDING

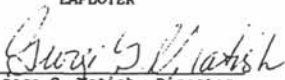
MPES and OSE
Relocation Assistance Plan

It is understood by the parties that the Civil Service Commission may adopt certain relocation assistance modifications for non-exclusively represented employees. The parties agree that if such relocation assistance modifications are adopted by the Commission, upon request by the Society, the Employer will bargain over the application of such modifications to the Scientific and Engineering bargaining unit. During these negotiations the Employer shall have the right to re-open one other article. The parties further agree that neither party shall seek impasse panel assistance.

FOR THE MICHIGAN PROFESSIONAL
EMPLOYEES SOCIETY


Phillip Thompson
Executive Director

FOR THE OFFICE OF THE STATE
EMPLOYER


George G. Matish, Director


Marie Shamray

MS:ks/1315



JAMES J. BLANCHARD, Governor

OFFICE OF THE STATE EMPLOYER

P. O. BOX 30028, LANSING, MICHIGAN 48909

JOHN B. BRUFF, Director

September 27, 1984

LETTER OF UNDERSTANDING

MPES - 82/84 - 28
Substance Abuse Treatment

Effective on Civil Service Commission approval, the benefits provided by the Health Insurance Plan will be expanded to include the following:

1. Coverage will be provided for Substance Abuse Treatment in licensed facilities for treatment plans not to exceed twenty-eight (28) days duration. Treatment plans exceeding twenty-eight (28) days will be limited to a maximum of 28 days coverage.
2. Employees will qualify for additional in-patient substance abuse treatment after 60 days from discharge for previous in-patient substance abuse treatment. However, expenses incurred from no more than two admissions per calendar year will be covered.
3. In-patient treatment and charges for room, board and miscellaneous fees will be covered under the 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 semi-private 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

semi-private 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 out-patient 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 calendar year maximum benefit of \$3,500.00.


FOR MPES

FOR THE STATE EMPLOYER



William Bigham, Executive Director

Date: 10/9/84



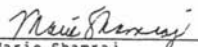
Rodger Whitener, President

Date: 10/1/84



John B. Bruff

Date: 10/16/84



Marie Shamraj

Date: 10/15/84

LETTER OF UNDERSTANDING

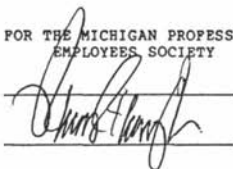
Article 4

MPES - 88/90 - 1

During negotiations the parties acknowledged that federal and Constitutional law requirements regarding union security provisions are unsettled.

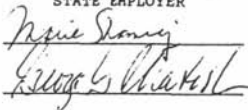
The parties understand and agree that the provisions set forth in Article 4 shall only be applied in accordance with current law.

FOR THE MICHIGAN PROFESSIONAL
EMPLOYEES SOCIETY



A handwritten signature in cursive script, appearing to read "Charles F. ...", is written over a horizontal line.

FOR THE OFFICE OF THE
STATE EMPLOYER



Two handwritten signatures in cursive script are written over a horizontal line. The top signature appears to read "Marie Stoney" and the bottom signature appears to read "George L. ...".

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14 15 16 17 18 19 20	9 10 11 12 13 14 15	15 16 17 18 19 20 21	14 15 16 17 18 19 20
21 22 23 24 25 26 27	16 17 18 19 20 21 22	22 23 24 25 26 27 28	21 22 23 24 25 26 27
28	23 24 25 26 27 28 29	29 30 31	28 29 30
MARCH	JUNE	SEPTEMBER	DECEMBER
1 2 3 4 5 6	1 2 3 4 5	1 2 3 4	1 2 3 4
7 8 9 10 11 12 13	6 7 8 9 10 11 12	5 6 7 8 9 10 11	5 6 7 8 9 10 11
14 15 16 17 18 19 20	13 14 15 16 17 18 19	12 13 14 15 16 17 18	12 13 14 15 16 17 18
21 22 23 24 25 26 27	20 21 22 23 24 25 26	19 20 21 22 23 24 25	19 20 21 22 23 24 25
28 29 30 31	27 28 29 30	26 27 28 29 30	26 27 28 29 30 31

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