

6747

12/31/2001

AGREEMENT

BETWEEN THE

STATE OF MICHIGAN

AND THE

MICHIGAN STATE EMPLOYEES
ASSOCIATION

FOR THE

LABOR AND TRADES UNIT



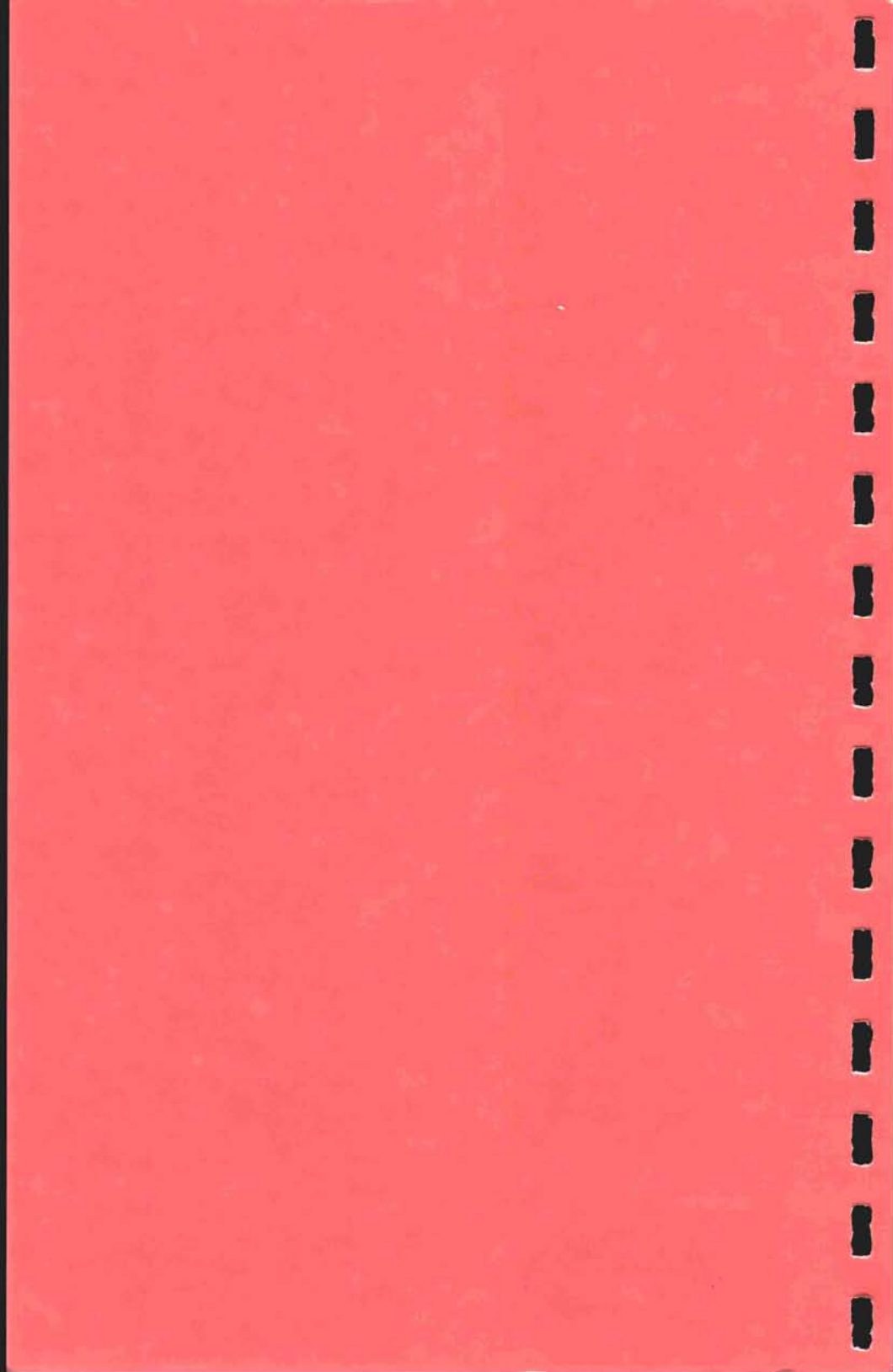
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AFSCME Local 5 - ATL-CIO



MAY 20, 1999 – DECEMBER 31, 2001

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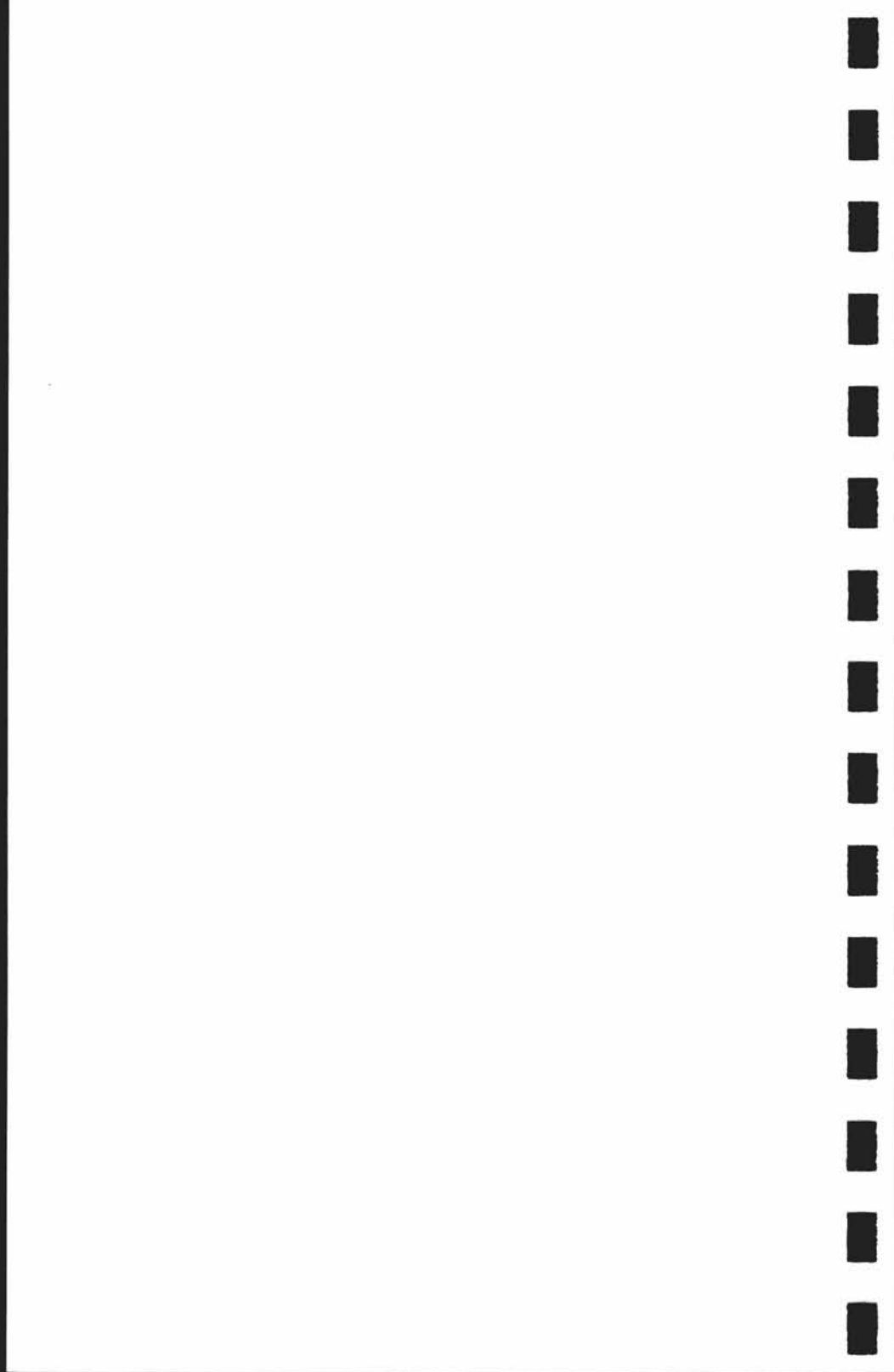
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ARTICLE 1
PREAMBLE

This Agreement is made and entered into at Lansing, Michigan, by and between the State of Michigan and its principal Departments and Agencies (hereinafter referred to as the "Employer"), represented by the State Employer, and the Michigan State Employees Association (hereinafter referred to as "MSEA"), as exclusive representative of employees employed by the State of Michigan and as specifically set forth in Article 3, shall be effective when it has been ratified by the Employer and MSEA and approved by the Civil Service Commission.

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.

If an agreement is not reached by the parties but goes to the impasse panel in accordance with Civil Service Rules and Regulations, a ratification vote will not be held.

ARTICLE 2
PURPOSE AND INTENT

- A. It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer. Upon approval by the Civil Service Commission, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting rules and regulations of the Civil Service Commission and Department of Civil Service pertaining to wages, hours, and terms and conditions of employment that are mandatory subjects of bargaining; and (2) conflicting rules, regulations, practices, policies and agreements of or within Departments/Agencies pertaining to terms and conditions of employment.

1 B. If, during its term, the parties hereto should mutually agree to
2 modify, amend or alter the provisions of this Agreement, in any
3 respect, any such changes shall be effective only if reduced to
4 writing and executed by the authorized representatives of the State
5 Employer and MSEA and approved by the Civil Service
6 Commission.

7
8 C. No individual employee or group of employees, acting
9 independently of MSEA, nor Appointing Authority, Department or
10 Agency acting independently of the State Employer, may alter,
11 amend, modify, or disregard any provisions hereof.

12
13 D. Economic benefits which were in effect on the effective date of this
14 Agreement, and which are not specifically provided for or abridged
15 by this Agreement, will continue in effect under conditions upon
16 which they had previously been granted throughout the life of this
17 Agreement unless altered by mutual consent of the Employer and
18 the MSEA and approved by the Civil Service Commission.

19
20
21 **ARTICLE 3**
22 **RECOGNITION**

23
24 **A. Representation Unit.**

25
26 The Employer recognizes MSEA as the exclusive representative and
27 sole bargaining agent for the Bargaining Unit of employees
28 represented by the following certifications of the State Personnel
29 Director:

30
31 Labor & Trades Unit - certified March 27, 1979.

32
33 The employees covered by this Agreement shall be those in the
34 classifications listed in Appendix A of this Agreement and such other
35 classifications as may be assigned to the Unit under the Civil Service
36 Rules and Regulations and/or in accordance with the provisions of this
37 Agreement.

38
39 **B. Classifications.**

- 40
41 1. The parties will review the abolishment of existing Unit
42 classifications as well as all new or revised Bargaining Unit
43 classifications. Any other new or revised classifications
44 consisting in part of duties of existing Unit classifications and

all supervisory classifications of Unit classes shall also be reviewed.

2. When the Employer recommends creation of a new classification, the Employer shall give timely notice to MSEA describing the class created, the number of positions, proposed salary range and the Bargaining Unit into which the Employer believes the new class should be placed.
3. The MSEA shall receive concurrent copies of recommendations or requests to abolish, modify or create Bargaining Unit classifications, classifications consisting in part of duties of existing unit classifications, and all supervisory classifications of unit classes, sent to Civil Service by departments or the Office of the State Employer. All copies of recommendations by MSEA to abolish, modify or create classifications shall be forwarded to the Office of the State Employer. The inclusion or exclusion of newly created classifications shall be resolved in accordance with the Civil Service Rules and Regulations.
4. Existing representational unit positions shall not be excluded from the Bargaining Unit by or at the request of the Employer, without prior agreement of the parties. If no agreement is reached, the matter will be resolved through a unit clarification hearing or such other hearing as may be established by the Civil Service Rules and Regulations.
5. Representation unit positions shall not be reclassified, reallocated or retitled by or at the request of the Employer for the sole purpose of removing same from the Unit without prior agreement between the parties. This provision shall not be construed to prohibit the Employer from reallocating positions that have been downgraded for training because of the unavailability of a register. Classified employees in classes and positions assigned to this Unit in accordance with this Section shall be subject to the provisions of this Agreement.

C. Appointment Duration.

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

1 **Section D.**

2
3 In the event of any layoff within a department, the Employer shall not
4 abolish, modify or create new classifications for the purpose of
5 avoiding recall of laid off Bargaining Unit employees.
6

7
8 **ARTICLE 4**
9 **ASSOCIATION RIGHTS**

10
11 **A. Aid to Other Organizations.**

12
13 The Employer agrees not to, and shall cause its designated agents not
14 to, aid, promote or finance any other labor or employee organization
15 which purports to engage in employee representation of employees in
16 this Unit, or make any agreements with any such group or
17 organization for the purpose of undermining MSEA's representation of
18 the Bargaining Unit covered by this Agreement.
19

20 Nothing contained herein shall be construed to prevent any
21 representative of the Employer from meeting with any professional or
22 citizen organization for the purpose of hearing its views, provided that
23 as to matters which are mandatory subjects of negotiation, any
24 changes or modifications in conditions of employment shall be made
25 only through negotiations with MSEA.
26

27 Nothing contained herein shall be construed to prevent any individual
28 employee from (1) discussing any matter with the Employer and/or
29 supervisors, or (2) processing a grievance in his/her own behalf in
30 accordance with the grievance procedure provided herein.
31

32 MSEA agrees not to use any service or privilege provided in this
33 Article for purposes of organization or political activity in violation of
34 this Agreement, Civil Service Rules and Regulations, or applicable
35 State Law. Violation of this provision shall constitute the basis of
36 revoking such services or privileges.
37

38 **B. Information Provided to MSEA.**

- 39
40 1. The Employer agrees to furnish to MSEA a biweekly computer
41 report listing employees in this Unit who are hired, rehired,
42 reinstated, transferred into or out of the Bargaining Unit,
43 transferred between Agencies and/or Departments, promoted,
44 reclassified, downgraded, placed on leaves of absence(s) of
45 any type including disability, placed on layoff, recalled from

layoff, separated (including retirement), who have been added to or deleted from the Unit covered by this Agreement, or who have made any changes in Employee Organization deductions. This report will be furnished to MSEA upon request, at actual cost to MSEA and shall include the employee's name, social security number, appointment type, position number, class/level, transaction code and effective date, county, city, former class and former or new Department/Agency.

2. The Employer will provide to MSEA a monthly computer report listing by Department/Agency and work site containing the following information for each employee in the Bargaining Unit: the employee's name, social security number, street address, city, state, zip code, class number, class title, sex, race, birth date, hire date, department, agency, mail code, TKU, employment organization deduction code, appointment code, county code, unit code and hourly rate. This listing shall be provided at actual cost of production to MSEA and shall be based on the active employee records during the first full pay period of the calendar month. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.
3. Membership dues and Agency Shop deductions for each biweekly pay period shall be remitted to the designated Executive Officer of MSEA, with an alphabetical list of names, by Department and Agency, of all enrollments, cancellations with departure coding, when available, deduction changes, additional deductions, name and/or social security number change, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Executive Officer of MSEA an alphabetical listing, by Department and Agency, identifying those employees who have valid dues deduction authorization on file with the Employer from whose earnings no deduction of dues was made. Unavoidable delays shall not constitute a violation of this Agreement.
4. The Employer agrees to furnish to MSEA a computer report listing employees in this Unit in alphabetical order by Social Security Number, Department, Agency and Class, which indicates which employees are on dues deduction to MSEA and which employees are paying a Representation Fee to MSEA. The report will also contain the names of employees by Department, Agency and Class who are neither paying dues

1 nor a service fee. The Employer will furnish such report to
2 MSEA at one-half (1/2) the cost of production once each
3 calendar quarter. Additional reports will be provided at full cost
4 to MSEA.
5

6 5. The Reports listed in Subsections 1, 2, 3 and 4 above shall be
7 provided in hard copy form or other format, including electronic
8 data transfer. If MSEA requests such reports on computer
9 tape (tape furnished by MSEA), the Employer shall furnish the
10 reports in that form when available at full cost to MSEA, except
11 MSEA shall only be charged for any additional costs over hard
12 copy for the reports.
13

14 6. All reports to MSEA required by this Article or Agreement shall
15 be provided in the least expensive form acceptable to MSEA.
16 Where requested by MSEA, and if available, Employer copies
17 of such existing reports or documents will be made available to
18 MSEA for copying.
19

20 C. Bulletin Boards. 21

22 The Employer agrees to furnish space for MSEA bulletin boards at
23 reasonable locations mutually agreed upon in secondary negotiations
24 for use by MSEA to enable employees of the representation unit to
25 see materials posted thereon by the MSEA. Locations will normally be
26 at or near an area where employees in this Unit have reasonable
27 access or congregate. The normal size of new bulletin boards will not
28 exceed twelve (12) square feet. The Employer will continue providing
29 bulletin boards provided under prior agreements with the MSEA and
30 they need not conform to the normal size.
31

32 In the event that new bulletin boards are mutually agreed upon, the
33 MSEA shall pay 100% of the material cost of such new boards. MSEA
34 may furnish its own bulletin boards compatible with Employer locations
35 which will be installed by the Employer in convenient locations as
36 agreed in secondary negotiations. MSEA postings shall be restricted
37 to bulletin boards provided for under this Agreement.
38

39 All materials shall be signed, dated and posted by the MSEA
40 President or his/her designee and shall relate only to the matters listed
41 below.
42

- 43 1. MSEA recreational and/or social affairs;
- 44 2. MSEA appointments;
- 45 3. MSEA election information;

4. Results of MSEA elections;
5. MSEA meetings;
6. Rulings or policies of MSEA;
7. Reports of MSEA standing committees;
8. Any other material authorized by the Employer or his/her designee and the President or his/her designee.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Employer or MSEA shall be posted. The bulletin boards shall be maintained by MSEA and shall be for the sole and exclusive use of MSEA. The Employer may remove posted material which violates the provisions of this Section and shall provide prompt notice of any removal to the President or his/her designee. In addition, the Employer will endeavor to make certain that unauthorized removal of material from MSEA bulletin boards does not occur.

D. Mail Service.

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

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

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

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

The MSEA shall be prohibited from processing MSEA originated mailings through the State mail system as this is in violation of the Private Express Statutes, Part 310 or 39 F.R. 36114 of the Federal

1 Regulations. It is also in violation of the Administrative Manual
2 Procedure, Chapter 6, Section 2, Subject 31.

3
4 No partisan political literature nor material ridiculing individuals by
5 name or obvious direct reference nor defamatory or detrimental to
6 Employer or MSEA shall be distributed through the mail system.

7
8 The Employer shall be held harmless for delivery and security of such
9 mail, including mail directed to MSEA members from outside the
10 Agency. However, the Employer shall not intentionally open, alter,
11 intercept, delay, or in any manner, tamper with articles so mailed, if
12 marked "MSEA Confidential" or "Confidential".

13
14 **E. MSEA Information Packet.**

15
16 The Employer agrees to furnish to new employees in the Unit covered
17 by this Agreement a packet of informational materials supplied to the
18 Employer by the MSEA President or his/her designee. The Employer
19 retains the right to review the material supplied and to refuse to
20 distribute any partisan political literature or material ridiculing
21 individuals by name or obvious direct reference or materials
22 defamatory or detrimental to the Employer or MSEA.

23
24 **F. MSEA Meetings in State Premises.**

25
26 The Employer agrees to furnish state conference and/or meeting
27 rooms for MSEA local meetings upon prior request by the local
28 representative or his/her designee, subject to approval by the
29 appropriate local Employer Representative. Expected attendance
30 cannot exceed the capacity of the room requested. Such facilities
31 shall be furnished to MSEA in accordance with usual Agency
32 practices. MSEA meetings on State premises shall be governed by
33 the Employer's operational considerations and shall be confined to the
34 approved locations. The parties understand that Management has the
35 right to limit access to State owned or leased buildings. Such
36 limitations shall be based on operational and security considerations.

37
38 **G. Telephone Directory.**

39
40 The Employer agrees to publish free of charge the telephone numbers
41 and business addresses of MSEA Offices in the next State of
42 Michigan telephone directory as published by the Department of
43 Management and Budget. Such listing shall include the identification
44 of a reasonable number of MSEA staff/officers. The Employer agrees
45 to extend the right provided in this Section to any new full time staff

offices operated by MSEA. This shall not apply to office space granted pursuant to Section H. of this Article. The listing of MSEA Central Office and MSEA Spokespersons in a departmental telephone directory shall be a proper subject of secondary negotiations only upon mutual agreement of the MSEA and the departmental Employer.

H. Office Space.

The Employer agrees to continue to provide reasonable office space in institutional settings where such office space is currently provided. For purposes of this section only, an institutional setting refers to a round-the-clock residential site. Confidentiality of the records and the access to that office space is an appropriate subject for secondary negotiations. In addition, where office space is not currently provided, the Employer agrees that, subject to its availability, office space and the confidentiality of records and access to that space at those institutional settings is an appropriate subject for secondary negotiations.

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

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

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

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

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

Subject to its availability and in accordance with Department of Management and Budget and/or Departmental regulations, MSEA shall be permitted to lease office space in State owned buildings. No partisan political activity shall be conducted in such facilities, and no

1 partisan political literature or material ridiculing individuals by name or
2 obvious direct references or defamatory or detrimental to the
3 Employer, shall be prepared in or distributed from such facilities.

4
5 The Employer reserves the right to withdraw approval for MSEA's use
6 of such premises, upon thirty (30) days written notice to MSEA only
7 due to operational requirements, failure to pay rental charges, misuse
8 by MSEA or its Agents, or interference with state operations in
9 accordance with terms of the lease. If approval is withdrawn due to
10 operational requirements, the Employer will make a good faith effort to
11 provide alternative office space.

12
13 **I. Access to Premises by MSEA Staff.**

14
15 The Employer agrees that non-employee Officers and
16 Representatives of MSEA shall be admitted to the non-public portions
17 of the premises of the Employer during working hours and upon arrival
18 will give notice to the designated Employer Representative unless a
19 different procedure is agreed to in secondary negotiations. Such
20 visitation shall only be for the purpose of participating in
21 Labor-Management Meetings, conducting MSEA internal business
22 related to this Bargaining Unit on non-work time of all participants,
23 interviewing grievants, attending grievance hearings/conferences, and
24 for other reasons related to the administration of this Agreement. Only
25 designated non-work and meeting areas may be used for this
26 purpose. Exceptions shall be only with Employer permission.
27 Employee representatives shall have access to the premises in
28 accordance with this Agreement.

29
30 MSEA agrees that such visitations shall be carried out subject to
31 operational or security measures established and enforced by the
32 Employer.

33
34 The Employer may designate a private meeting place or may provide
35 a representative to accompany the MSEA Officer or Representative
36 where operational or security considerations do not permit
37 unaccompanied MSEA access. The Employer Representative shall
38 not interfere with or participate in these visitation rights. The Employer
39 reserves the right to limit the number of representatives permitted on
40 the premises at any one time in accordance with operational and
41 security needs and to suspend such access rights during
42 emergencies, or in the case of abuse.

J. MSEA Presentation.

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

Where the Local Representative is making the presentation, such Local Representative shall be a designated MSEA Representative at the work location premises at which the presentation is made. If the orientation is conducted off the work premises, the Local Representative shall have an opportunity to participate in accordance with this Section.

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

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

K. Picketing.

The parties recognize that MSEA may engage in peaceful, informational picketing in accordance with law, the Civil Service Rules and Regulations, and this Agreement. The following guidelines and provisions, although not necessarily exclusive, are agreed to by the parties:

1. Picketing will be peaceful and non-threatening.
2. Picket line members, if employees in a covered Bargaining Unit, will be off duty.

3. Pickets will not cause entry to State-owned or occupied premises to be delayed or denied or attempt to persuade employees or the public not to cross picket lines.
4. All picketing paraphernalia will be removed from the picketing site by MSEA whenever picketing is not being engaged in.
5. Picketing will be conducted only at entrances to Employer owned or occupied premises, in a manner which does not impede or interfere with the public's use of public property, and only on portions of public property where such picketing does not interfere with normal operations or access.

L. Employee Organization Activity.

Bargaining Unit employees, including MSEA Officers and Representatives, and authorized non-employee MSEA Representatives, shall not conduct any MSEA activities or MSEA business on State work time or at State work locations except as specifically authorized by the provisions of this Agreement. However, the Employer agrees that messages for MSEA Officers and Representatives shall be received and forwarded in a timely manner.

**ARTICLE 5
MANAGEMENT RIGHTS**

It is understood and agreed by the parties that the Employer possesses the sole power, duty and right to operate and manage its Departments, Agencies and programs and carry out constitutional, statutory and administrative policy mandates and goals. The powers, authority and discretion necessary for the Employer to exercise its rights and carry out its responsibilities shall be limited only by the express terms of this Agreement. 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, modify, establish or eliminate.

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

1. Determine matters of managerial policy; mission of the Agency; budget; the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of temporary

emergency, to take whatever action is necessary to carry out the Agency's mission. However, if such determinations alter conditions of employment to produce substantial adverse impact upon employees, the modification and remedy of such resulting impact from changes in conditions of employment shall be subject to negotiation requirements. Such negotiations shall not be required where the action of the Employer is governed by another Article of this Agreement.

2. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer.
3. Determine the size and composition of the work force, direct the work of the employees, determine the amount and type of work needed and, in accordance with such determination, relieve employees from duty because of lack of funds or lack of work.
4. Make reasonable work rules which regulate performance, conduct, and safety and health of employees, provided that changes in such work rules shall be reduced to writing and furnished to MSEA for its information in accordance with Article 20.

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

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

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in

1 this Agreement. This Agreement, including its supplements and
2 exhibits attached hereto, concludes all collective bargaining between
3 the parties during the term hereof, and constitutes the sole, entire and
4 existing Agreement between the parties hereto, and supersedes all
5 prior agreements, and practices, oral and written, expressed or
6 implied, and expresses all obligations and restrictions imposed upon
7 each of the respective parties during its term, provided that Article 2,
8 Section D, shall not be impaired. All negotiable terms and conditions
9 of employment not covered by this Agreement shall be subject to the
10 Employer's discretion and control.

11
12
13 **ARTICLE 6**
14 **MSEA SECURITY**
15

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

18
19 To the extent permitted by the Rules of the Michigan Civil Service
20 Commission and Regulations of the Department of Civil Service, it is
21 agreed that:

22
23 **A. Dues Deduction.**
24

25 Upon receipt of a completed and signed individual authorization form
26 from any of its employees covered by this Agreement, currently being
27 provided by MSEA and approved by the Employer, the Employer will
28 deduct from the pay due such employees those dues required as the
29 employee's membership in the MSEA.
30

31 Such authorizations shall be effective only as to membership dues
32 becoming due after the delivery date of such authorization to the
33 personnel office of the employee's Appointing Authority. New
34 individual authorizations will be submitted on or before the 9th day of
35 any pay period for deduction the following pay period. Deductions
36 shall be made only when the employee has sufficient earnings to
37 cover same after deductions for Federal Social Security (F.I.C.A.);
38 individually authorized deferred compensation; Federal Income Tax;
39 State Income Tax; local or city income tax; other legally required
40 deductions; individually authorized participation in state programs and
41 enrolled employees' share of insurance premiums. However,
42 employees may not avoid the obligations of this Article through the
43 use of voluntary payroll authorizations described above. The amount
44 of membership dues deductions shall be as certified to the Employer
45 in writing by the authorized representative of MSEA.

Such authorizations of employees transferred from one Agency or Department to another and within this Bargaining Unit shall automatically remain in effect. Employees promoted or transferred out of the Bargaining Unit covered by this Agreement shall not automatically remain on payroll deduction, except as provided by the Civil Service Rules and Regulations. Employees recalled from layoff including employees recalled from seasonal layoff or returning from leaves of absence shall resume payroll deduction of dues or representation fees, commencing the first pay period of work.

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

B. Maintenance of Membership.

Such dues deduction authorization may be revoked at any time by the employee furnishing written notice of such revocation to the personnel office of the employee's Appointing Authority.

C. Representation Fee Deductions.

An employee who avails him or herself of the opportunity to voluntarily terminate membership in MSEA, and an employee who has not submitted a valid individual voluntary Membership Authorization Card to the Employer or who does not produce satisfactory evidence of MSEA membership shall, within thirty (30) days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to MSEA a representation service fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of MSEA, in accordance with the applicable provisions of the Civil Service Rules and Regulations. Such obligation shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided in Appendix C of this Agreement; Provided, that nothing in this Agreement shall obligate an employee to continue membership in MSEA or to tender to MSEA the required service fee without the opportunity to terminate such membership at any time; and provided further that this Section shall not take effect until MSEA notifies the Employer in writing of the amount of this representation fee. Such notification may be made on or after the effective date of the Agreement.

1 D. Compliance Procedure.

2
3 The Employer shall automatically deduct from an employee's pay
4 check and tender to the MSEA a representation service fee as
5 provided in Section C after the following:

- 6
7 1. The Employer has furnished to MSEA Central Office within
8 twenty (20) work days of date of hire, the name and address of
9 the newly hired employee.
10
11 2. After thirty (30) days from date of the employee's hire, the
12 MSEA has first notified the Employer in writing that the
13 employee is subject to the provisions of this Section and has
14 elected not to become or remain a member of the MSEA
15 and/or to tender the required service fee.
16
17 3. Within ten (10) work days from the date the MSEA so notifies
18 the Employer, the Employer shall:
19
20 a. notify the employee of the provisions of this Agreement;
21 b. obtain the employee's response; and
22 c. notify the MSEA of the employee's response, or lack of
23 response.
24
25 4. In the event the employee fails to become a member of the
26 MSEA in good standing, renew membership or sign the
27 "Authorization for Deduction of Representation Service Fee"
28 form after the above, the MSEA may request automatic
29 deduction by notifying the Employer, with a copy to the
30 employee, certified mail, return receipt requested.
31
32 5. Upon receipt of such written notice, the Employer shall, within
33 five (5) week days, notify the employee, with a copy to the
34 MSEA, that beginning the next pay period it will commence
35 deduction of the service fee and tender same to the MSEA.
36

37 NOTE: For all employees returned to employment from indefinite or
38 seasonal layoff, leave of absence or reinstatement within the same
39 department/agency who had previously signed an authorization
40 deduction card, the previous authorization deduction card shall remain
41 in effect.
42
43
44
45

E. Employer Notification.

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

F. Reimbursement.

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

G. Objections to Amount of Service Fee.

A Service Fee payer shall have the right to object to the amount of the Service Fee and to obtain a reduction of the Service Fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the Employer on labor-management issues.

The MSEA shall give every Service Fee payer financial information sufficient to determine how the Service Fee was calculated. A Service Fee payer may challenge the amount of the Service Fee by filing a written objection with the MSEA within 30 calendar days. The MSEA shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The MSEA shall place in escrow any portion of the objector's Service Fee that is reasonably in dispute.

ARTICLE 7

MSEA BUSINESS AND ACTIVITIES

A. Time Off for MSEA Business.

1. To the extent that attendance for MSEA business does not substantially interfere with the Employer's operation, properly designated MSEA Representatives, regardless of shift assignment, shall be allowed time off without pay for the following: MSEA Board of Directors Meetings, MSEA Executive

1 Council Meetings, state or area-wide MSEA Committee
2 Meetings, and MSEA General Assembly.
3

4 Employees who have been granted leave without pay shall not
5 earn annual, sick, or length of service credits during the time
6 spent in authorized Association activities. Such lost time shall
7 not be detrimental in any way to the employee's record. The
8 parties agree to minimize time lost from work under this Article.
9

- 10 2. Except as may be mutually agreed to locally, on a case by
11 case basis, an employee shall furnish written notice of the
12 employee's intention to attend a function listed in Paragraph 1
13 above to his/her immediate supervisor, at least two (2) work
14 days in advance of the date that work schedules must be
15 established in accordance with Article 14, Section D, of this
16 Agreement.
17

18 In addition to the notice from the employee required above,
19 except as may be mutually agreed to locally on a case by case
20 basis, the MSEA President or his/her constitutionally mandated
21 successor shall also provide, at least two (2) work days in
22 advance of the date that work schedules must be established
23 in accordance with Article 14, Section D, of this Agreement,
24 written notice containing the name(s) and Department/Agency
25 affiliation of employees designated by MSEA to attend such
26 functions.
27

28 Such written notice shall be provided to the named employee's
29 immediate supervisor and Appointing Authority. No employee
30 shall be entitled to be released and the Employer is under no
31 obligation to permit repurchase of annual leave, pursuant to
32 these provisions, unless designated by the President or his/her
33 constitutionally mandated successor as provided above.
34

- 35 3. The employee may utilize any accumulated time
36 (compensatory or annual) in lieu of taking such time off without
37 pay. Employees who are not at or near their annual leave cap
38 and who also have accrued compensatory leave hours may, at
39 the employee's request, utilize annual leave and not
40 compensatory leave. When the employee elects to utilize
41 annual leave credits, MSEA may "buy back" such credits up to
42 a limit of one hundred twenty (120) hours each fiscal year,
43 subject to the following regulations:
44

- a. Employees shall be permitted annual leave absence from work for such MSEA business only up to a maximum of their accrued credits.
- b. MSEA may reinstate only such employee-expended credits used in the previous twelve (12) months by cash payment to the Department Personal Services Account at the employee's current daily rate. MSEA shall forward to the department the net amount of refund (gross salary less employee's federal, state and city withholding tax deductions, and social security tax). This provision shall be administered in compliance with applicable tax statutes.
- c. MSEA shall be allowed to exercise the option of reinstating annual leave for any one employee not more than once in each fiscal quarter of the year.

B. MSEA Officers.

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

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

1 **C. Time Off Without Loss of Pay During Working Hours.**

2
3 Employees shall be allowed time off without loss of pay during
4 working hours to attend grievance hearings, labor-management
5 meetings, and committee meetings if such committees have been
6 established by this Agreement, or meetings called or agreed to by the
7 Employer, if such employees are entitled by the provisions of this
8 Agreement to attend such meetings by virtue of being MSEA
9 Representatives, Stewards, witnesses, and/or grievants, except in the
10 case of justified emergency as claimed by the Appointing Authority.

11
12 **D. Administrative Leave Bank.**

13
14 Subject to the operational needs of the Employer, employees covered
15 by this Agreement and designated in accordance with the provisions
16 below shall be permitted time off without loss of pay during scheduled
17 working hours to attend authorized MSEA functions subject to the
18 following conditions:

- 19
20 1. An Administrative Leave Bank is established based on 8 hours
21 of administrative leave for each 10 employees in the Labor and
22 Trades Unit, who are on active payroll status at the end of the
23 first pay period in June of each year. The Employer agrees to
24 furnish MSEA with the names of the employees in the Unit
25 counted for the purposes of establishing and computing such
26 Administrative Leave Bank.
- 27
28 2. Such Administrative Leave Bank shall be allocated to
29 Departments/Autonomous Agencies having employees in this
30 Unit in proportion to the number of employees who are on
31 active payroll status employed by such Autonomous Agencies
32 and/or Departments within the Unit covered by this Agreement.
33 Such administrative leave which is not used may be carried
34 forward to other years to cover absences from regularly
35 scheduled work activities authorized by this Section.
- 36
37 3. Once a year, during the month of January, MSEA may request
38 the transfer of administrative leave hours from each
39 department/autonomous agency, up to a maximum of 60 hours
40 per department/autonomous agency, into a Centralized
41 Administrative Leave Bank to be administered by the Office of
42 the State Employer. MSEA may request the utilization of
43 hours from the Centralized Leave Bank by written notice to the
44 Office of the State Employer. No one employee may utilize

more than 24 hours from the bank in a pay period. Hours unused in the Centralized Leave Bank will not carry forward.

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

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

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

5. Such administrative leave shall be granted only in blocks of four (4) or more hours.
6. Such administrative leave shall not be treated as hours worked for the purposes of computing daily or biweekly overtime premium.
7. No deduction shall be made, nor shall any employee be entitled to be released on such administrative leave, without prior written authorization from the President of MSEA or his/her designee.

E. Administrative Leave Approval Procedures.

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

1 In addition, except as may be mutually agreed to locally on a case by
2 case basis, the MSEA Central Office shall also provide, at least two
3 (2) work days in advance of the date work schedules must be
4 established in accordance with Article 14, Section D, of this
5 Agreement, written notice containing the name(s) and
6 Department/Agency affiliation of employees designated to attend such
7 activities as authorized in Section D. Such written notice shall be
8 provided to the named employee's Appointing Authority.
9

10 No employee shall be entitled to be released, and the Employer is
11 under no obligation to grant such time off without loss of pay pursuant
12 to these provisions, unless designated by MSEA Central Office.
13

14 Where an employee wishes to attend an MSEA General Assembly as
15 listed above, and the employee desires a change in schedule with
16 another employee capable of performing the work, the appropriate
17 supervisor will make a reasonable effort to approve the voluntary
18 change of schedule between the two employees providing such a
19 change does not result in overtime.
20

21 F. Reporting Time.

22

23 As required by the Civil Service Rules and Regulations, each
24 employee who engages in any activities on behalf of the MSEA when
25 receiving any compensation, benefit, or benefit accrual, paid in whole
26 or in part by the state, shall accurately report all such time to the
27 employee's Appointing Authority as "union leave" time and shall not
28 report such time as "actual-duty time".
29
30

31 **ARTICLE 8** 32 **GRIEVANCE PROCEDURE** 33

34 A. General.

35

- 36 1. A grievance is defined as a written complaint alleging that
37 there has been a violation, misinterpretation or misapplication
38 of any condition of employment contained in this Agreement, or
39 of any rule, policy or regulation of the Employer deemed to be
40 a violation of this Agreement or a claim of discipline without
41 just cause. Nothing shall prohibit the grievant from contending
42 that the alleged violation arises out of an existing mutually
43 accepted past practice. The concept of past practice shall not
44 apply to matters which are solely operational in nature.
45

2. Employees shall have the right to present grievances in person or through a designated MSEA Representative at the appropriate step of the grievance procedure. No discussion shall occur on the grievance until the designated MSEA Representative has been afforded a reasonable opportunity to be present at any grievance meetings with the employee(s). Upon request, a supervisor will assist a grievant in contacting the designated Steward or Representative. Any settlement reached shall be communicated to MSEA and shall not be inconsistent with the provisions of this Agreement. At a Step One Grievance Conference the Representative shall be the Steward, or an MSEA Staff Representative if requested by the grievant or Steward. At a Step Two or Three Grievance Conference the MSEA Representative shall be the Steward and an MSEA Staff Representative if so requested.
3. Only related subject matters shall be covered in any one grievance. A grievance shall contain the clearest possible statement of the grievance by indicating the issue involved, the relief sought, the date the incident or alleged violation took place, and the specific Section or Sections of this Agreement involved, if any. The grievance shall be presented to the designated supervisor involved in quadruplicate (four copies) on a mutually agreed upon form furnished by the Employer and MSEA and signed and dated by the grievant(s).
4. All grievances shall be presented promptly and no later than fifteen (15) week days from the date the grievant knew or could reasonably have known of the facts or the occurrence of the event giving rise to the alleged grievance. Week days, for the purpose of this Article, are defined as Monday through Friday inclusive, excluding holidays.
5. When an individual grievant(s) or MSEA respectively is satisfied with the resolution of a grievance offered by the Employer, processing the grievance will end, provided that the resolution is consistent with this Agreement.
6. MSEA, through an authorized Officer or Staff Representative, may grieve an alleged violation concerning the application or interpretation of this Agreement in the manner provided herein. Such grievance shall identify, to the extent possible, employees affected. MSEA may itself grieve alleged violations of Articles conferring rights solely upon the Association.

- 1 7. Grievances which by nature cannot be settled at a preliminary
2 step of the grievance procedure may, by mutual waiver of a
3 lower step, be filed at an agreed upon advanced step where
4 the action giving rise to the grievance was initiated or where
5 the relief requested by the grievance could be granted.
6
- 7 8. Group grievances are defined as, and limited to, those
8 grievances which cover more than one employee and which
9 pertain to like circumstances and facts for the grievants
10 involved. Group grievances shall, insofar as practical, name all
11 employees and/or classifications and all work locations
12 covered and may, by mutual agreement, at the step being
13 bypassed be submitted at Step Two or Step Three as
14 appropriate. Group grievances shall be so designated at the
15 first appropriate Step of the grievance procedure, although
16 names may be added or deleted prior to a third step hearing.
17 Group grievances involving more than one Department shall
18 identify all Departments involved. MSEA shall, at the time of
19 filing such a grievance, also provide a copy to the Office of the
20 State Employer.
21
- 22 9. It is expressly understood and agreed that the specific
23 provisions of this Agreement take precedence over policy,
24 rules, regulations, conditions and practices contrary thereto,
25 except as otherwise provided in the Civil Service Rules and
26 Regulations.
27
- 28 10. There shall be no appeal beyond Step Three on initial
29 probationary service ratings or involuntary separation of initial
30 probationary employees which occur during or upon
31 completion of the probationary period, except that grievances
32 alleging unlawful discrimination against a probationary
33 employee may be appealed by MSEA to Step Four.
34
- 35 11. Counseling memoranda and reprimands are not appealable
36 beyond Step Three, but less than satisfactory service ratings
37 grievances of employees having completed the initial
38 probationary period are appealable to Step Four.
39
- 40 12. In the Department of Corrections only, written reprimands may
41 be appealed to arbitration only:
42
43 - When a written reprimand has been timely grieved, and,
44

- the grievance has not been answered at Step Three prior to discipline being appealed to arbitration, and,
- that written reprimand is used to support further progressive discipline (which discipline would be by definition appealable to arbitration), and,
- which discipline is, in fact, appealed to arbitration,

the merits of the grievance concerning that written reprimand may be heard during arbitration. All other written reprimands are not eligible for appeal to arbitration.

13. The parties agree that as a principle of contract interpretation employees shall give full performance of duty while a non-dismissal and non-suspension grievance is being processed.

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

B. Grievance Steps.

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

Step Two. If not satisfied with the supervisor's answer in Step One, the grievance, to be considered further, shall be appealed to the designated Employer Representative within five (5) week days from receipt of the answer in Step One. The parties, upon request of either, will meet and attempt to resolve the grievance. Grievance meetings at Step Two involving 2nd or 3rd shift employees shall be held as conveniently as possible to the employee's shift and normally precede or immediately follow the employee's shift. A written answer will be placed on the

1 grievance form by the appropriate Employer Representative and
2 returned to the employee(s) and the designated MSEA
3 Representative within ten (10) week days from receipt of the
4 grievance form at Step Two. The answer will be responsive to
5 the grievance to the extent possible and shall indicate the basis
6 for the determination.
7

8 **Step Three.** If not satisfied with the Employer's answer in Step
9 Two, to be considered further, the grievance shall be appealed to
10 the departmental Appointing Authority or his/her designee within
11 ten (10) week days from receipt of the answer in Step Two. The
12 Employer Representative(s) may meet with the employee(s) and
13 the designated MSEA Representative in grievances concerning
14 disciplinary issues, to discuss and attempt to resolve the
15 grievance. Such meetings shall take place concerning
16 disciplinary grievances involving suspension, discharge, demotion
17 or less than satisfactory service rating. In grievances concerning
18 primary contract interpretation, which excludes those grievances
19 involving discipline and formal counseling, the Employer
20 Representative may meet with the designated MSEA
21 Representative to discuss and attempt to resolve the grievance.
22 It is the parties' intent that such meetings will involve discussion
23 and consideration of the grievance on the basis of a full
24 disclosure of the relevant facts and documentation by both
25 parties, however, such disclosure shall not limit the parties' rights
26 as described in Section H of this Article. All Step Three denials of
27 disciplinary grievances involving suspension, discharge,
28 demotion, mandatory change of residence or less than
29 satisfactory service rating shall be accompanied by
30 documentation that supports the action, if not previously provided
31 to a MSEA Representative. The written decision of the Employer
32 will be placed on the grievance form by the departmental
33 Appointing Authority or his/her designee and returned to the
34 grievant(s) and the designated MSEA Representative within
35 fifteen (15) week days from the date of receipt of the grievance
36 form at Step Three.
37

38 **Step Four.** If not satisfied with the Employer answer in Step
39 Three, only MSEA may appeal the grievance to arbitration within
40 twenty-five (25) week days from the date of the Department's
41 answer in Step Three. If an appeal to arbitration is filed by
42 MSEA, concurrent notice shall be provided to the department
43 and, in primary contract interpretation grievances only, to the
44 Office of the State Employer. All appeals to arbitration of
45 disciplinary grievances involving suspension, discharge,

demotion, or less than satisfactory service rating shall be accompanied by documentation in accordance with Section H of this Article. If an unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Employer's Step Three answer without prejudice or precedent in the resolution of future grievances. The parties may propose consolidation of grievances containing similar issues.

At the request of MSEA following a third step denial, a Staff Representative of MSEA and of the Department where the grievance originates will, on request of MSEA, discuss the matter. An effort shall be made in such discussions to arrive at fair and equitable grievance settlements to avoid the necessity of arbitration. Such settlements, if reached, shall be confirmed in writing when agreed to by the Employer and MSEA.

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

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

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

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

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

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

1 Any written briefs or closing arguments submitted by the parties shall
2 be postmarked no later than fifteen (15) work days from the
3 conclusion of the arbitration hearing.
4
5 The arbitrator shall have thirty (30) calendar days following closure of
6 the record of the arbitration hearing, to issue a decision.
7
8 The parties, which for MSEA is the President or President's designee,
9 may modify any period of time by mutual agreement.
10
11 The Federal Mediation and Conciliation Service or Michigan
12 Employment Relations Commission may be used by mutual
13 agreement.
14
15 The expenses and fees of the Arbitrator and the cost of the hearing
16 room, if any, shall be shared equally by the parties to the arbitration.
17 The expenses of a court reporter shall be borne by the party
18 requesting the reporter unless the parties agree to share such costs.
19
20 The Arbitrator shall only have the authority to adjust grievances in
21 accordance with this Agreement as permitted in the Civil Service
22 Rules and Regulations. The Arbitrator shall not have jurisdiction or
23 authority to add to, amend, modify, nullify, or ignore in any way the
24 provisions of the Civil Service Rules and Regulations or this
25 Agreement and shall not make any award which in effect would grant
26 MSEA or the Employer any rights or privileges which were not
27 obtained in the negotiation process. The authority of the Arbitrator
28 shall remain subject to and subordinate to the limitations and
29 restrictions on subject matter and personal jurisdiction in the Civil
30 Service Rules and Regulations.
31
32 The decision of the Arbitrator will be final and binding on all parties to
33 this Agreement, except as otherwise provided in the Civil Service
34 Rules and Regulations. Arbitration decisions shall not be appealed to
35 the Civil Service Commission, except that any person may file with the
36 State Personnel Director a complaint that the Arbitrator's decision has
37 been applied or interpreted to violate or otherwise rescind, limit, or
38 modify a Civil Service Rule or Regulation governing a prohibited
39 subject of bargaining. When the Arbitrator declares a bench decision,
40 such decision shall be rendered in writing within fifteen (15) calendar
41 days from the date of the arbitration hearing. The written decision of
42 the Arbitrator shall be rendered within thirty (30) calendar days from
43 the closing of the record of the hearing.
44

C. Time Limits.

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

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

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

D. Retroactivity.

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

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

1 It is the intent of this provision that employees be made whole in
2 accordance with favorable arbitral findings on the merits of particular
3 disputes, however, all claims for back wages shall be limited to the
4 amount of straight time wages that the employee would otherwise
5 have earned less any unemployment compensation, workers
6 compensation, long term disability compensation, social security,
7 welfare or compensation from any employment or other source
8 received during the period for which back pay is provided; however,
9 earnings from approved supplemental employment shall not be so
10 deducted.

11

12 **E. Exclusive Procedure.**

13

14 The grievance procedure set out above shall be exclusive and shall
15 replace any other grievance procedure for adjustment of any disputes
16 permitted under Civil Service Rules and Regulations. The grievance
17 procedure set out above shall not be used for the adjustment of any
18 dispute for which the Civil Service Rules or Regulations require the
19 exclusive use of a Civil Service forum or procedure.

20

21 **F. Processing Grievances.**

22

23 Whenever possible, the grievant or group grievance representative
24 and the designated MSEA Representative shall utilize non-work time
25 to consult and prepare.

26

27 When such preparation is not possible, the grievant or group
28 grievance representative(s) and the designated Representative will be
29 permitted a reasonable amount of time, not to exceed one (1) hour
30 without loss of pay, for consultation and preparation prior to any
31 scheduled grievance step meeting during their regularly scheduled
32 hours of employment. Overtime is not authorized.

33

34 One (1) designated Steward and the grievant will be permitted to
35 process a grievance without loss of pay. In a group grievance a
36 Steward or MSEA Representative, and up to two (2) grievants shall be
37 entitled to appear without loss of pay to represent the group. The
38 Steward or MSEA Representative must be employed at one of the
39 work sites represented in the grievance. In group grievances
40 involving more than one Bargaining Unit and/or more than one
41 Department, the group shall be represented by two (2) employee
42 grievants and MSEA Staff and/or attorney.

43

44 The Employer is not responsible for compensating any employees for
45 time spent processing grievances outside their regularly scheduled

hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Stewards in processing grievances.

G. Discipline.

The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. A non-probationary employee who alleges that such action was not based on just cause may appeal a demotion, suspension, or discharge taken by the Employer beginning with Step Three of the Grievance Procedure. Probationary employee appeals are limited in accordance with Section A(10) above.

H. Documents and Witnesses Required For Arbitration.

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

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

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

1 **I. Grievance Conduct.**

2
3 Employees, Stewards, MSEA Representatives, supervisors and
4 managers shall, throughout the grievance procedure, treat each other
5 with courtesy, and no effort shall be made by either party or its
6 representatives to harass or intimidate the other party or its
7 representatives.
8

9
10 **ARTICLE 9**
11 **DISCIPLINARY ACTION**

12
13 The parties recognize the authority of the Employer to reprimand in
14 writing, suspend, discharge or take other appropriate disciplinary or
15 corrective action against an employee for just cause.
16

17 Discipline, when invoked, will normally be progressive in nature,
18 however, the Employer shall have the right to invoke a penalty which
19 is appropriate to the seriousness of an individual incident or situation.
20

21 **A. Investigation and Representation.**

22
23 Allegations or other assertions of failure of proper employee conduct
24 or performance are not charges, but constitute a basis for appropriate
25 investigation by the Employer. The parties agree that disciplinary
26 action must be supported by timely and accurate investigation. For
27 purposes of this Article, investigation to determine whether disciplinary
28 action should be taken is timely when commenced within twenty (20)
29 week days following the date on which the Employer had reasonable
30 basis to believe that such investigation should be undertaken.
31

32 An employee is required to give prompt, full and accurate answers, to
33 the extent possible, to questions put to him/her by the Employer
34 concerning any matter regulated by the Employer, related to conduct
35 or performance, or which may have a bearing upon the employee's
36 fitness, availability or performance of duty. Written questionnaires
37 may be used to initiate or further an investigation. The Employer will
38 avoid duplicating questions contained on the initial questionnaire on
39 any follow-up questionnaire given to the employee under investigation.
40

41 An employee shall be entitled upon request to the presence of a
42 MSEA Representative at a meeting at which discipline or a less than
43 satisfactory service rating may or will take place, or at an investigatory
44 interview of the employee by the Employer regarding allegations or
45 charges of misconduct against the employee which if substantiated

could result in suspension or dismissal. It shall not be the policy of the Employer to take disciplinary action in the course of an investigation unless an emergency suspension or removal from the premises as provided in this Article is warranted. If the MSEA Representative is to be an attorney certified by MSEA, the employee or MSEA shall give as much notice as possible to the Employer.

B. Disciplinary Action and Conference.

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

Whenever it is determined that disciplinary action is appropriate, a Disciplinary Conference shall be held with the employee at which the employee shall be entitled to MSEA representation. The Representative must be notified and requested by the employee. If representation is not desired by the employee, a statement of waiver of representation will be signed by the employee. Upon request, a copy of the waiver will be forwarded to the MSEA Central Office. No Disciplinary Conference shall proceed without the presence of a requested Representative or the waiver signed by the employee. The Representative shall be a local Steward or an MSEA Staff Representative so that scheduling of the Disciplinary Conference shall not be delayed. The employee 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 C(2) and D of this Article, an employee shall be promptly scheduled for a Disciplinary Conference. Questions by the employee or Representative will be fully and accurately answered at such meeting to the extent possible. Response of the employee, including his/her own explanation of an incident if not previously obtained, or mitigating circumstances, shall be received by the Employer. The employee shall have the right to make a written response to the results of the Disciplinary Conference which shall become a part of the employee's file.

- 1 The employee shall be given and sign for a copy of the written
2 notice of charges and disciplinary action if determined. Where
3 final disciplinary action has not been determined the notice
4 shall state that disciplinary action is being contemplated.
5 Disciplinary action, if forthcoming, shall be initiated within
6 fifteen (15) calendar days of the Disciplinary Conference,
7 except in the Department of Corrections where it shall be
8 initiated within forty-five (45) calendar days of the Disciplinary
9 Conference unless otherwise modified in secondary
10 negotiations. The employee's signature indicates only that the
11 employee has received a copy, shall not indicate that the
12 employee necessarily agrees therewith, and shall so state on
13 the form. If the employee refuses to sign, the supervisor will
14 write "Employee refused to sign" and sign his/her own name
15 with the date. A witness signature should be obtained under
16 this circumstance.
17
18 2. In the case of an employee dismissed for unauthorized
19 absence for three (3) consecutive days or more, or who is
20 physically unavailable, a Disciplinary Conference need not be
21 held, however, notice of disciplinary action shall be given.
22
23 3. **Notice.** Formal notification to the employee of disciplinary
24 action shall be in the form of a letter or form spelling out
25 charges and reasonable specifications, advising the employee
26 of the right to appeal. The employee must sign for his/her copy
27 of this letter, if presented personally, or the letter shall be sent
28 to the employee by certified mail, return receipt requested.
29 Dismissal shall be effective on the date of notice. An
30 employee whose dismissal is upheld shall not accrue any
31 further leave or benefits subsequent to the date of notice. If
32 the employee has received and signed for a written letter of
33 reprimand, no notice is required under this Article.
34
35 4. Any employee who alleges that disciplinary action is not based
36 upon just cause may appeal such action in accordance with
37 the Grievance Procedure. Reassignment of an employee at
38 the same level, and work location if feasible, incidental to a
39 disciplinary action upheld or not appealed shall not be
40 prohibited or appealable, provided the possibility of such
41 reassignment was stated to the employee in the notice of
42 disciplinary action. However, the Employer retains the option
43 to reassign as part of the administration of discipline for just
44 cause.
45

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

C. Emergency Disciplinary Action.

1. Removal from Premises or Temporary Suspension.

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

2. Suspension for Criminal Charge.

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

Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this Subsection, where the employee contends that the charge does not arise out of the job, or is not related to the job, except that suspension for a felony charge shall not be appealable. An employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service upon proper notice without the necessity of further charges being brought and such disciplinary action shall be appealable through the grievance procedure. The record from any trial or hearing may be introduced by the Employer or MSEA in such grievance hearing, including Arbitration. Under this circumstance a Disciplinary

1 Conference will be conducted only upon written request of the
2 employee. An employee whose indictment is quashed or dismissed,
3 or who is acquitted following trial, shall be as soon as practicable
4 reinstated in good standing and made whole if previously suspended
5 in connection therewith unless a) the Employer imposes a suspension
6 for investigation under Section E, Suspension for Investigation, of this
7 Article, or, b) disciplinary charges, if not previously brought, are filed
8 within three (3) weekdays of receipt of notice at the central Personnel
9 Office of the results of the case, and appropriate action in accordance
10 with this Article is taken against such employee. Nothing provided
11 herein shall prevent the Employer from disciplining an employee for
12 just cause at any time irrespective of criminal or civil actions taken
13 against an employee or irrespective of their outcome.

14
15 **D. Resignation in Lieu of Disciplinary Action.**

16
17 Where a decision is made to permit an employee to resign in lieu of
18 dismissal, the employee must submit a resignation in writing. This
19 resignation shall be held for twenty-four (24) hours after which it shall
20 become final and effective as of the time when originally given unless
21 retracted during the twenty-four (24) hour period. This rule applies
22 only when a resignation is accepted in lieu of dismissal and the
23 employee shall have been told in the presence of a Representative
24 that he/she will be terminated in the absence of the resignation. The
25 offer of such resignation in lieu of dismissal shall be at the sole
26 discretion of the Employer and the resignation and matters related
27 thereto shall not be grievable.

28
29 **E. Suspension for Investigation.**

30
31 The Employer may relieve an employee from duty for investigation. A
32 suspension shall be with pay and be superseded by disciplinary
33 suspension or dismissal, or by reinstatement, within seven (7)
34 calendar days or within such extension, as may be approved by the
35 Director of the Office of State Employer in writing concurrently to the
36 Department and MSEA Central Office. Where a subsequent
37 disciplinary suspension results, the Employer may count the days of
38 suspension for investigation as part of the penalty.

39
40 **F. Suspension for Felony Charges.**

41
42 The Employer may suspend an employee while felony charges are
43 pending against him/her.

ARTICLE 10
COUNSELING AND PERFORMANCE REVIEW

The intent of performance review and counseling is to inform and instruct employees as to requirements of performance and/or conduct.

A. Performance Discussion or Review.

The parties recognize that supervisors are required to periodically discuss and review work performance with employees. Such discussions are not investigations, but are opportunities to evaluate and discuss employee performance and, as such, are the prerogative and responsibility of the Employer. An employee shall not have the right to an MSEA Representative during such performance discussion or review.

B. Informal Counseling.

Informal counseling may be undertaken when, in the discretion of the Employer, it is deemed necessary to improve performance, instruct the employee and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be written up or recorded. Informal counseling shall take place with only the affected employee and one Employer Representative present.

C. Formal Counseling.

1. When in the judgment of the Employer, formal counseling is necessary, it may be conducted by an appropriate supervisor. Formal counseling may include a review of applicable standards and policies, actions which may be expected if performance or conduct does not improve, and a reasonable time period established for correction and review. A narrative description of formal counseling will be prepared on a record of counseling form, a copy of which will be given to and signed for by the employee and a copy kept in the employee's personnel file. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. Formal counseling is grievable in accordance with Article 8 through Step Three.
2. An employee shall not have the right to a designated MSEA Representative during counseling.

- 1 3. Formal counseling may not be introduced in a Disciplinary
2 Conference except to demonstrate, if necessary, that an
3 employee knew or knows what is expected of them.
4
5 4. The distinction between informal and formal counseling shall
6 be maintained and a counseling memo, if any, shall be
7 considered formal.
8

9 **D. Removal of Records.**

10
11 Neither performance review, informal nor formal counseling shall be
12 considered as punitive/disciplinary action nor as prerequisites to
13 disciplinary action. A formal counseling form shall be removed from
14 an employee's file after twelve (12) months of satisfactory
15 performance during which the employee has not received less than a
16 satisfactory service rating, been the subject of disciplinary action, or
17 received further formal counseling for the same or similar reason(s).
18

19 **E. Relationship to Disciplinary Action.**

20
21 Nothing in this Article shall prohibit the Employer from taking
22 disciplinary action without the necessity of prior informal or formal
23 counseling against an employee who, in the judgment of the
24 Employer, commits a sufficiently serious offense.
25
26

27 **ARTICLE 11**
28 **SENIORITY**
29

30 **A. Seniority Definitions.**

31
32 For the purposes indicated below, seniority shall consist of the total
33 number of continuous service hours of an employee in the State
34 classified service including military service time earned prior to
35 appointment to the State classified service, and service in any
36 excepted or exempted position in State government which preceded
37 entry into the State classified service. Continuous hours shall be
38 recorded in the PPS (Payroll Personnel System) continuous service
39 hours counter, except that it shall not include the following:
40

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

42
43 Hours in non-career appointments, on duty or non-duty
44 disability retirement, lost time, suspension, leave of absence
45 without pay (except for military leave of absence for up to

10,400 hours), or layoff except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff. Employees off work due to compensable injuries or illness shall continue to accumulate seniority for the full period of absence precisely as though they had been working for purposes of layoff and recall, credit for longevity and state contribution for retirement.

1. Seniority as defined above shall be used for:

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

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

c. **Retirement Credit:** In accordance with statutory requirements.

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

a. Layoff and Recall (Article 12)

b. Assignment and Transfer (Article 13)

c. Overtime (Article 15)

Employees laid off out-of-line seniority shall continue to receive continuous service credit for their period of lay off not to exceed three (3) years provided that a less senior employee in the same class and

1 level is still working at the work location from which the employee was
2 laid off.

3
4 In the event two (2) or more employees are tied in seniority, seniority
5 for purposes of breaking the tie shall be determined by length of
6 continuous service at the current level and any higher level(s) and
7 then at successively lower levels of service. Ties in seniority which
8 cannot be resolved on the basis of seniority in accordance with this
9 Section shall be resolved by reference to the last four digits of the tied
10 employees' social security number with the highest four digit number
11 receiving preference.

12
13 **B. General Application.**

- 14
15 1. The Employer will be required to apply seniority as defined in
16 this Article only as specifically provided in this Agreement and
17 subject to any limitations set forth in any particular Article or
18 Section of this Agreement.
- 19
20 2. The seniority of Bargaining Unit members transferred prior to
21 the effective date of this Agreement, by Civil Service
22 Commission action from other jurisdictions to the classified
23 State Civil Service, shall begin on the date specified in the
24 Commission action for each assumption, except as provided in
25 Sub-paragraph 3 of this Section.
- 26
27 3. The seniority of Bargaining Unit members who were
28 transferred to the State classified service by Civil Service
29 Commission action pursuant to Act 61 of 1985 shall be as
30 outlined in provisions of the contract addendum dated April 25,
31 1985, which is hereby incorporated by reference. See
32 Appendix F.
- 33
34 4. The seniority of Bargaining Unit members transferred after the
35 effective date of this Agreement by Civil Service Commission
36 action from other public or private jurisdictions to the classified
37 State Civil Service as a result of legislation or Executive Order
38 authorizing the accretion of a function and associated
39 personnel, shall be the date of accretion unless otherwise
40 mutually agreed between the parties to this Agreement.
- 41
42 5. A State classified employee retired or retiring under the
43 provisions of any State of Michigan retirement system who
44 obtains employment in a classified position shall be credited
45 with seniority in accordance with the current applicable Civil

Service Rules and Regulations. Retirement credit shall be earned in accordance with statutory requirements.

6. An employee's continuous service record shall be broken and not bridged when the employee separates from the State classified service by means other than layoff, suspension, duty or non-duty disability retirement, or approved leave of absence.

C. Seniority Lists.

For A(2) above the Employer will prepare seniority lists by Department, Agency, TKU or mail code, classification and level showing the seniority of all Unit employees on the payroll as of the end of the pay period preceding the preparation date. The seniority list shall be prepared at the end of the first pay period in October and at the end of the first pay period in April, and will be made available for review by employees. A copy of such lists shall be provided to MSEA.

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

D. Seniority Limitation.

All employees in or on layoff from a position in this Bargaining Unit on the effective date of this Agreement shall retain full seniority based on their continuous service prior to that date.

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

ARTICLE 12
LAYOFF AND RECALL PROCEDURE

A. Application of Layoff.

MSEA recognizes the right of the Employer to lay off or to reduce the hours of employment, including the right to determine the extent, effective date, and length of such layoffs, for lack of funds, reduction in spending authorizations, lack of work, or reasons of administrative efficiency. The Employer shall have the right to determine the positions to be vacated when a reduction is deemed necessary. Bumping, layoff and recall of Bargaining Unit employees shall be exclusively governed by and in accordance with the provisions of this Agreement and this Article.

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

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

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

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

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

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

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

B. Voluntary Layoffs.

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

1 **C. General Layoff Procedures.**
2

- 3 1. Layoff shall be statewide within a Department or by geographic
4 and/or organizational layoff units as provided in departmental
5 plans on file with the Department of Civil Service on November
6 24, 1980, unless subsequently modified in secondary
7 negotiations. Layoff units shall be defined in secondary
8 negotiations upon request of either party.
9
- 10 2. Within a layoff unit, except where class clusters have been
11 established by secondary negotiations, layoff shall be by Civil
12 Service classification and level within a series by inverse
13 seniority. Positions in a class series which contain automatic
14 level changes shall be considered to be at the same class and
15 level. Where clusters have been established through
16 secondary negotiations layoff shall be by inverse seniority
17 within the layoff unit and the cluster.
18
- 19 3. No permanent employee shall be laid off until all limited-term
20 and temporary non-career appointments in the same
21 classification (and class cluster, if negotiated in secondary
22 negotiations) and lay-off unit are terminated.
23
- 24 4. Seniority for purposes of layoff, bumping and recall shall be as
25 defined in Article 11, Section A.
26
- 27 5. Excluded employees and eligible employees, as defined by the
28 Civil Service Rules and Regulations, who are not exclusively
29 represented shall be permitted to bump back into this
30 Bargaining Unit under procedures outlined hereinafter.
31
- 32 6. Seniority of excluded employees and eligible employees who
33 are not exclusively represented for purposes of bumping into
34 the Labor and Trades Unit shall be computed as follows:
35
- 36 a. All persons employed on November 24, 1980, shall retain
37 full seniority based on their continuous service prior to that
38 date.
39
- 40 b. All persons who moved from the rank and file to an
41 excluded or eligible non-exclusively represented position
42 prior to November 24, 1980, shall retain all continuous
43 service hours for purposes of seniority earned up to
44 November 24, 1980, plus up to an additional 1,040 hours.

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

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

- a. Gender;
- b. Manual communication skill;
- c. Bilingual skill;
- d. Department of Civil Service approved selective certification;
- e. Maintaining an existing affirmative action program in accordance with applicable law and approved in advance by the State Personnel Director.

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

The affirmative action exception, Subsection (e) above, can only be utilized in accordance with an approved plan and applicable law when approved in advance by the State Personnel Director.

The Employer shall give notice of such intent to MSEA and in accordance with Civil Service Rules and Regulations, upon request shall meet and confer with MSEA about the impact of such determination. No Department except one headed by a Constitutionally elected officer shall implement Subsection (e) above, without the involvement and agreement of the State Employer.

D. Bumping.

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

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

- 2
- 3 1. A vacant position which the Employer intends to fill; or, in the
- 4 absence of such vacancy,
- 5
- 6 2. The position occupied by the least senior employee as defined
- 7 in Article 11, Section A above.
- 8

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

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

35
36 An employee seeking to bump into another position must meet all
37 requirements in accordance with Articles 11 and 12.

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

Except as specified in Sections C(5) and C(6) of this Article, employees outside this Bargaining Unit shall have no bumping rights to positions within this Unit. Bargaining Unit members have no bumping rights arising out of this Agreement to positions outside this Unit.

The issue of class cluster for bumping purposes shall be a proper subject for secondary negotiations at the request of either party.

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

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

E. Recall Lists.

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

- a. The **Primary Class** is the class and any other class(es) in the class cluster from which an employee is initially laid off or bumped.
- b. The **Secondary Class** is a class and level and any other class(es) in the class cluster in the Bargaining Unit, other than the primary class, in which the employee has satisfactorily completed a probationary period, and any lower level class in that class series or class cluster.
- c. A **Departmental Recall List** is a list by class and level, and by county or Agency/Facility of each employee who has been laid off or bumped from a position in the Department and for which he/she is both eligible under a. and b. above and has requested recall to such class, level and county or Agency/Facility.
- d. A **Statewide Interdepartmental Recall List** is a list by class and level and county of each employee who has been laid off or bumped from a position in the State classified service, and for which he/she is both eligible under both a. and b. above and has requested recall to such class, level and county.

1 **2. Construction of Lists:** Each employee who is laid off from
2 State employment who bumps or who refuses reassignment to
3 another county, or who is eligible to return from a medical layoff
4 in accordance with Article 16, Section C(2), shall have the right,
5 upon written request to his/her Appointing Authority within
6 seven (7) days subsequent to being laid off, to have his/her
7 name placed on the Departmental Recall List for the primary
8 and any secondary classes for which he/ she is eligible, for any
9 county or Agency/Facility in the Department at which he/she
10 will accept recall.

11
12 Also, such employee upon written request to his/her Appointing
13 Authority as provided above, shall have the right to have
14 his/her name placed on the Statewide Interdepartmental Recall
15 List for the primary and any secondary class for which he/she
16 is eligible, for each county to which recall would be accepted.
17 The Departmental Employer will provide to employees eligible
18 for recall a form which shall be utilized to indicate recall
19 availability.

20
21 An employee may delete his/her name from any recall list
22 without penalty at any time prior to being recalled, by giving
23 written notice of such request to his/her Appointing Authority.
24 Similarly, without penalty, an employee may also delete a
25 county or Agency/Facility to which he/she has requested recall.

26
27 An employee may reactivate his/her name on appropriate
28 recall lists and/or elect additional locations during their period
29 of eligibility for recall by providing written notice to the
30 Appointing Authority. Such additions shall, as soon as
31 practicable, be included on recall lists prepared after the date
32 of receipt. Provided, however, that an employee removed from
33 a recall list in accordance with Section G. may not elect to be
34 returned to the same list.

35
36 **F. Recall from Layoff.**

37
38 The provisions of this Section shall be applied subject to the
39 exceptions listed in Section C(7) of this Article. Notice of recall shall
40 be sent to the employee at his/her last known address by registered or
41 certified mail.

42
43 When the Employer intends to fill a vacancy, the Employer may
44 reassign employees in accordance with Article 13, within the county or
45 Agency/Facility and within the class/class cluster and level of the

vacancy, otherwise when the Employer intends to fill a vacancy, the Employer shall recall the most senior employee who is on the Departmental Recall List for such class and level and who has designated that county or Agency/Facility.

If no employee is on such Departmental Recall List, the Employer shall recall one of the three (3) most senior employees from the Statewide Interdepartmental 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. In the event there are less than three (3) names the Employer shall recall from the remaining available name(s) on the list.

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

G. Removal of Names From Recall Lists.

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

1. An employee who refuses or accepts recall to employment in his/her primary class in his/her original county shall be removed from all recall lists.
2. An employee who refuses or accepts recall to employment in his/her primary class in a county other than his/her original county shall be removed from all recall lists except for his/her original county.
3. An employee who refuses or accepts recall to employment in a secondary class in his/her original county shall be removed from all recall lists for that class and all other secondary classes at that level and below.
4. An employee who refuses or accepts recall to employment in a secondary class in a county other than his/her original county shall be removed from all recall lists for that class and all other secondary classes at that level and below except at his/her original county.

1 5. The parties agree that the recall rights, seniority and benefit
2 credit of employees who are separated or who resign from
3 State employment are forfeited as a result of such separation
4 or resignation, except that an employee who resigns during the
5 first six (6) months of employment in a secondary class or in a
6 class referred to from the placement project, or is separated by
7 the Employer during the first six (6) months of employment in
8 such class based on the inability to satisfactorily perform
9 required job responsibilities, shall retain all recall rights, and if
10 recalled, shall retain seniority and benefit credit.
11

12 **H. Limited Term Recall.**
13

14 In accordance with the provisions of this Article, employees shall
15 designate agreement to be recalled by county or Agency/Facility on a
16 limited term basis when laid off. Limited term recall shall also be on
17 the basis of seniority. An employee who fails to accept limited term
18 recall to a county or Agency/Facility previously designated shall be
19 removed from that list. Removal from a limited term list shall be in
20 accordance with the provisions of Section G of this Article and shall
21 not affect the employee's place on a permanent recall list. An
22 employee whose limited term recall expires shall have no bumping
23 rights except in the case of a continuing State classified employee
24 who accepted limited term recall under the same Appointing Authority;
25 under this situation the employee shall be returned to the previous
26 class/level and work site at the time of limited term recall.
27

28 **I. Layoff and Recall Information to MSEA.**
29

30 The Departmental Employer agrees to provide to MSEA copies of
31 seniority lists and employment histories, which the Employer uses to
32 complete the layoff process.
33

34 The Departmental Employer shall provide to MSEA copies of recall
35 forms completed by employees.
36

37 The Departmental Employer agrees to provide to MSEA, upon
38 request, copies of Departmental and/or Statewide Interdepartmental
39 Recall List(s) which were used to recall Bargaining Unit employees.
40

ARTICLE 13
ASSIGNMENT AND TRANSFER

A. Definitions.

1. **Assignment.** An assignment is the particular job duties to be performed at or from a particular work location, (and as applicable) on an assigned shift, and on an assigned schedule.
2. **Reassignment.** A reassignment is a permanent change in assignment made by the Employer of an employee covered by this Agreement.
3. **Relocation.** Relocation is the reassignment of an employee by Management involving the mandatory change of personal residence.
4. **Transfer.** A transfer is a permanent change of assignment of an employee covered by this Agreement which is initiated by the employee.
5. **Work Location** shall be defined as all the premises of a Department in a county, unless otherwise agreed to by the parties in secondary negotiations, except that each of the following shall be considered a separate location:
 - a. A building or related group of buildings with twenty-five (25) or more employees in the Bargaining Unit.
 - b. A building or group of buildings which constitutes a facility in the Departments of Community Health, Corrections, Family Independence Agency, and Education.
 - c. In the Department of Corrections and the Department of Community Health, a "work location" is defined as (1) a facility, (2) multiple facilities that have shared services, or (3) facilities in close proximity to one another, not to exceed a distance of two miles.
6. **Vacancy.** A vacancy is a new or existing unfilled, permanent assignment which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy for purposes of transfer.

- 1 7. **Secondary Vacancy.** A secondary vacancy is a vacancy
2 arising directly as the result of an employee being selected
3 from the vacancy transfer list to fill the original vacancy.
4
5 8. **Work Unit.** Where applicable, establishment of work units will
6 be discussed at secondary negotiations.
7
8 9. **Qualified.** For purposes of this Article, except as provided in
9 Section E, an employee shall be deemed qualified if he/she is
10 actively employed on a permanent basis in satisfactory status
11 in the same Department and Civil Service classification as the
12 vacancy.
13

14 **B. Right of Assignment**
15

16 Except as provided in this Article, the Employer shall have the right
17 and responsibility to assign employees to and within an Agency or
18 work location within their classification. In filling a vacancy the
19 Employer shall continue to have the right to assign a qualified
20 employee subject only to the provisions of this Article.
21

22 **C. General.**
23

- 24 1. Initial assignments and transfers are not grievable.
25
26 2. Reassignments will not be executed solely for disciplinary
27 purposes.
28
29 3. Where a reassignment with relocation is contested, the
30 employee will accept the reassignment and will be entitled to
31 reimbursement for travel expenses in accordance with the
32 State Standardized Travel Regulations up to a maximum of
33 one-hundred eighty (180) days while the appeal is being
34 processed.
35
36 4. When filling the original and secondary vacancies, the
37 Employer will use seniority as the basis for transfer, unless
38 otherwise specified in this contract. Adequate and timely
39 notice shall be made available to all employees of this Unit
40 eligible to transfer to a vacancy.
41
42 5. An employee shall be given thirty (30) calendar days written
43 notice prior to the effective date of any reassignment involving
44 a mandatory change in residence, or change in work location in
45 excess of twenty (20) miles from the employee's present work

location. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time the employee is required to report early.

D. Assignment.

1. **Relief Assignment.** Relief assignment may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location subject to Article 33(E), Working Out of Class. This shall not be done to avoid the payment of overtime. Relief assignments may be utilized by the Employer as a regular assignment, including the possibility of a relief pool.

2. **Other Assignment.** The Employer may reassign an employee to a subsequent level vacancy, within the employee's work location, provided that such reassignment does not require a shift change.

In assigning or reassigning an employee from one work location to another, or within a work location from one assignment to another, requiring a change in shift, the Employer will assign the least senior qualified employee. Within the Department of Community Health, reassignment shall be confined to a Facility. Nothing in this Article shall preclude the Employer from seeking volunteers for an assignment before the Employer reassigns the employee.

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

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

1 **E. Transfer.**

- 2
- 3 1. **General.** Except as provided in Article 12, Section F,
- 4 permanent vacancies in classifications in this Unit at work
- 5 locations shall be filled in accordance with the provisions of
- 6 this Article.

7

8 Employees applying for a transfer within their current

9 classification and work location shall be given consideration in

10 accordance with Section E(3) in filling a vacancy in accordance

11 with the following:

- 12
- 13 a. The Employer reserves the right to appoint a qualified
- 14 employee to a vacancy. In evaluating qualifications the
- 15 Employer will consider:
- 16
- 17 (1) Whether the employee's experience and performance
- 18 indicate overall ability to perform the work required in a
- 19 satisfactory manner;
- 20
- 21 (2) Employees on authorized sick leave for a period of
- 22 more than two (2) weeks, from the time the Employer
- 23 seeks to fill the vacancy or employees on leave of
- 24 absence will be considered unavailable;
- 25
- 26 (3) Selective certification requirements or valid
- 27 occupational requirements in accordance with Article
- 28 12, Layoff and Recall.
- 29
- 30 b. Should the Employer raise a question of physical fitness of
- 31 an employee to perform required work, the employee will
- 32 not be held to a higher standard of fitness than that which is
- 33 currently necessary to secure employment in the particular
- 34 classification.

35

36 The procedure for tiered transfer priorities and transfer across shifts

37 within the same work location shall be a proper subject for secondary

38 negotiations.

- 39
- 40 2. **Limitations.** The Employer shall not be required to consider:

- 41
- 42 a. Probationary employees;
- 43
- 44 b. Employees with less than satisfactory service rating;
- 45

- c. Employees who have been transferred as the result of a transfer request, or transferred or reassigned as a result of an Employee Conduct Transfer Reassignment, any time during the immediately preceding twelve (12) month period;
- d. Within the Department of Community Health, transfer requests from outside the Agency shall only be considered when there are no names from the Agency on the transfer list.
- e. Employees who have declined, or failed to respond to three (3) offers of transfer within the immediate preceding twelve (12) month period.
3. **Original Vacancies.** Except as provided in Article 12, Section F, original vacancies shall be filled by transfer of the senior qualified employee who has applied for the vacancy by properly designating the work location(s) (which includes shift) of the vacancy on the vacancy transfer list provided for in Sub-section 5(a) below. Such transfer requests shall be submitted to the Personnel Office in writing. Among such applicants, preference shall go to the senior qualified applicant as defined in Article 11, Seniority, Section A.
4. **Secondary Vacancies.** Secondary vacancies shall be filled in the same manner as original vacancies (senior qualified applicant) except when the secondary vacancy occurs at a work location which is underutilized in terms of a protected group employee. In such case only the secondary vacancy may be filled by the Employer as part of the Department's affirmative action plan. However, if it is apparent that in filling a third or subsequent vacancy in the same sequence that the Employer could work toward its affirmative action goal by appointment to such third or subsequent vacancy within the same county, the third or subsequent vacancy in sequence shall be used for this (affirmative action) purpose and the secondary vacancy shall be filled by the senior qualified applicant as generally provided in this Article.
5. a. **Vacancy Transfer List.** The Employer will establish vacancy transfer lists from which original and secondary vacancies will be filled by qualified employees. Such vacancy transfer lists shall be based upon the Seniority List provided for under Article 11, Seniority. Requests for transfers shall be made on the appropriate form and sent to

1 the Personnel Office. Lists will be updated on the first of
2 each month. To be included on the list, transfer requests
3 must be received by the Personnel Office by the 20th of the
4 preceding month. Lists of work locations and their
5 classifications shall be made available for review by
6 employees. Transfer lists established as a result of such
7 requests will expire annually on September 30. The
8 Employer shall provide notice to employees no later than
9 September 15 that transfer lists established by this
10 agreement are expiring on September 30.

11
12 An employee may designate a maximum of three (3)
13 preferred work units and/or locations.

14
15 In utilizing a vacancy transfer list to fill a vacancy, the
16 Employer shall select the senior qualified employee who
17 has designated a preference for the work location in which
18 a vacancy is to be filled, except that an employee who
19 accepts appointment from a vacancy transfer list shall not
20 be entitled to another appointment from any vacancy
21 transfer list during a six (6) month period following the
22 effective date of the initial appointment from a vacancy
23 transfer list.

24
25 In notifying the applicant(s) on the vacancy transfer list, the
26 Employer shall furnish the employee the classification,
27 work location, valid occupational or selective certification
28 requirements, and scheduled work days of the vacancy.

- 29
30 **b. Removal from Vacancy Transfer List.** An employee who
31 has designated a preference for one or more work
32 locations may voluntarily remove his/her name from any
33 vacancy transfer list for such work locations by providing
34 the Employer written request at any time prior to an offer of
35 appointment being made by the Employer to the employee.

36
37 The name of an employee who declines an offer of
38 appointment from the vacancy transfer list shall be
39 removed from the vacancy transfer list for the work location
40 in which the offered vacancy is located. An employee
41 departing on vacation may furnish the Employer, prior to
42 departure, a written indication of the priority order of one or
43 more (up to three) of the employee's designated work
44 locations on the vacancy transfer list which he/she will
45 accept upon return from vacation. If such a vacancy arises

during the period of the scheduled vacation, the vacancy will be held open for the employee who shall be obligated to accept it.

- c. **Absence of Applicants on Vacancy Transfer List.** In the event that there are no qualified applicants on a vacancy transfer list for the work location in which an original or secondary vacancy occurs, and/or in the event that there are qualified applicants but none has accepted an offer of appointment to the vacancy from the vacancy transfer list, the original or secondary vacancy shall be filled as though it were a subsequent level vacancy as provided below.
6. **Subsequent Level Vacancies.** Within a work location or county, the Employer shall have the option of filling third and subsequent level vacancies at the work location where such vacancies occur by means other than the vacancy transfer list including appointment to meet an affirmative action goal consistent with other provisions of this Agreement. Requests for transfers from outside the work location or Department will be considered equally with new hiring; reinstatement; rehire; return from LOA; inter-classification transfer; placement of trainees; volunteers (not necessarily by seniority); promotion; demotion; and, involuntary reassignment. The Employer may make involuntary reassignments to subsequent level vacancies in accordance with Section E(7) of this Article. Involuntary reassignments not in accordance with Section E(7) of this Article shall only be by inverse seniority from the work location of the Employer's choice.
7. **Employee Conduct Transfer - Reassignment.** An employee may be transferred or reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work location will be detrimental to the continued effectiveness of that work location or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct transfer or reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment shall be grievable. An employee conduct transfer shall not be grievable.
- Reassignments shall not be executed solely for disciplinary purposes.

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

16
17 9. **Exchange Transfer.** An exchange transfer may take place
18 upon agreement of involved employees, the Employer and
19 MSEA.
20

21 **F. Expense Reimbursement.**

22
23 Employees who are reassigned with relocation under the provisions of
24 this Article shall receive reimbursement for incurred moving expenses
25 in accordance with Article 37 of this Agreement. In addition, they shall
26 be allowed travel, lodging, and meal allowances in accordance with
27 the State Standardized Travel Regulations. If the Employer conducts
28 interviews related to this Article, an employee selected for interview
29 shall be allowed necessary and reasonable release from assigned
30 duties and travel time without loss of pay or benefits. In the
31 Department of Community Health, this Section shall apply only on a
32 facility basis. Nothing in this Article shall preclude a Department from
33 paying expenses on a transfer with relocation.
34
35

36 **ARTICLE 14**
37 **HOURS OF WORK**

38
39 Sections A, B, C, and D shall not apply to Permanent-Intermittent or
40 less than full-time employees.
41

A. Biweekly Work Period.

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

B. Work Days.

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

C. Work Shift.

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

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

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

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

Employees may be assigned to work rotating or relief shifts.

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

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

1 The Employer reserves the right to establish or re-establish eight and
2 one-half (8 ½) or nine (9) hour shift schedules with one-half (½) or one
3 (1) hour for unpaid lunch. Meals previously provided to employees
4 working eight (8) hour shifts may be canceled when employees are
5 changed to eight and one-half (8 ½) or nine (9) hour shifts as provided
6 herein.

7
8 **D. Work Schedules.**
9

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

15
16 Changes in work schedules may be made up to ninety-six (96) hours
17 prior to the beginning of the pay period to be worked. Any changes in
18 scheduling shall be confirmed in writing to the employee or posted on
19 appropriate bulletin boards.

20
21 The regular work schedule of an employee shall not be altered within
22 the work period provided in Section A, above, solely to avoid premium
23 overtime. Any change in work schedule not in compliance with this
24 Section shall result in compensation for hours worked outside the
25 regularly scheduled shift at one and one-half (½) times the employee's
26 regular rate of pay. With the Employer's approval employees may
27 voluntarily agree, without penalty to the Employer, to changes in the
28 work schedules. Scheduling changes necessitated by requests
29 initiated by employees shall be exempt from the one and one-half
30 (1½) time compensation required by this Section unless the employee
31 is otherwise placed in overtime status in accordance with Article 15.
32 Emergency scheduling may continue in accordance with current
33 practice

34
35 **E. Meal Periods.**
36

37 In accordance with current practice, work schedules shall provide for
38 the work day to be broken at approximately mid-point by an unpaid
39 meal period of not less than thirty (30) minutes. At the discretion of
40 the Employer, meal periods may be temporarily rescheduled to meet
41 operational requirements. Those employees who receive an unpaid
42 meal period, and are required to work or be at their work assignments
43 and are not relieved for such meal periods shall have such time
44 treated as hours worked for the purpose of computing overtime;
45 however, nothing shall prohibit the Employer from establishing or

continuing an eight (8) hour work day inclusive of such meal period on a regular basis. The issue of employees foregoing lunch periods or lunch periods being extended beyond thirty (30) minutes shall be a proper subject for secondary negotiations regardless of current practice.

F. Rest Periods.

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

G. Wash-Up Time.

Positions for which such necessary wash-up time is authorized shall be determined in secondary negotiations.

If employees are working overtime at the end of the scheduled work day, an approved wash-up period shall be provided immediately prior to the end of the overtime period only. Under no circumstances shall an employee be paid premium pay to wash-up if the employee is required to work through this wash-up period.

H. Callback.

Callback is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back and whose callback time is contiguous to their regular working hours will be paid only for those hours worked. Employees who are called back and whose callback hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible callback time will be paid at the premium rate. When an employee is on call and is called back to work the employee shall be compensated in cash payment at the premium rate for the hours of callback. These provisions do not apply to Permanent-Intermittent employees, unless by virtue of the callback the employee works in excess of eight (8) hours in a day or forty (40) hours in a work week.

1 **I. On-Call.**

2
3 On-call is defined as the state of availability to return to duty, work
4 ready, within a specified period of time. Employees required to be on-
5 call shall be so notified in writing by the Employer and shall remain
6 available through a pre-arranged means of communication. Such
7 employees shall be compensated at the rate of one (1) hour of pay for
8 each five (5) hours of on-call duty. These pay provisions shall not
9 apply to exempt employees, except in accordance with current
10 practice. If an employee who is on-call is called back to duty, the
11 period of callback shall not be counted as on-call time. On-call time
12 shall not be counted as hours worked.
13

14 **J. No Guarantee or Limitation.**

15
16 This Article shall not be construed as a guarantee or limitation of the
17 number of hours per work day or work period. This Article is intended
18 to be construed only as a basis for overtime and shall not be
19 construed as a guarantee of work per day or per week. Overtime
20 shall not be paid more than once for the same hours worked.
21

22 **K. Modified Work Schedules.**

23
24 Nothing in this Agreement shall be construed to limit the Employer's
25 discretion to establish, modify or abolish modified work schedules as
26 are consistent with the program needs of the Employer and do not
27 violate Section A above. Plans proposed by the Employer for the
28 consideration of employees shall be provided to MSEA prior to being
29 provided to, and discussed with, employees. If the initial
30 implementation of any proposed plan would result in a layoff of a
31 permanent employee, such provision of the plan shall be negotiable.
32 Eligible employees on modified work schedules shall only be entitled
33 to overtime compensation for those authorized overtime hours in
34 excess of forty (40) hours worked in a work week. Whenever the
35 Employer intends to modify or abolish all or part of a modified work
36 schedule and such intent would have an adverse impact on an
37 employee(s), the Employer agrees to give fourteen (14) calendar days
38 notice for the employee to adjust personal schedules in order to
39 comply with such modification or abolishment. Any intended changes
40 in modified work schedules will first be provided to MSEA and will be
41 discussed with MSEA on request; however, such changes shall not be
42 negotiable.
43

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

L. Reduction in Hours.

Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs.

M. Utilization of Leave Credits and Timekeeping.

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

ARTICLE 15
OVERTIME

A. Definitions.

1. **Exempt Employee.** An exempt employee is one who is not eligible for overtime
2. **Eligible Employee.** An eligible employee is one who is eligible for overtime compensation in accordance with Section B of this Article. See Appendix A.
3. **Overtime.** Overtime is authorized work time that an eligible employee works in excess of the applicable standard described in Section B of this Article.
4. **Work Time.** Work time is defined as all hours actually spent in pay status including travel time required by and at the direction of the Employer before, during or after the regularly assigned work day.
5. **Work Week.** The work week shall consist of seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 a.m., Sunday.
6. **Regular Rate.** The regular rate of pay is defined as the employee's prescribed rate per hour, including any applicable

1 shift pay, prison ("P" rate) pay, hazard pay, on-call pay and
2 longevity pay.

3
4 7. **Overtime Rate.** The overtime rate shall be one and one-half
5 (1½) times the regular rate.

6
7 8. **Compensatory Time.** Compensatory time is authorized paid
8 time off from work in lieu of overtime pay. Compensatory time
9 is not charged against an employee's annual, sick or other
10 leave bank.

11
12 **B. Eligibility for Overtime Credit.**

13
14 The Employer agrees to compensate eligible employees in cash
15 payment at the overtime rate under the following conditions:

- 16
17 1. An eligible employee shall be compensated at the overtime
18 rate for all authorized work time, as defined above, in excess of
19 eight (8) hours of work time in a day or forty (40) hours of work
20 time in a work week or all consecutive hours in excess of eight
21 (8). This Paragraph shall not prohibit the application of
22 Paragraph 4 of this Section.
23
24 2. An eligible employee who is on any modified work schedule
25 shall be compensated at the overtime rate for all authorized
26 work time in excess of their regular working day or forty (40)
27 hours of work time in a work week.
28
29 3. The issue of compensating an eligible employee employed at
30 an Agency/Facility in the Department of Community Health or
31 Military and Veterans Affairs at the overtime rate for all
32 authorized work time in excess of eight (8) hours of work time
33 in a day or eighty (80) hours of work time in a biweekly work
34 period, shall be a proper subject for secondary negotiations
35 only upon mutual agreement.
36
37 4. When an eligible employee requests a work schedule
38 adjustment within a work week in lieu of accumulation of
39 overtime and the Employer agrees, such adjustment shall be
40 made as long as the employee has not worked in excess of
41 forty (40) hours in the work week. For employees covered by
42 Paragraph 3 of this Section such work schedule adjustments
43 may be made within the biweekly work period.
44

5. An eligible employee may, by mutual agreement of the employee and the Employer, receive compensatory time off at time and one-half (1½) for overtime hours worked within the pay period in lieu of cash payment for such hours worked.

6. An exempt employee is not eligible for overtime compensation, however, such employee shall, with supervisory approval, be entitled to absences from work without charge to leave credits, in accordance with current departmental practice. The Departmental Employer shall certify the employee has completed the reasonable equivalent of a full eighty (80) hour pay period.

C. Overtime Compensation.

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

D. Pyramiding.

Premium payment shall not be duplicated (pyramided) for the same hours worked. If an employee 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 are exceeded.

E. Scheduling of Compensatory Time.

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

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

1 Such compensatory time shall be taken before annual leave except
2 when annual leave is used to substitute for unpaid FMLA Leave,
3 where an employee at the allowable annual leave cap would thereby
4 lose annual leave or where such annual leave will be used for MSEA
5 business and the MSEA will buy back the time in accordance with
6 Article 7, Section A.

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

13
14 **F. Overtime Procedure.**

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

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

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

35
36
37 **ARTICLE 16**
38 **LEAVES OF ABSENCE**

39
40 **A. Eligibility.**

- 41
42 1. Employees shall have the right to request a leave of absence
43 without pay in accordance with the provisions of this Article
44 after the successful completion of their initial probationary
45 period.

2. Employees may also be eligible for a leave of absence in accordance with provisions of the Family and Medical Leave Act (see Letter of Understanding, page 198). Provisions of the Act, that may run concurrent to the provisions of this Article, shall not diminish the provisions of the Article.

B. Request Procedure.

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

The Appointing Authority shall furnish a written response as follows:

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

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

C. Approval.

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

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

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

1. **Educational Leaves of Absence.** The Employer may approve an individual employee's written request for a full-time educational leave of absence without pay for an initial period of time up to two (2) years to work toward an Associates Degree

1 or a Baccalaureate Degree and/or any advanced degree. To
2 qualify for such an educational leave, the employee must be
3 admitted as a full-time student as determined by the
4 established requirements of the education institution relating to
5 full-time status. Before the leave of absence can become
6 effective, proof of enrollment must be submitted by the
7 employee to his/her Appointing Authority. At the request of the
8 Employer, the employee shall provide evidence of continuous
9 successful full-time enrollment in order to remain on or renew
10 such leave. Such education shall be directly related to the
11 employee's field of employment. Such employee may return
12 early from such a leave upon approval by the Employer. The
13 Employer shall approve or deny the request for leave of
14 absence without undue delay. Any denial shall include a
15 written explanation of the denial, if requested by the employee.
16

17 The Employer may approve a leave of absence for an
18 additional educational purpose under the conditions described
19 in this Section.
20

- 21 **2. Medical Leaves of Absence.** Upon depletion of accrued sick
22 leave, an employee, upon request, shall be granted a leave of
23 absence including necessary extensions for a period of up to
24 six (6) months upon providing required medical information, for
25 personal illness, injury or temporary disability necessitating
26 his/her absence from work, if that employee is in satisfactory
27 employment status. This grant shall only apply when the
28 employee has had less than six (6) months medical leave of
29 absence within the preceding five (5) years. Time off on
30 medical leave of absence due to an employee's pregnancy
31 shall not be counted against the grant. An employee whose
32 initial leave including any extensions totals less than the six (6)
33 month period shall be granted a subsequent leave(s) up to a
34 cumulative total of six (6) months for all such leaves. In all
35 other cases an employee may be granted such leave for the
36 above reasons. Such leave may be granted for a period of up
37 to six (6) months upon providing required medical information.
38 The employee's request shall include a written statement from
39 the employee's physician indicating the specific diagnosis and
40 prognosis necessitating the employee's absence from work
41 and the expected return to work date.
42

43 In addition to the operational needs of the Employer and the
44 employee's work record, the Employer in considering requests
45 for extension will consider verifiable medical information that

the employee can return at the end of the extension period with the ability to perform the essential job duties.

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

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

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

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

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

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

4. **Leave for MSEA Office.** The Employer shall grant requests for leaves of absence to employees in this representational Unit upon written request of MSEA and upon written request of the employee, subject to the following limitations:

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

- 1 b. If the requested leave of absence is for the purpose of
2 permitting the employee to serve in an elective or
3 appointive office with MSEA, the request shall state what
4 the office is, the term of such office and its expiration date.
5 This leave may cover the period from the initial date of
6 election or appointment through the expiration of the first
7 full term of office.
8
9 c. If the requested leave of absence is for the purpose of
10 permitting the employee to serve as a Staff Representative
11 for MSEA, such leave shall be for a minimum of six (6)
12 months renewable upon request of the employee, but shall
13 not exceed three (3) years.
14
15 5. **Waived Rights Leave of Absence.** The employee may
16 request a waived rights leave of absence of up to one (1) year
17 in those situations when an employee must leave his/her
18 position for reasons beyond his/her control and for which a
19 regular leave of absence is not granted. Under such requests,
20 the privacy of the employee will not be violated. Employees do
21 not have the right to return to State service at the end of a
22 waived rights leave of absence but will have the continuous
23 nature of their service protected, provided they return to work
24 prior to the expiration of such leave. All requests for a waived
25 rights leave of absence must be made to the employee's
26 Appointing Authority in writing specifying the reason for the
27 request. An employee granted a waived rights leave of
28 absence may not carry any annual leave balance during such
29 leave. The employee shall receive and be required to sign a
30 written explanation containing the following statement of
31 conditions for a waived rights leave of absence:
32
33 "I understand that this leave is granted for the sole purpose
34 of protecting my continuous service record and I waive all
35 rights to return to employment at the expiration of the
36 leave."
37
38 6. **Maternity/Paternity Leave.** Upon written request an
39 employee shall, after the birth of his/her child, or adoption of an
40 infant under twelve (12) months of age, be granted
41 maternity/paternity leave for up to six (6) months. Maternity
42 leave shall commence immediately following the mother's
43 medical leave or upon adoption of an infant under twelve (12)
44 months of age. Paternity leave shall commence no later than
45 six (6) weeks following delivery or upon adoption of an infant

under twelve (12) months of age. The Employer may grant an extension of such leave upon the request of the employee, based on operational needs of the Employer.

D. Return from Leave of Absence.

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

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

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

For an employee who is approved to return early, the provisions of Subsection 2 above will apply.

E. School Participation Leave.

1. **Intent.** The parties recognize the positive role parental and other adult involvement in school activities plays in promoting educational success. The parties intent of this section is to foster employee involvement in educational programs.
2. **Leave Credits.** Effective October 1, 1996, permanent non-probationary employees shall annually receive eight (8) hours of paid school participation leave to be used in accordance with normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested. School participation leave shall be credited to employees on each October 1, and shall not carry forward beyond the fiscal year.
3. **Leave Usage.** Employees may use the leave to participate in any educational activity including but not limited to, tutoring,

1 field trips, classroom programs, extra-curricular educational
2 activities, school committees, including preschool and K-12
3 programs.

4
5 The use of the leave is intended for active participation in
6 school programs and not for mere attendance at curricular or
7 extra-curricular activities.

8
9 To request school participation leave, employees shall
10 complete a School Participation Leave form provided by the
11 Employer.

12
13
14 **ARTICLE 17**
15 **PERSONNEL FILES**

16
17 **A. General.**

18
19 There shall be only one official personnel file maintained on each
20 employee in the representational Unit covered by this Agreement.
21 Under no circumstances shall an employee's medical file be contained
22 in the employee's personnel file; however, records of personnel
23 actions based upon medical information may be kept in personnel
24 files.

25
26 **B. Access.**

27
28 Access to individual personnel files shall be restricted to authorized
29 management personnel, the employee and/or a designated MSEA
30 Representative when authorized in writing by the employee. An
31 employee shall have the right, upon request, to review his/her
32 personnel file at reasonable intervals, generally not to exceed two (2)
33 times in a contract year, and may be accompanied by a designated
34 MSEA Representative if the employee so desires. An employee who
35 requests in writing one or more additional reviews shall state the
36 purpose thereof. File review shall normally take place at the location
37 of the personnel file and during the Employer's normal work hours. If
38 a review during normal work hours would require an employee to take
39 time off from work, the Employer will provide some other reasonable
40 time or place for the review. As an alternative to rearranging the time
41 or place for employee review, employees may designate, in writing, an
42 MSEA Representative to conduct such review. Upon employee
43 request, the Employer shall make and furnish a copy of documents, or
44 parts of documents, to the employee or the designated MSEA
45 Representative. The Employer may charge a reasonable fee for

duplicate copies previously furnished to the employee or MSEA, when requests for such copies become excessive.

C. Employee Disagreements.

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

D. Employee Notification.

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

E. Non-Employment Related Information.

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

F. Confidentiality of Records.

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

The Employer will not release an employee's final disciplinary action record to other than the authorized representative(s) of the Employer or the designated MSEA Representative with the employee's written permission, unless the Employer furnishes the employee with written notice of such release on or before the day the information is released.

1 Such notice may, at the Employer's discretion, be provided to the
2 employee by first-class mail at the employee's home-of-record, or at
3 the work location.

4
5 This provision shall not prohibit the Employer from releasing such
6 information where:

- 7
8 1. The employee has waived the right to written notice as part of
9 a written, signed employment application with another
10 Employer; or
- 11
12 2. The disclosure is ordered in a legal action or arbitration to a
13 party in that legal action or arbitration;
- 14
15 3. The information is requested by and provided to a government
16 agency as a result of a claim or complaint by an employee with
17 such government agency.

18 19 **G. Expunging Records.**

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

38 39 **H. Confidentiality of Medical Records.**

40
41 To insure strict confidentiality, medical reports and records made or
42 obtained by the Employer relating to an employee shall not be
43 contained in nor released in conjunction with the employee's
44 personnel file. Only authorized representatives of the Employer, the
45 employee, and MSEA Representatives authorized by the employee in

writing, shall possess or have access to such employee medical reports or records, including records prepared by a private physician, rehabilitation facility, or other resource for professional medical assistance.

This provision shall not prohibit the Employer from placing information in the employee's medical file which reflects Employer-initiated correspondence with a medical practitioner, or the employee, regarding diagnoses, prognoses, and fitness for employment, or absences from work associated therewith, nor from placing copies of records and reports containing conclusions by the Employer concerning the employee's fitness for duty based upon proper medical records and reports. This file may be reviewed by the employee and/or the employee's representative in the same fashion as the personnel file.

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

ARTICLE 18 MSEA REPRESENTATION

A. MSEA Representatives and Jurisdictions.

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

1. **Work Location Definition.** For the purposes of this Article only, a work location is a county or a facility within a county, or in those instances where employees have a geographical area of assignment greater or lesser than a county, the geographical area of assignment shall be considered the work location.
2. At work locations of a Department, MSEA may designate a Steward(s) to represent such employees at such work locations. A Steward shall lose no normal pay or leave credits while representing employees at the same work location.

- 1 3. Stewards or Chief Stewards operating within jurisdictional
2 areas as agreed to in secondary negotiations shall lose no
3 normal pay or leave credits while representing employees
4 within the jurisdictional area or for related travel between work
5 locations within the jurisdictional area.
6
7 4. Where no Steward is authorized or designated, or one
8 designated is temporarily not available, MSEA may designate
9 any employee covered by this Agreement to act as a
10 temporary representative, provided that if such employee is
11 employed at another work location or in another Department
12 he or she shall be released for such purpose on accrued leave
13 credits subject to operational requirements and other criteria
14 governing annual leave. Such employee may represent
15 employees across departmental lines.
16
17 5. Employees whose unplanned absence would remove service
18 from an area shall not be designated by MSEA as a temporary
19 representative under this Section.
20
21 6. Stewards shall be employed in or on leave from a classification
22 in the Bargaining Unit covered by this Agreement.
23

24 **B. Chief Stewards.**
25

26 MSEA may designate one (1) Chief Steward per forty (40) employees
27 or fraction thereof in a department. Chief Stewards, designated by
28 MSEA, shall have preference in employment retention in the event of
29 layoff and bumping. A Chief Steward may also be designated as a
30 Steward at a work location. At a work location where no Steward has
31 been authorized by secondary negotiations or the designated Steward
32 is not available, the Chief Steward may act as a temporary Steward
33 without loss of pay within jurisdictional areas as determined in
34 secondary negotiations.
35

36 MSEA shall furnish to the Employer in writing the names of the
37 designated Chief Stewards with their jurisdictions and work locations,
38 and the names of Stewards with their work locations or their
39 jurisdictions. MSEA shall do so within thirty (30) work days after the
40 effective date of this Agreement. Any changes or additions thereto
41 shall be forwarded to the Employer by MSEA in writing as soon as
42 such changes are made.
43

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

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

C. Release of MSEA Representatives.

No Steward or Chief Steward shall leave his/her work to engage in employee representation activities authorized by this Agreement without first notifying and receiving approval from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall unreasonably be denied. In the event that approval is not granted for the time requested by such MSEA Representative, MSEA, at its discretion, may either request an alternate MSEA Representative or have the activity postponed and rescheduled. In making such request, MSEA will provide timely representation so that the activity would not be unreasonably delayed.

D. Union Leave.

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

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

ARTICLE 19
LABOR-MANAGEMENT MEETINGS

A. Purpose.

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

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

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

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

Employees, stewards, MSEA representatives, supervisors, managers, and department representatives shall, throughout all labor-management proceedings, treat each other with courtesy, and no effort shall be made by either party to harass or intimidate the other party.

B. Representation.

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

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

C. Scheduling.

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

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

D. Pay Status of MSEA Representatives.

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

E. State Employer.

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

1 **ARTICLE 20**
2 **WORK RULES**
3

4 In accordance with Article 5 of this Agreement, Management Rights,
5 and in accordance with the Rules of the Michigan Civil Service
6 Commission, the Employer has the unlimited right to make reasonable
7 work rules, including, but not limited to, operational procedures and
8 guidelines, which regulate conduct, safety and health of employees.
9 Additions to or changes in work rules promulgated by the Employer
10 which are generally applicable to employees in this Unit shall be
11 provided to MSEA Central Office at least fourteen (14) calendar days
12 prior to their effective date in non-emergency situations. Should
13 MSEA wish to discuss such work rules prior to their effective date they
14 shall so request as soon as possible but no later than seven (7)
15 calendar days prior to their effective date. Work rules promulgated on
16 a local basis shall be discussed locally. Work rules promulgated on a
17 departmental level shall be discussed at the departmental level. It is
18 the intention of the parties that such discussions shall be held in an
19 informal context and shall not require the convening of a
20 Labor-Management Committee Meeting. If after timely notice by the
21 MSEA such meeting can not be held prior to the implementation date
22 because of Management's unavailability, the implementation shall be
23 delayed until such meeting can be held. Rule changes established in
24 emergencies shall be promulgated as soon as possible. MSEA shall
25 have the right to timely grieve the reasonableness of a work rule.
26

27 Work rules shall be discussed at the initiative of either party in
28 Labor-Management Committee Meetings.
29
30

31 **ARTICLE 21**
32 **GROOMING AND ATTIRE**
33

34 The Employer and MSEA agree that employees have an obligation to
35 maintain reasonable grooming and attire standards which bear a
36 reasonable relationship to their work.
37

38 The Employer will not be arbitrary or capricious when requiring any
39 employee to conform to any standards.
40

ARTICLE 22
HEALTH AND SAFETY

A. General.

The Employer and MSEA will cooperate in the objective of eliminating safety and health hazards. The Employer will attempt to provide a safe and healthful place of employment free from recognizable hazards.

It is recognized that emergency circumstances may arise, and the Departmental Employer is authorized to make satisfactory arrangements for immediate protection of the affected employees, patients, clients, residents, and the general public in an expeditious manner.

B. First Aid Equipment.

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

C. Buildings.

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

D. Medical Examinations.

Whenever the Employer requires an employee to submit to a medical examination or medical test, including x-rays or inoculations, by a licensed medical practitioner selected by the Employer, the Employer will pay the entire cost of such services provided that the employee uses the services of the practitioner selected by the Employer. With the consent of the Employer, the employee may use another medical practitioner and the Employer will pay the excess costs not covered by the employee's health insurance program.

1 Employees required to take a gynecological examination may be
2 examined by a practitioner mutually acceptable to the employee and
3 the Employer. In the absence of mutual agreement regarding a
4 required gynecological examination, the parties will select a physician
5 from recommendations by a county or local medical society, by
6 alternate striking if necessary.
7

8 All pre-employment physical plans affecting current bargaining unit
9 members shall be submitted to MSEA.
10

11 **E. Foot Protection.**
12

13 The Employer reserves the right to require the wearing of foot
14 protection by employees. In such cases, the Employer will provide a
15 safety device or, if the Employer requires the employee to purchase
16 approved safety shoes, the allowance paid by the Employer for the
17 purchase of required safety shoes shall be the actual cost of such
18 shoes up to a maximum reimbursement as allowed in Article 43,
19 Section X. Employees shall have the right to purchase such safety
20 shoes utilizing the allowance provided therein.
21

22 **F. Protective Clothing.**
23

24 The Employer will furnish protective clothing and equipment and
25 provide required training in accordance with applicable standards
26 established by the Michigan Departments of Consumer and Industry
27 Services and/or Community Health. The issue of the Employer
28 providing other apparel, purpose of which is to protect the health and
29 safety of employees against hazards they might reasonably be
30 expected to encounter in the course of performing job duties, may be
31 taken up in departmental secondary negotiations.
32

33 The types of apparel items to be discussed pursuant to this Sub-
34 section shall include, but not be limited to: biological, radioactive, or
35 chemical protective clothing; seasonal protective clothing; hard hats
36 and fire resistant clothing for operators of fire suppression vehicles;
37 helmets, boots, gloves and abrasion resistant clothing for motorcycle
38 operators; steel-toed boots for operators of mechanized mowers; and
39 welding protective apparel.
40

41 **G. Safety Glasses.**
42

43 The Employer reserves the right to require the wearing of suitable eye
44 protection by employees. In such cases, the Employer will provide
45 such eye protection devices or, if the Employer requires the employee

to purchase approved safety glasses, the Employer will furnish such glasses. If an employee needs corrective safety glasses, the Employer shall also continue to furnish such glasses in the proper size after the employee has presented the required prescription. Coverage for examinations shall be in accordance with Article 43, Section F, Vision Care Insurance.

H. Safety Inspection.

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

I. Contagious Diseases.

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

The Employer shall provide necessary supplies, training and equipment for such precautions. The parties recognize that an individual's rights regarding confidentiality may not be violated. However, employees' right to know shall be in accordance with applicable statutes.

The parties agree that the Employer and employees shall abide by the recommendations of the Centers for Disease Control (CDC), and MIOSHA referencing contagious diseases, and that they shall

1 consider recommendations by the U.S. Department of Health and
2 Human Services and the U.S. Department of Labor.

3
4 The Employer will establish and/or continue a contaminated waste
5 disposal system in accordance with CDC and the Michigan
6 Department of Community Health Guidelines.

7
8 In accordance with CDC guidelines, protective garments such as
9 gloves, gowns, aprons, masks, etc. shall be readily accessible to an
10 employee who deals with individuals whose behavior or actions
11 indicate a need for a protective barrier.

12
13 **J. Health and Safety Committee.**

- 14
15 1. Statewide Committee. A statewide joint committee on health
16 and safety will be established consisting of two (2)
17 representatives of the MSEA appointed by the MSEA and two
18 (2) representatives of the Employer appointed by the Office of
19 State Employer, hereinafter referred to as the State
20 Committee. Each party will make a good faith effort to appoint
21 at least one member who has professional training in industrial
22 hygiene or safety.

23
24 The Committee shall meet at least quarterly at mutually
25 agreeable times and places. Agendas will be established in
26 advance. Minutes will be prepared for each meeting and a
27 copy given to the international union members. The charge of
28 this Committee shall be to examine statewide policy issues
29 regarding health and safety as it affects Bargaining Unit
30 employees. The Committee shall also make recommendations
31 pursuant to its findings.

- 32
33 2. The Employer agrees that when Health and Safety Committees
34 have been established by secondary negotiations, one member
35 may be appointed by MSEA. The MSEA Representative on
36 such Committee will serve the Bargaining Unit and will be on
37 leave without loss of pay while at meetings of the Committee.
38 Such Committee may meet bimonthly at the request of either
39 party for the purpose of identifying and correcting unsafe or
40 unhealthy working conditions which may exist. Items to be
41 included on the agenda for such meetings must be submitted at
42 least seven (7) calendar days in advance of scheduled meeting
43 dates. Where no items are timely submitted, no such meetings
44 shall be held.

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

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

K. Compliance Limitations.

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

L. Safety Evacuation Plans.

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

M. Obligation of MSEA and Employees.

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

N. Employee Services Referral Program.

The parties recognize that employees who are experiencing work-related problems or personal concerns, including, for example, alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness, may demonstrate less than satisfactory attendance and job performance.

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

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

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

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

22
23
24 **ARTICLE 23**
25 **PROBATIONARY EMPLOYEES**

26
27 **A. Definition.**

- 28
29 1. An initial probationary employee shall be an employee who has
30 not been certified as having satisfactorily completed the initial
31 probationary employment period as required by the Civil
32 Service Rules and Regulations.
33
34 2. A continuing probationary employee shall be an employee who
35 has completed the initial probationary period and has
36 subsequently been appointed to a new class, or level, and is
37 required to satisfactorily complete a new probationary period.
38
39 3. An initial or continuing probationary employee who is being
40 given a less than satisfactory service rating shall be entitled,
41 upon request in accordance with Article 9, Section B, to the
42 presence of a MSEA Representative at the disciplinary
43 conference.
44

B. Effect of Separation.

An individual having separated from State service and no longer having reinstatement rights shall be required to serve an initial probationary period.

C. Application of Provisions.

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

**ARTICLE 24
SUPPLEMENTAL EMPLOYMENT**

Supplemental employment is permitted under the following conditions:

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

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

1 **ARTICLE 25**
2 **NON-DISCRIMINATION**

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

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

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

18
19
20 **ARTICLE 26**
21 **SEXUAL HARASSMENT**

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

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

- 31
32 1. Repeated or continuous conduct which is sexually degrading
33 or demeaning to another person.
34
35 2. Conduct of a sexual nature which adversely affects another
36 person's continued employment, wages, advancement, tenure,
37 assignment of duties, work shift or other conditions of
38 employment.
39
40 3. Conduct of a sexual nature that is accompanied by a threat,
41 either expressed or implied, that continued employment,
42 wages, advancement, tenure, assignment of duties, work shift,
43 or other employment conditions may be adversely affected.
44

ARTICLE 27
SMOKING

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

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

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

ARTICLE 28
POLYGRAPH EXAMINATIONS

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

ARTICLE 29
TRAINING

The Employer will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job including changes brought about by the introduction of automation, computers or robotics or whenever job responsibilities are significantly altered. Where licensure or certification is required by Civil Service

1 classification specifications, the Employer will provide administrative
2 leave to attend training required to maintain such licensure. The
3 Employer's obligation under this Article shall be discussed at
4 secondary negotiations.

5
6 The Employer agrees to provide MSEA with advance notice of plans
7 to introduce automation, computers, or robotics, which have a major
8 impact on the manner in which large groups of employees perform
9 their work responsibilities. Such notice shall be given not less than
10 sixty (60) calendar days prior to the implementation of such changes.

11
12 The Employer and the MSEA agree to jointly explore sources for
13 funding for job retraining programs for laid off employees.
14

15
16 **ARTICLE 30**
17 **STAFFING**
18

19 The parties agree that a proper relationship of workload to staff is a
20 desirable goal to attain.
21

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

26
27 The parties agree that a proper subject in Labor-Management
28 Conferences is criteria for staffing ratios and reasonable production
29 standards. The parties agree further to seek opportunities for
30 cooperative approaches to legislative bodies to accomplish necessary
31 staffing.
32

33
34 **ARTICLE 31**
35 **OPERATION OF STATE MOTOR VEHICLES**
36

37 **A. General.**
38

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

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

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

B. Commercial Drivers License.

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

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

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

1. The Employer will reimburse the cost of the required CDL Group License and Endorsements for those employees in positions where such license and endorsements are required.
2. The Employer will reimburse, on a one-time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test. Where a skills test is required, the employee will be permitted to utilize the appropriate State vehicle.
3. Employees shall be eligible for one grant of administrative leave to take the test to obtain or renew the CDL. Should the employee fail the test initially, the employee shall complete the necessary requirements on non-work time.
4. Employees reassigned to a position requiring a CDL shall be eligible for reimbursement and administrative leave in accordance with paragraphs 1, 2 and 3 of this section.
5. Employees who transfer, promote, bump, or are recalled to a position requiring a CDL are not eligible for reimbursement for obtaining the initial CDL but shall be eligible for reimbursement for renewal.

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

23
24 7. Employees required to obtain a medical certification of fitness
25 shall have the "Examination to Determine Physical Condition of
26 Drivers" form filed in their medical file. A copy of the "Medical
27 Examiners Certificate" shall be filed in their personnel file. The
28 Employer agrees to pay for the examination and to grant
29 administrative leave for the time necessary to complete the
30 examination.

31
32 When the Employer evaluates sick leave usage, the Employer will
33 take into consideration that certain employees may have been absent
34 on approved sick leave as a result of 1) failing to pass their physical
35 examination, or 2) advice by a physician that prescribed medication
36 will adversely impact on their ability to perform safety sensitive
37 functions. Any counseling/disciplinary actions based on the
38 employee's overall record will normally exclude this (these)
39 absence(s).

40
41 This section shall not apply to non-employees who may be required to
42 have the CDL as a condition of employment, nor to employees whose
43 license is suspended or revoked.
44

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

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

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

1. **Self-Identification.** Both the Employer and the MSEA will encourage employees to seek professional assistance whenever necessary. An employee who voluntarily discloses a problem with use of a controlled substance or alcohol abuse shall not be disciplined for such disclosure, provided the employee discloses the problem prior to being subject to testing under the Act, i.e. (a) has not been selected for random testing, (b) is not in the process of complying with post-accident testing, (c) is not currently being required to submit to reasonable suspicion testing, (d) is not undergoing pre-employment testing for re-placement into the pool, etc. The employee shall be referred to a Substance Abuse Professional (SAP). Employee absences will be covered by available leave credits, or a medical leave of absence in accordance with Article 16, Leaves of Absence, of this Agreement.
2. **Education and Training.** The Employer agrees to supply the MSEA a copy of all educational material provided to Bargaining Unit employees in conjunction with this Act.
3. **Request for Proposal (RFP) and Contract Award.** The Employer will provide the MSEA with a copy of the RFP regarding contracts for drug and alcohol testing of Bargaining Unit employees who may be subject to the Act, prior to sending it out to potential bidders. The Employer will provide the MSEA with a copy of any subsequent contract award.

- 1 4. **Pay Status of Employees.** Time spent at the collection site
2 for an alcohol and/or controlled substance test, including
3 necessary travel time, will be considered as work time. The
4 Employer shall pay for the cost of drug and/or alcohol tests
5 administered under the random, post-accident, and reasonable
6 suspicion testing provisions of the Act or a test required when
7 a current employee enters or re-enters the testing pool, except
8 that the Employer shall not be responsible for the cost of any
9 split sample testing related to such tests.
- 10
11 Employees tested under the reasonable suspicion provisions
12 for controlled substance use may be removed from the work
13 site and placed on available leave credits until receipt of the
14 drug test results. In the event that the test results are
15 negative, the leave credits will be restored and the employee
16 shall be considered to have been in work status for the period
17 of the absence from regularly scheduled work activities.
- 18
19 5. **Availability for Unscheduled Work Assignment.** Employees
20 who are contacted outside their regular work schedule and
21 requested to report for previously unscheduled work duty shall
22 not be subject to discipline for advising the Employer that they
23 believe they would be in violation of the Act if they were to
24 report for duty.
- 25
26 6. **Union Representation.** Employees may confer with an
27 available MSEA Representative onsite (if available on-site), or
28 a co-worker onsite (if available on-site), or through a telephone
29 conference, whenever an employee is directed to submit to a
30 reasonable suspicion alcohol or controlled substance test,
31 provided such contact will not unreasonably delay the testing
32 process.
- 33
34 7. **Documentation for Reasonable Suspicion Testing.** The
35 Employer will utilize the form in Appendix K for describing the
36 observations concerning the appearance, behavior, speech or
37 body odors of the employee that were made by the supervisor
38 (and witness, if any), and communicated to the Departmental
39 Drug/Alcohol Testing Coordinator (DATC) or DATC designee,
40 which gave reason for reasonable suspicion testing of the
41 employee.
- 42
43 8. **Alternative Duty Assignment.** When the prescribing
44 physician determines that an employee should not be assigned
45 to operate a commercial motor vehicle or perform other safety

sensitive functions because the employee is using a controlled substance pursuant to a prescription, the employee may be assigned, at the Employer's discretion, to alternative duties. If the Employer does not elect to make such a temporary assignment, the employee's absence shall be covered by available leave credits.

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

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

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

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

An employee who reports for duty or remains on duty requiring the performance of safety sensitive functions while using any controlled substance pursuant to the instructions of a physician who has advised the driver that the medication does not adversely effect the driver's ability to safely operate a commercial motor vehicle, shall furnish the Employer with the physician statement (in Appendix L) prior to the performance of any safety sensitive functions.

1 **ARTICLE 32**
2 **WAGE ASSIGNMENTS AND GARNISHMENTS**
3

4 The Employer will not impose disciplinary action against an employee
5 for any wage assignments or garnishments. An employee who is
6 suffering garnishments or wage assignments, or other withholding
7 ordered by a court, or who is experiencing other financial difficulties, is
8 obligated to make arrangements with creditors that will cause the least
9 interference with the employee's employment and the Employer's
10 operations. It is understood and agreed that garnishments and/or
11 related financial problems of an employee which have an adverse
12 impact upon job performance, may result in disciplinary action.
13 Garnishments will be handled in accordance with the State of
14 Michigan Administrative Manual Procedure 1220.02, issued January
15 1, 1994. See Appendix F.
16

17 **ARTICLE 33**
18 **POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS**
19
20

21 **A. Position Descriptions.**
22

23 The duties, tasks, activities, and responsibilities of a position shall be
24 those assigned by the Employer. All or substantially all of such duties
25 shall be reduced to writing and reported on a position description form
26 by the Employer. The position description form shall be regarded as
27 the official position description for the position. As a convenience to
28 the Employer, composite position descriptions may be similarly
29 established by the Employer.
30

31 Except as may be specifically indicated to the contrary on the
32 employee's official position description, or as otherwise provided in
33 this Agreement, such position description shall not be interpreted to
34 diminish or abridge, in any way, the Employer's right to assign an
35 employee to different work sites, and different work locations,
36 including non-State work locations, or to perform assigned duties
37 under the direction and supervision of authorities other than the
38 employee's own Appointing Authority.
39

40 Upon individual employee request, the Employer will provide an
41 employee one (1) copy of the employee's official position description.
42 When the Employer has made changes in an employee's position
43 which are not reflected in the position description, the employee may
44 complete a new position description.
45

B. Class Specifications.

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

Upon individual employee request, the Employer will provide an employee with a copy of the Civil Service Class Specification for the classification and level to which the employee's position is allocated at the time of such individual request.

C. Journeyman Certification.

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

D. Resolution of Classification Disputes.

Resolution of disputes regarding the appropriate classification and level of a position shall be subject exclusively to the applicable Civil Service Procedure.

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

E. Working Out of Class.

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

- 1 a. Be directed by the Employer to perform the duties and
2 assume the responsibilities of a different classification
3 and/or level; and
4
- 5 b. Actually perform all or substantially all of the duties and
6 responsibilities which distinguish the classification and
7 determine its level; and
8
- 9 c. Perform duties and responsibilities not provided for in
10 his/her regular classification and/or level.
11
- 12 2. **Payment.** An employee temporarily assigned to a
13 classification in an equal or lower pay range than his/her
14 permanent classification shall be paid his/her regular rate of
15 pay. If the employee is temporarily assigned to a classification
16 having a higher pay range than his/her permanent
17 classification, the employee shall be paid as if he/she had
18 received a promotion into such higher pay range, and shall be
19 paid at the lowest salary step in the range for the higher class
20 which provides a salary increase which is not less than the
21 difference between the minimum and the first step in the range
22 for the lower class involved.
23
- 24 3. **Payment Due.** For temporary assignments totaling more than
25 ten (10) consecutive full days of actual work, the Employer
26 agrees to pay the employee the higher rate as set forth in
27 Section 2. immediately above for the full time of such
28 assignment(s), commencing with the first day of the
29 employee's assignment. For the purpose of calculation, any
30 temporary assignment of less than one full day shall not be
31 considered an assignment to another classification. An
32 employee shall not be assigned to temporarily work out of
33 class for more than one ten (10) consecutive day period per
34 calendar year, without being compensated at the appropriate
35 higher rate for the full extent of the second or subsequent
36 assignment(s).
37
- 38 4. **Limitations.**
39
- 40 a. **Eligibility.** The provisions of this Section shall not apply to
41 employees working in recognized preauthorized and/or
42 pattern-type positions, or to positions downgraded for
43 training. Employees whose job classification recognizes
44 lead work or assistant supervisory responsibilities, and
45 compensation therefor, shall not be eligible for temporary
46 assignment pay except for assignments to classes in

support of which lead worker or assistant supervisory responsibilities are not regularly performed.

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

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

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

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

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

ARTICLE 35
MISCELLANEOUS BENEFITS

A. Clothing.

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

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

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

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

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

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

B. Tools and Equipment.

The Employer agrees that when tools and equipment are furnished by the Employer, such tools and equipment shall be in safe operating condition and shall be similarly maintained. When the Employer introduces new tools or equipment, employees shall be provided with

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

C. Theft, Loss or Damage to Personal Items.

All claims and/or disputes involving theft, loss or damage to personal items shall be resolved exclusively in accordance with the provisions of the Michigan Administrative Manual Procedure 0620.02, issued January 6, 1997, or as amended and shall not be subject to the grievance procedure. See Appendix G.

D. Storage Space.

Secured storage space shall be provided to those employees with a discernible need within budgetary and space limitations; however, the Employer and MSEA, through the Labor-Management Conference process, will pursue furnishing secured storage space and suitable alternatives with the goal of providing satisfactory secured storage space within the terms of this Agreement.

E. Parking.

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

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

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

The State will provide employee handicapped parking at State-owned and/or operated parking facilities in accordance with Part 4 of the

1 Building Code -- Barrier Free Design Rules. Such parking shall be
2 provided at the standard cost assessed to other employees, if any. In
3 addition, the Employer agrees to meet with the MSEA upon request to
4 discuss alternate methods of providing additional parking for certified
5 permanently disabled employees when legitimate demands surpass
6 available space.

7
8 **F. Lounge and/or Eating Areas.**
9

10 Where current practice so provides and where operational needs
11 permit, the Employer will continue to provide adequate employee
12 lounge and/or eating areas in non-public locations separated from
13 employees' normal areas of work. The issue of providing employees
14 with such lounge and/or eating areas where current practice does not
15 so provide will upon request be a subject of secondary negotiations,
16 provided that no obligation shall exist for the Employer to negotiate
17 such issue for work sites where space is not available. The Employer
18 reserves the right to change lounge and/or eating areas due to
19 operational requirements. The proposed removal or relocation of
20 lounge and/or eating areas due to operational requirements shall be
21 an appropriate subject for Labor-Management Meetings provided for
22 in Article 19 of this Agreement.

23
24 **G. Tuition Reimbursement.**
25

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

32
33 Reimbursement shall apply only to the per-credit hour cost of tuition
34 and shall not apply to such items as lab fees, miscellaneous fees,
35 books or supplies. Selection among eligible applicants, and
36 proportion of reimbursement, shall be determined by the Employer.
37 Employees selected for such tuition reimbursement program shall only
38 be reimbursed upon presenting written documentation of successful
39 completion of the course.

40
41 Tuition reimbursement shall not be made unless the course pertains
42 to the employee's current occupation or occupations in the employee's
43 current Bargaining Unit and Department. No employee shall receive
44 reimbursement for more than one course in any one semester or term.

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

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

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

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

H. Legal Services.

Whenever any claim is made or any civil action is commenced against any employee in the State civil service alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Appointing Authority in cooperation with the Attorney General shall, as a condition of employment, pay for or engage or furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action.

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

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

4
5 **I. Professional Fees and Subscriptions.**
6

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

11
12 Any such professional journals shall be sent to the employee at the
13 employee's work address, shall be shared with employees at the work
14 site and shall be considered the property of the Employer. In the
15 event that the subscribing employee terminates his/her employment at
16 the work site, such journals shall continue to be sent to the same work
17 address and shall not be forwarded or sent to the employee at a
18 different address.

19
20 If the Employer pays dues or fees for membership, such membership
21 shall be considered to belong to the Employer and any benefit
22 accruing therefrom shall be shared with employees at the work site.
23 In the event that an employee for whom such membership was
24 purchased terminates his/her employment at the work site, the
25 Employer reserves the right to cancel such membership or transfer
26 such membership to another employee.

27
28 **J. Leave of Absence with Pay.**
29

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

36
37 **K. Jury Duty.**
38

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

42
43 While serving on jury duty an employee will be granted administrative
44 leave (time off with full pay) provided the employee reimburses the
45 Appointing Authority for the jury duty pay received from the court.

Alternatively, an employee may, at the employee's discretion, use annual leave when serving on a jury and keep the jury duty pay. When not impaneled for actual service and only on call, the employee shall report back to work unless authorized by the supervisor to be absent from his/her work assignment.

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

To receive administrative leave for jury duty an employee must:

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

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

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

If an employee is subpoenaed as a witness or appears in court in any capacity other than as a witness for the People, he/she will not be

1 considered as being on duty, nor will administrative leave be granted.
2 Any authorized absence shall be charged to annual leave and the
3 employee may retain any expenses or monies received from the
4 court.

5
6 If, however, the court appearance is required as a result of conduct
7 occurring in the course of employment and the employee had a
8 reasonable basis for believing the alleged conduct was within the
9 scope of the authority delegated to the employee, the employee will
10 be considered as being on duty.

11
12 **L. Meals Without Charge.**

13
14 In the Department of Corrections, to facilitate security measures,
15 employees who meet the criteria listed below will be provided a meal
16 without charge. The meal provided will be from the same menu
17 provided the residents for the main meal of that date. To be eligible,
18 the employee shall be:

- 19
20 1. Employed and assigned within the security perimeter of a
21 correctional facility where food service facilities are available;
22 and
23
24 2. Required to remain at the correctional facility for the full eight
25 (8) hour shift, and not be relieved of custody responsibilities
26 during the period provided for consuming the meal; and
27
28 3. Entitled to receive full pay for the period during which the meal
29 is to be consumed.

30
31 **M. Temporary Alternative Duty Assignment.**

32
33 The parties agree that the issue of temporary alternative duty
34 assignment due to temporary disability is one aspect of an effective
35 disability management program. It is expected that policy guidelines
36 in this area will be discussed and developed through the
37 Labor-Management Policy Council. The parties agree to work
38 cooperatively to effectively implement such policy.
39

ARTICLE 36
COMPENSATION POLICY UNDER CONDITIONS OF
GENERAL EMERGENCY

A. General Emergency.

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

B. Administrative Determination.

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

C. Compensation in Situation of Closure.

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

D. Compensation in Situation of Inaccessibility.

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

An employee who works at a State facility during a declared period of inaccessibility shall be paid his/her regular salary and, if overtime work is required, in accordance with the overtime pay regulations. In

1 addition, such employees shall be granted time off equal to the
2 number of hours worked during the period of declared inaccessibility.

3
4 **E. Additional Timekeeping Procedures.**

5
6 If a State facility has not been closed or declared inaccessible during
7 severe weather or other emergency conditions, an employee unable
8 to report to work because of these conditions shall be allowed to use
9 annual leave or compensatory time credits. If sufficient credits are not
10 available, the employee shall be placed on lost time.

11
12 When an employee is absent from a scheduled work period, a portion
13 of which is covered by a declaration of closure or inaccessibility,
14 annual leave or compensatory time credits may be used to cover that
15 portion of his/her absence not covered by administrative leave.
16 Employees absent due to sick leave usage or previously scheduled
17 annual leave shall not be entitled to administrative leave during period
18 of closure or inaccessibility. If sufficient credits are not available, the
19 employee shall be placed on lost time.

20
21 Employees who suffer lost time as the result of the application of this
22 policy shall receive credit for a completed biweekly work period for all
23 other purposes.

24
25
26 **ARTICLE 37**
27 **MOVING EXPENSES**

28
29 **A. Persons Covered.**

30
31 All authorized full-time employees currently employed by the State of
32 Michigan being relocated for the benefit of the State, who actually
33 move their residence as a direct result of the relocation, and who
34 agree to continue employment in the new location for a minimum of
35 one year are entitled to all benefits provided by this Article. New
36 employees not presently working for the State of Michigan shall not be
37 entitled to benefits provided in this Article.

38
39 **B. By Commercial Mover.**

40
41 The State will pay the transportation charges for normal household
42 goods up to a maximum of 14,000 pounds for each move. Charges
43 for weight in excess of 14,000 pounds must be paid directly to the
44 mover by the employee.

1. **Household Goods:** Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motor cycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable foodstuffs subject to spoilage, building materials, fuel or other similar non-household good items.

2. **Packing:** The State will pay up to \$800 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.

3. **Insurance:** The carrier will provide insurance against damage up to \$.60 per pound for the total weight of the shipment. The State will reimburse the employee for insurance costs not to exceed an additional \$.65 per pound of the total weight of the shipment.

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

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

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

C. Mobile Homes.

The State will pay the reasonable actual cost for moving a mobile home if it is the employee's domicile, plus a maximum \$750 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 State when accompanied by receipts. "Actual Moving Cost" includes only

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

6
7 Mobile home liability is limited to damage to the unit caused by
8 negligence of the carrier, and to contents up to a value of \$500.
9 Additional excess valuation and/or hazard insurance may be
10 purchased from the carrier at the expense of the employee.

11
12 The repair or replacement of equipment of the trailer, i.e., tires, axles,
13 bearings, lights, etc., are the responsibility of the owner.

14
15 **D. Storage of Household Goods.**

16
17 The State will pay for storage not in excess of sixty (60) days in
18 connection with an authorized move at either origin or destination,
19 only when housing is not readily available.

20
21 **E. Temporary Travel Expense.**

22
23 From effective date of reassignment, up to sixty (60) calendar days of
24 travel expense at the new assigned work station are allowed.
25 Extension beyond sixty (60) days, but not to exceed a total of one
26 hundred eighty (180) days, should be allowed due to unusual
27 circumstances in the full discretion of the Employer. Authorized travel
28 shall include one (1) round trip weekly between the new work station
29 and the former residence.

30
31 **F. To Secure Housing.**

32
33 A continuing employee and one (1) additional family member will be
34 allowed up to three (3) round trips to a new official work station for the
35 purpose of securing housing. Travel, lodging, and food costs will be
36 reimbursed up to a maximum of nine (9) days in accordance with the
37 State Standardized Travel Regulations.
38

ARTICLE 38
MOBILITY - CAREER ADVANCEMENT

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

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

ARTICLE 39
PAID ANNUAL LEAVE

A. Initial Leave.

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

B. Allowance.

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

ANNUAL LEAVE TABLE

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

C. Additional Allowance.

Permanent employees who have completed five years (10,400 hours) of currently continuous service shall earn annual leave with pay in

1 accordance with their total classified service including military leave,
2 subsequent to January 1, 1938, as follows:

3
4 **ADDITIONAL ALLOWANCE TABLE**

5
6

<u>Service Credit</u>	<u>Annual Leave</u>
7	
8 5-10 yrs. (10,400- 20,799 hrs.)	= 5.3 hrs./80 hrs.serv.
9 10-15 yrs. (20,800- 31,199 hrs.)	= 5.9 hrs./80 hrs.serv.
10 15-20 yrs. (31,200- 41,599 hrs.)	= 6.5 hrs./80 hrs.serv.
11 20-25 yrs. (41,600- 51,999 hrs.)	= 7.1 hrs./80 hrs.serv.
12 25-30 yrs. (52,000- 62,399 hrs.)	= 7.7 hrs./80 hrs.serv.
13 30-35 yrs. (62,400- 72,799 hrs.)	= 8.4 hrs./80 hrs.serv.
14 35-40 yrs. (72,800- 83,199 hrs.)	= 9.0 hrs./80 hrs.serv.
15 40-45 yrs. (83,200- 93,599 hrs.)	= 9.6 hrs./80 hrs.serv.
16 45-50 yrs. (93,600-103,999 hrs.)	= 10.2 hrs./80 hrs.serv.
17 etc.	

18

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

34
35 **D. Crediting.**

36
37 Annual leave shall be credited at the end of the biweekly work period
38 in which eighty (80) hours of paid service is completed. Annual leave
39 shall be available for use only in biweekly work periods subsequent to
40 the biweekly work period in which it is earned. When paid service
41 does not total eighty (80) hours in a biweekly work period, the balance
42 shall carry forward to subsequent biweekly work periods. No annual
43 leave shall be authorized, credited or accumulated in excess of the
44 allowable cap, except that an employee who is suspended or
45 dismissed in accordance with this Agreement and who is

subsequently returned to employment with full back benefits by an Arbitrator under Article 8, shall be permitted annual leave accumulation in excess of the allowable cap. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or forfeited. If the employee separates from employment for any reason during that one (1) year grace period, no more than the allowable cap of unused annual leave shall be paid off.

E. Transfer and Payoff.

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

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

F. Annual Leave Cap.

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

ANNUAL LEAVE ACCUMULATION SCHEDULE

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

G. Utilization.

An employee may charge absence to annual leave only with the prior approval of the Employer. Annual leave shall not be credited or used in anticipation of future leave credits. In the absence of sufficient

1 leave credits, payroll deductions (lost time) shall be made for the work
2 period in which the absence occurred.

3
4 **H. Scheduling.**

5
6 Consistent with the operational needs of the Employer, annual leave
7 may be granted at such times during the year as requested by the
8 employee. Annual leave will only be authorized up to the maximum
9 amount of annual leave credits in an employee's account prior to the
10 initial date of the annual leave. Employees may not take annual leave
11 without the Employer's prior approval. Barring an annual leave
12 request for a special or an unusual travel plan, annual leave may be
13 limited to two (2) calendar weeks in order to accommodate as many
14 annual leave requests for the same period or season or to comply with
15 the operational needs of the Employer. Any holiday recognized in this
16 Agreement which occurs during a requested annual leave period will
17 not be charged as annual leave time. Formal systems of scheduling
18 vacations and the duration of such vacations will, upon request, be
19 discussed in secondary negotiations.

20
21 **I. Conversion to Sick Leave.**

22
23 Employees on annual leave who become ill or are injured and who
24 thereby require (1) hospitalization, (2) emergency surgery/treatment
25 and convalescence therefrom, or (3) a medically prescribed
26 confinement may convert such period of time to sick leave.

27
28 Employees who return home from or significantly interrupt annual
29 leave because of death, injury or illness of a person other than the
30 employee, for which sick leave could normally be used, may convert
31 such time to sick leave, provided that such illness or injury requires (1)
32 hospitalization and/or (2) emergency surgery/treatment and
33 convalescence requiring the presence of the employee. Employees
34 on annual leave at home shall have the same privilege.

35
36 Upon the Employer's request, an employee seeking to convert annual
37 leave to sick leave under this Article must produce written medical
38 verification as required by the Employer describing and verifying the
39 injury or illness and hospitalization or treatment therefrom.

40
41 When placing an employee on a medical leave of absence for which
42 the employee will be receiving benefits under the State's long term
43 disability insurance program, the Employer will not charge any paid
44 time to the employee's annual leave if the employee has requested
45 the Employer not to do so, in writing.

J. Annual Leave Buy Back.

A laid off employee who has been rehired from layoff to a permanent position in a different Department/Agency may elect to buy back up to eighty (80) hours of accrued annual leave which had been paid off. An employee recalled to the Department/Agency from which he/she was laid off may elect to buy back any portion of annual leave up to the amount he/she was paid off. An employee electing this option shall buy back the annual leave at the returning rate of pay. Such payment shall be made to the Department/Agency making the original payoff. Such option may be exercised only once per recall, and must be exercised during the first thirteen (13) pay periods of the recall/rehire.

K. Annual Leave Freeze.

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

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

L. Voluntary Donation of Annual Leave.

1. **Right to Receive Annual Leave Donations.** Upon employee request, except as otherwise provided in this Article, annual leave credits may be transferred to other employees in the Bargaining Unit under the following conditions:
 - a. The receiving employee has successfully completed his/her initial probationary period and faces financial hardship due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child or parent.
 - b. The receiving employee has exhausted all leave credits.
 - c. The receiving employee's absence has been approved.

1 d. An employee may receive a maximum of thirty (30) work
2 days by direct transfer of annual leave from MSEA
3 employees.
4

5 **2. The Right to Donate Annual Leave Hours.**
6

7 a. Annual leave donations must be for a minimum of eight (8)
8 hours and a maximum of forty (40) hours annually and
9 donations shall be in whole hour increments.
10

11 b. Employee donations are irrevocable.
12

13 **ARTICLE 40**
14 **PAID SICK LEAVE**
15

16 **A. Allowance.**
17

18 Every permanent employee covered by this Agreement shall be
19 credited with four (4) hours of paid sick leave for each completed
20 eighty (80) hours of service. Paid service in excess of eighty (80)
21 hours in a biweekly work period shall not be counted.
22

23 Sick leave shall be credited at the end of the biweekly work period in
24 which eighty (80) hours of service is completed. Sick leave shall be
25 considered as available for use only in pay periods subsequent to the
26 biweekly work period in which it is earned. When service credits
27 (hours in pay status) do not total eighty (80) hours in a biweekly work
28 period, the balance is forwarded to subsequent biweekly work periods.
29

30 Sick leave shall not be allowed in advance of being earned. If an
31 employee has insufficient sick leave credits to cover a period of
32 absence, no allowance for sick leave shall be posted in advance or in
33 anticipation of future leave credits. In the absence of sick or annual
34 leave credits, payroll deduction (lost time) for the time lost shall be
35 made for the work period in which the absence occurred. The
36 employee may elect not to use annual leave to cover such absence.
37

38 **B. Utilization.**
39

40 Any utilization of sick leave allowance by an employee must have the
41 approval of the Appointing Authority.
42

43 Sick leave may be utilized by an employee in the event of illness,
44 injury, temporary disability, or exposure to contagious disease
45

endangering others, or for illness, or injury in the immediate family which necessitates absence from work. "Immediate family" in such cases means the employee's spouse, children, parents, grandparents or foster parents, parents-in-law, brothers, sisters, and any persons for whose financial or physical care the employee is principally responsible. Sick leave may be used for absence caused by the attendance at the funeral of a relative, or person for whose financial or physical care the employee has been principally responsible.

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

C. Disability Payment.

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

D. Accumulation and Payoff.

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

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

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

Upon separation from the State classified service for any reason other than retirement or death, the employee shall be paid for a percentage of unused accumulated sick leave in accordance with the following table of values. Payment shall be made at the employee's final regular rate of pay by the Agency from which the employee separates:

1	<u>Sick Leave Balance -- Hours</u>	<u>Percentage Paid</u>
2	Less than 104	0
3	104 -- 208	10
4	209 -- 416	20
5	417 -- 624	30
6	625 -- 832	40
7	833 or more	50
8		
9	No payoff under this Section shall be made to a new employee hired	
10	on or after October 1, 1980.	
11		
12	<u>E. Proof.</u>	
13		
14	All sick leave used shall be certified by the employee and by such	
15	other evidence as the Employer may require. When the Employer has	
16	reasonable grounds for doing so, the Employer may require an	
17	employee to provide acceptable verification. The Employer will advise	
18	the employee of the need for medical verification prior to the	
19	employee returning to work. Falsification of such evidence may be	
20	cause for disciplinary action up to and including dismissal. The	
21	Employer may require that an employee present medical certification	
22	of physical or mental fitness to continue working.	
23		
24	<u>F. Return to Service.</u>	
25		
26	Previous unused sick leave allowance shall be placed to the credit of	
27	a laid off employee upon return to permanent employment. A	
28	separated employee who received payment for unused accumulated	
29	sick leave under this Article and who returns to service shall not be	
30	credited with any previously earned sick leave.	
31		
32	<u>G. Transfer.</u>	
33		
34	Any employee who transfers or who is reassigned from one	
35	Departmental Employer to another shall be credited with any unused	
36	accumulated sick leave balance by the Departmental Employer to	
37	whom transferred or reassigned.	
38		
39	<u>H. Sick Leave for Health Screening.</u>	
40		
41	Employees covered by this Agreement shall be entitled to use sick	
42	leave for the period of time utilized for health screening purposes at	
43	an authorized Employer operated health screening unit.	
44		

I. Bereavement Leave.

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of a member of the immediate family. Such time shall be covered by accrued sick leave and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of five (5) days leave, if requested.

ARTICLE 41

SALARY SCHEDULE AND RELATED MATTERS

A. Computation of Salaries.

It is mutually agreed that the compensation schedule in effect October 1, 1998, will be the compensation schedule used in determining rates of pay for Bargaining Unit employees covered by this Agreement.

B. Pay Periods.

In a calendar year, there will be at least twenty-six (26) pay periods. A pay period is defined as a biweekly period consisting of fourteen (14) days, beginning on a Sunday and ending on a Saturday.

C. Pay Days.

Pay days will occur every second Thursday and will include wages earned in the immediate past pay period in accordance with current practice. Every effort will be made to correct payroll errors which occurred in previous pay periods in the employee's disfavor and include pay due the employee due to such errors in the next pay warrant following the error and correction.

Imprest Cash vouchers will be used whenever possible to correct serious errors. The Employer upon determination that an overpayment has been made, will immediately in writing notify the employee. Employees are obligated immediately to notify the Employer in writing of any under or overpayment. The employee shall be required to repay any and all overpayments received resulting from clerical error or misrepresentation by the employee. Overpayment liability will be limited to any compensation earned after the date the employee is notified of the overpayment notice in those instances where the overpayment resulted from a violation or misinterpretation of Civil Service Rules by the Employer or Civil Service Commission and the employee performed in good faith the duties and

1 responsibilities. In the case of Employer overpayments not
2 immediately noticed by either the employee or Employer that would
3 create hardship on the employee if immediate full reimbursement
4 were required, a payment schedule may be mutually arranged.
5

6 **D. Authorized Payroll Deductions.**
7

8 The Employer agrees to continue to provide payroll deductions for
9 employees in the following categories:

10
11 Dental Insurance Union Dues/Fees
12 Life Insurance Deferred Compensation
13 U.S. Bonds Mandatory Child Support deductions
14 Credit Union (when ordered by a court)
15 Vision Care Insurance Income Protection Insurance
16 Medical Hospitalization Insurance
17

18 It is understood and agreed that additional authorized deductions may
19 be made by the Employer and shown on the check stub as payroll
20 deductions. The parties agree to pursue the possibility of reporting to
21 employees the year ending amount of union dues/fees paid by
22 employees in this Unit. All authorized deductions are subject to
23 sufficient earnings. Nothing provided herein shall prohibit the
24 Employer from making deductions in accordance with court orders of
25 a court of competent jurisdiction or other legal orders served on the
26 Employer.
27

28 Except as provided in Article 6, Section D, deductions will be made
29 only upon receipt of a properly authorized deduction form and in
30 accordance with the priorities established in Article 6, Section A.
31 Deductions will commence as soon after receipt of an authorization as
32 possible. Present administrative convenience and practice will
33 prevail. The Employer agrees to effect deductions listed in this
34 Section without administrative cost to the employee or MSEA. Once
35 commenced a deduction authorized by the employee shall continue
36 until the appropriate written stop order is received.
37
38

39 **ARTICLE 42**
40 **INCORPORATION OF APPENDICES**
41

42 The parties agree that the appendices attached hereto are
43 incorporated for reference only.
44
45

**ARTICLE 43
COMPENSATION**

A. Wages.

1. **Fiscal Year 1999-2000:** On October 1, 1999, each hourly rate shall be increased by 3% (three percent).
2. **Fiscal Year 2000-2001:** On October 1, 2000, the base hourly rate in effect at 11:59 P.M. on September 30, 2000, for each step in the bargaining unit shall be increased by 2% (two percent). In addition, each employee on the payroll at the end of the first full pay period in October 2000 shall receive a lump sum payment of \$375.00 that shall not be rolled into the base hourly rate.
3. **Fiscal Year 2001-2002:** On October 1, 2001, the base hourly rate in effect at 11:59 P.M. on September 30, 2001, for each step in the bargaining unit shall be increased by 2% (two percent). In addition, each employee on the payroll at the end of the first full pay period in October 2001 shall receive a lump sum payment of \$375.00 that shall not be rolled into the base hourly rate.
4. **Method of Payment:** The one-time cash payment outlined in this sub-section will be made in separate checks, not in the bi-weekly pay check.

B. Heights and Tunnels Premium.

1. **Criteria.** Employees who are required to work on high structures in excess of forty (40) feet, requiring the use of scaffolding or safety harnesses, will receive an additional \$1.00 per hour for each hour worked, with a minimum of four (4) hours hazard pay per day.

Employees who are required to work in pressurized tunnels (new construction or reconstruction) shall receive an additional \$1.00 per hour for each hour worked, with minimum of four (4) hours hazard pay per day.

2. **Limitations.** Work performed from safety buckets (aerial equipment) is not considered high structure work.

Work in caissons is not considered tunnel work.

- 1 3. The parties agree to establish a Committee of six (6)
2 representatives from each side to review this area including
3 performing duties in hazardous traffic areas and other
4 hazardous work conditions. The Committee shall meet at least
5 quarterly for the purpose of working to eliminate hazardous
6 working conditions.

7
8 **C. Cafeteria Benefits Plan.**
9

10 The Cafeteria Benefits Plan, as described in the Letter of
11 Understanding between the parties entitled "Cafeteria Benefits Plan"
12 will be continued.
13

14 **D. Group Basic and Major Medical Insurance Plan.**
15

- 16 1. The Employer shall maintain the existing group basic and
17 major medical health insurance coverages except as amended
18 herein. The Employer shall pay 95% of the premium cost of
19 the Plan.
20
21 2. The procedures outlined in this Section shall not reduce the
22 benefit levels of the current Health Care Plan. Employees
23 shall not be subject to benefit or Plan payment reductions due
24 either to failure of the physician/provider to comply with the
25 provisions outlined herein, or for failure to obtain a second
26 opinion. The procedures shall not be applied retroactively to
27 admissions or surgical procedures initiated prior to October 1,
28 1985.
29
30 3. **Subrogation.** In the event that a participant receives services
31 that are paid by the State Health Plan Advantage (SHPA), or is
32 eligible to receive future services under the SHPA, the SHPA
33 shall be subrogated to the participant's rights of recovery
34 against, and is entitled to receive all sums recovered from, any
35 third party who is or may be liable to the participant, whether
36 by suit, settlement, or otherwise, to the extent of recovery for
37 health related expenses. A participant shall take such action,
38 furnish such information and assistance, and execute such
39 documents as the SHPA may request to facilitate enforcement
40 of the rights of the SHPA and shall take no action prejudicing
41 the rights and interests of the SHPA.
42
43 4. **Disease Management Program.** Effective October 1, 1999,
44 the Disease Management Program administered by Blue

Cross/Blue Shield of Michigan shall be included as a covered benefit on a voluntary basis.

5. The parties agree to continue the Labor - Management Committee established to review the procedures, communication materials which will be provided to employees, and benefit booklets prior to their distribution. The Committee shall have the responsibility of reviewing and monitoring the progress of the actual implementation of the procedures including such matters as the addition of other surgical procedures to the list for which a mandatory second opinion is required, however, any changes in the specific provisions as described herein shall be subject to negotiations. Each exclusively recognized employee organization shall be entitled to designate one (1) representative to participate in the Labor-Management Committee. The management representatives to the Committee shall be selected by the Employer. A joint labor-management committee will also meet to discuss group insurance premiums for employees working less than full-time. Any proposed agreement shall be subject to review and approval, rejection, or modification by the Civil Service Commission.

6. **Pre-Certification of Hospital Admission and Length of Stay.** The pre-certification for admission and length of stay component requires that the attending physician submit to the third party administrator the diagnosis, plan of treatment and expected duration of admission. If the admission is not an emergency, the submission must be made by the attending physician and the review and approval granted by the third party administrator prior to admitting the covered individual into the acute care facility. If the admission occurs as an emergency, the attending physician is required to notify the administrator by telephone with the same information on the next regular working day after the admission occurs. If the admission is for a maternity delivery, advance approval for admission will not be required; however, the admitting physician must notify the third party administrator before the expected admission date to obtain the length-of-stay approval.

7. **Second Surgical Opinion.** Effective 8/1/89, the Employer shall implement a modified mandatory second opinion for selected surgical procedures. For purposes of this Article elective surgery shall be defined as a procedure which may

1 safely be delayed without compromising the employee's health.
2 The selected surgical procedures are as follows:
3

4 Hysterectomy	Knee Surgery
5 Heart Surgery	Herniorrhaphy
6 Bladder Surgery	Cholecystectomy
7 Prostatectomy	Carpal Tunnel Surgery
8 Excision of Cataracts	Dilation and Curettage
9 Tubal and Ovarian Surgery	
10 Tonsillectomy and Adenoidectomy	
11 Submucous Resection/Rhinoplasty	
12 Varicose Vein Stripping & Ligation	
13	

14 The Second Opinion Referral shall be initiated by the
15 provider/physician recommending the surgery. At the time the
16 physician contacts the third party administrator for
17 pre-certification for admission, the physician will be notified of
18 the second opinion requirements of the Plan. The employee or
19 dependent will then be contacted to advise him/her of the
20 second opinion requirements and to select a consultant from
21 the Panel. The appointment with the chosen consultant will be
22 scheduled for the employee/dependent. The physician
23 providing the second opinion shall furnish to the employee and
24 the third party administrator (TPA) a copy of the
25 diagnosis/prognosis and recommended treatment. The TPA
26 will waive the second opinion requirement when an
27 appointment with an appropriate consultant cannot be
28 scheduled within three weeks or without excessive travel (over
29 100 miles). Regardless of the consultant's opinion, the normal
30 surgery payment will be made.
31

- 32 a. If an employee has to drive 10 miles or less one way from
33 the employee's residence to get the second opinion, there
34 shall be no mileage reimbursement. If the employee has to
35 drive more than 10 and up to 100 miles one way from the
36 employee's residence to get the second opinion, the
37 employee shall be reimbursed for mileage for all of those
38 miles over 10 and up to 100 one way at the in-lieu-of rate
39 then in effect.
40
41 b. The Plan shall provide full reimbursement for the second
42 surgical opinion and necessary tests. Regardless of the
43 outcome of the second opinion, surgical and other
44 expenses for the hospital confinement shall be reimbursed
45 in full up to the current benefit maximum.

- c. Employees may use accrued sick leave, annual leave or compensatory time for mandatory second opinions. Request for such time shall not be denied. Leave used for this purpose shall not be detrimental to the employee's work record.
- d. Employees may seek a voluntary third opinion. In addition, employees may seek a voluntary second opinion for elective surgical procedures not included on the above list. Since such opinions are completely voluntary, they shall be covered under the provisions of the existing Health Plan.
- e. The parties agree to defer to the Labor-Management Committee referred to in Paragraph 5 of this Section, the task of developing a system which would enable employees to be referred to the nearest eligible practitioner for the second surgical opinion. The Committee shall consult with the Employee Benefits Division and the appropriate insurance carrier(s) and present its findings and recommendations in a written report. The parties may implement those recommendations if mutually agreed upon.
8. **Home Health Care.** A program of home health care and home care services to reduce the length of hospital stay and admissions shall also be available at the employee's option. This component shall require that the attending physician contact the third party administrator to authorize home health care service in lieu of a hospital admission or a continuation of a hospital confinement.
- a. The attending physician must certify that the proper treatment of the disease or injury would require continued confinement as a resident inpatient in a hospital in the absence of the services and supplies provided as part of the home health care plan. If appropriate, certification will be granted for an estimated number of visits within a specified period of time. The types of services that shall be covered under this component will include part-time or intermittent nursing care by a registered nurse or licensed practical nurse if an R.N. was not available; part-time or intermittent home health aid services; physical, occupational and speech therapy; medical supplies, drugs and medicines prescribed by a physician, and laboratory services provided by or on behalf of a hospital, but only to

1 the extent that they would have been covered if the
2 individual had remained or been confined in the hospital.

- 3
4 b. Home health care shall be available to employees at their
5 option in lieu of hospital confinement.
6

7 **9. Alternative Delivery Systems.** Coverage shall also be
8 available for hospice care and birthing center care to
9 employees and enrolled family members. Bills for birthing
10 centers shall be paid in the same manner as under the current
11 Plan. To be eligible for the hospice care benefit, the covered
12 individual must be diagnosed as terminally ill by the attending
13 physician and/or Hospice Medical Director with a medical
14 prognosis of six months or less life expectancy. Covered
15 hospice benefits include physical, occupational, and speech
16 language therapy; Home Health Aid services; medical
17 supplies; and nursing care. Benefits will be paid only for
18 services rendered by federally certified or State licensed
19 hospices. Both hospice care and birthing center care shall be
20 available to employees at their option in lieu of hospital
21 confinement.
22

23 **10. Pap Tests and Mammography.** Effective October 1, 1989,
24 coverage under health plan shall include annual pap tests and
25 mammography in accordance with American Cancer Society
26 guidelines.
27

28 **11. Prostrate Screening Antigen (PSA) Test and Colo-Rectal**
29 **Exams.** As part of the wellness and preventative coverage in
30 the State Health Plan, the prostrate screening antigen test
31 administered in accordance with American Cancer Society
32 Guidelines and accompanied by an examination by a physician
33 shall be covered. Effective October 1, 1999, the SHPA will
34 cover routine rectal screening examinations for individuals age
35 50 and older in accordance with the guidelines of the American
36 Cancer Society.
37

38 **12. Hearing Care Program.** The hearing care program
39 established October 1, 1986 as part of the Basic Health Plan
40 shall be continued. Such program will include audiometric
41 exams, hearing and evaluation tests, single, bilateral or
42 binaural hearing aids and fitting.
43

44 **13. Out-Patient Psychiatric Service.** Reimbursement for
45 out-patient psychiatric services under Major Medical shall be at

90% with a \$3,500 per person maximum benefit per year.
Effective October 1, 1996, bargaining unit members will be
subject to the out-patient and substance abuse PPO.

The parties agree to establish a joint Labor Management
Committee to review and monitor the mental health/substance
abuse PPO. The committee will review cases brought to the
committee's attention where benefits are being denied and will,
after consultation with a mutually agreed upon medical advisor,
provide a recommendation to the state which will be
transmitted to the third party administrator for action. The
identity of the patient will not be disclosed during any such
review. Confidentiality within the committee will be maintained.

14. The current Prescription Drug Plan shall be maintained except
as amended herein. There shall be an employee co-pay of
\$2.00 for generic drugs and \$7.00 for brand name drugs.
Effective January 1, 2000, there shall be an employee co-pay
of \$5.00 for generic drugs and \$10.00 for brand name drugs.

The brand name co-pay will not apply for those drugs whose
patents were scheduled to expire during the period of this
agreement, but for which Congress has specifically extended
the patent protection. When the patent has expired and
generics are available, the brand name co-pay will apply.
Participants filling prescriptions for maintenance drugs at the
retail level will be provided with information on the mail order
program.

Effective April 1, 1996, bargaining unit members will be
enrolled in the alternative prescription drug program.

- a. **Generic Drugs.** The Plan shall also provide that unless
otherwise specified by the prescribing physician, the
pharmacy will be required to dispense a generic drug
whenever a generic substitution is available.
- b. **Mail Order Prescription Drugs.** The Employer shall
implement a mail order prescription drug option for
maintenance drugs. At the employee's option, an
employee may elect to purchase maintenance prescription
drugs through the mail order option. Effective January 1,
2000, the employee shall have a \$5.00 co-pay per
prescription for generic drugs and a \$10.00 per prescription
co-pay for brand name drugs.

1 **15. Major Medical Deductible.** Effective January 1, 1999, the
2 family deductible under Major Medical shall be \$300.00 per
3 calendar year. The deductible for employee only coverage
4 shall be \$150.00 per calendar year.
5

6 Effective January 1, 2000, the family deductible under Major
7 Medical shall be \$600.00 per calendar year. The deductible for
8 employee only coverage shall be \$300.00 per calendar year.
9

10 **16. Major Medical Reimbursement.** The reimbursement under
11 Major Medical shall be 90%.
12

13 **17. Usual, Customary and Reasonable Reimbursement.** Upon
14 ratification of the Agreement, the State and MSEA will require
15 Blue Cross/Blue Shield to make concerted efforts to increase
16 the number of participating providers in those areas in which
17 the level of participation is less than 75%, by practice area.
18 The parties acknowledge practice areas will be established for
19 purposes of this section. In addition, upon request Blue
20 Cross/Blue Shield will provide letters to become participating
21 providers. The letter is subject to the approval of the State and
22 MSEA.
23

24 The State and MSEA will provide information to the
25 membership outlining the change in the reimbursement
26 system. Educational material will include a streamlined system
27 for identifying participating and non-participating providers to
28 members on an annual basis.
29

30 Beginning January 1, 1997, charges by a non-participating
31 provider will be paid at the participating rate if 75% or more of
32 the practitioners of that type in the county are participating
33 providers. The subscriber will be responsible for the remaining
34 balance of the bill, and the amount paid will not count toward
35 the deductible or out-of-pocket limit. For purposes of this
36 section, a practitioner's status as participating or non-
37 participating will be established at the beginning of the plan
38 year and shall be considered unchanged throughout that year.
39

40 Reimbursement for charges by a non-participating provider will
41 be paid at the billed charge rate (subject to deductible and co-
42 pay) if less than 75% of the practitioners of that type in that
43 county are participating providers. This does not preclude Blue
44 Cross/Blue Shield from negotiating directly with the provider for
45 a lower fee on specific services. If an individual is under a

course of treatment and the provider changes from participating to non-participating, charges will be paid regardless of the percentage of providers in the county, until the course of treatment has been completed.

On a quarterly basis, Blue Cross/Blue Shield will provide information on reimbursements under this system to the joint committee which will expedite resolution of problems. Nothing will preclude the committee from acting on the complaint of an individual prior to receipt of the report.

18. Out-Of-Pocket Expense. Effective January 1, 1999, the out-of-pocket annual maximum shall be \$1000.00.

19. Health Maintenance Organization (HMO).

- a. As an alternative to the State-sponsored health insurance program enrollment in HMO's is offered to those employees residing in areas where qualified licensed HMO's are in operation.
- b. Federal statute regulates employee participation in HMO's and Employer contributions toward the cost thereof. In the event that the statute or its implementing regulations are changed, the parties agree to meet to discuss implementing any revised statute/ regulation and the impact caused thereby.
- c. Fees and services for health screening to assist in early diagnosis of disease are included in the services provided under the basic health care benefits of HMO's.
- d. The benefit levels for each HMO as outlined in the annual open enrollment booklet shall remain in effect throughout that benefit year. No HMO offered to bargaining unit members may reduce benefits. Benefits not included in HMO's, but added in other health care options shall automatically be incorporated into the HMO benefits on the same effective date. Any other alteration of HMO benefits shall be by mutual agreement of the Employer and the MSEA.

20. Leave of Absence - Premium Payment. Employees who are granted a leave of absence may elect to continue enrollment in the State Health Plan at the time the leave of absence begins.

1 Such employees shall be eligible for continued enrollment
2 during the leave of absence by paying the full amount of the
3 premium (Employer and employee share).
4

5 **21. Layoff - Premium Payment.** Employees who are laid off, may
6 at the time of layoff, elect to continue enrollment in the Group
7 Health Plan by paying the full amount of the premium
8 (Employer and employee share). Such enrollment may
9 continue until the employee is recalled or for a period of three
10 (3) years, whichever occurs first. In accordance with Section J
11 of this Article, the Employer shall pay the Employer's share of
12 such premiums for the first two (2) pay periods for employees
13 selecting this option.
14

15 **22. Enrolled Dependent Coverage Upon Death of Employee.**
16 Health Plan coverage for enrolled dependents will cease the
17 30th day after a Unit member's death unless, the covered Unit
18 member is eligible for an immediate pension benefit from the
19 State Employee's Retirement System.
20

21 **23. Pediatric Well Child Care Benefit.** Effective October 1, 1990
22 a Pediatric Well Child Care benefit shall be implemented for
23 employees in this bargaining unit. This benefit will cover the
24 following services:
25

- 26 a. Routine office visits for well baby care from a child's birth to
27 age 24 months (payable under the Major Medical benefit);
- 28 b. Routine annual office visits for physical examinations of
29 children from age 24 months to age 19 years (payable
30 under the Major Medical benefit);
- 31 c. Immunizations from a child's birth to age 19 years (payable
32 under the Major Medical benefit);
- 33 d. Laboratory testing services from a child's birth to age 19
34 years (payable under the Basic benefit).
35

36 **24.** As soon as administratively feasible after approval of this
37 Agreement the following benefits will be covered under the
38 Group Basic and Major Medical insurance plan:
39

- 40 a. Medically necessary orthopedic inserts for shoes,
41 prescribed by a licensed physician will be covered as a
42 Major Medical benefit;
43
44
45

- b. The storage cost for self-donated blood in preparation for scheduled surgery will be covered as a Basic benefit;
- c. Employees meeting "morbid obesity" criteria will be covered by a \$300 lifetime weight loss clinic attendance benefit covering those expenses not otherwise generally covered by the Health Plan. "Morbid obesity" is defined as more than 50% or 100 pounds over ideal body weight or 25% over ideal body weight with certain medical conditions (such as diabetes, heart disease, respiratory disease, etc.).
- 25. Smoking Cessation Program.** The Employer shall provide or Department will reimburse the total cost for, any program that an employee attends which has the objective of ending an individual's dependence upon and/or addiction to the use of tobacco products. Employees shall be reimbursed for the full cost, not to exceed \$50, of such program upon presenting evidence of completion of the program. However, employees shall not be entitled to be reimbursed if such program is covered by the employee's health plan or HMO. Employees shall be entitled to such reimbursement only one time. Costs of any additional programs or costs of re-enrolling in any program shall be paid by the employee. Zyban and Nicotrol Nasal Spray for smoking cessation shall be included under the prescription drug benefit, effective January 1, 2000.
- 26. Radial Keratotomy (Medically Necessary):** Vision correction by radial keratotomy will be covered by the Basic Plan according to the usual, customary and reasonable fee agreement. The patient must be at least 18 years old. Medically necessary means (1) the patient must have myopia of -2.00 diopters (spherical equivalent) or greater; (2) the patient must have a stable refractive error of greater than +.50 diopter for at least one year; and, (3) the patient's condition cannot be corrected to at least 20/50 via other means, i.e., eyeglasses or contact lens(es).
- 27. PPO's and Other Managed Health Care Approaches.** The parties agree to establish a committee for the purpose of jointly exploring managed health care preferred provider systems, structural changes in the group insurance plans, and related matters as mutually agreed by the parties for the purpose of implementing cost containment measures in the state health and other group insurance plans on a time table to be determined by the parties. While the Committee may have

1 participants who represent other unions, the benefits provided
2 to members of this bargaining unit will be those upon which the
3 MSEA and the Employer have jointly agreed.
4

- 5 28. Effective October 1, 1993 employees shall be eligible, on a one
6 time only basis, for reimbursement of the cost of transdermal
7 patches less two dollar (\$2.00) employee copay and
8 accompanying smoking cessation counseling not otherwise
9 available as a covered benefit. Such reimbursement shall be
10 made by the departmental Employer.
11

12 **E. Group Dental Expense Plan.**
13

- 14 1. The Employer shall pay 95% of the applicable premium for
15 employees enrolled in the Group Dental Expense Plan.
16
17 2. Benefits payable under the Dental Expense Plan will be as
18 follows:
19
20 a. 90% of actual fee or usual, customary and reasonable fee,
21 whichever is lower, for restorative, endodontic, and
22 periodontic services (x-rays, fillings, root canals, inlays,
23 crowns, etc.).
24
25 b. There shall be a yearly maximum benefit of \$1,000 per
26 person exclusive of orthodontics. There shall be a
27 separate \$1,500 lifetime maximum benefit for orthodontics.
28
29 3. **Covered Dental Expenses:** The Dental Expense Plan will
30 pay for incurred claims for employee and/or enrolled
31 dependents at the applicable percentage of either the actual
32 fee or the usual, customary and reasonable fee, whichever is
33 lower, for the dental benefits covered under the Dental
34 Expense Plan up to a maximum of \$1,000 for each covered
35 person in each twelve (12) month period beginning October 1.
36
37 4. There is a separate \$1,500 lifetime maximum benefit for
38 orthodontics.
39
40 5. The following services will be paid at the 100% benefit level:
41

42 **Diagnostic Services:**
43

- 44 - Oral examinations and consultations twice in a fiscal year.
45

<u>Preventive Services:</u>	1
- Prophylaxis - teeth cleaning three (3) times in a fiscal year;	2
- Topical application of fluoride for children up to age 19,	3
twice in a fiscal year;	4
- Space maintainers for children up to age 14.	5
	6
6. The following services will be paid at the <u>90%</u> benefit level:	7
	8
<u>Radiographs:</u>	9
	10
- Bite-wing x-rays once in a fiscal year unless special need is	11
shown;	12
- Full mouth x-rays once in a five (5) year period, unless	13
special need is shown.	14
	15
<u>Restorative Services:</u>	16
	17
- Amalgam, silicate, acrylic, porcelain, plastic and composite	18
restorations;	19
- Gold inlay and onlay restorations.	20
	21
<u>Oral Surgery:</u>	22
	23
- Extractions, including those provided in conjunction with	24
orthodontic services;	25
- Cutting procedures;	26
- Treatment of fractures and dislocations of the jaw.	27
	28
<u>Endodontic Services:</u>	29
	30
- Root canal therapy;	31
- Pulpotomy and pulpectomy services for partial and	32
complete removal of the pulp of the tooth;	33
- Periapical services to treat the root of the tooth.	34
	35
<u>Periodontic Services:</u>	36
	37
- Periodontal surgery to remove diseased gum tissue	38
surrounding the tooth;	39
- Adjunctive periodontal services, including provisional	40
splinting to stabilize teeth, occlusal adjustments to correct	41
the biting surface of a tooth and periodontal scaling to	42
remove tartar from the root of the tooth;	43
- Treatment of gingivitis and periodontitis diseases of the	44
gums and gum tissue.	45
	46

1 7. The following services will be paid at the 50% benefit level:
2

3 **Prosthodontic Services:**
4

- 5 - Repair or rebasing of an existing full or partial denture;
6 - Initial installation of fixed bridgework; *
7 - Initial installation of partial or full removable dentures
8 (including adjustments for six (6) months following
9 installation);
10 - Construction and replacement of dentures and bridges
11 (replacement of existing dentures or bridges is payable
12 when five (5) years or more have elapsed since the date of
13 the initial installation).
14

15 **Dental Sealants:**
16

- 17 - As soon as administratively feasible after approval of this
18 Agreement, the Dental Plan shall provide for sealants on
19 permanent molars that are free of any restorations or
20 decay. Sealant treatment shall be payable on a per tooth
21 basis with the Plan paying 50% of the reasonable and
22 customary amount of the sealant and the employee paying
23 the remainder. Dependents up to age 14 shall be eligible
24 for the sealant application in accordance with this Sub-
25 section. The benefit shall be payable for only one
26 application per tooth within a three (3) year period. Under
27 the Dental Point of Service PPO, the Plan will pay 70% of
28 the reasonable customary amount.
29

30 8. The following services will be paid at the 60% benefit level:
31

32 **Orthodontic Services:**
33

- 34 - Minor treatment for tooth guidance;
35 - Minor treatment to control harmful habits;
36 - Interceptive orthodontic treatment;
37 - Comprehensive orthodontic treatment;
38 - Treatment of an atypical or extended skeletal case;
39 - Post-treatment stabilization;
40 - Separate lifetime maximum of \$1,500 per each enrollee;
41 - Orthodontic services for dependents up to age 19; for
42 enrolled employee and spouse, no maximum age.
43 Orthodontic coverage shall be extended to each dependent
44 up to age 25 if the dependent is a full-time student at an
45 accredited institution.

9. The benefit descriptions outlined in this Section are illustrative and not exhaustive.

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

Benefit	Current Coverage	Enhanced Coverage
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	50%	100%
Other Oral Surgery	90%	90%
Adjunctive	90%	90%
Crowns	90%	90%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Sealants	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,000	\$1,000
Lifetime Orthodontics	\$1,500	\$1,500

F. Vision Care Insurance.

1. The Employer shall pay 100% of the applicable premium for employees enrolled in the Group Vision Plan.

2. **Participating Providers:** Benefits payable for participating providers under the Plan will be as follows:

a. **Examination:** Payable once in any twelve (12) month period with an employee co-payment of \$5.00.

b. **Lenses and Frames:** Payable once in any twenty-four (24) month period or in any twelve (12) month period where required by a change in prescription with an employee co-payment of \$7.50 for eyeglass lens up to 71 mm and frames and \$7.50 for medically necessary contact lenses.

- 1 The Plan will pay up to \$25.00 wholesale cost allowance
2 for frames, plus the dispensing fee.
3
- 4 c. **Contact Lenses not Medically Necessary:** The Plan will
5 pay a maximum of \$90.00 and the employee shall pay any
6 additional charge of the provider for such lenses. The
7 co-payment provision under F(2)b is not required.
8
- 9 Medically necessary means (a) the member's visual acuity
10 cannot otherwise be corrected to 20/70 in the better eye or
11 (b) the member has one of the following visual conditions:
12 keratoconus, irregular astigmatism, or irregular corneal
13 curvature.
14
- 15 3. **Non-Participating Providers:** Plan payments for
16 non-participating providers:
17
- 18 a. **For Vision Testing Examinations:** The Plan will pay 75%
19 of the reasonable and customary charge after it has been
20 reduced by the member's co-payment of \$5.00.
21
- 22 b. **For Eyeglass Lenses:** The Plan will pay the provider's
23 charges or the amount set forth below, whichever is less:
24
- 25 **Regular Lenses:**
26 - Single Vision \$13.00/Pair
27 - Bifocal \$20.00/Pair
28 - Trifocal \$24.00/Pair
29
- 30 **Contact Lenses:**
31 - Medically necessary as defined in Subsection F(2)c
32 above..... \$96.00/Pair
33 - Not medically necessary..... \$40.00/Pair
34
- 35 **Special Lenses:** For covered special lenses (e.g.,
36 aphatic, lenticular and aspheric) the Plan will pay 50% of
37 the provider's charge for the lenses or 75% of the
38 average covered vision expense benefits paid to
39 participating providers for comparable lenses, whichever
40 is less.
41
- 42 **Additional Charges for Plastic Lenses:**..... \$3.00/Pair
43 Plus benefit provided above for covered lenses.
44

Additional Charges for Tints Equal to Rose Tints:..... 1
..... \$3.00/Pair 2

Additional charges for Prism Lenses:..... \$2.00/Pair 3
When only one lens is required, the Plan will pay 4
one-half (1/2) of the applicable amount per pair shown 5
above. 6

For Eyeglass Frames: The Plan will pay the provider's 7
charges or \$14.00, whichever is less. 8

4. Employees who are required to operate VDT/CRT equipment 9
for a majority of the time shall be eligible for reimbursement for 10
a Vision Testing Examination at rates provided herein on an 11
annual basis regardless of when they were last examined. 12

G. Long Term Disability Insurance. 13

1. The Employer shall maintain the long term disability (LTD) 14
insurance coverage in effect on October 1, 1985. 15

2. Part-time and Permanent-Intermittent employees who work 16
40% or more of full-time will be eligible for LTD benefits. 17

Premiums for eligible less-than-full-time employees shall be 18
determined in accordance with the current LTD premium 19
schedule for full-time employees. The benefit level for 20
employees who actually utilize the LTD benefit shall be based 21
on the employee's average biweekly hours worked the 22
preceding fiscal year, but the dollar amount of the benefit shall 23
be calculated on the basis of the employee's current hourly 24
rate (the hourly rate in effect at the time the employee actually 25
goes on disability leave). 26

3. The cost of premiums of such Plan shall be shared by the 27
Employer and the employee in accordance with current 28
practice. 29

4. The Employer shall provide a rider to the existing LTD 30
insurance. All employees who are covered by LTD insurance 31
shall automatically be covered by this rider as well. The rider 32
shall provide insurance which will pay directly to the carrier the 33
full amount (100%) of health insurance (or HMO) premiums 34
while such employee is on LTD insurance for a maximum of six 35

1 (6) months for each covered employee. The Employer agrees
2 to pay the cost of such rider.
3

4 **H. Life Insurance.**
5

6 1. The Employer shall provide a state-sponsored group life
7 insurance plan which has a death benefit equal to 2.0 times
8 annual salary rounded up to the nearest \$1,000, with a
9 minimum \$10,000 benefit. The Employer shall pay 100% of
10 the premium for this benefit. Less than full time employees
11 who are eligible for enrollment in the Plan in accordance with
12 Appendix B of the Master Agreement shall have their benefit
13 level determined as if they were working full-time in a full-time
14 position.
15

16 2. The age ceiling of 23 years for dependent coverage available
17 under the optional life insurance plan shall not apply to
18 handicapped dependants. Such additional coverage shall be
19 provided at the current premium cost to the employee. A
20 dependant is considered handicapped if he/she is unable to
21 earn his/her own living because of mental retardation or
22 physical handicap, and depends chiefly on the employee for
23 support and maintenance.
24

25 **3. Dependant Coverage:**
26

27 a. Employee pays 100% of premium for optional dependant
28 coverage.
29

30 b. Employee may choose between four levels of dependant
31 coverage:
32

33 - **Level One** insures spouse for \$1,500 and children from
34 age 15 days to 23 years for \$1,000.
35

36 - **Level Two** insures spouse for \$5,000 and children from
37 age 15 days to 23 years for \$2,500.
38

39 - **Level Three** insures spouse for \$10,000 and children
40 from age 15 days to 23 years for \$5,000.
41

42 - **Level Four** insures spouse for \$25,000 and children
43 from age 15 days to 23 years for \$10,000, or, in the
44 alternative, the employee may elect to insure children
45 only for \$10,000.

I. Accidental Death Insurance.

The State shall provide a State-sponsored Accidental Death Insurance Plan which has a benefit of \$100,000 in case of an employee's accidental death in line of duty.

J. Payment of Insurance Premiums Upon Layoff.

Employees 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 last pay check. The Employer shall pay the Employer's share of premiums for medical, dental, vision, and life insurance for two (2) pay periods for employees selecting this option. Coverage for medical, dental, vision, and life insurance shall thereafter continue for these two (2) pay periods. Election of this option shall not affect the laid off employee's eligibility for health and life insurance coverage for up to three (3) years subsequent to layoff by directly paying the entire premium, as per current practice.

K. Group Insurance Enrollment Upon Limited Term Recall.

All employees covered by this Agreement who accept limited term recall into positions in this Bargaining Unit are eligible for enrollment in all group insurance plans in which they were enrolled at the time of layoff. Coverages in such plans shall be the same as the coverage at the time of layoff. Eligibility for other benefits shall be in accordance with Appendix B of the Master Agreement. Such employees shall not be considered as temporary (less than 720 hours) employees.

L. Open Enrollment Period.

1. There will be an open enrollment period for all insurances on an annual basis. Employees in the MSEA Bargaining Unit may, at that time, make any necessary changes (i.e., change from HMO to State Health Plan, drop spouse, add spouse, drop or add dental, add vision, etc.) in their insurance coverage not already granted to them by the existing policies. The Employer will notify all employees fifteen (15) days prior to the open enrollment period. All changes must be made within the thirty (30) day open enrollment period. All changes will become effective the first day of the pay period beginning after the open enrollment period.

- 1 2. However, Permanent-Intermittent employees who in a fiscal
2 year have been in pay status for 832 hours are eligible to enroll
3 in the Group Dental, Life, and Vision Plans provided that the
4 employee must elect to enroll in such plan(s) within the first
5 pay period after reaching 832 hours. The notification
6 procedure outlined in L(1) of this Section does not apply to
7 L(2).
8
9 3. When an employee moves to a new permanent residence
10 outside of the service area of the HMO in which he/she was
11 enrolled, the employee shall be granted a 30 calendar day
12 open enrollment period from the date of the move to enroll in
13 the State Health Plan or to enroll in another HMO serving the
14 new residence area.
15

16 **M. Shift Premium Payment.**
17

- 18 1. Employees in the MSEA Bargaining Unit in classes at the
19 levels indicated below are eligible for shift premium of 5%
20 above straight-time rates, rounded to the nearest cent:
21

<u>BARGAINING UNIT</u>	<u>Skill Levels</u>
Position Comparison System	1 - 12
Labor and Trades	5 - 11

- 22
23
24
25
26 2. Shift premium shall be paid to eligible employees for each shift
27 where fifty percent (50%) or more of their regularly scheduled
28 shift falls between the hours of 4:00 p.m. and 5:00 a.m.
29
30 3. Shift premium shall be included as part of the regular rate for
31 computation of the premium for overtime hours worked by
32 eligible employees working regularly scheduled afternoon and
33 night shifts.
34
35 4. Shift premium shall not be paid for holidays or leave time used.
36
37 5. The value of shift premium shall not be included in determining
38 the value of fringe benefits which are based on pay rate; all
39 fringe benefits will be based on the straight time pay rates.
40
41 6. Work requiring reassignment of employees from day shifts to
42 afternoon or night shifts shall be paid shift premium as in the
43 case of regularly assigned afternoon and night shifts.
44

7. When an employee takes the place of an absent worker the employee must be paid shift differential in addition to overtime unless both employees are not eligible for shift differential.

N. Hazard Pay.

1. Classes responsible for custody and supervision of inmates in addition to regular duties (formerly designated "P" rate classes) shall receive \$.40 per hour above regular rates.
2. Eligibility for "P" rate shall be as follows:
 - a. Is responsible on a regular and recurring basis for the custody or supervision of residents under the jurisdiction of the Department of Corrections, Bureau of Correctional Facilities;
 - b. Is assigned to a position within the security perimeter of an institution within the Bureau of Correctional facilities;
 - c. Is assigned to a work station within a Department of Corrections, Bureau of Correctional Facilities institution which involves regular and recurring contact (25% or more of work time) with the Department of Corrections residents. Any disputes arising under this paragraph shall be resolved by the Michigan State Employees Association and the Office of State Employer;
 - d. Works in a "covered position" within the meaning of "P.A. 351 of 1988, as may be amended;
 - e. Is assigned to replace an employee receiving hazard pay within a security perimeter for the period of such replacement, provided s/he replaces the employee for a minimum of a seven (7) hour work day and any consecutive scheduled work. The Employer agrees that it shall not reassign employees for the purpose of avoiding the payment of hazard pay under this sub-paragraph.
3. Positions in departments other than Department of Corrections must supervise residents assigned from Department of Corrections, Bureau of Correctional facilities.
4. Incidental contact such as passing by a resident porter does not qualify a position for hazard pay.

- 1 5. In addition, those positions eligible for "P" rate which are:
2
3 a. assigned to close, maximum and administrative
4 segregation work units within the security perimeter of a
5 Department of Corrections, Bureau of Correctional
6 Facilities institution which is designated by the Michigan
7 Corrections Commission as having 1) a close, maximum or
8 administrative segregation overall rating, or 2) a close or
9 medium overall rating which would contain an
10 administrative segregation unit; and
11
12 b. Occupied by a Bargaining Unit employee having two (2)
13 years (4,176 hours) or more of continuous service in the
14 Bargaining Unit;
15
16 shall receive an additional ten cents (\$.10) per hour [for a total
17 of fifty cents (\$.50) per hour].
18

19 **O. Personal Leave Days.**
20

21 Permanent full-time non-probationary employees shall receive two (2)
22 personal leave days (16 hours) to be used in accordance with normal
23 requirements for annual leave usage. Such leave shall be granted to
24 less-than-full-time, non-probationary permanent employees on a
25 pro-rata basis in accordance with current practice regarding holidays.
26 Such leave grant shall be extended to employees returning from leave
27 of absence on their return. Such leave time shall be granted to
28 persons entering the Bargaining Unit (for example, recall from layoff)
29 on a pro-rata basis. However, no employee shall be entitled to more
30 than one grant of personal leave in each fiscal year. Such leave shall
31 be credited to the employee's annual leave balances on each October
32 1.
33

34 **P. Longevity.**
35

36 Effective October 1, 1993 the longevity schedule in Appendix J shall
37 be applicable to employees in this Unit.
38

39 **Q. Holidays.**
40

- 41 1. The following are designated holidays:
42

43 New Year's Day	Veteran's Day
44 Martin Luther King Day	Thanksgiving Day
45 President's Day	Thanksgiving Friday

Memorial Day	Christmas Eve Day	1
Independence Day	Christmas Day	2
Labor Day	New Year's Eve Day	3

2. Eligibility and compensation for holidays shall continue in accordance with current practice. See Appendix B.

3. At the discretion of the Appointing Authority and with the approval of their immediate supervisor, employees may elect to work Veteran's Day and take the following Friday off. In the event such approval is denied, employees shall not have the right to file grievances related thereto.

R. Severance Pay.

In recognition of the fact that the deinstitutionalization of the Department of Community 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 employees.

1. Definitions.

- a. Layoff - For purposes of this Section, layoff is defined as the termination of active State employment solely as a direct result of a reduction in force. Other separations from active State employment such as leaves of absence, resignation, suspension or dismissal shall not be considered a layoff under the terms of this Section.

- b. Week's Pay - Week's pay is defined as an employee's gross pay for forty (40) hours of work at straight time excluding such things as shift differential and "P" rate at the time of layoff.

- c. Year of Service - Year of service is defined as 2088 hours recorded in the PPS Continuous Service Hours Counter (see Subsection R(9)).

2. **Eligibility.** The provisions of this Section shall apply only to Department of Community Health agency-based employees with more than one year of service who have been laid off because of a reduction in the resident population in State

1 institutions. Further, the following employees shall not be
2 eligible to receive severance pay:

- 3
4 a. Employees who are in less than satisfactory employment
5 status.
6
7 b. Employees with a temporary or limited term appointment
8 having a definite termination date.
9

10 **3. Time and Method of Payment.** After an employee has been
11 laid off for six (6) months in accordance with the provisions of
12 this Section, he/she shall be notified by the Agency in writing
13 that he/she has the option of remaining on the recall list(s) or of
14 accepting a lump sum severance payment and thereby
15 forfeiting all recall rights. The employee must notify the
16 Agency in writing of his/her decision either to accept the
17 severance payment or to retain recall rights. An employee who
18 does not notify the Agency in writing of his/her decision shall
19 be deemed to have elected to retain recall rights.
20

21 If the employee chooses to remain on recall and rejects the
22 payment, the employee has the option at any time within the
23 next six (6) months of accepting the lump sum severance
24 payment and thereby forfeiting all recall rights. An employee
25 who reaches such decision during the second six (6) month
26 period shall notify the Agency in writing of his/her decision.
27

28 An employee who has been laid off for twelve (12) months
29 shall be notified by the Agency in writing that he/she must
30 choose either to accept the lump sum severance payment or to
31 reject such payment. By rejecting such payment, the
32 employee shall retain recall rights in conformance with the
33 provisions of this Agreement and shall have no further
34 opportunity to receive severance payment. The employee
35 must notify the Agency in writing of his/her decision within
36 fourteen (14) calendar days of receipt of the Agency's
37 notification. An employee who does not notify the Agency in
38 writing of his/her decision to accept the severance payment
39 shall be deemed to have permanently rejected such payment
40 and to have retained recall rights in accordance with Article 12.
41 If an employee elects to accept the lump sum payment, the
42 employee's name shall be removed from all recall lists and
43 such payment shall be made by the Agency within sixty (60)
44 calendar days of receipt of the employee's decision.
45

4. **Disqualification.** An employee laid off as defined in this
Section who has not elected in writing to accept severance
payment shall be disqualified from receiving such payment
under the following conditions:
- a. If the employee is deceased.
 - b. If the employee is hired for any position within the state
classified service:
 - If such employment requires a probationary period,
upon successful completion of such period.
 - If no probationary period is required, upon date of hire.
 - If a probationary period is required and the employee
does not successfully complete such required
probationary period and is therefore separated, such
time of employment shall be bridged for purposes of the
time limits in Subsection R(3) above.
 - c. If the employee is hired for any position outside of the State
classified Civil Service and the initial base hourly rate for
that new employment is 75 percent or more of the
employee's final base hourly rate of the Bargaining Unit
position from which she/he was laid off.
 - d. An employee who refuses recall to or new State
employment hiring within a thirty (30) mile radius in the
tri-county area of Wayne, Oakland, and Macomb or fifty
(50) mile radius outstate of the Agency from which he/she
was laid off. The same radius shall apply to an employee
who refuses a position with any other department of the
State.
 - e. An employee permanently recalled to another job in State
government.
5. **Effect of Recall.**
- a. An employee temporarily recalled for sixty (60) calendar
days or less shall have such time bridged for purposes of
counting the time in accordance with Subsection R(3)
above.

1 b. An employee permanently [more than sixty (60) calendar
2 days] recalled to a position in this Bargaining Unit and
3 subsequently laid off shall have the same rights as if
4 he/she were laid off for the first time. The time limits listed
5 in Subsection R(3) above shall be applied from the date of
6 the most recent layoff.

7
8 6. **Effect of Hiring.** If an employee has accepted severance
9 payment and is hired in the State classified service or into a
10 State-funded position caring for residents within two (2) years
11 of the acceptance of severance payment, such employee shall
12 repay to the State the full net (gross less employee's FICA and
13 income taxes) amount of the severance payment received.
14 Such repayment shall not be required until after the employee
15 has successfully completed a required probationary period.
16 Once such employee has successfully completed the required
17 probationary period, that employee shall have a one (1) year
18 period to make the repayment to the Agency from which the
19 severance payment was received. The details of the method
20 and time schedule for such repayment shall be discussed
21 between the employee and the Agency and reduced to writing
22 and signed by the employee and the Appointing Authority or
23 designee of the Agency. In cases of unusual hardship and by
24 mutual consent the one-year period may be extended.

25
26 7. **Payment.** An employee who elects in writing to receive
27 severance pay shall receive an explanation of the terms of
28 such severance pay. The Office of the State Employer shall
29 develop a form which explains to such employee all the
30 conditions attendant to acceptance of severance pay.

31
32 The employee and Appointing Authority or designee shall sign
33 this form and the signatures shall be witnessed. No employee
34 is entitled to receive severance pay until and unless he/she
35 has signed the above mentioned form. The employee shall
36 receive a carbon copy of the signed form.

37
38 The Employer shall deduct from the amount of any severance
39 payment any amount required to be withheld by reason of law
40 or regulation for payment of taxes to any federal, state, county
41 or municipal government. Eligible employees as indicated in
42 Subsections R(1) through R(6) above shall receive severance
43 payment according to the following schedule:
44

- a. Employees who have from one (1) through five (5) years of service: One week's pay for every full completed year of service, years 1-5;
- b. Employees who have more than six (6) full years of service: Two week's pay for every full completed year of service, years 6-10;
- c. Employees who have more than eleven (11) full years of service: Three week's pay for every full completed year of service from year 11 on. For amounts, see schedule in Subsection R(9).

Employees who work less than full-time (80 hours per pay period) shall be eligible in accordance with Subsections R(1) through R(6) above, to receive a proportional severance payment in accordance with the following formula:

The Agency shall calculate the average number of hours such employee worked for the calendar year preceding such employee's layoff. This number shall then be used to determine the proportion of such employee's time in relation to full-time employment. This proportion shall then be applied to the above payment schedule for purposes of payment. See example in Subsection R(9).

However, no employee shall be entitled to receive more than fifty-two (52) weeks of severance pay.

- 8. **Effect on Retirement.** The acceptance or rejection of severance pay shall have no effect on vested pension rights under the Retirement Act. The parties agree that the severance payment shall not be included in the computation of compensation for the purpose of calculating retirement benefits and will seek and support statutory change if such legislation is necessary to so provide.
- 9. **Effective Date.** The provisions of this Section shall apply to employees in the Labor and Trades Unit in the Department of Community Health laid off on or after October 1, 1983.

SEVERANCE PAY SCHEDULE

<u>Hours</u>	<u>Years</u>	<u>Week's Pay</u>
2088 - 4176	1	1
4177 - 6264	2	2
6265 - 8352	3	3
8353 - 10440	4	4
10441 - 12528	5	5
12529 - 14616	6	7
14617 - 16704	7	9
16705 - 18792	8	11
18793 - 20880	9	13
20881 - 22968	10	15
22969 - 25056	11	18
25057 - 27144	12	21
27145 - 29232	13	24
29233 - 31320	14	27
31321 - 33408	15	30
33409 - 35496	16	33
35497 - 37584	17	36
37585 - 39672	18	39
39673 - 41760	19	42
41761 - 43848	20	45
43849 - 45936	21	48
45937 - 48024	22	51
48025 - 50112	23	52
50113 - 52200	24	52
52201 - 54288	25	52 Etc.

**EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL
TIME EMPLOYEE**

Average number of hours worked in previous calendar
year: 1980

Full time employee hours: 2088

Proportion (or percentage): $1980 / 2088 = .948$ (or
94.8%)

S.P. = Severance Payment from schedule

$.948 \times \$ \text{S.P.} = \$ \text{Gross Amount to be paid.}$

10. Effective October 1, 1996, the special severance fund will be continued at the level of \$2,875,000. Employees who are indefinitely laid off will be eligible for severance payments from the fund in accordance with this Section. The provisions of this Subsection will not apply to Department of Community Health employees entitled to severance pay under this Section and severance payments to those employees shall not be paid from this fund.

Money remaining in the fund on September 30, 1999 will not be carried over into the next fiscal year.

S. Deferred Compensation.

Employees who are laid off from State employment and who have been enrolled in the State's Deferred Compensation Program shall be provided with a written explanation of their options regarding their contributions made to the Plan. Such written explanation shall fully outline and be only limited by governing IRS Regulation 457 and the State's IRS approved Deferred Compensation Plan.

T. Reimbursement Rates - Travel.

Employees shall be entitled to travel reimbursement at the rates and in accordance with the Standardized Travel Regulations in effect on the date(s) of travel.

U. A Qualified 401(k) Tax-Sheltered Plan.

The qualified 401(k) Tax-Sheltered Plan currently in effect shall be continued for employees in this Bargaining Unit.

V. Group Auto and Homeowners Plan.

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

W. Flexible Compensation Plan.

The Employer shall maintain the current flexible compensation plan for employees in this Bargaining Unit. See Appendix I.

Effective October 1, 1989, employees in this Bargaining Unit will be eligible to participate in the State of Michigan dependent care and

1 medical spending accounts authorized in accordance with Section 125
2 of the Internal Revenue Service Code.

3
4 **X. Safety Shoes.**

5
6 Effective October 1, 1996, the allowance paid by the Employer for the
7 purchase of any required safety shoes in accordance with the
8 provisions of Article 22, Section E, shall be the actual cost of such
9 shoes up to a maximum reimbursement of \$100.

10
11 When an employee presents medical evidence of the need for an
12 orthopedic safety shoe the Employer shall reimburse the actual cost of
13 the orthopedic safety shoe not otherwise covered by the health
14 insurance.

15
16 **Y. Child Care.**

17
18 A Joint Study Committee shall be established within ninety (90) days
19 of the effective date of this Agreement to examine the issue of child
20 care. It is the intent of the parties that this Committee will assess child
21 care needs and will evaluate the merits of various child care
22 assistance programs including programs designed to assist
23 employees in locating and obtaining quality child care services. The
24 Committee's report will be prepared within ten (10) months of the
25 effective date of this Agreement. Child care assistance programs may
26 be implemented by mutual agreement.

27
28 **Z. Effective Date.**

29
30 This Article shall be effective on October 1, 1999, unless otherwise
31 specified.

32
33 **ARTICLE 44**
34 **PRINTING OF THE AGREEMENT**

35
36 The Employer and MSEA shall jointly proof this Agreement against
37 the tentative Agreement ratified by the parties and approved by the
38 Civil Service Commission and shall agree upon a common cover color
39 and format prior to final printing and distribution. The Agreement may
40 be printed by the Department of Management and Budget
41 Reproduction Services. The Employer shall be responsible for the
42 cost of its own copies of this Agreement. MSEA shall be responsible
43 for the cost of its own copies and copies to be provided to employees
44 in the Bargaining Unit. A copy of this Agreement shall be available to
45 be consulted by an employee upon request in the office of every
46 supervisor of employees covered by this Agreement.

ARTICLE 45
MSEA INFORMATION TO THE EMPLOYER

MSEA agrees to furnish the following information in writing to the Employer:

1. A list of Designated Stewards and their respective jurisdictions annually.
2. A list of State Officers and Regional Directors.
3. MSEA Constitution.
4. Current MSEA Office(s) mailing addresses and phone numbers.

Any changes or additions to the above information shall be forwarded to the Employer by MSEA in writing as soon as such changes are made.

ARTICLE 46
NO STRIKE - NO LOCKOUT

A. No Strike.

The Employer and MSEA recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, neither MSEA, either individually or through its members, nor any employees covered by this Agreement, will authorize, instigate, condone, or take part in any strike, work stoppage, slowdown or other concerted interruption of operations of services by employees, and employees will maintain the full and proper performance of duties in the event of a strike.

When the Employer notifies MSEA by certified mail that any of the employees in this Representation Unit are engaged in any such strike activity, MSEA shall immediately inform such employees that strikes are in violation of this Agreement and contrary to the Civil Service Rules and Regulations.

B. No Lockout.

The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, or condone, or take part in, any lockout.

1 **ARTICLE 47**
2 **EFFECT OF CIVIL SERVICE COMMISSION RULES AND**
3 **COMPENSATION PLAN**
4

5 The parties recognize that this Agreement is subject to the Rules of
6 the Civil Service Commission and the Civil Service Compensation
7 Plan. The parties therefore adopt and incorporate herein such Rules
8 and Compensation Plan provisions regarding mandatory subjects of
9 bargaining provided that the subject matter of such Rules and
10 Compensation Plan is not covered in this Agreement.
11

12 Except as otherwise provided in the Civil Service Rules and
13 Regulations, if the subject matter of a proper subject of bargaining is
14 addressed in this Agreement, the provisions of this Agreement shall
15 govern entirely.
16

17 Except as otherwise provided in the Civil Service Rules and
18 Regulations, where any provision of this Agreement is in conflict with
19 any current Commission Rule or provision of the Compensation Plan
20 regarding a proper subject of bargaining, the parties will regard
21 Commission approval of this Agreement as an expression of policy by
22 the Commission that the parties are to be governed by the provisions
23 of this Agreement.
24

25
26 **ARTICLE 48**
27 **SEVERABILITY**
28

29 In the event that any provision of this Agreement at any time after
30 execution shall be declared to be invalid by any court of competent
31 jurisdiction, or abrogated by law, such invalidation of such part or
32 portion of the Agreement shall not invalidate the remaining portions of
33 this Agreement, it being the express intent of the parties that all other
34 provisions not thereby invalidated shall remain in full force and effect.
35 The parties shall promptly enter into collective bargaining negotiations
36 for the purpose of arriving at a mutually satisfactory replacement for
37 such invalidated provision.
38

ARTICLE 49
PERMANENT-INTERMITTENT AND PART-TIME
EMPLOYEES

- A. Permanent-Intermittent employees shall be used only for job assignments which are characterized by periodic, irregular or cyclical scheduling. Permanent-Intermittent employees shall not be used for the purpose of eroding permanent full-time employment.
- B. Permanent-Intermittent and part-time employees are entitled to all benefits in accordance with Appendix B. Seniority is accrued in accordance with Article 11, based on hours worked.
- C. Permanent-Intermittent and part-time employees shall have their holiday pay calculated in accordance with current practice except where such an employee works full-time for all non-holiday hours during the pay period in which the holiday occurs, whereupon they will be entitled to full holiday credit.
- D. As applicable, the scheduling, furloughing, return from furlough, layoff and recall of Permanent-Intermittent and part-time employees shall continue in accordance with current departmental practices until negotiated otherwise in secondary negotiations. To the extent permitted by Civil Service Rules and Regulations, the issue of converting Permanent-Intermittent employees to permanent full-time is a proper subject for secondary negotiations. Any and all other issues arising out of the employment of Permanent-Intermittent and part-time employees shall be discussed in Labor-Management Meetings.
- E. Permanent-Intermittent and part-time employees who have acquired status shall have transfer rights to other Permanent-Intermittent and part-time positions in accordance with Article 13, Assignment and Transfer. Further, Permanent-Intermittent and part-time employees who have acquired status shall have transfer rights to other permanent full-time and part-time positions in accordance with Article 13, Assignment and Transfer.
- F. The Employer agrees to provide a minimum call-in guarantee of two (2) hours for Permanent-Intermittent employees who are scheduled to work or called in to work in accordance with departmental practice and who after arriving at the work site, are advised that they are not needed, or work less than two (2) hours.

1 G. Permanent-Intermittent and part-time employees who work an
2 assigned shift and who, after returning home, are called back to
3 work will be paid in accordance with the callback provisions as
4 outlined in Article 14, Section H.
5
6
7

8 **ARTICLE 50**
9 **SECONDARY NEGOTIATIONS**
10

11 The parties acknowledge and agree that no secondary negotiations
12 may take place except as specifically authorized by an Article of this
13 Agreement. The parties agree to extend the life of secondary
14 agreements and Letters of Understanding relative to the
15 administration thereof until such time as new secondary agreements
16 have been negotiated and approved by the Civil Service Commission.
17 It is understood and agreed that no provision of a secondary
18 agreement may take precedence over any provision of this (primary)
19 Agreement. Thus, if a conflict arises between a provision of this
20 Agreement and a provision of a secondary agreement the provisions
21 of this primary Agreement rather than the secondary shall prevail.
22

23 The parties shall conclude negotiations on secondary agreements no
24 later than three months after Civil Service Commission approval of
25 this primary Agreement. Should the parties fail to agree on items
26 properly referred to secondary negotiations within three months after
27 the primary agreement was approved by the Civil Service
28 Commission, the outstanding items may be submitted to Impasse in a
29 manner provided in the Civil Service Rules and Regulations.
30

31 Prior to the actual signing of a complete tentative secondary
32 agreement(s) by the Departments and the MSEA Spokesperson, the
33 Office of State Employer and the MSEA President shall have four (4)
34 work days from receipt of the Agreement to concurrently review and
35 approve or disapprove the tentative Agreement. Thereafter, any
36 signing of tentative Agreements shall not require further review or
37 approval of the Office of State Employer or MSEA.
38

39 Any agreements reached in secondary negotiations shall not be final
40 until ratified by MSEA and approved by the Civil Service Commission.
41

ARTICLE 51
LABOR-MANAGEMENT COUNCIL

A Labor-Management Council composed of the President of MSEA or his/her designee, the Director of the Office of the State Employer or his/her designee, and four (4) members selected by the MSEA and four (4) members selected by the Office of the State Employer has been established. This Council shall meet on an as-needed basis to examine and attempt to resolve issues of interdepartmental impact and/or statewide concerns.

This Council will seek the advice and assistance of the Federal Mediation and Conciliation Service (FMCS) to assist in resolving disputes.

ARTICLE 52
INTEGRITY OF THE BARGAINING UNIT

A. The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to MSEA. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees. The Employer shall not assign Bargaining Unit work to employees outside of the MSEA 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 on the effective date of this Agreement. In no event shall such assignments be made for the purpose of reducing or eroding the Bargaining Unit.

B. The Employer may continue to utilize job training programs, such as the programs listed below, provided the primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities.

- Student Work Experience
- CETA Program Employees
- Patient/Employee Programs
- Seasonal Recreation Programs
- Volunteer Programs
- WIN/GA Experience Programs
- Prisoner/Employee Programs & etc.

1 The Employer will provide MSEA with information which permits
2 the Association to monitor the implementation of such programs, if
3 not already provided. It is the intent that an Association allegation
4 that such a program is being used by the Employer as a
5 substitute, rather than a supplement, for ongoing State employee
6 activities, or causes layoffs or such programs are used to avoid
7 the recall of Bargaining Unit employees, shall be grievable under
8 the provisions set forth in this Agreement.
9

10 C. Supervisory employees shall be permitted to perform Bargaining
11 Unit work to the extent that such work is a part of their duties as
12 provided in the Civil Service class specifications or to the extent
13 that such assignment is a matter of customary practice on the
14 effective date of this Agreement, in case of training (including
15 demonstration of the proper method of completing the task
16 assigned), temporary work relief, or in the case of emergency. In
17 those cases where lead workers are performing some supervisory
18 duties, the parties agree that such employees shall not be
19 considered supervisory for purposes of this Section.
20

21 D. The Employer recognizes its obligation to utilize bargaining unit
22 members in accordance with the merit principles of the Civil
23 Service Commission. The Employer reserves the right to use
24 contractual service where necessary or desirable to provide
25 cost-effective, efficient services to the public.
26

27 The Employer agrees to make reasonable efforts (not involving a
28 delay in implementation) to avoid or minimize the impact of such
29 sub-contracting upon bargaining unit employees.
30

31 Whenever the Employer intends to contract out, sub-contract
32 services or renew such contracted services, including
33 preauthorized contractual services, the Employer shall, as early as
34 possible, but at least fifteen (15) calendar days prior to the
35 implementation of the contract, sub-contract or contractual
36 services renewal, give written notice of its intent to MSEA. When
37 a contract in excess of \$250,000 is to be submitted to Civil Service
38 notice shall be provided to MSEA at least forty (40) calendar days
39 prior to the implementation of the contract. Notice shall consist of
40 a copy of the request made to Civil Service unless such a request
41 is not required, in which case, a copy of the contract will be
42 provided. The Employer will indicate on the CS-138 form the date
43 that notice of the sub-contract was provided to the MSEA. The
44 notice shall include such matters as:
45

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

The Employer shall, upon written request, meet and confer with the MSEA over the impact of the proposed contractual services, including preauthorized contractual services, upon the Bargaining Unit.

- E. MSEA may propose alternatives to sub-contracting. Such meeting shall occur within ten (10) calendar days [fifteen (15) calendar days in the case of a contract in excess of \$250,000] from the date of notice to MSEA. Such discussions shall not serve to delay implementation of the Employer's decisions or preclude MSEA from challenging the contractual personal service request.
- F. The Employer shall also provide MSEA, upon written request, information necessary to monitor the implementation, including costs, of the contract or sub-contract. If the volume of the information requested under this Section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.

ARTICLE 53

Drug and Alcohol Testing

A. Definitions.

As used in this article:

1. **Alcohol test** means a chemical or breath test administered for the purpose of determining the presence or absence of alcohol in a person's body.
2. **Drug** means a controlled substance or a controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, being sections 333.7201, et seq., of the Michigan Compiled Laws, as may be amended from time to time.

- 1 3. **Drug test** means a chemical test administered for the purpose
2 of determining the presence or absence of a drug or
3 metabolites in a person's bodily fluids.
4
- 5 4. **Random selection basis** means a mechanism for selecting
6 test-designated employees for drug tests and alcohol tests that
7 (1) results in an equal probability that any employee from a
8 group of employees subject to the selection mechanism will be
9 selected and (2) does not give the Employer discretion to waive
10 the selection of any employee selected under the mechanism.
11
- 12 5. **Reasonable suspicion** means a belief, drawn from specific
13 objective facts and reasonable inferences drawn from those
14 facts in light of experience, that an employee is using or may
15 have used drugs or alcohol in violation of a departmental work
16 rule or a Civil Service Rule or Regulation. By way of example
17 only, reasonable suspicion may be based upon any of the
18 following:
19
- 20 a. Observable phenomena, such as direct observation of drug
21 or alcohol use or the physical symptoms or manifestations
22 of being impaired by, or under the influence of, a drug or
23 alcohol.
24
- 25 b. A report of on-duty or sufficiently recent off-duty drug or
26 alcohol use provided by a credible source.
27
- 28 c. Evidence that an individual has tampered with a drug test
29 or alcohol test during employment with the State of
30 Michigan.
31
- 32 d. Evidence that an employee is involved in the use,
33 possession, sale, solicitation, or transfer of drugs or
34 alcohol while on duty, while on the Employer's premises,
35 or while operating the Employer's vehicle, machinery, or
36 equipment.
37
- 38 6. **Rehabilitation program** means an established program to
39 identify, assess, treat, and resolve employee drug or alcohol
40 abuse.
41
- 42 7. **Test-designated employee** means an employee who
43 occupies a test-designated position.
44

8. **Test-designated position** means any of the following:
- a. A safety-sensitive position in which the incumbent is required to possess a valid commercial driver's license or to operate a commercial motor vehicle, an emergency vehicle, or dangerous equipment or machinery.
 - b. A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.
 - c. A position in which the incumbent, on a regular basis, provides direct health care services to persons in the care or custody of the state or one of its political subdivisions.
 - d. A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.
 - e. A position in which the incumbent has unsupervised access to controlled substances.
 - f. A position in which the incumbent is responsible for handling or using hazardous or explosive materials.
 - g. Another position agreed to in secondary negotiations.

B. Prohibited Activities.

An employee shall not do any of the following:

- 1. Consume alcohol while on duty.
- 2. Consume drugs while on duty, except pursuant to a lawful prescription issued to the employee.
- 3. Report to duty or be on duty with a prohibited level of alcohol or drugs present in the employee's bodily fluids.
- 4. Refuse to submit to a required drug test or alcohol test.
- 5. Interfere with any testing procedure or tamper with any test sample.

1 **C. Testing Employees.**

2
3 The Employer may require an employee, as a condition of continued
4 employment, to submit to a drug test or an alcohol test, as provided in
5 this article.
6

7 **1. Tests Authorized:**

- 8
9 **a. Reasonable suspicion testing.** An employee shall be
10 required to submit to a drug test or an alcohol test if there
11 is reasonable suspicion that the employee has violated this
12 article.
13
14 **b. Preappointment testing.** An employee not occupying a
15 test-designated position shall submit to a drug test if the
16 employee is selected for a test-designated position.
17
18 **c. Follow-up testing.** An employee shall submit to an
19 unscheduled follow-up drug test or alcohol test if, within the
20 previous 24-month period, the employee voluntarily
21 disclosed drug or alcohol problems, entered into or
22 completed a rehabilitation program for drug or alcohol
23 abuse, failed or refused a preappointment drug test, or was
24 disciplined for violating this rule.
25
26 **d. Random selection testing.** A test-designated employee
27 shall submit to a drug test and an alcohol test if the
28 employee has been selected for testing on a random
29 selection basis.
30
31 **e. Post-incident testing.** A test-designated employee shall
32 submit to a drug test or an alcohol test if there is evidence
33 that the test-designated employee may have caused or
34 contributed to an on-duty accident or incident resulting in
35 death, or serious personal injury requiring immediate
36 medical treatment, that arises out of any of the following:
37
38 (1) The operation of a motor vehicle.
39
40 (2) The discharge of a firearm.
41
42 (3) A physical altercation.
43
44 (4) The provision of direct health care services.
45

- (5) The handling of dangerous or hazardous materials. 1
- 2
2. Limitations on certain tests. 3
- 4
- a. **Test selection.** An employee subject to testing under this 5
rule may be required to submit only to a drug test, only to 6
an alcohol test, or to both tests. However, preappointment 7
testing shall be limited to drug testing. 8
- 9
- b. **Limitations on follow-up testing.** The Employer may 10
require an employee who is subject to follow-up testing to 11
submit to no more than six unscheduled drug or alcohol 12
tests within any twelve-month period. 13
- 14
- c. **Limitations on random selection testing.** The number 15
of drug tests conducted in any one year on a random 16
selection basis shall not exceed fifteen percent (15%) of 17
the number of all test-designated positions. The number 18
of alcohol tests conducted in any one year on a random 19
selection basis shall not exceed fifteen percent (15%) of 20
the number of all test-designated positions. 21
- 22
- d. **Limitations on reasonable suspicion testing.** Before 23
an employee is subject to reasonable suspicion testing, a 24
trained supervisor must document the basis for the 25
reasonable suspicion. In addition, an employee shall not 26
be subject to a reasonable suspicion test until the 27
Employer-designated Drug and Alcohol Testing 28
Coordinator (DATC), or the DATC's designee, has given 29
express, individualized, approval to conduct the test. 30
- 31
- D. Drug and Alcohol Testing Protocols.** 32
- 33
1. **Drug testing protocol.** The Employer will adopt the current 34
"Mandatory Guidelines for Federal Workplace Drug Testing 35
Programs," as amended, issued by the U.S. Department of 36
Health and Human Services (the "HHS Drug Guidelines") as 37
the protocol for drug testing under this article. 38
- 39
2. **Alcohol testing protocol.** The Employer will adopt the 40
alcohol testing provisions of the current "Procedures for 41
Transportation Workplace Drug and Alcohol Testing 42
Programs," as amended, issued by the U.S. Department of 43
Transportation (the "DOT Alcohol Guidelines") as the protocol 44
for alcohol testing under this article. 45

- 1 **3. Changes in protocol.** During the term of this agreement, the
2 parties may agree to amend the protocols without the further
3 approval of the Civil Service Commission to include any final
4 changes to the HHS Drug Guidelines or the DOT Alcohol
5 Guidelines that are published in the Federal Register and
6 become effective. If the parties agree to adopt any such final
7 changes, the parties shall notify the State Personnel Director in
8 writing of the changes and their effective date. Any other
9 change in the protocols requires the approval of the Civil
10 Service Commission.

11
12 **E. Prohibited Levels of Drugs and Alcohol.**

- 13
14 **1. Prohibited Levels of Drugs.** It is a violation of this article for
15 an employee to test positive for any drug under the HHS Drug
16 Guidelines at the time the employee reports to duty or while on
17 duty. A positive test result shall constitute just cause for the
18 Employer to discipline the donor.
19
20 **2. Prohibited Levels of Alcohol.** It is a violation of this article
21 for an employee to report to duty or to be on duty with a breath
22 alcohol concentration equal to or greater than **0.02**. A
23 confirmatory test result equal to or greater than **0.02** shall
24 constitute just cause for the Employer to discipline the
25 employee.
26

27 **F. Penalties.**

- 28
29 **1.** The Employer may impose discipline, up to and including
30 dismissal, for violation of this article. All discipline for violation
31 of any provision of this article shall be subject to the provisions
32 of Article 9 regarding discipline.
33
34 **2.** An employee selected for a test-designated position shall not
35 serve in the test-designated position until the employee has
36 submitted to and passed a preappointment drug test. If the
37 employee fails or refuses to submit to the drug test, interferes
38 with a test procedure, or tampers with a test sample, the
39 employee shall not be appointed, promoted, reassigned,
40 recalled, transferred, or otherwise placed in the test-designated
41 position. The Department of Civil Service shall also remove
42 the employee from all employment lists for test-designated
43 positions and shall disqualify the employee from any test-
44 designated position for a period of three years. In addition, if
45 the employee interferes with a test procedure or tampers with a

test sample, the employee may also be disciplined by the Employer as provided in subsection (a). An employee's qualification for appointment in the classified service is a prohibited subject of bargaining and any complaint regarding action by the Department of Civil Service shall be brought only in a Civil Service Technical Appeal proceeding.

G. Self-reporting.

1. **Reporting.** An employee who voluntarily discloses to the Employer a problem with controlled substances or alcohol shall not be disciplined for such disclosure if, and only if, the problem is disclosed before the occurrence of any of the following:
 - a. For reasonable suspicion testing, before the occurrence of an event that gives rise to reasonable suspicion that the employee has violated this rule.
 - b. For preappointment testing, follow-up testing, and random selection testing, before the employee is selected to submit to a drug test or alcohol test.
 - c. For post-incident testing, before the occurrence of any accident that results in post-accident testing.
2. **Employer action.** After receiving notice, the Employer shall permit the employee an immediate leave of absence to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug test or alcohol test. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work.
3. **Limitation.** An employee may take advantage of the provisions of Section G(1) no more often than two times while employed in the classified service. An employee making a report is not excused from any subsequent drug or alcohol test or from otherwise complying in full with this section. An employee making a report remains subject to all drug and alcohol testing requirements after making a report and may be disciplined as the result of any subsequent drug or alcohol test, including a follow-up test.

1 **H. Union Representation.**

2
3 If an employee is directed to submit to a reasonable suspicion drug or
4 alcohol test, the employee may confer with an available MSEA
5 Representative in person (if available on site) or by telephone.
6 However, such contact shall not unreasonably delay the testing
7 process.
8

9 **I. Identification of Test-Designated Positions.**

10
11 Each Appointing Authority shall first nominate classes of positions,
12 subclasses of positions, or individual positions to be test-designated.
13 The State Employer shall review the nominations and shall designate
14 as test-designated positions all the classes, subclasses, or individual
15 positions that meet one or more of the requirements of Section A(8) of
16 this Article. The designation by the State Employer shall not be
17 limited by or to the nominations or recommendations of the Appointing
18 Authority. The Appointing Authority shall give written notice of
19 designation to each test-designated employee and to the MSEA at
20 least fourteen (14) days before implementing the testing provisions of
21 this rule.
22

23 The MSEA may file a grievance contesting the designation of a
24 particular position. However, an employee occupying a position
25 designated as a test-designated position who is given notice of the
26 designation shall be subject to testing as provided in this article until a
27 final and binding determination is made that the employee is not
28 occupying a test-designated position.
29

30 **J. Coordination of Rule and Federal Regulations.**

31
32 The provisions of this Article are also applicable to employees subject
33 to mandatory Federal regulations governing drug or alcohol testing.
34 However, in any circumstance in which (1) it is not possible to comply
35 with both this Article and the Federal regulation or (2) compliance
36 with this Article is an obstacle to the accomplishment and execution
37 of any requirement of the Federal regulation, the employee shall be
38 subject only to the provision of the Federal regulation.
39


ARTICLE 54
TERMINATION OF AGREEMENT

This Agreement shall be effective upon approval by the Civil Service Commission and shall continue in full force and effect until midnight, December 31, 2001.

This Agreement completes the parties obligation to bargain over Article 43, Compensation, for Fiscal Years 1999-2000, 2000-2001, and 2001-2002.

In witness whereof, the parties hereto have set their hands:

MICHIGAN STATE EMPLOYEES ASSOCIATION

By: 
President

Date: 24 Sept 99

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

By: _____
Director

Date: _____

MSEA Bargaining Team

John Denniston
Alan T. Clark
Marty J. Goodman
Sharon Jones
Martin Mariano
Mary Rozich
Jerome Shoemaker
Lambert Solak
Rocky Woodward

Management Bargaining Team

Christine Cygan	Office of State Employer
Gisele Dionne	Office of State Employer
Kenneth Holzman	Military and Veterans Affairs
Cheryl Schmittiel	Natural Resources
Gerald Gibson	Transportation
Marilyn Smith	State Police
Jim DeForest	Management & Budget
Jeffrey Allison	Community Health
David Trakul	Family Independence Agency
Jeanine Masumura	Corrections

APPENDIX A
LABOR AND TRADES UNIT -- A31
Ref: Article 3 - Recognition

All of the classifications in the Labor and Trades Unit are eligible for overtime pay.

<u>Class</u>		
<u>Code</u>	<u>Classification</u>	
1036004	Aircraft Mechanic 9	10
1036005	Aircraft Mechanic E10	11
1036006	Aircraft Mechanic 11	12
1036103	Automotive Body Repairer 8	13
1036104	Automotive Body Repairer E9	14
1040205	Automotive Body Repairer 10	15
1036203	Automotive Mechanic 8	16
1036204	Automotive Mechanic E9	17
1040305	Automotive Mechanic 10	18
1001501	Bridge Operator 6	19
1001502	Bridge Operator 7	20
1010203	Bridge Operator E8	21
1001701	Bridge Worker 6	22
1001702	Bridge Worker 7	23
1010303	Bridge Worker E8	24
1023004	Bridge Worker 9	25
1040405	Building Trades Crew Leader E10	26
1036303	Carpenter 8	27
1036304	Carpenter E9	28
1040505	Carpenter 10	29
1037503	Central Control Operator 8	30
1037504	Central Control Operator E9	31
1037505	Central Control Operator 10	32
1037703	Communications Network Installer 8	33
1037704	Communications Network Installer E9	34
1042405	Communications Network Installer 10	35
1030503	Electrician 8	36
1030504	Electrician E9	37
1040605	Electrician 10	38
1037304	Electrician -- Master Licensed E10	39
1042105	Electrician -- Master Licensed 11	40
1037604	Elevator Repairer-Licensed E10	41
1000102	Equipment Operator 7	42
1010403	Equipment Operator E8	43
1020204	Equipment Operator 9	44
3011505	Facilities Manager V	45

1	1020303	Farm Crew Leader 8
2	1020304	Farm Crew Leader E9
3	1000202	Farmer E6
4	1020603	Groundskeeper E8
5	1020604	Groundskeeper IV
6	1020605	Groundskeeper V
7	1020703	Industries Production Leader 8
8	1020704	Industries Production Leader 9
9	1020705	Industries Production Leader E10
10	3000402	Janitor E5
11	3011003	Janitor 6
12	1000301	Laborer 5
13	1000302	Laborer E6
14	1036404	Locksmith E9
15	1040705	Locksmith 10
16	1030704	Machinist E9
17	1042305	Machinist 10
18	1030803	Maintenance Mechanic 8
19	1030804	Maintenance Mechanic E9
20	1041005	Maintenance Mechanic 10
21	1031003	Mason-Plasterer 8
22	1031004	Mason-Plasterer E9
23	1041105	Mason-Plasterer 10
24	1001101	Microfilm Machines Operator 5
25	1001102	Microfilm Machines Operator E6
26	1022303	Microfilm Machines Operator 7
27	1000502	Motor Vehicle Operator E6
28	1010803	Motor Vehicle Operator 7
29	1031104	Office Machines Repairer E9
30	1031203	Painter 8
31	1031204	Painter E9
32	1041205	Painter 10
33	4900902	Park and Recreation Ranger 7
34	4921703	Park and Recreation Ranger E8
35	4921704	Park and Recreation Ranger 9
36	1031303	Plumber 8
37	1031304	Plumber E9
38	1041305	Plumber 10
39	1037204	Plumber-Licensed E10
40	1042005	Plumber-Licensed 11
41	1031403	Power Plant Operator 8
42	1031404	Power Plant Operator E9
43	1041405	Power Plant Operator 10
44	1001201	Printing Keyliner 6
45	1001202	Printing Keyliner 7

1001203	Printing Keyliner E8	1
1022404	Printing Keyliner 9	2
1001301	Printing Typesetter 6	3
1001302	Printing Typesetter 7	4
1001303	Printing Typesetter E8	5
1022504	Printing Typesetter 9	6
1031503	Refrigeration Mechanic 8	7
1031504	Refrigeration Mechanic E9	8
1041605	Refrigeration Mechanic 10	9
1037404	Refrigeration Mechanic-Licensed E10	10
1042205	Refrigeration Mechanic-Licensed 11	11
1000601	Reprod Machines Operator 5	12
1000602	Reprod Machines Operator E6	13
1037103	Reprod Machines Operator 7	14
1037104	Reprod Machines Operator 8	15
1036504	Reprod Machines Repairer E9	16
1036505	Reprod Machines Repairer 10	17
1021404	Reprod Machines Supv IV	18
1036803	Steeplejack 8	19
1036804	Steeplejack E9	20
1041905	Steeplejack 10	21
1000801	Storekeeper 5	22
1000802	Storekeeper E6	23
1021903	Storekeeper 7	24
1036904	Television Equipment Repairer E9	25
1000902	Trades Helper E6	26
1001601	Transportation Maintenance Worker 6	27
1011202	Transportation Maintenance Worker 7	28
1011203	Transportation Maintenance Worker E8	29
1022604	Transportation Maintenance Worker 9	30
1031703	Wastewater Treatment Plant Operator 8	31
1031704	Wastewater Treatment Plant Operator E9	32
1031705	Wastewater Treatment Plant Operator 10	33
1037004	Welder E9	34
1037005	Welder 10	35

Some employees in the following classes may be included
depending upon specific duties of the position.

9401904	Professional Trainee 9	42
9401001	State Worker 4	43

APPENDIX B
Employee Benefits Eligibility Chart

Definition of Appointment Duration

Definitions:

1. **Permanent** Appointment is expected to last indefinitely.
2. **Limited Term** Appointment has a specific expiration date.
3. **Temporary (Non-Career)** Appointment is expected to last less than 720 hours and has a specific expiration date.

Definition of Appointment Type

Definitions:

1. **Full-Time** The regular work schedule consists of 80 hours per biweekly pay period.
2. **Part-Time (Hourly)** The regular work schedule consists of less than 80 hours per biweekly pay period.
(Usually set hours)
3. **Intermittent** Scheduled work hours are based on the needs of the Employer. The schedule may vary between 0-80 hours per biweekly pay period.
4. **Seasonal** Regular work schedule is normally for specific parts of the year. Scheduled work hours are based on the needs of the Employer.

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Initial Annual Leave	Credit 16 hours upon appointment to position	Not Eligible

NOTE:

1. Initial grant is available for immediate use.
2. Not more than 16 hours initial annual leave may be credited in any calendar year. However, unused credits may be restored upon separation and rehire within the same calendar year.
3. Payment for unused credit not permitted at separation until 720 hours of service completed.

APPENDIX B, continued

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Annual Leave		
A. Less than 2080 hours continuous service completed.	Credit 4 hours annual leave for each 80 hours in pay status.	Not Eligible.
B. 2080 hours or more of continuous service, but less than 10,400 hours.	Credit 4.7 hours of annual leave for each 80 hours in pay status.	Not Eligible.
C. 10,400 hours or more of continuous service.	See table, Article 39, for annual leave accrual rates.	Not Eligible.

NOTE: Credit, use and payment not permitted until 720 hours completed (except upon reinstatement or return from layoff, when credit, use and payment is permitted after completion of 80 hours in pay status).

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Sick Leave	Credit 4 hours of sick leave for each 80 hours in pay status.	Not Eligible.

NOTE:

1. Credit and use permitted next pay period following completion of 80 hours in pay status.
2. Payment for unused credits at 50% of regular rate, upon retirement or death only (except for employees hired on or after 10-1-80).
3. Unused credits restored to a separated permanent employee who returns within three years by permanent appointment, except if separated by retirement.
4. An employee who returns by a temporary (non-career) appointment may not use credits previously earned.

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Step Increase	Upon completion of required 1040 or 2080 hours of satisfactory service.	Not Eligible.

APPENDIX B, continued

Permanent / Limited Term				
Benefit	Full-Time	Part-Time percent %	Hourly / Permanent- Intermittant	Seasonal
Paid Holidays Note: Tempora ry (Non- career) are not eligible for paid holidays.	Full holiday pay.	Pay in pro- portion to percentage assigned to position, or full pay if scheduled to work all non-holiday hours in pay period. (see Article 49)	Pay in pro- portion to average hours in pay status for previous six pay periods, if applicable, or full pay if scheduled to work all non-holiday hours in pay period. (see Article 49)	Full holiday pay during season.
Benefit	FullTime, PartTime, Hourly, Permanent – Intermittent, and Seasonal		Temporary (Non-Career)	
Status NOTE: Status not granted unless/until certified from employment list.	Status granted at end of biweekly work period in which 2080 hours of satisfactory service completed (except for classes for which a longer probationary period is prescribed by the Civil Service Rules or Regulations).		Not Eligible.	
Longevity	Commencing at 12,480 hours of currently continuous service. Paid at each 2080 hours of completed service.		Not. Eligible.	

APPENDIX B, continued

Permanent / Limited Term				
State Sponsored Insurance	Full-Time	Part-Time	Hourly / Permanent Intermittent	Seasonal
Health	Eligible.	Eligible.	Eligible.	Eligible.
Life	Eligible.	Eligible if working 40 % or more of full time.	Eligible if working 40 % or more of full time.	Eligible if working 40 % or more of full time.
Long Term Disability	Eligible.	Same as Life.	Same as Life.	Eligible if working full time.
Dental	Eligible.	Same as Life.	Same as Life. *	Same as LTD. *
Vision	Eligible.	Same as Life.	Same as Life.	Same as Dental.

NOTE: **Temporary (Non-Career)** is not eligible for Health, Life, Long Term Disability, Dental or Vision Insurances.

* Exceptions for Permanent Intermittent and Seasonal eligibility for dental benefits:

- A. No more than two consecutive pay periods without being on the payroll – dropped after third.
- B. For seasonals, must have at least eight months of cumulative employment per year.

Permanent / Limited Term		
Benefit	Full-Time, Part-Time, Hourly, Permanent-Intermittent, Seasonal	Temporary (Non-Career)
Accidental Duty Death	Eligible.	Eligible.
Deferred Compensation	Eligible to enroll in next quarterly open enrollment following date of appointment.	Not Eligible.

1 **APPENDIX C**

2 **Authorization for Deduction of Representation Service Fee**
3 **MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5**

4
5
6 Name-Last First Middle

7
8
9 Home Address (Street) (City) (State)
10 (Zip)

11
12
13 Home Phone No. Work Phone
14 No.

15
16
17 Department and Work Site (example; Corrections/Standish Maximum Facility)

18
19
20 Signature Date

21
22
23 Work County (example; Ingham) Job Title & Level (example; TMW III)

24
25 **MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5**
26 **Authorization for Payroll Deduction of Representation Service Fee**

27 MISU Social Security Number Deduction Code
28 E B 0 1

29 On this date, _____, I the undersigned, do
30 hereby authorize the State of Michigan to deduct a sum equal to one (1) hour
31 of my base hourly wage rate each two-week pay period from any accrued
32 wages due me (until revoked by written notice in accordance with the
33 applicable contract between MSEA/AFSCME Local 5 and the State of
34 Michigan) and to remit same to the Michigan State Employees Association/
35 AFSCME Local 5 for payment as a representation service fee. Consent is
36 additionally hereby given to increase or decrease the specific named
37 deduction each two week pay period to that of any amount determined by the
38 Union in accordance with Article XVII of the Constitution (as amended) of the
39 Michigan State Employees Association. Fees, contributions, or gifts to
40 MSEA/AFSCME Local 5 are not deductible as charitable contributions, for
41 federal income tax purposes. Fees paid to MSEA/AFSCME Local 5, however,
42 may qualify as business expenses and may be deductible in limited
43 circumstances, subject to various restrictions imposed by the Internal
44 Revenue Service.

45
46 Signature of Employee

47 Name (please print or type) Department (please print or type)

APPENDIX D
Application for Membership
MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5

Name-Last First Middle

Home Address (Street) (City) (State) (Zip)

Home Phone No. Work Phone No.

Department and Work Site (example; Corrections/Standish Maximum Facility)

Signature Date

Work County (example; Ingham) Job Title & Level (example; TMW III)

MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5

Authorization for Payroll Deduction

MISU

Social Security Number

E A 01

Deduct Code

On this date, _____, I the undersigned, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between MSEA/AFSCME Local 5 and the State of Michigan) and to remit same to the Michigan State Employees Association/AFSCME Local 5 for payment of my union dues. Consent is additionally hereby given to increase or decrease the specific named deduction each two week pay period to that of any amount determined by the Union in accordance with Article XVII of the Constitution (as amended) of the Michigan State Employees Association. Fees, contributions, or gifts to MSEA/AFSCME Local 5 are not deductible as charitable contributions, for federal income tax purposes. Fees paid to MSEA/AFSCME Local 5, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

Signature of Employee

Name (please print or type) Department (please print or type)

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APPENDIX E
DETROIT HOUSE OF CORRECTIONS
ASSUMPTION PLAN

In accordance with provisions of proposed legislation known as House Bill 4392 regarding the assumption of former City of Detroit employees at the Detroit House of Corrections into the Michigan State Classified Civil Service within classifications exclusively represented by the Michigan State Employees Association, and pursuant to Article 11, Section C(2), of the Primary Agreement between MSEA and the State of Michigan, the Parties agree to the following:

1. Seniority.

a. For purposes of computing eligibility for any fringe benefit, all assumed bargaining unit employees shall be credited with one hour of continuous state service for each hour in pay status not including overtime as an employee for the City on a continuous basis. This includes but is not limited to annual and sick leave credit and longevity. All employees brought into the state classified service under this Plan will be allowed to enroll in the state group insurance programs as if they were new state employees with immediate coverage as of the first day of employment with the state.

b. For all other applications of seniority within the work site known as the Detroit House of Corrections, assumed employees shall be credited with one hour for each hour in pay status not including overtime as an employee for the City on a continuous basis. For all other applications of seniority anywhere other than the work site known as the Detroit House of Corrections, seniority shall be as defined in Article 11 of the Primary Agreement between MSEA and the State of Michigan, i.e., continuous hours from the date of accretion into the state service.

2. Annual Leave.

The state will assume annual leave which an employee, being assumed by the state, has accumulated as of the date of assumption but not in excess of 200 hours. Any accumulated compensatory overtime will not be assumed by the state. An employee who is laid off and who is brought into the state classified service under the Assumption Plan may elect to buy back up to 200 hours of accrued annual leave which had been paid off. An employee electing this option shall buy back the annual leave at the returning rate of pay. Such payment shall be made to the Department of Corrections.

Such option may be exercised only once per recall and must be exercised during the first thirteen pay periods after assumption.

3. Sick Leave.

The state will assume sick leave, which an employee, being assumed by the state, has accumulated as of the date of assumption but not in excess of the amount the employee could have accumulated if he/she had been a state Civil Service employee for the same length of time as they were employees of the City of Detroit.

Sick Leave Payoff:

a. Employees who were hired in the Detroit Civil Service prior to 10-1-80 will be treated exactly the same as state employees who were hired before 10-1-80 in relation to sick leave payoff. In general, that means a 50 percent payoff for accumulated sick leave upon separation from state service.

b. Employees hired into the Detroit Civil Service system on or after October 1, 1980, will be treated exactly the same as state employees who were hired on or after October 1, 1980. In general, this means no payoff for unused sick leave balances upon separation from state service.

4. Work Site and Work Location.

The facility known as the Detroit House of Corrections shall be considered a work site for all application of agreements between MSEA and the State of Michigan. This facility shall be included in the work location along with Cassidy Lake Technical School, Huron Valley Men's and Women's Facilities, Phoenix Correctional Facility, Camp Brighton, Camp Pontiac and Camp Gilman for all application of agreement between MSEA and the State of Michigan.

5. In accordance with the Civil Service Rules, the Michigan Civil Service Commission has determined that the following provisions will apply to assumed employees in terms of status, classification, and wages.

a. Employees who have certified status with the Detroit Civil Service and were hired in their DeHoCo positions as a result of a competitive process will be assumed into the state classified service in comparable positions, without further tests or examinations but subject to satisfactory completion of the standard probationary period for the classification.

1 b. Employees who do not have certified status under Detroit
2 Civil Service, but do have three (3) years or more of continuous
3 Detroit Civil Service classified service as of the date on which the
4 state assumes operation of the DeHoCo, shall be assumed into the
5 state classified service without further test of fitness but subject to
6 satisfactory completion of the standard probationary period for the
7 classification.

8
9 c. Employees who do not have certified status under Detroit
10 Civil Service and have less than three (3) years of continuous Detroit
11 Civil Service classified service as of the date on which the state
12 assumes operation of DeHoCo are to be assumed into the state
13 classified service subject to passing a non-competitive state Civil
14 Service examination and satisfactory completion of the standard
15 probationary period for the classification.

16
17 d. DeHoCo employees who are now recipients of wages that
18 are higher than the comparable job classifications in the state
19 classified service will be afforded "Red-Circle" pay treatment.
20 Employees falling within this category will be paid the base rates they
21 received prior to March 1, 1985, until such time as the wages for their
22 state Civil Service classification equals or exceeds their
23 "Red-Circled" pay rates.

24
25 6. This Stipulation and Agreement shall be considered an addendum
26 to the Parties' current contract and shall be effective on the date
27 approved by the Michigan Department of Civil Service.

28
29 7. General.

30 All assumed bargaining unit employees are covered by the terms
31 and conditions of the Primary Agreement between MSEA and the
32 State of Michigan.

APPENDIX F
PROCEDURE 1220.02

Issued January 1, 1994

SUBJECT: Garnishments, levies and wage assignments.

APPLICATION: Executive Branch Departments and Sub-units.

PURPOSE: To provide guidelines for garnishments, levies and wage assignments and their effect on State payrolls.

CONTACT AGENCY: Department of Treasury - Bureau of Management Services, Financial Operations Division.

TELEPHONE: 517 / 373-3150

FAX: 517 / 373-6941

SUMMARY:

A court may order an assignment to the Friend of the Court of the salary, wages or other income of a person responsible for payment or support and maintenance of minor children and the assignment shall continue until regular support payment and any arrearage is paid in full.

Order of assignment is effective 1 week after service upon the employer of a true copy of the order by personal service or registered or certified mail. Thereafter, the employer withholds from earnings due the employee, amount specified in the order of assignment for transmittal to Friend of the Court until notified by Friend of the Court that support arrearage is paid in full.

The Attorney General has ruled that a court order directed to the State of Michigan which orders a specific monetary amount deducted from a State employee's salary for payment to Friend of the Court until further notice, becomes effective as provided by statute when served upon any State agency and all State agencies involved in preparing and disbursing payroll and are obligated to obey the order.

Failure to obey the court order may constitute contempt of court, for which the State office or department will be fully liable.

The Attorney General has ruled that any order directed specifically to the State of Michigan as employer and served upon the State Treasurer constitutes legal service and may not be returned to the court.

A person employed by any person, firm, corporation, local government or agency, or the State or agency thereof, and working for wages or for a salary for others, including those paid of commission or combination thereof, having debts and being unable to pay, may file a list of creditors with the clerk of district or municipal court where the person lives or is employed and upon making assignment of all future wages to the clerk of the court to continue during pendency of proceedings is entitled to have a notice served upon each creditor.

1 Garnishments are a legal process embodying an order from any
2 court of record in Michigan directing the State to withhold a specified
3 amount of money from the pay of a named employee, to be paid to
4 the court in settlement of a judgment rendered by the court against
5 said employee.

6 The amount of wages subject to garnishment in a week is limited
7 to 25% of an employee's disposable earnings or the amount by which
8 his disposable earnings exceeds 30 times the current minimum
9 hourly wage set by Section 6(a)(1) of the Fair Labor Standards Acts,
10 whichever is less.

11 A levy is an of collecting or exacting by authority, examples of
12 which are governmental taxes and assessments. Specifically, in this
13 application, it is an action brought by the U.S. Treasury Department,
14 Internal Revenue Service, Michigan Department of Treasury, and the
15 Michigan Employment Security Commission to collect, by deduction
16 from as employee's pay, any taxes and/or assessments due from the
17 employee to the governmental body. The federal levy code lists child
18 support by court order as an exemption before the seizure of wages.
19 This action is separate from and in addition to amounts normally
20 withheld for income tax purposes.

21 Notice of levy is issued by the governmental body directly to the
22 State Treasury. No court is involved. Internal Revenue Service
23 levies issued against employees are continuous until released in
24 writing.

25 An assignment, to the Friend of the Court, of the salary, wages or
26 other income of the person responsible for payment of support and
27 maintenance of minor children may be made by order of the court.
28 The assignment continues in force until notified by the Friend of the
29 Court that the support arrearage is paid in full.

30 An assignment, to the clerk of the court, of the salary, wages or
31 other income of the person responsible for unpaid debts may be
32 made by court order. The assignment continues until served with a
33 notice to the contrary from the court.

34 **APPLICABLE FORMS:** None.

35 **PROCEDURES:**

36 **Garnishment / Levies**

37 Michigan Court of Record or Attorney, Internal Revenue Service
38 (IRS), State Collection Division:

- 39 o Serves copies of writ of garnishment or levy and
40 o summons of garnished employee in person or by
41 o certified mail.
- 42 o Serves garnishment on State Treasurer or designated
43 o representative in person or by certified mail.
- 44 - Appointed representatives of the State
45 o Treasurer are located in Financial Operations

Division in the Treasury Building in Lansing and	1
Treasury branch office in Detroit.	2
- Personnel and payroll offices must refuse	3
service of a garnishment.	4
State Treasurer or Designated Representative, Financial Operations	5
Division:	6
o Receives notice of levy from U.S. Department of	7
Treasury, IRS, Michigan Department of Treasury, or	8
Michigan Employment Security Commission.	9
o Receives service of garnishment from court.	10
- Before garnishment can be processed, the	11
following must be received:	12
- Service of garnishment by certified mail or in	13
person	14
- Affidavit of garnishment	15
- Writ of garnishment or summons	16
- Proof of service upon defendant	17
- A statutory fee	18
o Enters garnishment/levy information into payroll	19
garnishment/levy system.	20
- Payroll garnishment/levy system interfaces	21
with Personnel Payroll Information System for	22
Michigan(PPRISM), calculates garnishment or	23
levy amount, writes proper payroll amount to	24
the defendant, prints required disclosures and	25
sends amount for the plaintiff to the vendor	26
system.	27
- The system generates all reports necessary	28
for Financial Operations Division to balance	29
and audit the accounts.	30
- Verifies reports for accuracy before payroll is	31
mailed via regular payroll mail system.	32
o Initiates request for vendor run of third party plaintiff	33
warrants.	34
o Mails disclosures, i.e., notification of the w a r r a n t	35
number amount of garnishment, amount being paid to	36
the court, etc., to departments for distribution to	37
recipients.	38
- Files Treasury's disclosure.	39
<u>Assignment of Wages to Friend of the Court or Clerk of the</u>	40
<u>County</u>	41
State Department of Treasury:	42
o Sends court order served on the State Treasurer for	43
assignment of wages to Friend of the Court to	44
employee's Payroll/Personnel Office immediately.	45

- 1 - If the individual is not employed by the
- 2 department, performs on-line inquiry to
- 3 PPRISM; determines where the individual is
- 4 employed.
- 5 - Forwards court order to new department.
- 6 - If individual is no longer employed by the
- 7 State, returns court order to court of origin with
- 8 a written explanation.
- 9 Payroll/Personnel Office
- 10 o Receives court order directing assignment of
- 11 employee's wages to Friend of the Court.
- 12 o Verifies court order specifies State of Michigan as the
- 13 employer and the amount to be deducted biweekly.
- 14 o Reviews PPRISM Coding Manual 9.10.6 to determine
- 15 if a code exists for the court or receiver named in the
- 16 court order.
- 17 - If code exists, processes deduction transaction
- 18 in payroll system.
- 19 - If code does not exist, mails court order to
- 20 DMB, Office of Financial Management,
- 21 Information Services Division (ISD) to have a
- 22 code established.
- 23 o Receives employee's payroll warrant from Treasury
- 24 with specific wage assignment deducted.
- 25 - Distributes with regular payroll warrants.
- 26 o Maintains file of court orders, notices of termination
- 27 and pertinent documentation for each wage
- 28 assignment.
- 29 o Notifies employee of wage assignment and amount of
- 30 assignment.
- 31 o When the court order is satisfied, receives notice
- 32 from the court that the court order has been
- 33 terminated.
- 34 - Stops payroll deduction for wage assignment
- 35 to Friend of the Court by canceling employee
- 36 deduction.
- 37 Office of Financial Management:
- 38 o Receives court order which requires establishment of
- 39 a code in PPRISM; establishes code.
- 40 - Retains a copy of the court order.
- 41 - Notifies Payroll/Personnel Office that
- 42 submitted the court order of the new code;
- 43 returns court order to Payroll/Personnel Office.

Issued January 6, 1997

- Contracts, grants or purchase orders for all supplies, materials, and equipment; for all services, including consulting, research, and professional services; between State departments and private vendors,

- 1 between State departments and educational
2 institutions, or between State departments and other
3 governmental units;
4
5 -- Contracts, grants or blanket orders whose dollar values
6 are not fixed but which are estimated to be \$250,000 or
7 more;
8
9 -- Contracts, grants or purchase orders for commodities
10 or services available from only one source.
11
12 - Contract or grant amendments of \$125,000 or more also
13 require the approval of the State Administrative Board.
14
15 - Emergency contracts of \$250,000 or more involving public
16 health or safety do not need prior approval (See
17 Procedure 0510.03). These contracts shall be reported to
18 the State Administrative Board as soon as possible after
19 execution.
20
21 o If the proposed action is a contract, submits the following material
22 to the Secretary of the State Administrative Board:
23
24 - 1 copy of an Agenda Format (OCM-810)
25 -- Example:
26 DEPARTMENT OF (Type in name)
27 Requests approval of the following contracts:
28
29 (1) ABC Corporation \$125,000.00
30 Grand Rapids, MI Testing Services
31 (2) Acme Distillery Co. \$101,225.00
32 Liquor Purchase
33
34 - For each contract on the agenda:
35 -- 10 copies of a Contract Abstract Form
36 - Brief description of commodity or service.
37 - Term of contract.
38 - Acquisition Method.
39 - Summary of bids.
40 - Funding Sources.
41 - Explanatory information.
42 - Departmental recommendation on award and
43 approval.
44

- 1 copy of CS-138 form submitted to Civil Service, if applicable. 1
 - 2 copies of the proposed contract or model contract including all applicable amendments. 2
 - o If the request is for disposal of state property, see Procedures 0110.01, 0340.05 and 0220.01. 3
 - o If the request is for write-offs of state receivables, see Procedure 1210.28. 4
 - o If the request is for release of capital outlay funds, see Procedure 0110.04. 5
- Claimant: 6
- o If the request is for settlement of a small claim against the state under \$1,000, prepares a DMB-1104 and submits the completed form and copies of pertinent information to the Secretary of the State Administrative Board. 7
 - Department Directors have the delegated authority to approve claims for state employees up to \$500.00, with the following exceptions: eye glasses; personal vehicle damage when used for state business; jewelry over \$50.00; and, cash over \$100.00. A report on director approvals is required monthly. Items must be related to claimant's work performance or duties (not ornamentation, decoration, or personal pleasure items). 8
 - Reimbursement is based on present value of property. A 24 month depreciation schedule is used. 9
- Secretary to the State Administrative Board: 10
- o Reviews contracts, grants and other materials and prepares summary information for the Director and Deputy Directors of DMB. 11
 - o Handles any necessary correspondence or other communication relative to items presented. 12
 - o Prepares agenda and minutes for the Finance and Claims Committee. 13
 - o Forwards committee recommendations to the State Administrative Board for action. 14

APPENDIX H
PARTICIPATING PHARMACY DRUG PLAN

ValueRx Grp. No.	Unit Description and Code	Implementation Date
81817	Labor & Trades (A-31)	April 1, 1996

The Participating Pharmacy Drug Plan (PPDP) is available to Labor & Trades employees and their family members who are enrolled in the State Health Plan. The PPDP covers most prescription drugs prescribed by a prescriber and is contracted to ValueRx Pharmacy Program, Inc.

This benefit covers the full cost, less your (non-reimbursable) copayment, of each prescription drug or refill you purchase up to a 34-day supply. Certain medications can be covered in a 100 unit dosage or 34-day supply (whichever is greater) or a 200 unit dosage or 34-day supply (whichever is greater). You should contact the ValueRx State of Michigan Service Unit as to which medications can be obtained in 100 or 200 unit dosages or you can ask any ValueRx participating pharmacist.

Except as may be noted in the State Health Plan Schedule of Benefits, your prescription will be filled with a generic medication unless your prescribing physician has indicated "dispense as written" ("DAW") on your prescription.

When you use the services of a ValueRx participating pharmacy, providers will bill ValueRx directly for your prescription expenses and will accept the ValueRx payment amount as payment in full. Aside from your copayment, you will not have any out-of-pocket prescription medication expenses nor any claim forms to file. Simply present your ValueRx identification card to the ValueRx participating pharmacist. Effective October 1, 1996, there shall be an employee co-pay of \$2.00 for generic drugs and \$7.00 for brand name drugs. Effective January 1, 2000, there shall be an employee co-pay of \$5.00 for generic drugs and a \$10.00 co-pay for brand name drugs. During the period of this Agreement, the brand name co-pay will not apply for those drugs whose patents were scheduled to expire, but for which Congress has specifically extended the patent protection. When the patent has expired and generics are available, the brand name co-pay will apply.

If you use the services of a non-participating pharmacist, you can file your claim for the reimbursement of your expenses (less your copayment) by using a ValueRx claim form. You will receive a new claim form for your future use each time you file a claim. This form is also available at your Personnel Office or from the ValueRx State of Michigan Service Unit.

SPECIFICATIONS FOR PARTICIPATING PHARMACY DRUG PLAN

I. DRUGS COVERED

A. Federal Legend Drugs, including any medical substance bearing the legend Caution: Federal Law prohibits dispensing without a prescription, except those specifically excluded in subsection III below.

B. State Restricted Drugs, including any medicinal substance which may be dispensed by prescription only, according to appropriate State Laws.

C. Compound Medications, including any extemporaneously prepared dosage form containing at least one Federal Legend or State Restricted drug in a therapeutic amount, or a combination of ingredients which require a prescription by law. Liquid medications must include weighting of at least one solid or the measuring and mixing of at least three liquid ingredients.

D. Oral Contraceptives.

E. Injectable Insulin, including needles and syringes.

F. Any of the above (A through D) must be prescribed by a health professional authorized to prescribe medication.

If chemotherapeutic agents are prescribed drugs and the cost of administration is not included and all other conditions of the prescription are met, the costs of administration are covered.

II. LIMITATIONS

A. Benefits will be payable only for prescription drugs dispensed while the member is covered for this benefit.

1 B. If an acceptable substitute generic drug is available, then
2 generic drugs must be dispensed unless the prescriber has
3 specified dispense as written (DAW) on the prescription.
4

5 **III. EXCLUSIONS**
6

7 A. Benefits will not be paid for any refill of a drug dispensed
8 more than one year after the latest prescription initial fill date.
9

10 B. Benefits will not be payable for any drug provided while
11 the member is an in-patient in a hospital, convalescent facility,
12 psychiatric facility, or any similar institution, health care facility, or
13 on an out-patient basis in any such facility or by a physician to the
14 extent benefits are payable for the prescription under any other
15 plan, or by the health care facility.
16

17 The plan covers drugs written on prescriptions by physicians for
18 home health care patients, however, the plan does not pay for the
19 administration of any drug.
20

21 C. Benefits will not be payable for a device of any type.
22

23 D. Benefits will not be paid for any refill of a drug which is
24 more than the number of refills specified by the prescriber.
25 ValueRx, before filling the prescription, may require a new
26 prescription, or evidence as to need, if the prescriber has not
27 specified the number of refills or the frequency or number of
28 prescriptions or refills appears excessive under acceptable
29 medical practice standards.
30

31 **Benefits will not be paid for:**
32

33 A. Immunization agents, biological sera, blood or blood plasma,
34 excluding factors 8 and 9.
35

36 B. Drugs labeled "Caution - limited by federal law to
37 investigational use", or experimental drugs.
38

39 C. Any charge for the administration of Prescription Legend
40 Drugs or injectable drugs.
41

42 D. Medication covered by Worker's Compensation or similar
43 occupational law, any state or governmental agency, or for
44 which no charge is made to the employees.
45

- E. Any medication that the prescribing health professional is not licensed to prescribe. 1
- F. Federal Schedule 1 drugs. 2
- G. Over-the-counter medications. 3

IV. PLAN DESIGN 4

- A. This PPDP is a managed drug reimbursement system. 5
- B. ValueRx is linked with the retail pharmacy electronically to provide on-line edits for the following as a minimum: 6
- (1) On-line eligibility. 7
 - (2) Not covered items. 8
 - (3) Drug on drug reaction. 9
 - (4) Drug on sex edit. 10
 - (5) Drug on age edit. 11
 - (6) Early refill edit. 12
 - (7) Duplicate claims edit. 13
 - (8) On-line pricing. 14
- C. ValueRx provides a formulary, a list of prescription drugs preferred for each therapeutic indication, that requires 100% refund of pharmaceutical rebates to the State on a strictly voluntary basis for the member. 15
- D. ValueRx maintains an on-going physician educational program on proper drug and dosage prescribing protocol. 16
- E. ValueRx educates physicians to choose particular medications for certain diagnosis, proper dosages, select generic when available and utilize the preferred single source product as needed. 17

APPENDIX I
FLEXIBLE COMPENSATION PLAN

1
2
3
4
5 The employee's share of the cost of health, vision, and dental
6 insurance coverage is deducted from gross pay rather than take
7 home (after-tax) pay. This reduces the amount of State and Federal
8 taxes withheld. The gross pay before all the deductions is still used
9 for the computation of retirement, life insurance, and long term
10 disability benefits. The employee automatically makes the election
11 for flexible compensation by enrolling in the health, vision or dental
12 plans. The premium for Long Term Disability (LTD) is not deducted
13 before taxes because it would make the LTD benefits entirely taxable
14 instead of being partially tax free as they are now. Effective 1/1/87,
15 federal FICA taxes will also not be deducted from the amount
16 employees pay for health, vision and dental insurance.
17

APPENDIX J
Longevity Compensation Plan
Schedule of Payments

Years of Service	Equivalent Hours of Service*	Annual Payments	Longevity Overtime Rates
6	12,480		
7	14,560	\$260	.06
8	16,640		
9	18,720		
10	20,800		
11	22,880	\$300	.07
12	24,960		
13	27,040		
14	29,120		
15	31,200	\$370	.09
16	33,280		
17	35,360		
18	37,440		
19	39,520	\$480	.12
20	41,600		
21	43,680		
22	45,760		
23	47,840	\$610	.15
24	49,920		
25	52,000		
26	54,080		
27	56,160	\$790	.19
28	58,240		
29	60,320		
30 & over	62,400 & over	\$1040	.25

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

APPENDIX K
Supervisor's Report of Reasonable Suspicion

EMPLOYEE: _____ DATE: _____

LOCATION: _____ TIME: _____

OBSERVATIONS

BREATH (Odor of Alcohol Beverage): ☐ Strong ☐ Faint ☐ Moderate ☐ None
EYES: ☐ Bloodshot ☐ Glassy ☐ Normal ☐ Watery ☐ Clear
☐ Heavy Eyelids ☐ Fixed Pupils ☐ Dilated Pupils ☐ Normal
SPEECH: ☐ Confused ☐ Stuttered ☐ Thick Tongued ☐ Accent ☐ Fair
☐ Cotton Mouthed ☐ Slurred ☐ Good ☐ Not Understandable
☐ Mush Mouthed ☐ Mumbled ☐ Other
ATTITUDE: ☐ Excited ☐ Combative ☐ Hilarious ☐ Indifferent ☐ Sleepy
☐ Talkative ☐ Insulting ☐ Care-free ☐ Cocky ☐ Polite
☐ Profane ☐ Cooperative ☐ Other
UNUSUAL ☐ Hiccoughing ☐ Belching ☐ Vomiting ☐ Fighting
ACTION: ☐ Laughing ☐ Crying ☐ Other
BALANCE: ☐ Falling ☐ Needs Support ☐ Wobbling ☐ Swaying ☐ Other
WALKING: ☐ Falling ☐ Staggering ☐ Stumbling ☐ Swaying ☐ Other
TURNING: ☐ Falling ☐ Staggering ☐ Stumbling ☐ Swaying ☐ Other
☐ Hesitant

Indicate any other unusual actions, statements or observations: _____

Signs or complaints of illness or injury: _____

Safety-Sensitive Function: ☐ Yes ☐ No Describe: _____

SUPERVISOR'S OPINION

Apparent effects of alcohol / drug use: ☐ None ☐ Slight ☐ Obvious ☐ Extreme

Additional Comments: _____

SUPERVISOR: _____ WITNESSES: _____

SIGNATURE: _____

DATE: _____

TIME: _____

APPENDIX L
Article 31

PHYSICIAN STATEMENT

DATE: _____

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

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

DOES _____ DOES NOT _____ (check appropriate response)

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

Signed by Prescribing Physician _____

Physician's Name Printed or Typed _____

1 **Letter of Understanding**
2 **Article 6**

3
4 During negotiations the parties acknowledged that federal and
5 constitutional law requirements regarding union security provisions
6 are unsettled.

7 The parties understand and agree that the provisions set forth in
8 Article 6 shall only be applied in accordance with current law.
9

10
11 **Letter of Understanding**
12 **Article 8 - Grievance Procedure**

13
14 During negotiations in 1995 the parties discussed concerns
15 regarding the effectiveness of the grievance procedure including the
16 issuance of timely and responsive grievance answers. The parties
17 agree that every effort should be made to settle grievances at the
18 lowest possible step by an open and thorough review of all factors
19 pertinent to the grievance.

20 In order to enhance the effectiveness of the grievance procedure
21 the parties agree to jointly develop a training program, within 90
22 calendar days of Civil Service approval of this Agreement, for
23 stewards and management respondents at Steps One and Two of the
24 grievance procedure. This program will be developed on a pilot basis
25 and implemented in one department, jointly selected by the parties,
26 during fiscal year 1995-96. The parties will seek any necessary
27 funding through the Department of Civil Service, Personnel
28 Development Division.
29

30
31 **Letter of Understanding**
32 **Article 12**

33
34 The parties agree to incorporate this Letter of Understanding to
35 express their intentions relative to the application of Article 12.

36
37 1. Arbitration Award No. 54 39 1275 84 does not express the intent
38 of the parties and employees are not prohibited from bumping into
39 vacancies in accordance with Article 12 in the face of Recall Lists.

40
41 2. In those departments where the parties agree in secondary
42 negotiations to layoff units larger than a county, provisions of Article
43 12, Section F, relating to reassignments to adjust the work force after
44 a layoff shall be a proper subject for secondary negotiations.

Letter of Understanding

Article 12

During negotiations in 1991 the parties discussed provisions of Article 12, Section C relating to out-of-line seniority layoff and recall to maintain an affirmative action program approved by MEEBOC or its successor. The parties understand and agree that such provisions shall be applied in accordance with current law.

Letter of Understanding

Article 14, Section E - Meal Periods

During negotiations in 1995, the parties discussed concerns raised by the MSEA regarding Article 14, Section E, Meal Periods, as it applies to the Department of Corrections and Department of Community Health Huron Valley Center employees. It is not the Employer's intent to reduce the employee's meal period. Management agrees to take into account unforeseen delays at security checkpoints in determining the amount of time necessary to provide an adequate meal break. Application of this letter shall be a proper subject for secondary negotiations.

Letter of Understanding

Article 22 - Health and Safety

The Employer and MSEA agree to reopen this Article for negotiation if MIOSHA and the Division of Occupational Health are eliminated or significantly reduced by legislative action.

Letter of Understanding

Article 22, Section I - Contagious Diseases

During the 1995 negotiations, the parties discussed their concerns regarding bargaining unit members performing re-construction work in existing laboratories of the Department of Community Health where they may be exposed to unknown contaminants. Therefore, prior to re-construction work in existing laboratories being performed by bargaining unit members, the MSEA will be notified by the Department of Community Health.

1 **Letter of Understanding**
2 **Article 35, Section K**
3

4 In the event the accounting procedures utilized to process
5 employee reimbursement of jury duty pay when the employee elects
6 to receive administrative leave in lieu of jury duty pay are amended
7 for non-exclusively represented employees, the parties agree to meet
8 to review such changes and may, by mutual agreement of the parties,
9 amend these procedures.

10
11
12 **Letter of Understanding**
13 **Article 40**
14

15 MSEA and OSE agree to investigate the feasibility of developing
16 a program that will allow employees, upon retirement, to convert a
17 portion of unused sick leave into an actuarial sound fund. The
18 earned interest from said fund to be used to pay the employees share
19 of all health care premium costs, including dependent coverage.

20
21
22 **Letter of Understanding**
23 **Article 43, Section N - Personal Leave Day**
24

25 During negotiations in 1989 the parties discussed the MSEA's
26 concerns regarding the granting of requested personal leave days.
27 The parties agree to the following expedited procedure for handling
28 denials of requested personal leave days.

29 When an employee has submitted a written request to utilize a
30 personal leave day at least ninety-six hours prior to the beginning of
31 the pay period and when such request has been denied, the
32 employee may present a grievance to the step one representative
33 with a request to expedite the grievance. If not expedited to the
34 satisfaction of the MSEA, the MSEA may verbally contact the step
35 two representative, explain the situation, and request an expedited
36 answer. If not expedited to the satisfaction of the MSEA, the MSEA
37 may contact the step three representative, explain the situation, and
38 request an expedited answer.

39 At each step, every effort will be made to answer the grievance
40 prior to the date the personal leave is to be taken.

Letter of Understanding
Article 43

The parties agree that in the event a national health plan is implemented during the term of this Agreement which impacts on the ability of the state to pay or employees to receive the incentive payments outlined in Article 43, Section A-1, the parties will reopen the Agreement for negotiations on the impact of that plan.

Letter of Understanding
Article 43

The parties agree to review in the Joint Health Care Committee the Blue Cross/Blue Shield AIDS rider which was discussed during negotiations. Upon mutual agreement it will be offered to employees with the cost of the rider to be paid by the employee.

Letter of Understanding
Article 49

During negotiations in 1988 the parties discussed the MSEA's concern regarding Permanent-Intermittent employees being worked full-time for extended periods. The parties agree that the issue of converting such employees to permanent full-time is a proper subject for secondary negotiations in accordance with Article 49, Paragraph 4.

Letter of Understanding
Article 49 - Permanent-Intermittent and Part-Time Employees

During negotiations in 1991, the parties discussed concerns raised by the MSEA regarding part-time employees. The parties agree that such matters are a proper subject for labor/management meetings where a good faith effort will be made to discuss and resolve problems of mutual concern. In the event the MSEA continues to have unresolved concerns about these issues they may be included as a proper subject of a labor/management council meeting.

1 **Letter of Understanding**
2 **Sub-Class Codes**
3

4 During negotiations in 1995, the parties discussed the potential
5 impact of the expansion of sub-class codes as it relates to layoff and
6 recall, transfer, and all other applicable articles and secondary
7 agreements.

8 Since the changes in this area are not completely known, the
9 parties agree to re-open negotiations solely to address this issue
10 upon the written request of either party.

11 The parties further recognize and agree that the application of
12 sub-class codes, as referenced above, is a mandatory subject of
13 bargaining, and as such, agree to submit unresolved issues to the
14 Impasse Panel.

15
16
17 **Letter of Understanding**
18 **Implementation of the Family and Medical Leave Act**
19

20 Except as otherwise provided by specific further agreement between
21 the undersigned exclusive representative and the Office of the State
22 Employer, the following provisions reflect the parties' agreement on
23 implementation of the rights and obligations of employees and the
24 Employer under the terms of the Family and Medical Leave Act
25 ("FMLA" or "Act") as may be amended and its implementing
26 Regulations as may be amended which took effect on April 6, 1995,
27 for the Labor & Trades Bargaining Unit.

28
29 When an employee takes leave which meets the criteria of FMLA
30 leave, the employee may request to designate the leave as FMLA
31 leave or the Employer may designate such leave as FMLA leave.
32 This applies when the employee requests an unpaid leave or is using
33 applicable leave credits.

- 34
35 1. Employee Rights. Rights provided to employees under the
36 terms of the collective bargaining agreement are not intended
37 to be diminished by this Letter of Understanding.
38 Contractually guaranteed leaves of absence shall not be
39 reduced by virtue of implementation of the provisions of the
40 Act.
41 2. Employer Rights. The rights vested in the Employer under the
42 Act must be exercised in accordance with the Act unless
43 modified by the provisions of the applicable collective
44 bargaining agreement.
45

3. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of twelve (12) work weeks of FMLA leave during the twelve (12) month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve (12) month period begins the first time leave is taken after completion of any twelve (12) month period.
4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve (12) work weeks during a twelve (12) month period for one or more of the following reasons:
- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter (parental leave);
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care (parental leave);
 - c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act (family care leave);
 - d. Because of a serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee (medical leave).
5. Information to the Employer. In accordance with the Act, the employee, or the employee's spokesperson if the employee is unable to do so personally, shall provide information for qualifying purposes to the Employer.
6. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U.S. Department of Labor has issued its final regulations implementing the Act effective April 6, 1995. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the MSEA and opportunity for the MSEA to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law.

1 7. Complaints. Employee complaints alleging that the Employer
2 has violated rights conferred upon the employee by the FMLA
3 may be taken to the Appointing Authority, its designated
4 representative or to the U.S. Department of Labor. However,
5 complaints involving the application or interpretation of the
6 FMLA or its Regulations shall not be grievable under the
7 collective bargaining agreement.
8

9 8. Eligible Employee. For purposes of FMLA family care leave,
10 eligible employees are those employees who have been
11 employed by the Employer for at least twelve (12) months and
12 have worked at least 1,250 hours in the previous twelve (12)
13 months. An employee's eligibility for contractual leaves of
14 absence remain unaffected by this Letter of Understanding,
15 however, such leaves will count towards the employee's
16 FMLA leave entitlement after the employee has been
17 employed by the Employer for at least twelve (12) months and
18 has worked 1,250 hours during the previous twelve (12)
19 month period. Where the term "employee" is used in this
20 Letter of Understanding, it means, "eligible employee". For
21 purposes of FMLA leave eligibility "employed by the
22 Employer" means "employed by the State of Michigan."
23

24 9. Twelve Work Weeks During a Twelve Month Period. An
25 eligible employee is entitled under the Act to a combined total
26 of twelve (12) work weeks of FMLA leave during a twelve (12)
27 month period.
28

29 10. General Provisions.
30

31 a. Time off from work for a qualifying purpose under the
32 Act ("FMLA leave") will count towards the employee's
33 unpaid leave of absence guarantees as provided in the
34 collective bargaining agreement. Time off for family
35 care leave will be as provided under the Act.
36

37 b. Employees may request and shall be allowed to use
38 accrued annual or personal leave to substitute for any
39 unpaid FMLA leave.
40

41 c. The Employer may designate a Leave of Absence
42 under Plan C of the Voluntary Work Schedule
43 Adjustment Program ("VWSAP") as an FMLA leave if
44 the employee provides information to the Employer
45 that the leave is for a qualifying purpose under the Act,

prior to the end of the leave. A Plan A reduced work schedule under the VWSAP may be designated by the Employer as an FMLA leave, if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act.

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

e. The Employer may temporarily reassign an employee to an alternative position in accordance with the collective bargaining agreement when it is necessary to accommodate an intermittent leave or reduced work schedule in accordance with the Act. Upon completion of an FMLA leave, employees shall be returned to their original positions in accordance with the Act.

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

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

11. Insurance Continuation. Health Plan benefits will continue in accordance with the Act. However, contractual Health Plan benefits are not intended to be diminished by this provision.

12. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave during a twelve (12) month period, granted pursuant to the collective bargaining agreement, may count towards an eligible employee's FMLA leave entitlement.

13. Annual Leave. When an employee elects to use annual or personal leave, and it is determined, based on information provided to the Employer by that employee or that employee's spokesperson if the employee is unable to do so personally (in accordance with the Act), that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's

1. twelve (12) work week FMLA leave entitlement if the time is
2 either:
3
4 a. To substitute for an unpaid intermittent or reduced
5 work schedule; or
6
7 b. When the absence from work is intended to be for five
8 (5) or more work days.
9
- 10 14. Sick Leave. An employee may elect or the Employer may
11 require the employee to use sick leave to substitute for unpaid
12 leave taken for a qualifying purpose under the Act.
13 Contractual requirements that an employee exhaust sick leave
14 before a personal medical leave commences shall continue.
15
16 In addition, an employee will be required to exhaust sick leave
17 credits down to eighty (80) hours before a FMLA family care
18 leave commences. If it is determined, based on information
19 provided to the Employer by that employee or that employee's
20 spokesperson if the employee is unable to do so personally (in
21 accordance with the Act), that the time is for a qualifying
22 purpose under the Act, the Employer may designate the time
23 as FMLA leave and it will be counted against the employee's
24 twelve (12) work week FMLA leave entitlement if the time is
25 either:
26
27 a. To substitute for an unpaid intermittent or reduced
28 work schedule; or
29
30 b. When the absence from work is intended to be for five
31 or more work days.
32
33 Annual leave or personal leave used in lieu of sick leave may
34 be likewise counted.
35
- 36 15. Parental Leave. Except as specifically provided herein,
37 contractual parental leave guarantees are unaffected by
38 implementation of FMLA. An employee's entitlement to
39 parental leave will expire and must conclude within twelve (12)
40 months after the birth, adoption, or foster care placement of a
41 child. However, in accordance with the Act, an eligible
42 employee is only entitled to up to a total of twelve (12) work
43 weeks of leave for foster care placement of a child. Up to
44 twelve (12) work weeks of leave will be counted towards the
45 FMLA leave entitlement. An employee may elect to substitute
46 annual or personal leave for any portion of the unpaid parental

leave. Intermittent or reduced work schedules may only be taken with the Employer's approval.

16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a light duty assignment in lieu of continuing on FMLA leave, the employee's right to restoration to the same or an equivalent position, is available until twelve (12) weeks have passed within the twelve (12) month period including all FMLA leave taken and the period of light duty.

**Letter of Understanding
State Worker 4**

Within 30 calendar days of the ratification of this Agreement, the parties will meet to review the duties and responsibilities performed by employees classified as State Worker 4. The parties agree to recommend the assignment of those positions performing bargaining unit work to the bargaining unit.

**Letter of Understanding
Compensation for State Worker 4**

Effective October 1, 1996 the pay rates for employees classified as State Worker 4 will be:

\$4.50
\$4.75
\$5.00
\$5.25
\$5.50
\$5.75
\$6.00
\$6.25
\$6.50
\$6.75

Employees in the MSEA bargaining unit classified as State Worker 4 will be paid at one of the above rates as determined by the Departmental Employer. These rates are not to be considered as steps in a pay range, and State Workers do not advance through a pay range based on hours of service. Any negotiated across the board pay increase will not be applied to these pay rates unless mutually agreed otherwise.

coverage rather than the Standard State Dental Plan; and (3) Employees will have a new option available under life insurance coverage (one times salary or \$50,000 rather than two times salary). Premium splits in effect during FY1992-93 will continue during FY1993-94, FY1994-95 and FY1995-96.

The parties discussed the manner in which employees will make individual benefit selections under the Cafeteria Benefits Plan and Enrollment Form to communicate: The benefit credits given to each employee; any current individualized enrollment information on file with the Employer; and the benefit selections available including costs or price tags. Changes in benefit selections made by employees may be made each year during the annual enrollment process or when there is a change in family status as defined by the IRS.

During FY94, financial incentives to be paid are: \$125 to employees selecting HMO coverage; \$1300 to employees selecting Catastrophic Health Plan coverage; and \$100 to employees selecting the Preventive Dental Plan. Incentives are paid each year and are the same regardless of an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FY94 will receive \$1300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan. Incentives to be paid will be determined in conjunction with the annual rate setting process administered by the Department of Civil Service and the State Personnel Director. The amount of the incentive to be paid to employees selecting the lower-level of life insurance coverage is based on an individual's annual salary and the rate per \$1000 of coverage, and therefore may differ from employee to employee.

Financial incentives paid under the Cafeteria Benefits Plan to employees electing HMO, Catastrophic Health or Preventive Dental Plan coverage will be paid biweekly. As discussed by the parties, incentives can be taken in "cash" on an after-tax basis or directed on a pre-tax basis into the Flexible Spending Accounts or Deferred Compensation Plans. Similarly, any additional amounts received as the result of selecting less expensive life insurance coverage will be paid biweekly.

The parties agree to meet as soon as possible following Civil Service Commission approval for the purpose of discussing disseminating information about the Cafeteria Benefits Plan.

Letter of Understanding
Incentive Payments for Cafeteria Benefits Plan

4 The parties have agreed on the implementation of a Cafeteria
5 Benefits Plan which include financial incentive payments of \$125 to
6 employees selecting HMO coverage; \$1300 payments to employees
7 selecting Catastrophic Health Plan coverage; and \$100 payments to
8 employees selecting the Preventive Dental Plan. While the
9 Agreement provides for the payments of these amounts pro-rated on
10 a biweekly basis, the parties have discussed the payment of the \$125
11 and \$100 incentive payments in one lump sum. The parties agree
12 that these two incentive payments will be paid in a lump sum if such
13 an approach is applied uniformly to all eligible State employees. If
14 such an approach is implemented, employees who receive the
15 payment and later leave State service for any reason, or who move
16 out of the plan for which the incentive payment was made, will be
17 required to pay back a pro-rated portion of that payment which is the
18 number of pay periods remaining in the fiscal year divided by twenty-
19 six then multiplied by the amount of the payment. As an example, an
20 employee who receives a \$100 incentive payment but retires after
21 completing thirteen pay periods of the fiscal year would have \$50
22 deducted from the last pay check received. Such a pro-rated
23 approach would also apply to employees entering State service after
24 the start of the fiscal year and employees going on seasonal layoff.

•

Letter of Understanding

MICHIGAN STATE EMPLOYEES ASSOCIATION

**Continuation of IRS-Approved 401(k)
Employer-Match Option**

The parties mutually agree to continue the current IRS-determined qualified 401(k) employer match plan ("the plan") which allows employees to voluntarily elect to accept their lump sum direct cash payment, outlined in the parties' current collective bargaining agreement, as an 'employer match' on a dollar-for-dollar basis.

Furthermore, to the extent the plan continues to be a qualified plan as determined by the IRS, the Employer agrees to contribute fifty percent (50%) of the dollar amount the state would have been required to pay into the state retirement and FICA accounts, had the employee elected to accept the lump sum amount provided in the parties' current collective bargaining agreement as a direct cash payment.

For MSEA:

John Denniston
July 13, 1995

For the Employer:

Janine M. Winters
July 13, 1995

Eileen E. Kleuckling
July 13, 1995

1 **Letter of Understanding**

2
3 **Voluntary Work Schedule Adjustment Program**
4 **Michigan State Employees Association**
5

6 Participation shall be on an individual and completely voluntary
7 basis. An employee may volunteer to participate in the Program by
8 submitting a completed standard Voluntary Work Schedule
9 Adjustment Agreement form to his or her supervisor, a facsimile of
10 which is attached and incorporated as part of this Agreement.
11 Employees continue to have the right, by not submitting a standard
12 agreement form, to not participate in any of the Program's two Plans.
13

14 Discretion to approve or disapprove an employee's request to
15 participate in Plan A and/or Plan C is reserved to the supervisor and
16 Appointing Authority. In all other cases, once approved, the
17 individual agreement may be terminated by the Appointing Authority
18 or the employee upon giving ten (10) working days written notice to
19 the other (or less, upon agreement of the employee and the
20 Appointing Authority). Termination shall be at the end of the pay
21 period. Termination of the agreement by the Appointing Authority
22 shall not be grievable.
23

24 **Plan A. Bi-Weekly Scheduled Hours Reduction.**

25
26 **A.1. Eligibility.**
27

28 Only full-time employees who have satisfactorily completed
29 their initial probationary period in the state classified service shall be
30 eligible to participate in Plan A.
31

32 **A.2. Definition.**
33

34 With the approval of the supervisor and the Appointing
35 Authority, an eligible employee may elect to reduce the number of
36 hours for which the employee is scheduled to work by one (1) to
37 sixteen (16) hours per pay period. The number of hours by which the
38 work schedule is reduced shall remain constant for the duration of the
39 Agreement. The employee may enroll for a minimum of one (1) pay
40 period, but not to extent beyond September 30, 2000. The standard
41 hours per pay period for the employee to receive the benefits of
42 paragraphs A.3 and A.4 below shall be adjusted downward from
43 eighty (80) by the number of hours by which the work schedule is
44 reduced, but not to an amount less than sixty-four (64.0) hours. Time
45 off on Plan A will be counted against an employee's twelve work

week entitlement under the Federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

A.3. Insurances.

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

A.4. Leave Accruals and Service Credit.

Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the Agreement. State service credit shall remain at eighty (80) hours per pay period for purposes of longevity compensation, pay step increases, employment preference, holiday pay, and hours until rating. Employees shall incur no break in service due to participating in Plan A.

Plan C. Leave of Absence.

C.1. Eligibility.

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

C.2. Definition.

With the approval of the supervisor and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months, not to extend beyond September 30, 2000. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will count against an employee's twelve work week leave entitlement under the Federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

1 **C.3. Insurances.**

2
3 All state-sponsored group insurance programs with the
4 exception of long term disability (LTD) insurance, in which the
5 employee is enrolled shall be continued without change in coverage,
6 benefits, or premiums for the duration of the leave of absence, by the
7 employee pre-paying the employee's share of the premiums for the
8 entire period of the leave of absence. LTD coverage will not continue
9 during the leave of absence, but will be automatically reinstated
10 immediately upon termination of the leave of absence. If an
11 employee is enrolled in the LTD insurance program at the time the
12 leave of absence is initiated and becomes eligible for disability
13 benefits under LTD during the leave of absence, and is unable to
14 report to work on the agreed-upon termination date for the leave of
15 absence, the return-to-work date shall become the date established
16 for the disability, with the commencement of sick leave and LTD
17 benefits when the sick leave or waiting period is exhausted,
18 whichever occurs later.
19

20 **C.4. Leave Accruals.**

21
22 Accumulated annual leave, personal leave, and sick leave
23 balances will automatically be frozen for the duration of the leave of
24 absence. The employee will not accrue leave credits during the leave
25 of absence.
26

27 **C.5. Service Credit.**

28
29 An employee shall incur no break in service due to
30 participating in Plan C. However, no state service credit will be
31 granted for any purpose.
32

33
34 FOR THE UNION

FOR THE EMPLOYER

35
36
37 John Denniston
38 MSEA President

Janine M. Winters
Director
Office of the State Employer

40
41
42 Christine Cygan
43 Chief Negotiator
44
45

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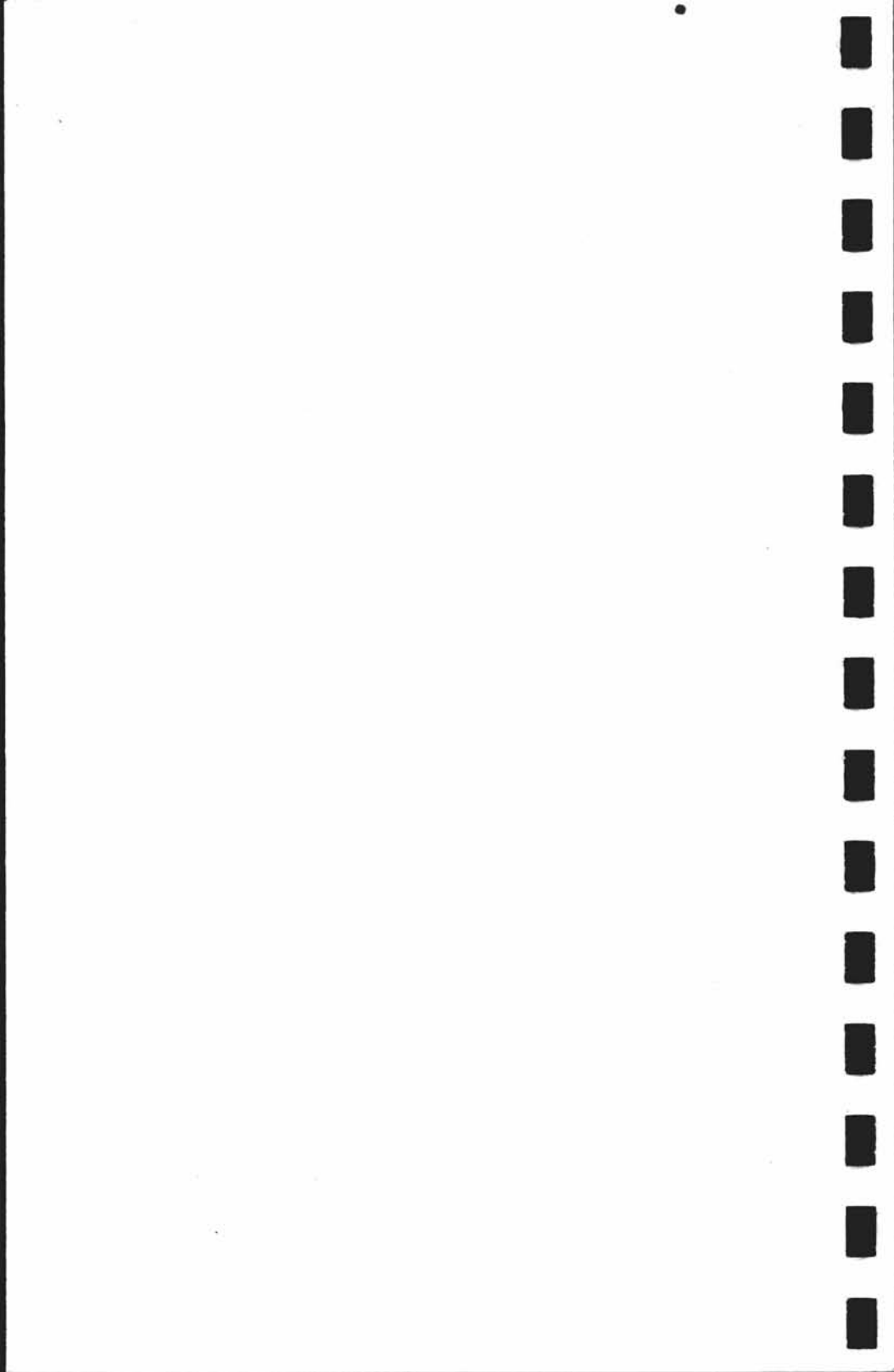
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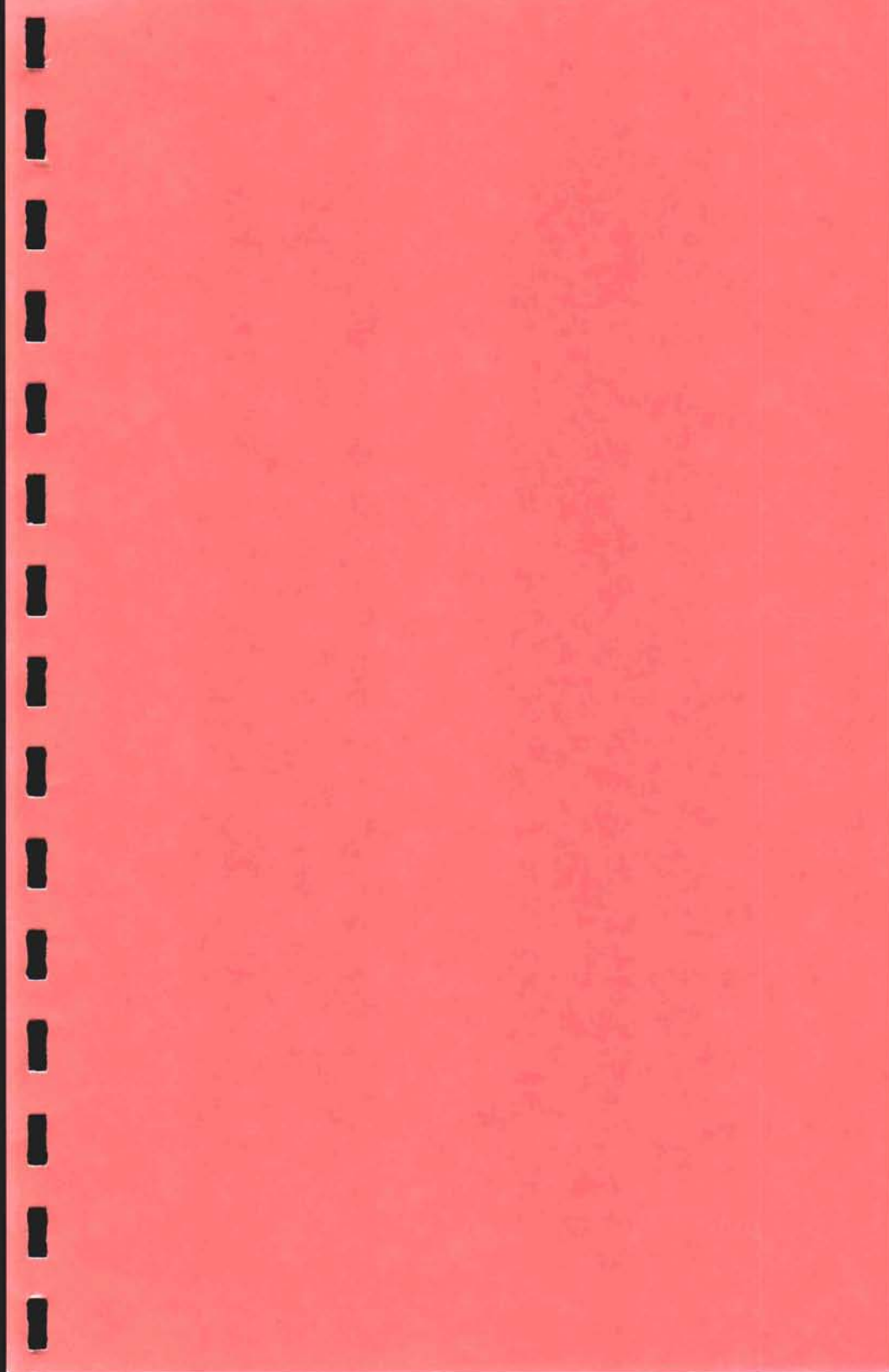
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