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12/31/2001

AGREEMENT

BETWEEN THE
STATE OF MICHIGAN
AND THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN
FOR THE
SAFETY AND REGULATORY UNIT

Michigan State U

JANUARY 20, 2000 - DECEMBER 31, 2001

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



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Article 1

ARTICLE 1
PREAMBLE AND PURPOSE

A. This Agreement is made and entered into this January 20th, 2000, 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 Office of the State Employer, and the Police Officers Association of Michigan (hereinafter referred to as "POAM"), as exclusive representative of employees employed by the State of Michigan as specifically set forth in Article 2, shall be effective when it has been ratified by the Employer, POAM and approved by the Civil Service Commission.

All non-economic provisions contained in this Agreement will be effective according to their terms upon approval. 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.

B. 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 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.

The parties specifically agree that the Appendices attached hereto are incorporated for reference only, and are not negotiated provisions of this Agreement.

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

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

E. Economic benefits which were in effect on the effective date of this Agreement, and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life

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Article 1

of this Agreement unless altered by mutual consent of the Employer and the POAM, and approved by the Civil Service Commission.

ARTICLE 2
RECOGNITION

Section A. Representation Unit.

The Employer recognizes POAM as the exclusive representative and sole bargaining agent for the Bargaining Unit of employees represented by the following certification of the State Personnel Director:

Safety & Regulatory Unit - certified October 18, 1998.

The employees covered by this Agreement shall be those in the classifications listed below and such other classifications as may be assigned to the Unit under Civil Service Rules and Regulations and/or in accordance with the provisions of this Agreement.

<u>Class.</u>	<u>Code</u>	<u>Classification</u>	<u>Code</u>
	2060101	Attorney General Investigator 9	2
	2060102	Attorney General Investigator 10	2
	2060103	Attorney General Investigator E11	2
	4041304	Auto Regulation Investigator 10	2
	4041305	Auto Regulation Investigator E11	2
	4041306	Auto Regulation Investigator 12	2
	4000101	Beach Guard E6	1
	4040204	Boiler Inspector E11	2
	4040205	Boiler Inspector 12	2
	4000201	Bridge Safety Officer 6	1
	4000202	Bridge Safety Officer E7	1
	4020103	Bridge Safety Officer 8	1
	4040304	Building Code Inspector E11	2
	7067204	Child Support Specialist 9	2
	7067205	Child Support Specialist 10	2
	7067206	Child Support Specialist P11	2
	7078807	Child Support Specialist 12	3
	2000701	**Conservation Officer (RCRT) 10	
	2000201	**Conservation Officer 10	
	2000202	**Conservation Officer E11	
	2040103	**Conservation Officer 12	

Article 2

2040104	**Conservation Officer 13		1
4040404	Construction Safety Inspector E11	2	2
4040405	Construction Safety Inspector 12	3	3
4040406	Construction Safety Inspector 13	3	4
4020204	Corrections Investigator 10	2	5
4020205	Corrections Investigator E11	2	6
4020206	Corrections Investigator 12	2	7
4041204	Electrical Inspector E11	2	8
4040604	Elevator Inspector E11	2	9
4031103	Emissions Testing Station Inspector 9	2	10
4031104	Emissions Testing Station Inspector E10	2	11
4000301	Fire and Safety Officer 6	1	12
4000302	Fire and Safety Officer E7	1	13
4020603	*Fire and Safety Officer 8	1	14
4091402	Fire/Crash Rescue Officer 8		15
4091403	Fire/Crash Rescue Officer E9		16
4091404	Fire/Crash Rescue Officer 10		17
4031303	Fire Safety Inspector 9	1	18
4040804	Fire Safety Inspector E10	1	19
4040805	Fire Safety Inspector 11	1	20
4091002	Forest Fire Officer 7	1	21
4020803	Forest Fire Officer 8	1	22
4020804	Forest Fire Officer E9	1	23
4020805	Forest Fire Officer 10	1	24
4000401	Fruits/Vegetable Inspector 6-Seasonal	2	25
4010802	Fruits/Vegetable Inspector 8	2	26
4030403	Fruits/Vegetables Inspector 9	2	27
4030404	Fruits/Vegetables Inspector E10	2	28
4031403	Hazardous Materials Storage Inspector 9	2	29
4041404	Hazardous Materials Storage Inspector E10	2	30
4041405	Hazardous Materials Storage Inspector 11	2	31
4041406	Hazardous Materials Storage Inspector 12	2	32
4040904	Mechanical Code Inspector E11	2	33
4060705	Motor Carrier Investigator 11	1	34
4091203	Motor Carrier Officer (RCRT) 9	1	35
4090303	Motor Carrier Officer 9	1	36
4090304	Motor Carrier Officer E10	1	37
4030703	Occupational Safety Inspector 10	2	38
4030704	Occupational Safety Inspector E11	2	39
4041505	Occupational Safety Inspector 12	3	40
1996907	Park Manager 07	1	41
4000901	*Park & Recreation Ranger 6	1	42
4000902	*Park & Recreation Ranger 7	1	43

Article 2

1	4021703	*Park & Recreation Ranger E8	1
2	4021704	*Park & Recreation Ranger 9	1
3	4000601	Parking Officer 6	1
4	4000602	Parking Officer E7	1
5	4000603	Parking Officer 8	1
6	4000702	Plant/Apiary Aide E7	2
7	4041004	Plumbing Inspector E11	2
8	4031003	Railroad Safety Inspector 10	2
9	4031004	Railroad Safety Inspector E11	2
10	8051704	Regulation Agent 9	2
11	8051705	Regulation Agent 10	2
12	8051706	Regulation Agent P11	2
13	8061707	Regulation Agent 12	2
14	4041104	Ski Lift/Carnival Ride Inspector E11	2
15	4091302	State Props Security Officer (Rcrt) 7	1
16	4090202	State Props Security Officer 7	1
17	4090203	State Props Security Officer E8	1
18	4030804	Vehicle Inspector IV	1
19	4030903	Weights/Measures Inspector 9	2
20	4030904	Weights/Measures Inspector E10	2

21
22 *Some employees in these classes may be included and others excluded (and assigned
23 a different, excluded class code) depending on specific duties of the position.

24
25 **Employees in these classes are law enforcement.

26
27 Eligibility for overtime compensation for employees in the classifications listed shall
28 be in accordance with the code indicated above which is defined in Article 15, Section
29 B.

30
31 Employees working in managerial, confidential, or supervisory positions, or any
32 positions excluded by the Civil Service Rules and Regulations, shall not be covered by
33 the terms and conditions of this Agreement.

34
35 **Section B. New Classifications.**

36 1. The parties will review all abolishment of existing Unit classifications as well as all
37 new classifications consisting of a significant part of the duties of existing Unit
38 classifications.

39
40 2. When the Employer recommends creation of a new classification, the Employer
41 shall give timely notice to POAM describing the class created, the number of
42 positions, proposed salary range and the Bargaining Unit into which the Employer
43 believes the new class should be placed.

Article 2

- 3. The POAM shall receive concurrent copies of recommendations or requests to abolish, modify or create Bargaining Unit classifications sent to Civil Service by departments or the Office of the State Employer. All copies of recommendations by POAM 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 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 State Personnel Director or the Civil Service Commission.
- 5. Representation Unit positions shall not be reclassified, reallocated or retitled by or at the request of the Employer for the sole purpose of removing same from the Unit without prior agreement between the parties. This provision shall not be construed to prohibit the Employer from reallocating positions that have been downgraded for training because of the unavailability of an Employment List. Classified employees in classes and positions assigned to the Unit in accordance with this Section shall be subject to the provisions of this Agreement.

Section C. Appointment Duration.

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

Section D.

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

**ARTICLE 3
ASSOCIATION RIGHTS**

Section A. Aid to Other Organizations.

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

Article 3

1 Nothing contained herein shall be construed to prevent any representative of the
2 Employer from meeting with any professional or citizen organization for the purpose of
3 hearing its views, provided that as to matters which are mandatory subjects of
4 negotiation, any changes or modifications in conditions of employment shall be made
5 only through negotiations with POAM.
6

7 Nothing contained herein shall be construed to prevent any individual employee
8 from (1) discussing any matter with the Employer and/or supervisors, or (2) processing
9 a grievance in his/her own behalf in accordance with the grievance procedure provided
10 herein.
11

12 POAM agrees not to use any service or privilege provided in this Article for
13 purposes of organization or political activity in violation of this Agreement, Civil Service
14 Rules and Regulations, or applicable State Law. Violation of this provision shall
15 constitute the basis of revoking such services or privileges.
16

17 **Section B. Information Provided to POAM.**

18 1. The Employer agrees to furnish to POAM a biweekly report listing employees in the
19 Unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit,
20 transferred between Agencies and/or Departments, promoted, reclassified,
21 downgraded, placed on leaves of absence(s) of any type including disability, placed on
22 layoff, recalled from layoff, separated (including retirement), who have been added to or
23 deleted from the Unit covered by this Agreement, or who have made any changes in
24 Employee Organization deductions. This report will be furnished upon request at actual
25 cost to POAM, and shall include the employee's name, social security number,
26 appointment type, position number, class/level, transaction code and effective date,
27 county, city, former class and former or new Department/Agency.
28

29 2. The Employer will provide at actual cost to POAM a monthly computer report, listing
30 by Department/Agency and work site containing the following information for each
31 employee in the Bargaining Unit: the employee's name, social security number, street
32 address, city, state, zip code, class title and code, sex, race, birth date, hire date,
33 department, agency, mail code, TKU, employment organization deduction code,
34 appointment code, county code, and hourly rate. This listing shall be based on the
35 active employee records during the first full pay period of the calendar month. The
36 parties agree that this provision is subject to any prohibition imposed upon the Employer
37 by courts of competent jurisdiction.
38

39 3. Membership dues and Agency Shop deductions for each biweekly pay period shall
40 be remitted to the designated Executive Officer of POAM, with an alphabetical list of
41 names, by Department and Agency, of all enrollments, cancellations with departure
42 coding, when available, deduction changes, additional deductions, name and/or social
43 security number change, no later than ten (10) calendar days after the close of the pay

Article 3

period of deduction. The Employer shall provide to POAM 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 Reports listed in Subsections 1, 2, and 3 above shall be provided in hard copy form, or by electronic data transfer acceptable to POAM.

Section C. Bulletin Boards.

The Employer agrees to furnish space for POAM bulletin boards at reasonable locations mutually agreed upon in secondary negotiations for use by POAM to enable employees of the Unit to see materials posted thereon by the POAM. Locations will normally be at or near an area where employees in the Unit have reasonable access or congregate. The normal size of new bulletin boards will not exceed eight (8) square feet.

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

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

POAM recreational and/or social affairs; appointments; POAM election information; meetings; rulings or policies of POAM; and/or any other material authorized by the Employer and POAM.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Employer or POAM shall be posted. The bulletin boards shall be maintained by POAM and shall be for the sole and exclusive use of POAM. The Departmental Personnel Director shall be provided a concurrent copy of any materials posted. The Employer may remove posted material which violates the provisions of this Section and shall provide prompt notice of any removal to POAM.

Section D. Mail Service.

POAM 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.

Article 3

1 Use of the mail system shall not include any U.S. mails or other commercial or
2 statewide delivery services used by the State that are not a part of the internal mailing
3 systems.
4

5 The use of the mail shall be restricted to only that mail necessary to conduct
6 business with or communicate with State offices regarding Union activities. Those
7 items which originate from or are solely intended to inform or conduct Union business
8 shall be prohibited.
9

10 Mail must originate from -
11 1. Employee to employee;
12 2. Steward to employee;
13 3. Employee to Steward;
14 4. Employee or Steward to Department or Agency personnel.
15

16 The Union shall be prohibited from processing Union originated mailings through
17 the State mail system. No partisan political literature nor material ridiculing individuals
18 by name or obvious direct reference nor defamatory or detrimental to Employer or
19 POAM shall be distributed through the mail system.
20

21 The Employer shall be held harmless for delivery and security of such mail,
22 including mail directed to Union members from outside the Agency. However, the
23 Employer shall not intentionally open, alter, intercept, delay, or in any manner, tamper
24 with articles so mailed, if marked "POAM Confidential" or "Confidential".
25

26 **Section E. POAM Information Packet.**

27 The Employer agrees to furnish to new Bargaining Unit employees a packet of
28 informational materials supplied by POAM. The Employer retains the right to review the
29 material supplied and to refuse to distribute any partisan political literature or material
30 ridiculing individuals by name or obvious direct reference or materials defamatory or
31 detrimental to the Employer.
32

33 **Section F. POAM Meetings On State Premises.**

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

Article 3

Section G. Telephone Directory.

The Employer agrees to publish free of charge the telephone numbers and business address of the POAM Office in the State of Michigan telephone directory and any Departmental telephone directory.

Section H. Office Space.

The Employer agrees that, subject to its availability, office space in institutional settings is an appropriate subject for Local Labor-Management Meetings.

Such premises shall be for the sole and exclusive use of POAM, and shall be provided to POAM, 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. POAM will maintain such space in appropriate condition and in accordance with its lease or other requirements of the Employer.

No partisan political activity shall be conducted in such facilities, and no partisan political literature or material ridiculing individuals by name or obvious direct references or defamatory or detrimental to the Employer, shall be prepared in or distributed from such facilities.

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

Section I. Access to Premises by POAM Staff.

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

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

Article 3

1 The Employer may designate a private meeting place or may provide a
2 representative to accompany the POAM Officer or Representative where operational or
3 security considerations do not permit unaccompanied POAM access. The Employer
4 Representative shall not interfere with or participate in these visitation rights. The
5 Employer reserves the right to limit the number of representatives permitted on the
6 premises at any one time in accordance with operational and security needs and to
7 suspend such access rights during emergencies, or in the case of abuse.
8

9 **Section J. POAM Presentation.**

10 During a planned orientation of a new Unit employee(s), POAM shall be given a
11 opportunity to introduce one local Representative or one POAM Designated
12 Representative to speak briefly to describe POAM, its rights and obligations as an
13 exclusive representative. At least one (1) Employer Representative may attend said
14 presentation as an observer, but shall not participate in and/or interfere with the
15 presentation. No partisan political material, nor materials ridiculing individuals by name
16 or obvious direct reference or defamatory or detrimental to the Employer shall be
17 contained in such presentation. Violation of this prohibition shall be cause for
18 suspension and/or revocation of this right by the Employer.
19

20 Where the Local Representative is making the presentation, such Local
21 Representative shall be a designated POAM Representative at the work location
22 premises at which the presentation is made. If the orientation is conducted off the work
23 premises, the Local Representative shall have an opportunity to participate in
24 accordance with this Section.
25

26 Scheduling of presentations by the Employer may, when necessary, be done before
27 or after regular work hours with the understanding that attendance will be encouraged.
28

29 The Employer will notify POAM whenever a new employee is to be added to the
30 Unit. Such notification shall be submitted to the POAM Central Office within thirty (30)
31 calendar days from date of hire. The scheduling and handling of presentations under
32 this Section may be discussed in secondary negotiations.
33

34 **Section K. Picketing.**

35 The parties recognize that POAM may engage in peaceful, informational picketing
36 in accordance with law, Civil Service Rules and Regulations and this Agreement. The
37 following guidelines and provisions, although not necessarily exclusive, are agreed to by
38 the parties:
39

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

Article 3

- 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 POAM 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.

Section L. Employee Organization Activity.

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

Section M. Information to the Employer.

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

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

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

**ARTICLE 4
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.

Article 4

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

- 3
4 1. Determine matters of managerial policy; mission of the Agency; budget; the
5 method, means and personnel by which the Employer's operations are to be
6 conducted; organization structure; standards of service and maintenance of
7 efficiency; the right to select, promote, assign or transfer employees; discipline
8 employees for just cause; and in cases of temporary emergency, to take
9 whatever action is necessary to carry out the Agency's mission. However, if such
10 determinations alter conditions of employment to produce substantial adverse
11 impact upon employees, the modification and remedy of such resulting impact
12 from changes in conditions of employment shall be subject to negotiation
13 requirements. Such negotiations shall not be required where the action of the
14 Employer is governed by another Article of this Agreement.
15
- 16 2. Utilize personnel, methods and means in the most appropriate and efficient
17 manner as determined by the Employer.
18
- 19 3. Determine the size and composition of the work force, direct the work of the
20 employees, determine the amount and type of work needed and, in accordance
21 with such determination, relieve employees from duty because of lack of funds or
22 lack of work.
23
- 24 4. Make reasonable work rules which regulate performance, conduct, and safety
25 and health of employees, provided that changes in such work rules shall be
26 reduced to writing and provided to POAM at least fourteen (14) calendar days
27 prior to their effective date in non-emergency situations. Should POAM wish to
28 discuss such work rules prior to their effective date they shall so request as soon
29 as possible but no later than seven (7) calendar days prior to their effective date.
30 Work rules promulgated on a local basis shall be discussed locally. Work rules
31 promulgated on a departmental level shall be discussed at the departmental
32 level. It is the intention of the parties that such discussions shall be held in an
33 informal context and shall not require the convening of a Labor-Management
34 Meeting. If after timely notice by the Union such meeting can not be held prior to
35 the implementation date because of Management's unavailability, the
36 implementation shall be delayed until such meeting can be held. Rule changes
37 established in emergencies shall be promulgated as soon as possible. POAM
38 shall have the right to timely grieve the reasonableness of a work rule.
39

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

Article 4

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

ARTICLE 5
POAM SECURITY

For the duration of this Agreement, the provisions of this Article shall be deemed valid to the extent permitted by the Michigan Civil Service Rules and Regulations.

Section A. Dues Deduction.

Upon receipt of a Unit member's completed and signed authorization for deduction of membership dues form as provided by the Association and subject to the provisions of Subsection A.1. below, the Employer will deduct those dues required as a condition of maintaining membership in the Association in good standing.

The authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the Unit members appointing authority personnel office. New authorization cards must be submitted by the 9th day of any pay period for deduction to be made the following pay period.

1. Deduction will be made only when the Unit member is due sufficient biweekly earnings to cover the dues amount after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal Income Tax;

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1 State Income Tax; local and/or city tax; other legally required deductions;
2 individually authorized participation in state programs; and enrolled Unit
3 member's share of insurance premiums.
4

5 2. Membership dues shall be uniform in amount, and shall be as certified in writing
6 by the Association to the Employer.
7

8 **Section B. Agency Shop Fee Deduction.**

9 Any Unit member may voluntarily terminate his/her membership in the Association
10 at any time. A Unit member who has not submitted a valid dues deduction authorization
11 form or who does not produce proof of Association membership shall within sixty (60)
12 days of the effective date of this Agreement or effective date of membership
13 termination, as a condition of continuing employment, tender to POAM an agency shop
14 fee amount as described below, but not to exceed regular biweekly dues uniformly
15 assessed against all members of POAM.
16

17 The agency shop fee shall be the uniform membership dues reduced by any fees,
18 charges, and/or assessments involving contributions for any political purposes
19 whatsoever; and shall represent only the member's proportionate share of costs
20 germane to collective bargaining, contract administration, grievance adjustment, and
21 any other cost necessarily or reasonably incurred for the purpose of performing the
22 duties of an exclusive representative of the employees in dealing with the Employer on
23 labor-management issues.
24

25 The agency shop fee obligation shall be fulfilled by the Unit member signing, dating,
26 and submitting to the Employer an Authorization for Agency Shop Payroll Deduction
27 form as supplied by POAM.
28

29 The payment of dues and fees to POAM as a condition of continuing employment
30 shall not take effect until POAM notifies the Employer of the amount of the agency shop
31 fee to be deducted.
32

33 **Section C. Compliance Procedure.**

34 The Employer shall automatically deduct from an employee's paycheck and tender
35 to POAM an agency shop fee as provided after the following:
36

37 1. After thirty (30) days from date of the employee's hire, POAM has first notified
38 the Employer in writing that the employee is subject to the provisions of this
39 Section and has elected not to become or remain a member of POAM in good
40 standing and/or to tender the required service fee.
41

42 2. Within (10) work days from the date POAM so notifies the Employer, the
43 Employer shall:

Article 5

- a. Notify the employee of the provisions of this Agreement; 1
 - b. Obtain the employee's response; and 2
 - c. Notify POAM of the employee's response. 3
- 4
- 3. In the event the employee fails to become a member of POAM in good 5
standing, re-new membership or sign the "Authorization for Deduction of 6
Agency Shop Fee" card after the above, POAM may request automatic 7
deduction by notifying the employer, with a copy to the employee, certified mail, 8
return receipt requested. 9
- 10
- 4. Upon receipt of such written notice, the Employer shall, within five (5) work 11
days, notify the employee, with a copy to POAM, that beginning the next pay 12
period it will commence deduction of the agency shop fee and tender same to 13
POAM. 14

Section D. Revocation. 15

Except as provided in Section G. of this Article, nothing in this Article shall prohibit a 17
Unit member from terminating any dues deduction authorization. Such revocation shall 18
not serve to waive the Unit member's obligation to POAM as specified in Section C. of 19
this Article. 20

Section E. Remittance and Accounting. 21

Dues deducted for any biweekly pay period shall be remitted to POAM. Upon 22
written request, the Employer shall provide POAM a list of those Unit members who 23
have active dues deduction authorizations on file. 24

Section F. Procedure for Objectors. 25

The union will annually publish in a newsletter, mail to service fee payors, and 26
furnish to the State Personnel Director an audited report of its calculation of the amount 27
of the service fee. 28

A service fee payor who objects that the Association's calculation of the service fee 29
includes more than only the costs germane to collective bargaining, contract 30
administration, and grievance adjustment, and any other cost necessarily or reasonably 31
incurred for the purpose of performing the duties of an exclusive representative of the 32
employees in dealing with the employer on labor-management issues must file such 33
objection, by hand delivery or first class mail, with POAM within 30 calendar days of 34
POAM's mailing to the service fee payor of the service fee report. 35

All objections filed with POAM will be consolidated for resolution, and the procedure 36
for resolution of the objections will culminate in a decision by an impartial decision- 37
maker. 38

Article 5

1 That portion of any objector's service fee which is reasonably in dispute will be
2 placed in an interest bearing escrow account by POAM pending a final decision on the
3 objection.
4

5 Section G.

6 During negotiations the parties acknowledged that federal and constitutional law
7 requirements regarding union security provisions are unsettled. The parties understand
8 and agree that the provisions set forth in this Article shall only be applied in accordance
9 with applicable law.
10

11
12 **ARTICLE 6**
13 **POAM REPRESENTATION AND BUSINESS**
14

15 Section A. POAM Representatives and Jurisdictions.

16 Employees covered by this Agreement are entitled to be represented in the
17 grievance procedure by a Steward or Chief Steward and/or a Designated POAM
18 Representative in accordance with the following:
19

20 **1. Designated POAM Representative Definition.** A designated POAM
21 representative is a steward, chief steward, regional director, POAM business agent,
22 POAM legal counsel and/or any other individual identified to the state through written
23 notification. Unless the state is expressly advised otherwise by POAM, only POAM
24 business agents and POAM legal counsel can execute binding agreements and/or
25 settlements, including grievance settlements, with the employer relating to any matter
26 involving the presence of a POAM representative.
27

28 **2.** At work sites, as defined in Article 13, Section A., of a Department having at least
29 fifteen (15) employees cumulative covered by this Agreement, POAM may designate
30 Steward(s) to represent such employees at such work sites. A Steward shall lose no
31 normal pay or leave credits while representing employees at the same work site.
32

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

40 **4.** Where no Steward is authorized or designated, or one designated is temporarily not
41 available, POAM may designate any employee covered by this Agreement to act as a
42 temporary representative, provided that if such employee is employed at another work
43 site or in another Department he or she shall be released for such purpose on accrued

Article 6

leave credits subject to operational requirements and other criteria governing annual leave. Such employee may represent employees across departmental lines.

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

6. Stewards shall be employed in or on leave from a classification in the Bargaining Unit covered by this Agreement.

7. **Regional Director.** The Regional Director's primary function is to regulate and coordinate the specific duties of the Chief Stewards and Job Stewards within his/her region. The Regional Director's secondary function would be to represent members in representational activities with their region only in the event of the unavailability of a Chief or Job Steward. In the event a Regional Director from another region is closer to the member who needs representation, then the closest Regional Director will represent the member. If representation is across departmental lines release shall be in accordance with Section A.4. above.

Section B. Chief Stewards.

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

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

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

Section C. Release of POAM 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 POAM Representative, POAM, at its discretion, may either request an alternate Representative or have the activity postponed and rescheduled. In making such request, POAM will provide timely representation so that the activity would not be unreasonably delayed.

Article 6

1 **Section D. Union Leave.**

2 If any Union Representative(s) is expected to spend more than 25% (520 hours) of
3 the contract work year (beginning the effective date of this Agreement) in representation
4 activities, he/she may be so designated and identified by POAM. Such employees may
5 be placed on "union leave" by the Employer. They shall be relieved of all work duties
6 during the course of such leave; and POAM shall reimburse the State for the gross total
7 cost of such employee(s) wages, and the Employer's share of premiums for all
8 insurance programs. A contract work year is defined as a twelve (12) month period.
9

10 The employee's status for pay, benefits, insurance, retirement and other benefits
11 shall be identical to administrative leave. The request for union leave and the approval
12 by the Employer and the acceptance by the employee shall constitute an
13 acknowledgment that the employee is to be considered as an employee of the Union
14 during the leave. Should an administrative board or court rule otherwise, POAM shall
15 indemnify and hold the Employer harmless from any Workers' Compensation claims by
16 that employee arising during or as a result of the union leave. If a Union Representative
17 actually uses 520 hours paid administrative/union leave during a contract work year the
18 parties will meet and confer regarding a resolution.
19

20 The Employer shall grant requests for leaves of absence without pay to employees
21 in the Unit upon written request of POAM and upon written request of the employee,
22 subject to the following limitations:
23

- 24 1. The written request of POAM shall be made to the employee's Appointing
25 Authority and shall indicate the purpose of the requested leave of absence.
26
- 27 2. To serve in an elective or appointive office with POAM, the request shall state
28 what the office is, the term of such office and its expiration date. This leave
29 may cover the period from the initial date of election or appointment through the
30 expiration of the first full term of office.
31
- 32 3. If the requested leave of absence is for the purpose of permitting the employee
33 to serve as a Designated POAM Representative, such leave shall be for a
34 minimum of six (6) months renewable upon request of the employee, but shall
35 not exceed three (3) years.
36

37 **Section E. Time Off for POAM Business.**

38 1. To the extent that attendance for POAM business does not substantially interfere
39 with the Employer's operation, properly designated POAM Representatives, regardless
40 of shift assignment, shall be allowed time off without pay for Association meetings.
41

42 Employees who have been granted leave without pay shall not earn annual, sick, or
43 length of service credits during the time spent in authorized Association activities. Such

Article 6

lost time shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work under this Article.

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

In addition to the notice from the employee required above, except as may be mutually agreed to locally on a case by case basis, the Association shall also provide, at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by POAM to attend such functions.

Such written notice shall be provided to the named employee's immediate supervisor and Appointing Authority. No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the Association.

3. The employee may utilize any accumulated time (compensatory or annual) in lieu of taking such time off without pay. When the employee elects to utilize annual leave credits, POAM may "buy back" such credits up to a limit of one hundred twenty (120) hours each fiscal year, subject to the following regulations:

- a. Employees shall be permitted annual leave absence from work for such POAM business only up to a maximum of their accrued credits.
- b. POAM may reinstate only such employee-expended credits used in the previous twelve (12) months by check to the Department at the employee's current daily rate. POAM 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. POAM shall be allowed to exercise the option of reinstating annual leave for any one employee not more than once in each of the first three (3) quarters of the fiscal year.

Section F. POAM Officers.

POAM agrees to furnish to the Office of the State Employer in writing the names, Departments/Agencies, and POAM Office held of all elected or appointed members of

Article 6

1 the Association within thirty (30) days of the effective date of this Agreement. Similar
2 written notification shall be provided within five (5) days of any changes.
3

4 Such duly elected or appointed members of the Association Executive Board who
5 are covered under this Agreement shall be entitled to "buy back" annual leave credits,
6 subject to the regulations in Article 6, Section A, except that the one hundred twenty
7 (120) hour limitation shall not apply. In addition, the Employer agrees to provide
8 administrative leave, not to exceed twelve (12) days per year for six (6) POAM
9 Representatives to attend the annual POAM Board Meeting. Such members shall
10 furnish their immediate supervisor with written notification of their intent to attend such
11 meeting at least two (2) work days in advance of the date that work schedules must be
12 established in accordance with Article 14, Section D, of this Agreement.
13

14 **Section G. Time Off Without Loss of Pay During Working Hours.**

15 Employees shall be allowed time off without loss of pay during working hours to
16 attend grievance hearings, labor-management meetings, and committee meetings if
17 such committees have been established by this Agreement, or meetings called or
18 agreed to by the Employer, if such employees are entitled by the provisions of this
19 Agreement to attend such meetings by virtue of being POAM Representatives,
20 Stewards, witnesses, and/or grievants, except in the case of justified emergency as
21 claimed by the Appointing Authority.
22

23 **Section H. Administrative Leave Bank.**

24 Subject to the operational needs of the Employer, employees covered by this
25 Agreement and designated in accordance with the provisions below shall be permitted
26 time off without loss of pay during scheduled working hours to attend authorized union
27 functions subject to the following conditions:
28

- 29 1. An Administrative Leave Bank is established based on 6 hours of administrative
30 leave for each 10 employees in the Unit, who are on active payroll status at the
31 end of the first pay period in June of each year. Effective 10/1/99, the Bank
32 shall be based on 5 hours of administrative leave for each 10 employees.
33 Effective 10/1/00, the Bank shall be based on 4 hours of administrative leave
34 for each 10 employees.
35
- 36 2. Such Administrative Leave Bank shall be allocated to Departments/
37 Autonomous Agencies in proportion to the number of employees who are on
38 active payroll status in each Autonomous Agency and/or Department. Such
39 administrative leave which is not used may be carried forward to other years to
40 cover absences from regularly scheduled work activities authorized by this
41 Section.

Article 6

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

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

For purposes of seniority accrual, time spent by such employee shall be considered as time worked unless prohibited by legislation. The Union shall reimburse the Employer for the Employer's share of all applicable insurance premiums, and any other non-base hourly rate, such as any premium pay, per diem, or allowance during the periods of absence covered by administrative leave from the Bank. Effective 10/1/99, the union shall reimburse the employer for one-half the retirement cost, not to exceed \$2,500 per year. Effective 10/1/00, the union shall reimburse the employer for one-half the retirement cost, not to exceed \$5,000 per year.

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

It is agreed that the Administrative Leave Bank provided herein replaces the Administrative Leave Bank granted in the Civil Service Rules and Regulations.

Section I. 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.

In addition, except as may be mutually agreed to locally on a case by case basis, the POAM shall also provide, at least two (2) work days in advance of the date work schedules must be established in accordance with Article 14, Section D, of this

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Article 6

Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated to attend such activities as authorized in Section D. Such written notice shall be provided to the named employee's Appointing Authority.

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

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Section J. Bargaining Committee.

1. **Primary Negotiations.** The committee, including alternates shall be designated in writing by the Association. No more than five (5) employees shall be released without loss of pay or benefits on union leave to attend such negotiations.

2. **Secondary Negotiations.** The committee, including alternates shall be designated in writing by the Association. No more than three (3) employees shall be released without loss of pay or benefits on union leave to attend such negotiations, all of whom shall be employed in the department in which secondary negotiations are conducted, excluding non-state employees.

22
23

ARTICLE 7
INTEGRITY OF THE BARGAINING UNIT

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A. The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to POAM. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees. The Employer shall not assign Bargaining Unit work to employees outside the Bargaining Unit except in the case of 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.

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34
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B. The Employer may continue to utilize such programs as the type listed below, provided the primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities.

- 37 - Student Work Experience
- 38 - JTPA Program Employees
- 39 - Patient/Employee Programs
- 40 - Seasonal Recreation Programs
- 41 - Volunteer Programs
- 42 - MOST Experience Programs
- 43 - Prisoner/Employee Programs & etc.

Article 7

The Employer will provide POAM with information which permits the Association to monitor the implementation of such programs, if not already provided. It is the intent that an Association allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for ongoing State employee activities, or causes layoffs or such programs are used to avoid the recall of Bargaining Unit employees, shall be grievable under the provisions set forth in this Agreement.

C. Supervisory employees shall be permitted to perform Bargaining Unit work 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 case of training (including demonstration of the proper method of completing the task assigned), temporary work relief, or in the case of emergency. In those cases where lead workers are performing some supervisory duties, the parties agree that such employees shall not be considered supervisory for purposes of this Section.

D. The Employer recognizes its obligation to utilize Bargaining Unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual service where necessary or desirable to provide cost-effective, efficient services to the public.

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

Whenever the Employer intends to contract out, sub-contract services or renew such contracted services, the Employer shall, as early as possible, but at least fifteen (15) calendar days prior to the implementation of the contract, sub-contract or contractual services renewal, give written notice of its intent to POAM. When a contract in excess of \$250,000 is to be submitted to Civil Service notice shall be provided to POAM at least forty (40) calendar days prior to the implementation of the contract. Notice shall consist of a copy of the request made to Civil Service unless such a request is not required, in which case, a copy of the contract will be provided. The Employer will indicate on the CS-138 form the date that notice of the sub-contract was provided to the Union. The notice shall include such matters as:

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

The Employer shall, upon written request, meet and confer with the Union over the impact of the proposed contractual services upon the Bargaining Unit.

Article 7

1 E. POAM may propose alternatives to sub-contracting. Such meeting shall occur
2 within ten (10) calendar days [fifteen (15) calendar days in the case of a contract in
3 excess of \$250,000] from the date of notice to POAM. Such discussions shall not serve
4 to delay implementation of the Employer's decisions or preclude POAM from
5 challenging the contractual personal service request.
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7 F. The Employer shall also provide POAM, upon written request, information
8 necessary to monitor the implementation, including costs, of the contract or sub-
9 contract. If the volume of the information requested under this Section would place an
10 unreasonable burden on the Employer, the parties will meet to attempt to identify
11 alternative mechanisms for providing such information.
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14 **ARTICLE 8**
15 **GRIEVANCE PROCEDURE**
16

17 **Section A. General.**

18 1. A grievance is defined as a written complaint alleging that there has been a
19 violation, misinterpretation or misapplication of any condition of employment contained
20 in this Agreement, or of any rule, policy or regulation of the Employer deemed to be a
21 violation of this Agreement or a claim of discipline without just cause. Nothing shall
22 prohibit the grievant from contending that the alleged violation arises out of an existing
23 mutually accepted past practice. The concept of past practice shall not apply to matters
24 which are solely operational in nature.
25

26 2. Employees shall have the right to present grievances in person or through a
27 designated POAM Representative at the appropriate step of the grievance procedure.
28 No discussion shall occur on the grievance until the designated POAM Representative
29 has been afforded a reasonable opportunity to be present at any grievance meetings
30 with the employee(s). Upon request, a supervisor will assist a grievant in contacting the
31 designated Steward or POAM Representative. Any settlement reached shall be
32 communicated to POAM and shall not be inconsistent with the provisions of this
33 Agreement. At a Step One or Two Grievance Conference the Representative shall be
34 the Steward, or a Designated POAM Representative if requested by the grievant or
35 Steward. At a Step Three Grievance Conference the POAM Representative shall be
36 the Steward, and if so requested, a Designated POAM Representative.
37

38 3. Only related subject matters shall be covered in any one grievance. A grievance
39 shall contain the clearest possible statement of the grievance by indicating the issue
40 involved, the relief sought, the date the incident or alleged violation took place, and the
41 specific Section or Sections of this Agreement involved, if any. The grievance shall be
42 presented to the designated supervisor involved in quadruplicate (four copies) on a

Article 8

- mutually agreed upon form furnished by the Employer and POAM and signed and dated by the grievant(s). 1
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4. All grievances shall be presented promptly and no later than ten (10) 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. 4
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5. When an individual grievant(s) or POAM 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. 10
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6. POAM, through an authorized 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. POAM may itself grieve alleged violations of Articles conferring rights solely upon the Association. 14
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7. Grievances which by nature cannot be settled at a preliminary step of the grievance procedure may, by mutual waiver of a lower step, be filed at an agreed upon advanced step where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted. 20
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8. Group grievances are defined as, and limited to, those grievances which cover more than one employee and which pertain to like circumstances and facts for the grievants involved. Group grievances shall, insofar as practical, name all employees and/or classifications and all work locations covered and may, by mutual agreement, at the step being bypassed be submitted at Step Two or Step Three as appropriate. Group grievances shall be so designated at the first appropriate Step of the grievance procedure, although names may be added or deleted prior to a third step hearing. Group grievances involving more than one Department shall identify all Departments involved. POAM shall, at the time of filing such a grievance, also provide a copy to the Office of the State Employer. 25
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9. It is expressly understood and agreed that the specific provisions of this Agreement take precedence over policy, rules, regulations, conditions and practices contrary thereto, except as otherwise provided in the Civil Service Rules and Regulations. 36
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10. There shall be no appeal beyond Step Three on initial probationary service ratings or involuntary separation of initial probationary employees which occur during or upon completion of the probationary period, except that grievances alleging unlawful 40
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Article 8

1 discrimination against a probationary employee may be appealed by POAM to
2 Arbitration.

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4 11. Counseling memoranda and reprimands are not appealable beyond Step Three,
5 but less than satisfactory service ratings grievances of employees having completed the
6 initial probationary period are appealable to Arbitration.

7
8 12. The parties agree that as a principle of contract interpretation employees shall give
9 full performance of duty while a non-dismissal and non-suspension grievance is being
10 processed.

11
12 13. Grievances filed before the effective date of this Agreement shall be concluded in
13 accordance with the Grievance and Appeals Procedure then in effect.

14
15 14. The parties agree to combine the Step 2 and Step 3 grievance conference in
16 mutually agreed departments with representatives of the parties as described below for
17 the Step 3 conference on a pilot basis. Additionally, an attorney designated by POAM
18 shall be allowed to attend the conference. Processing grievances shall be in
19 accordance with Section F. of this Article. This pilot program will expire December 31,
20 2000, unless the parties modify or extend it by mutual agreement prior to its expiration.
21 Either party may terminate this pilot with a 30 day written notice to the other party.

22 Section B. Grievance Steps.

23
24 1. Step One. Informal discussion of complaints between employees and/or Stewards
25 and supervisors is encouraged prior to filing of grievances. Within five (5) week
26 days of receipt of the written grievance from the employee(s) or the designated
27 POAM Representative, the supervisor will, on the supervisor's own initiative or in
28 response to a request from POAM or the employee, schedule a meeting with the
29 employee(s) and/or the designated POAM Representative to discuss the grievance,
30 and return a written decision to the employee(s) and the POAM Representative.
31 Grievance meetings at Step One shall normally be held during the regularly
32 scheduled hours of the grievant.

33
34 2. Step Two. If not satisfied with the supervisor's answer in Step One, the grievance,
35 to be considered further, shall be appealed to the designated Employer
36 Representative within five (5) week days from receipt of the answer in Step One.
37 The parties, upon request of either, will meet and attempt to resolve the grievance.
38 Grievance meetings at Step Two involving 2nd or 3rd shift employees shall be held
39 as conveniently as possible to the employee's shift and normally precede or
40 immediately follow the employee's shift. A written answer will be placed on the
41 grievance form by the appropriate Employer Representative and returned to the
42 employee(s) and the designated POAM Representative within ten (10) week days
43 from receipt of the grievance form at Step Two. The answer will be responsive to

Article 8

the grievance to the extent possible and shall indicate the basis for the determination.

3. **Step Three.** If not satisfied with the Employer's answer in Step Two, to be considered further, the grievance shall be appealed to the departmental Appointing Authority or his/her designee within ten (10) week days from receipt of the answer in Step Two. The Employer Representative(s) shall meet with the grievant and Designated POAM Representative within ten (10) week days from receipt of the grievance at Step 3 concerning disciplinary grievances involving suspension, discharge, demotion or less than satisfactory service rating. In grievances concerning primary contract interpretation, which excludes those grievances involving discipline and formal counseling the Employer Representative may meet with the Designated POAM Representative to discuss and attempt to resolve the grievance. It is the parties' intent that such meetings will involve discussion and consideration of the grievance on the basis of a full disclosure of the relevant facts and documentation by both parties, however, such disclosure shall not limit the parties' rights as described in Section H of this Article. All Step Three denials of disciplinary grievances involving suspension, discharge, demotion, mandatory change of residence or less than satisfactory service rating shall be accompanied by documentation that supports the action, if not previously provided to a POAM Representative. The written decision of the Employer will be placed on the grievance form by the departmental Appointing Authority or his/her designee and returned to the grievant(s) and the Designated POAM Representative within ten (10) week days from the date of the Step 3 conference. If no conference is held, the written decision shall be mailed or returned to the grievant(s) and the POAM Representative within fifteen (15) week days from receipt at Step 3.
4. **Arbitration.** If not satisfied with the Employer answer in Step Three, only POAM may appeal the grievance to arbitration within twenty-five (25) week days from the date of the Department's answer in Step Three. If an appeal to arbitration is filed by POAM, concurrent notice shall be provided to the department and, in primary contract interpretation grievances only, to the Office of the State Employer. All appeals to arbitration of 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.

Following appeal of a grievance to Arbitration, at the request of either party, a POAM Representative and Representative of the Department where the grievance originates will discuss the matter. An effort shall be made in such discussions to arrive

Article 8

1 at fair and equitable grievance settlements to avoid the necessity of arbitration. Such
2 settlements, if reached, shall be confirmed in writing.

3
4 The parties shall select an arbitrator in accordance with the following procedure:

5
6 Within thirty (30) days after approval of this Agreement and annually thereafter, the
7 Association and the Office of the State Employer shall simultaneously exchange the
8 names of ten (10) labor arbitrators (who are members of the National Academy of
9 Arbitrators, or on the American Arbitration Association, the Federal Mediation and
10 Conciliation Service or Michigan Employee Relations Commission rolls). Each party
11 shall then have the right to strike six (6) names from the other party's list. The
12 remaining names shall be the pool of arbitrators to be used in the event of any
13 grievance-arbitration matter.

14
15 When the demand for arbitration is received by a department, a representative of
16 POAM and the department shall meet and select the arbitrator by lottery. Following the
17 selection of the arbitrator, he/she shall be removed from the pool for that department
18 while the grievance is pending between the parties, unless the pool is reduced to four
19 (4) arbitrators or less. In such a circumstance all the arbitrators will be placed in the
20 pool.

21
22 By letter jointly signed, the arbitrator will be requested to serve on the panel and
23 provide a copy of his/her fee schedule. Copies of the grievance, answer and the
24 grievance-arbitration procedure (if not previously provided) shall be sent to the arbitrator
25 after he/she is selected by the parties.

26
27 For cases involving dismissal, disciplinary reassignment, or a mandatory change of
28 residence, the scheduled hearing shall be held within sixty (60) calendar days of filing
29 the arbitration demand. For cases involving all other grievances, the scheduled hearing
30 shall be held within one hundred eighty (180) calendar days of the filing, unless
31 otherwise mutually agreed to.

32
33 The hearing shall be conducted under the rules of the American Arbitration
34 Association, except that no monetary award may be made for attorney fees, witnesses
35 fees, costs, interest, or other expenses arising out of, or attributable to, the grievance
36 appeal. The arbitrator shall be the judge of the relevance and materiality of the evidence
37 offered and conformity to rules of evidence shall not be necessary.

38
39 Any written briefs or closing arguments submitted by the parties shall be
40 postmarked no later than fifteen (15) workdays from the conclusion of the arbitration
41 hearing.

Article 8

The arbitrator shall have thirty (30) calendar days following closure of the record of the arbitration hearing, to issue a decision. 1
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The parties may modify any period of time by mutual agreement. 3
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The Federal Mediation and Conciliation Service or Michigan Employment Relations Commission may be used by mutual agreement. 5
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The expenses and fees of the Arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties to the arbitration. The expenses of a court reporter shall be borne by the party requesting the reporter unless the parties agree to share such costs. Except in a case involving a grievance settlement, the party requesting a cancellation or rescheduling of the arbitration hearing shall pay for any such costs attributable to the cancellation or rescheduling. 8
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The Arbitrator shall only have the authority to adjust grievances in accordance with this Agreement as permitted in the Civil Service Rules and Regulations. The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of the Civil Service Rules and Regulations and this Agreement and shall not make any award which in effect would grant POAM or the Employer any rights or privileges which were not obtained in the negotiation process. The authority of the arbitrator shall remain subject to and subordinate to the limitations and restrictions on subject matter and personal jurisdiction in the Civil Service Rules and Regulations. 16
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Except as provided in Civil Service Rules and Regulations, the decision of the arbitrator will be final and binding on all parties to this Agreement and decisions shall not be appealed to the Civil Service Commission, except that any person may file with the State Personnel Director a complaint that the Arbitrator's decision has been applied or interpreted to violate or otherwise rescind, limit, or modify a Civil Service Rule or Regulation governing a prohibited subject of bargaining. When the Arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) calendar days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing. 25
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Section 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. 37
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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 42
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1 closed. Grievances not answered by the Employer within the designated time limits in
2 any step of the grievance procedure shall be considered automatically appealable and
3 processed to the next step. Where the Employer does not provide the required answer
4 to a grievance within the time limit provided at Steps One, Two and Three, the time
5 limits for filing at the next step shall be extended for ten (10) additional week days. The
6 time limits at any step or for any hearing may be extended by written mutual agreement
7 of the parties involved at that particular step.

8
9 If the Employer Representative with whom a grievance appeal must be filed is
10 located in a city other than that in which the grievance was processed in the preceding
11 step, the mailing of the grievance appeal form shall constitute a timely appeal if it is
12 postmarked within the appeal period. Similarly, when an Employer answer must be
13 forwarded to a city other than that in which the Employer Representative works, the
14 mailing of the answer shall constitute a timely response if it is postmarked within the
15 answer period.

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17 **Section D. Retroactivity.**

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

24
25 Employees who voluntarily terminate their employment will have their grievances
26 immediately withdrawn unless such grievance directly affects their status upon
27 termination or a claim of vested money interest, in which cases the employee may
28 benefit by any later settlement of a grievance in which they were involved.

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

38
39 **Section E. Exclusive Procedure.**

40 As permitted by Civil Service Rules and Regulations, the grievance procedure set
41 out above shall be exclusive and shall replace any other grievance procedure for
42 adjustment of any disputes. The grievance procedure set out above shall not be used

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for the adjustment of any dispute for which the Civil Service Rules and Regulations require the exclusive use of a Civil Service forum or procedure.

Section F. Processing Grievances.

Whenever possible, the grievant or group grievance representative and the designated POAM Representative shall utilize non-work time to consult and prepare. When such preparation is not possible, because the grievant or group grievance representative(s) and the POAM Representative's work shifts prohibit them from consulting and preparing for the grievance meeting, they will be permitted a reasonable amount of time, not to exceed one (1) hour, plus necessary travel time to and from the meeting, without loss of pay, for consultation and preparation prior to the scheduled grievance step meeting during their regularly scheduled hours of employment. Overtime is not authorized.

One (1) designated Steward and the grievant will be permitted to process a grievance without loss of pay. In a group grievance a Steward or POAM Representative, and up to two (2) grievants shall be entitled to appear without loss of pay to represent the group. The Steward or POAM Representative must be employed at one of the work sites represented in the grievance. In group grievances involving more than one Department, the group shall be represented by two (2) employee grievants and a Designated POAM Representative and/or attorney.

The Employer is not responsible for compensating any employees for 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 POAM Stewards in processing grievances.

Section 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 A10 above.

Section H. Documents and Witnesses Required For Arbitration.

Upon written request, POAM 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

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1 presentation of necessary evidence, nor shall either party be limited from introducing
2 any document or evidence it deems necessary to rebut the case of the other.
3

4 At least ten (10) calendar days before a scheduled arbitration hearing, POAM and
5 the Employer shall simultaneously exchange a written list of the witnesses they plan to
6 call including those witnesses POAM requests be relieved from duty. Nothing shall
7 preclude the calling of previously unidentified witnesses.
8

9 Employees required to testify will be made available without loss of pay; however,
10 whenever possible, they shall be placed on call to minimize time lost from work.
11 Employees who have completed their testimony shall return promptly to work when their
12 testimony is concluded unless they are required to assist the principal POAM
13 Representative(s) in the conduct of the case. The intent of the parties is to minimize
14 time lost from work.
15

16 **Section I. Grievance Conduct.**

17 Employees, Stewards, POAM Representatives, supervisors and managers shall,
18 throughout the grievance procedure, treat each other with courtesy, and no effort shall
19 be made by either party or its representatives to harass or intimidate the other party or
20 its representatives.
21

22
23 **ARTICLE 9**
24 **DISCIPLINARY ACTION**
25

26 The parties recognize the authority of the Employer to reprimand in writing,
27 suspend, discharge or take other appropriate disciplinary or corrective action against an
28 employee for just cause.
29

30 Discipline, when invoked, will normally be progressive in nature, however, the
31 Employer shall have the right to invoke a penalty which is appropriate to the
32 seriousness of an individual incident or situation.
33

34 **A. Investigation and Representation.**

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

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

An employee shall be entitled upon request to the presence of a Union Representative at a meeting at which discipline or a less than satisfactory service rating may or will take place, or at an investigatory interview of the employee by the Employer regarding allegations or 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 POAM Representative is to be an attorney certified by POAM, the employee or POAM shall give as much notice as possible to the Employer.

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.

B. Emergency Removal.

The Employer may remove an employee from the work site without pay for up to seven (7) calendar days when, in the judgment of the Employer, such action is warranted. Nothing in this Section shall prevent the Employer, subsequent to the emergency removal, from imposing a suspension for investigation. If, following the emergency removal or the suspension for investigation, disciplinary action results, the Employer may count any days of emergency removal without pay as part of the penalty. If no disciplinary action is taken and the emergency removal was without pay, the employee shall be made whole.

C. Suspension for Criminal Acts.

Any employee arrested, indicted by a grand jury, or against whom a criminal charge has been filed by a prosecuting official for conduct on or off the job, may be suspended. Such suspension may, at the discretion of the Employer, remain in effect until the indictment or charge(s) has been fully disposed of by trial, quashing or dismissal. The Employer shall suspend an employee without pay when it has a reasonable basis to believe that the employee may be charged with a felony.

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1 Nothing herein shall prevent an employee from grieving the reasonableness of a
2 suspension under this Subsection, where the employee contends that the charge(s)
3 does not arise out of the job, or is not related to the job, except that suspension for a
4 felony, as provided in the previous paragraph, shall not be appealable. An employee
5 who has been tried and convicted on the original or a reduced criminal charge(s), and
6 whose conviction is not reversed, may be disciplined or dismissed from the classified
7 service upon proper notice without the disciplinary procedures provided for in this Article
8 being followed by the Employer. Such discipline or dismissal is grievable.
9

10 The record from any trial or hearing may be introduced by the Employer or POAM
11 in a grievance hearing, including Arbitration. An employee whose indictment is quashed
12 or dismissed, or who is acquitted following trial, shall be as soon as practicable
13 reinstated in good standing and, if previously suspended, made whole, unless 1) the
14 Employer imposes a suspension for investigation under Section D of this Article, or, 2)
15 the Employer files charges against the employee within five (5) weekdays of the central
16 Personnel Office being notified of the disposition by trial, quashing or dismissal.
17 Nothing provided herein shall prevent the Employer from disciplining an employee for
18 just cause at any time irrespective of criminal or civil actions taken against an employee
19 or irrespective of their outcome.
20

21 **D. Suspension for Investigation.**

22 The Employer may relieve an employee from duty for investigation. A suspension
23 shall be with pay and be superseded by disciplinary action or by reinstatement, within
24 seven (7) calendar days, or within such extension as may be imposed by the employer.
25 Notice of an extension and the reason for its imposition shall be served on POAM and
26 the employee.
27

28 **E. Disciplinary Action and Conference.**

29 1. Whenever an employee is to be formally charged with a violation of any obligation,
30 rule, regulation or policy, or charges are in the process of being prepared, a Disciplinary
31 Conference shall be scheduled and the employee shall be notified in writing prior to the
32 conference of the claimed violation and disciplinary penalty or possible penalty
33 contemplated. Nothing shall prevent the Employer from withholding a penalty
34 determination until after the Disciplinary Conference provided herein has been
35 completed.
36

37 Whenever it is determined that disciplinary action is appropriate, a Disciplinary
38 Conference shall be held with the employee at which the employee shall be entitled to
39 POAM representation. The Representative must be notified and requested by the
40 employee. No Disciplinary Conference shall proceed without the presence of a
41 requested Representative. The Representative shall be a local Steward or a
42 Designated POAM Representative so that scheduling of the Disciplinary Conference
43 shall not be delayed. The employee shall be given and sign for a copy of the written

Article 9

notice of the charges against him/her, including a description of the specific conduct or activity for which the disciplinary action is being considered. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. If the employee refuses to sign, or is unavailable for such reasons as incarceration, the supervisor will write "Employee refused to sign", or "Employee unavailable", and sign his/her own name with the date. A witness signature should be obtained under this circumstance. Except in accordance with Sections D. and F. 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 disciplinary record.

Disciplinary action, if forthcoming, shall be initiated within fifteen (15) calendar days of the Disciplinary Conference, except in the Department of Corrections where it shall be initiated within forty-five (45) calendar days of the Disciplinary Conference, excluding leave usage that makes the employee unavailable on the last day or subsequent contiguous day(s), unless mutually extended by the parties.

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

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

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

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Article 9

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.

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F. Resignation in Lieu of Disciplinary Action.

When, at the sole discretion of the Employer, a decision is made to allow an employee to resign in lieu of dismissal, the employee must submit his or her resignation in writing. The resignation shall be held for twenty-four (24) hours. Unless retracted in writing by the employee during the twenty-four (24) hour period, the resignation shall take effect as of the date it was submitted. This applies only when a resignation is accepted in lieu of dismissal and the employee has been told, in the presence of a Representative, that he or she will be terminated in the absence of the resignation. The resignation and matters related thereto shall not be grievable.

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.

Section 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 a POAM Representative during such performance discussion or review.

Section 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.

Section C. Formal Counseling.

1. When in the judgment of the Employer, formal (written) 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 memorandum/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

Article 10

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 POAM Representative during counseling.

3. Formal counseling may not be introduced in a Disciplinary Conference except to demonstrate, if necessary, that an employee knew or knows what is expected of them.

Section D. Removal of Records.

Neither performance review, informal nor formal counseling shall be considered as punitive/disciplinary action nor as prerequisites to disciplinary action. Upon written request, a formal Counseling shall be removed from an employee's file after twelve (12) months of satisfactory performance during which the employee has not received less than a satisfactory service rating, been the subject of disciplinary action, or received further formal counseling for the same or similar reason(s).

Section E. Relationship to Disciplinary Action.

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

**ARTICLE 11
SENIORITY**

Section A. Seniority Definitions.

For the purposes indicated below, seniority shall consist of the total number of continuous service hours of an employee in the State classified service including military service time earned prior to appointment to the State classified service, and service in any excepted or exempted position in State government which preceded entry into the State classified service. Continuous service hours shall not include the following:

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

Hours in non-career appointments, on lost time, suspension, leave of absence without pay (except for military leave of absence for up to 10,400 hours), or layoff. Employees off work due to injuries or illness compensable under Workers' Compensation 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.

Article 11

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

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

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

Section B. General Application.

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

Article 11

- 2. The seniority of Bargaining Unit members transferred prior to the effective date of this Agreement, by Civil Service Commission action from other jurisdictions to the classified State Civil Service, shall begin on the date specified in the Commission action for each assumption, except as provided in Sub-paragraph 3. of this Section. 1
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- 3. The seniority of Bargaining Unit members who were transferred to the State classified service by Civil Service Commission action pursuant to Act 61 of 1985 shall be as outlined in provisions of the contract addendum dated April 25, 1985, which is hereby incorporated by reference. 6
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- 4. The seniority of Bargaining Unit members transferred after the effective date of this Agreement by Civil Service Commission action from other public or private jurisdictions to the classified State Civil Service as a result of legislation or Executive Order authorizing the accretion of a function and associated personnel, shall be the date of accretion unless otherwise mutually agreed between the parties to this Agreement. 11
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- 5. A state classified employee retired or retiring under the provisions of any State of Michigan retirement system who obtains employment in a classified position shall be credited with seniority in accordance with the current applicable Civil Service Rules and Regulations. Retirement credit shall be earned in accordance with statutory requirements. 17
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- 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, or approved leave of absence. 23
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Section C. Seniority Lists. 27

For A.2. above the Employer will prepare seniority lists by Department, Agency, T.K.U. 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 POAM. 28
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An employee or POAM 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 35
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Article 11

1 layoff shall be corrected if reported by the employee within fifteen (15) week days of
2 notice of layoff.

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4 **Section D. Seniority Limitation.**

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

8
9 Employees entering these units directly from a unit that restricts or limits POAM
10 Bargaining Unit members continuous service hours shall enter with zero hours of
11 seniority and shall be credited with only those hours accrued within the Unit after entry
12 for purposes described in Section A.2. of this Article.

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15 **ARTICLE 12**
16 **LAYOFF AND RECALL PROCEDURE**

17
18 **Section A. Application of Layoff.**

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

26
27 Layoff and recall shall be in accordance with procedures set forth in this Article with
28 the exception that they shall not apply to:

- 29
30 1. Temporary layoff of less than twenty (20) consecutive calendar days. In such
31 cases, employees will be laid off by inverse seniority within classification and work
32 location and recalled by seniority. Temporary layoff will only be used for
33 unanticipated loss of funding which the Department or Agency does not expect to
34 obtain or make up within the temporary layoff period. Issuance and legislative
35 approval of a Governor's Executive Order shall be conclusive evidence of
36 unanticipated loss of funding, but shall not be required. Losses of or reductions in
37 federal funds, restricted State funds, bond sales, or other sources of State revenues
38 shall qualify under this Section; or
39
40 2. Seasonal layoff of seasonal employees, however, procedures covering seasonal
41 layoff and recall of seasonal employees shall be a proper subject for secondary
42 negotiations.

Article 12

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 Subsection 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 POAM 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 POAM Central Association concurrent written notice of the name, seniority, class titles, and current work 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 Union 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 Union shall be entitled to receive within thirty (30) calendar days, a completed list identifying those employees who have been bumped or laid off.

Section 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

Article 12

1 requesting preferential layoff. Such employees shall not accrue seniority while on
2 layoff.

3 4 Section C. General Layoff Procedures.

5 1. Layoff shall be statewide within a Department or by geographic and/or
6 organizational layoff units as provided in departmental plans on file with the Department
7 of Civil Service on November 24, 1980, unless subsequently modified in secondary
8 negotiations. Layoff units shall be defined in secondary negotiations upon request of
9 either party.

10
11 2. Within a layoff unit, layoff shall be by Civil Service classification and level within a
12 series by inverse seniority. Positions in a class series which contain automatic level
13 changes shall be considered to be at the same class and level.

14
15 3. Seniority for purposes of layoff, bumping and recall shall be as defined in Article 11,
16 Section A.

17
18 4. Excluded employees and eligible employees, as defined by the Civil Service Rules
19 and Regulations, who are not exclusively represented shall be permitted to bump back
20 into the Bargaining Unit under procedures outlined hereinafter.

21
22 5. Seniority of excluded employees and eligible employees who are not exclusively
23 represented for purposes of bumping into the Unit shall be computed as follows:

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

27
28 b. All persons who moved from the rank and file to an excluded or eligible non-
29 exclusively represented position prior to November 24, 1980, shall retain all
30 continuous service hours for purposes of seniority earned up to November 24,
31 1980, plus up to an additional 1,040 hours.

32
33 c. All persons who moved from the rank and file to an excluded or eligible non-
34 exclusively represented position after the effective date of the Agreement shall
35 retain all continuous service hours for purposes of seniority earned up to the
36 effective date of such appointment and thereafter up to 1,040 hours earned in
37 such excluded or eligible non-exclusively represented position.

38
39 6. The Employer may lay off and recall out-of-line seniority because of:

- 40
41 a. Gender;
42 b. Manual communication skill;
43 c. Bilingual skill;

Article 12

- d. Department of Civil Service approved selective certification; 1
- e. Maintaining an existing affirmative action program in accordance with 2
applicable law and approved in advance by the State Personnel Director. 3
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The exceptions listed in a. through d. shall only be made where there is a valid 5
occupational requirement and no alternative exists for preferring the less senior 6
employee. 7
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The affirmative action exception, Subsection e. above, can only be utilized in 9
accordance with an approved plan and applicable law when approved in advance by the 10
State Personnel Director. 11
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The Employer shall give notice of such intent to POAM and in accordance with Civil 13
Service Rules and Regulations, upon request shall meet and confer with POAM about 14
the impact of such determination. No Department except one headed by a 15
Constitutionally elected officer shall implement Subsection e. above, without the 16
involvement and agreement of the State Employer. 17
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The parties understand and agree that such provisions shall be applied in 19
accordance with applicable law. 20
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Section D. Bumping. 22

The employee scheduled for layoff may elect either to accept layoff or bump to the 23
least senior position in the layoff unit for which the employee is qualified, as provided in 24
this Section. An employee scheduled for layoff who fails or is unable, in accordance 25
with Article 11, Section A., to exercise the option to bump to the least senior position 26
shall be laid off. 27
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For purposes of this Article, the least senior position is defined as: 29
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- 1. A vacant position which the Employer intends to fill; or, in the absence of such 31
vacancy, 32
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- 2. The position occupied by the least senior employee as defined in Article 11, 34
Section A. above. 35
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Within seven (7) calendar days of receipt of notification of layoff, the employee 37
scheduled for layoff shall notify the Employer of his/her decision to either accept layoff 38
or bump into the least senior position in the layoff unit in the next lowest level and 39
successively lower levels thereafter, within his/her current class series. Positions in a 40
class series which contain automatic level changes shall be considered to be the same 41
class level. Alternatively, if it would result in a higher rate of pay, an employee may 42
bump into the least senior position in the layoff unit in a former class series at and below 43

Article 12

1 any level at which the employee had satisfactorily completed the probationary period.
2 This alternative shall not apply to employees who were demoted from the higher paying
3 class for disciplinary reasons or who transferred from the higher class in less than
4 satisfactory employment status.
5

6 If an employee notifies the Departmental/Agency Employer of the decision to bump
7 and later chooses to accept layoff, the Departmental/Agency Employer shall not be
8 required to recompute the bumping chain. Employees scheduled for layoff while on
9 leave of absence shall within seven (7) calendar days of notification, inform the
10 Departmental Employer in writing of his/her decision to accept layoff or exercise
11 bumping rights in accordance with this Section. The temporarily vacant position
12 resulting from the bump may be temporarily filled by the Employer by limited term recall,
13 reassignment or any other manner provided by this Agreement until the bumping
14 employee returns from leave.
15

16 An employee seeking to bump into another position must meet all requirements in
17 accordance with Articles 11 and 12.
18

19 As a result of bumping downward, an employee shall not earn more than the
20 maximum rate of the lower class bumped into or more than the rate previously earned in
21 a higher class from which the employee bumped. When an employee bumps
22 downward he/she shall be paid at that step in the lower level pay range which credits
23 the service in the higher level range(s) to the step at which the employee was paid
24 when promoted from a lower level.
25

26 Except as specified in Sections C.4. and C.5. of this Article, employees outside the
27 Bargaining Unit shall have no bumping rights to positions within the Unit. Bargaining
28 Unit members have no bumping rights arising out of this Agreement to positions outside
29 the Unit.
30

31 Bumping between employment types (e.g., full-time, part-time, etc.) shall be in
32 accordance with current departmental practice unless negotiated otherwise in
33 secondary negotiations.
34

35 Bargaining Unit members shall not receive travel expense or moving expense
36 reimbursement in connection with bumping or equivalent reassignment.
37

38 Section E. Recall Lists.

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

- 40
41 a. The Primary Class is the class from which an employee is initially laid off or
42 bumped.

Article 12

- b. The Secondary Class is a class and level in the Bargaining Unit, other than the primary class, in which the employee has satisfactorily completed the probationary period, and any lower level class in that class series. 1
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 - 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. 5
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 - 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. 11
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2. **Construction of Lists:** Each employee who is laid off from State employment who bumps or who refuses reassignment to another county shall have the right, upon written request to his/her Appointing Authority within seven (7) days subsequent to being laid off, to have his/her name placed on the Departmental Recall List for the primary and any secondary classes for which he/ she is eligible, for any county or Agency/Facility in the Department at which he/she will accept recall. An employee shall be placed/remain on a recall list in the county they were laid off from, or county they relocate to, while eligible for Unemployment Compensation. 16
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- Also, such employee upon written request to his/her Appointing Authority as provided above, shall have the right to have his/her name placed on the Statewide Interdepartmental Recall List for the primary and any secondary class for which he/she is eligible, for each county to which recall would be accepted. The Departmental Employer will provide to employees eligible for recall a form which shall be utilized to indicate recall availability. 25
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- Except as noted above, an employee may delete his/her name from any recall list without penalty at any time prior to being recalled, by giving written notice of such request to his/her Appointing Authority. Similarly, without penalty, an employee may also delete a county or Agency/Facility to which he/she has requested recall. 32
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- An employee may reactivate his/her name on appropriate recall lists and/or elect additional locations during their period of eligibility for recall by providing written notice to the Appointing Authority. Such additions shall, as soon as practicable, be included on recall lists prepared after the date of receipt. Provided, however, that an employee removed from a recall list in accordance with Section G. may not elect to be returned to the same list. 37
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Article 12

1 Section F. Recall from Layoff.

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

5
6 When the Employer intends to fill a vacancy, the Employer may reassign
7 employees in accordance with Article 13, within the county or Agency/Facility and within
8 the class and level of the vacancy, otherwise when the Employer intends to fill a
9 vacancy, the Employer shall recall the most senior employee who is on the
10 Departmental Recall List for such class and level and who has designated that county
11 or Agency/Facility. Employees are not prohibited from bumping into vacancies in
12 accordance with this Article in the face of recall lists. In those departments where the
13 parties agree in secondary negotiations to layoff units larger than a county, provisions of
14 this Section relating to reassignments to adjust the work force after a layoff shall be a
15 proper subject for secondary negotiations.

16
17 If no employee is on such Departmental Recall List, the Employer shall recall one of
18 the three (3) most senior employees from the Statewide Interdepartmental Recall List
19 for the class and level who have designated the county in which the vacancy exists as
20 one to which he/she will accept recall. In the event there are less than three (3) names
21 the Employer shall recall from the remaining available name(s) on the list.

22
23 The employee's right to recall shall exist for a period of up to three (3) years from
24 the date of layoff. Prior to that time employees may renew their recall rights for another
25 three (3) years by giving written notice to the Employer.

26 Section G. Removal of Names From Recall Lists.

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

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

Article 12

- 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
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- 5. The parties agree that the recall rights, seniority and benefit credit of employees who are separated or who resign from State employment are forfeited as a result of such separation or resignation, except that an employee who resigns during the probationary period in a secondary class, or is separated by the Employer during the probationary period in such class based on the inability to satisfactorily perform required job responsibilities, shall retain all recall rights, and if recalled, shall retain seniority and benefit credit. 6
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Section H. Limited Term Recall. 13
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In accordance with the provisions of this Article, employees shall designate agreement to be recalled by county or Agency/Facility on a limited term basis when laid off. Limited term recall shall also be on the basis of seniority. An employee who fails to accept limited term recall to a county or Agency/Facility previously designated shall be removed from that list. Removal from a limited term list shall be in accordance with the provisions of Section G. of this Article and shall not affect the employee's place on a permanent recall list. An employee whose limited term recall expires shall have no bumping rights except in the case of a continuing State classified employee who accepted limited term recall under the same Appointing Authority; under this situation the employee shall be returned to the previous class/level and work site at the time of limited term recall. 15
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Section I. Layoff and Recall Information to POAM. 26
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The Departmental Employer agrees to provide to POAM copies of seniority lists and employment histories, which the Employer uses to complete the layoff process. 28
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The Departmental Employer shall provide to POAM copies of recall forms completed by employees. 30
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The Departmental Employer agrees to provide to POAM, upon request, copies of Departmental and/or Statewide Interdepartmental Recall List(s) which were used to recall Bargaining Unit employees. 33
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Article 13

ARTICLE 13
ASSIGNMENT AND TRANSFER

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Section A. Definitions.

1. **Assignment.** An assignment is the particular job to be performed within a work location, on an assigned shift and schedule as directed by the Employer.
2. **Reassignment.** A reassignment is a change of assignment of a classified employee effected upon the Employer's initiative in accordance with Section B. of this Article.
3. **Transfer.** A transfer is either the filling of a vacancy, or a permanent change in assignment, at the employee's initiative or request in accordance with Section C. of this Article.
4. **Initial Vacancy.** An initial vacancy is a new or existing unfilled, permanent position which the Employer seeks to fill. A position from which an employee has been laid off or transferred is not an initial vacancy for purposes of transfer.
5. **Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the result of an employee being selected from the vacancy transfer list to fill the initial vacancy.
6. **Subsequent Vacancy.** A subsequent vacancy is a vacancy which results from the filling of a secondary vacancy in accordance with Section C. of this Article.
7. **Work Location.** Work location is a county or a facility within a county, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location. In the Department of Corrections, the geographic area of assignment for Fire Safety Inspectors shall be one of three regions as agreed to by the parties. It is the intent of the Department of Corrections to minimize non-primary duties of the classification as changes in the number and location of positions occur. This definition shall be the subject of secondary negotiations at the request of either party.
8. **Work Site.** For the purpose of this Article each of the following shall be considered a separate work site:
 - a. A building within a work location;

Article 13

- b. A building or group of buildings which constitute a Facility of the Departments of Community Health, Corrections, Family Independence Agency and Education, or organizational field unit in the Department of Natural Resources;
- c. In metro-Lansing area, the various administrative office locations for each Department shall be considered as a single work site.

This definition shall be the subject of secondary negotiations at the request of either party.

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

Section B. Assignment-Reassignment.

1. **Right of Assignment.** Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within an Agency or work location. In filling a vacancy the Employer shall continue to have the right to assign or reassign a qualified employee subject only to the provisions of this Article.

2. **Conditions of Employment.** Where a departmental condition for employment as expressed in writing prior to or at the time of hire, or a Department of Civil Service class specification, or Civil Service examination announcement provides that an individual employee may be reassigned or relocated, on a periodic, planned, or operational needs basis, there shall be no restriction upon the Employer in assigning and reassigning an employee, within his/her classification and level, among work locations or within a work location.

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

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

The Employer will not reassign an employee to another classification if such assignment would require compensation in a lower pay range. At work sites having

Article 13

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

11
12 **4. Employee Conduct Reassignment.** An employee may be reassigned when an
13 employee's conduct or actions have been such that the employee's continued presence
14 in a work site will be detrimental to the continued effectiveness of the work unit or, the
15 employee will be seriously hampered in the effective performance of the employee's
16 duties. An employee conduct reassignment may be requested by the employee or
17 initiated by the Employer. Any employee conduct reassignment requested by the
18 employee shall not be grievable. Reassignment shall not be executed solely for
19 disciplinary purposes.

20
21 **5. Employee Demotion.** The Employer may fill a position by either voluntary or
22 involuntary demotion, of an employee in the Bargaining Unit, prior to transferring or
23 recalling employees.

24
25 **6. Relief Assignment.** Relief assignments may be made on a day-to-day basis by
26 the Employer in order to insure and establish adequate staffing in an assignment or
27 work location. Relief assignments may be utilized by the Employer as a regular
28 assignment.

29
30 **7. Temporary Reassignment.** The Employer may temporarily fill a vacancy to fulfill
31 operational requirements, including using employees from a recall list without being
32 bound by the procedure of Section C., Subsection 2., of this Article. However,
33 temporary reassignments at work sites or locations outside the employee's permanent
34 work location or county containing the employee's permanent work site will make the
35 employee eligible for travel and meal allowances.

36
37 **8. Limits to Reassignment.** An employee shall not be subject to reassignment
38 requiring mandatory relocation of residence more than once in any three (3) year period
39 except:

- 40
41 a. By mutual agreement between the Employer and the employee;
42
43 b. In cases of employee conduct reassignment;

Article 13

c. As required in Subsection 2. of this Section.

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9. General.

a. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence. 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 he/she is required to report early.

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

Section C. Transfer.

1. Vacancy Transfer List. Employees shall be entitled to express an interest in transfer to other work locations and/or work sites to which they would like to transfer within their current classification which would allow them to retain their same level. The issue of tiered transfer priorities shall be a proper subject for secondary negotiations. The issue of transfers within work sites of less than fifty (50) Bargaining Unit employees shall be a proper subject of secondary negotiations only upon mutual agreement of the parties. The Employer will establish vacancy transfer lists from which initial 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 the Personnel Office. Lists will be updated on the first of October, January, April, and July of each year. To be included on the lists, transfer requests must be received by the Personnel Office by the 20th of the preceding month. Lists of work locations and their classifications shall be made available for review by employees. Transfer lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees no later than September 15 that transfer lists established by this Agreement are expiring on September 30.

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

2. Application. Except as provided in Article 12, Section F., an initial vacancy shall be filled by the most senior qualified employee on the appropriate transfer list. The resulting secondary vacancy shall be filled in the same manner as the initial vacancy. Where there are no qualified employees on the transfer list the Department may

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Article 13

1 consider all other forms of appointment procedure. The Employer shall have the option
2 of filling any subsequent vacancy by other authorized appointment procedures including
3 continued application of these provisions.
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5 In the Department of Corrections, Correctional Facilities Administration and the
6 Department of Community Health, transfer requests from outside the Agency shall only
7 be considered when there are no qualified employees from the Agency on the transfer
8 request list.
9

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

- 11 a. An initial or continuing probationary employee;
- 12
- 13 b. Employees in less than satisfactory standing, or who have received a
14 disciplinary suspension within one year preceding the date of the transfer
15 request, nor during the period between the application date and the date the
16 employee is considered for transfer;
- 17
- 18 c. Employees who have been transferred or reassigned any time during the
19 immediately preceding twelve (12) month period;
- 20
- 21 d. Employees who have declined, or failed to respond to three (3) offers of
22 transfer within the immediately preceding twelve (12) month period;
- 23
- 24 e. Employees if the vacancy is part of a Conduct Reassignment as described in
25 Section B.4. above;
- 26
- 27 f. Employees who do not possess the particular qualifications for the assignment,
28 including but not limited to:
29
 - 30 (1) Special job skills;
 - 31 (2) Physical requirements;
 - 32 (3) Selective certification requirements;
 - 33 (4) Specialized qualification requirements determined in secondary
34 negotiations.
 - 35
 - 36
- 37 g. Where a work site or facility is closed or divided, the Employer may reassign
38 employees along with their work responsibilities to the new Facility or work site.
39

40 **4. Hardship Transfers.** Legitimate hardship transfer requests to another work
41 location submitted by POAM may be honored where the Appointing Authority
42 determines that a hardship exists and that to do so will not impair the operating
43 effectiveness of the Department or any sub-unit thereof. For purposes of this

Article 13

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

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

6. Exchange Transfer. An exchange transfer may take place upon agreement of involved employees, the Employer and POAM.

Section D.
The Employer, in accordance with applicable law and when approved in advance by the State Personnel Director, may reassign or transfer out-of-line seniority when there are unmet affirmative action goals. In the case of transfer the Employer shall select the most senior qualified protected group employee who has requested the transfer. In the absence of qualified protected group members on the transfer roster, the Employer may give equal consideration to other protected group members eligible through reinstatement, promotion, and new hires. In the case of reassignment the Employer may bypass a protected group member to maintain current proportions of protected group employees if the area from which the reassignment is to be made is underutilized.

Section E. Temporary Alternative Duty Assignment.
The parties agree that the issue of temporary alternative duty assignment due to temporary disability is one aspect of an effective disability management program. It is expected that program guidelines in this area will be discussed and developed through appropriate meetings. The parties agree to work cooperatively to effectively implement such a program.

Section F. Expense Reimbursement.
Employees who are reassigned under the provisions of Section B. of this Article shall be eligible to receive reimbursement for incurred moving expenses in accordance with Article 27 of this Agreement.

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Article 13

Employees who are transferred under the provisions of Section C. of this Article shall not be entitled to receive reimbursement for incurred moving expenses pursuant to Article 27 of this Agreement. However, an employee's employing Department may at its sole discretion authorize the application of part or all of such Article.

If the Employer conducts interviews related to this Article, administrative leave shall be allowed.

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

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ARTICLE 14
HOURS OF WORK

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

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Section A. Biweekly Work Period.

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

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Section B. Work Days.

The workday 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 POAM before changes are made.

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Section 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:

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

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

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

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Employees may be assigned to work rotating or relief shifts.

Article 14

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.

POAM 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.

The Employer reserves the right to establish or re-establish eight and one-half (8½) or nine (9) hour shift schedules with one-half (½) or one (1) hour for unpaid lunch. Meals previously provided to employees working eight (8) hour shifts may be canceled when employees are changed to eight and one-half (8½) or nine (9) hour shifts as provided herein.

Section D. Work Schedules.

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

1. Code 1 Employees.

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

The regular work schedule of an employee in a Code 1 classification as indicated in Article 2 shall not be altered within the work period provided in Section A, above, solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1½) times the employee's regular rate of pay. With the Employer's approval employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules. Scheduling changes necessitated by requests initiated by employees shall be exempt from the one and one-half (1½) time compensation required by this Section unless the employee is otherwise placed in overtime status in accordance with Article 15. Emergency scheduling may continue in accordance with current practice. The issue of the temporary scheduling of Motor

Article 14

1 Carrier Officers who are required to appear in court or attend mandatory training on a
2 shift other than their regular shift shall be a proper subject for secondary negotiations.
3

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

5 The regular work schedules of an employee in a Code 2, Code 3 or law
6 enforcement classification as indicated in Article 2 may be altered by the Employer
7 without penalty within the work period provided in Section A. above.
8

9 **Section E. Meal Periods.**

10 In accordance with current practice, work schedules shall provide for the workday to
11 be broken at approximately mid-point by an unpaid meal period of not less than thirty
12 (30) minutes. At the discretion of the Employer, meal periods may be temporarily
13 rescheduled to meet operational requirements. Those employees who receive an
14 unpaid meal period, and are required to work or be at their work assignments and are
15 not relieved for such meal periods shall have such time treated as hours worked for the
16 purpose of computing overtime; however, nothing shall prohibit the Employer from
17 establishing or continuing an eight (8) hour work day inclusive of such meal period on a
18 regular basis. The issue of employees foregoing lunch periods or lunch periods being
19 extended beyond thirty (30) minutes shall be a proper subject for secondary
20 negotiations regardless of current practice.
21

22 In the Department of Corrections and the Huron Valley Center in the Department of
23 Community Health, management agrees to take into account unforeseen delays at
24 security checkpoints in determining the amount of time necessary to provide an
25 adequate meal break. If specific problems arise, these shall be addressed at a Local
26 Labor-Management Meeting and if not resolved, at a Departmental Labor-Management
27 Meeting.
28

29 **Section F. Rest Periods.**

30 There shall be one (1) fifteen (15) minute rest period during each four (4) hours
31 worked in a regular shift. The Employer retains the right to schedule employees' rest
32 periods and to shorten such periods to fulfill emergency operational needs. The
33 Employer may continue current practices regarding breaks taken in the course of
34 operational duties or on an irregular basis. Rest periods shall not be accumulated and,
35 when not taken, shall not be the basis for any additional pay or time off.
36

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

38 Positions for which such necessary wash-up time is authorized shall be determined
39 in secondary negotiations.
40

41 If employees are working overtime at the end of the scheduled workday, an
42 approved wash-up period shall be provided immediately prior to the end of the overtime

Article 14

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.

Section 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 a Code 2 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: (1) exempt employees; (2) Fruit and Vegetable Inspectors in the Department of Agriculture; (3) 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.

Section I. On-Call.

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

Section J. No Guarantee or Limitation.

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

Section K. Modified Work Schedules.

Nothing in this Agreement shall be construed to limit the Employer's discretion to establish, modify or abolish modified work schedules as are consistent with the program needs of the Employer and do not violate Section A above. Plans proposed by the Employer for the consideration of employees shall be provided to POAM prior to being provided to, and discussed with, employees. If the initial implementation of any proposed plan would result in a layoff of a permanent employee, such provision of the plan shall be negotiable. Eligible employees on modified work schedules shall only be entitled to overtime compensation for those authorized overtime hours in excess of forty

Article 14

1 (40) hours worked in a work week. Whenever the Employer intends to modify or abolish
2 all or part of a modified work schedule and such intent would have an adverse impact
3 on an employee(s), the Employer agrees to give fourteen (14) calendar days notice for
4 the employee to adjust personal schedules in order to comply with such modification or
5 abolishment. Any intended changes in modified work schedules will first be provided to
6 POAM and will be discussed with POAM on request; however, such changes shall not
7 be negotiable.

8
9 Where POAM believes a substantial number of employees at a work site wish to
10 consider a modified work schedule, such matter will be discussed in a Labor-
11 Management Meeting.

12
13 **Section L. Reduction in Hours.**

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

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18 **Section M. Utilization of Leave Credits and Timekeeping.**

19 Utilization of leave credits and timekeeping records shall be maintained in tenths of
20 an hour.

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23 **ARTICLE 15**
24 **OVERTIME**

25
26 **Section A. Definitions.**

- 27 1. **Exempt Employee.** An exempt employee is one who is not eligible for overtime.
28 Exempt employees are in classifications in Article 2 shown as Code 3.
29
30 2. **Eligible Employee.** An eligible employee is one who is eligible for overtime
31 compensation in accordance with Section B of this Article. Eligible employees are
32 in classifications in Article 2 shown as Code 1 or Code 2.
33
34 3. **Overtime.** Overtime is authorized work time that an eligible employee works in
35 excess of the applicable standard described in Section B. of this Article.
36
37 4. **Work Time.** Work time is defined as all hours actually spent in pay status including
38 travel time required by and at the direction of the Employer before, during or after
39 the regularly assigned work day.
40
41 5. **Work Week.** The work week shall consist of seven (7) consecutive twenty-four (24)
42 hour periods commencing at 12:01 a.m., Sunday.

Article 15

- 6. **Regular Rate.** The regular rate of pay is defined as the employee's prescribed rate per hour, including any applicable shift pay, prison ("P" rate) pay, hazard pay, on-call pay and longevity pay. 1
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- 7. **Overtime Rate.** The overtime rate shall be one and one-half (1½) times the regular rate. 5
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- 8. **Compensatory Time.** Compensatory time is authorized paid time off from work in lieu of overtime pay. Compensatory time is not charged against an employee's annual, sick or other leave bank. 8
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Section B. Eligibility for Overtime Credit. 12

The Employer agrees to compensate eligible employees in cash payment at the overtime rate under the following conditions: 13
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- 1. An employee in a classification indicated as Code 1 in Article 2 shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of eight (8) hours of work time in a day or forty (40) hours of work time in a work week or all consecutive hours in excess of eight (8). This Paragraph shall not prohibit the application of Paragraph 6. of this Section. 16
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- 2. An employee in a classification indicated as Code 2 in Article 2 shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of forty (40) hours of work time in a work week. 22
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- 3. An employee in a classification indicated as Code 1 or Code 2 in Article 2 who is on any modified work schedule shall be compensated at the overtime rate for all authorized work time in excess of their regular working day or forty (40) hours of work time in a work week. 26
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- 4. The issue of compensating an eligible employee in a classification indicated as Code 1 or Code 2 employed at an Agency/Facility in the Department of Community Health or Military and Veterans Affairs at the overtime rate for all authorized work time in excess of eight (8) hours of work time in a day or eighty (80) hours of work time in a biweekly work period, shall be a proper subject for secondary negotiations only upon mutual agreement. 31
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- 5. Employees designated as law enforcement in Article 2 shall be compensated at the overtime rate for all authorized hours of work time in excess of eighty (80) in a biweekly work period. 38
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- 6. When a Code 1 employee requests a work schedule adjustment within a work week in lieu of accumulation of overtime and the Employer agrees, such 42
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Article 15

1 adjustment shall be made as long as the employee has not worked in excess of
2 forty (40) hours in the work week. For employees covered by Paragraph 4. or
3 5. of this Section such work schedule adjustments may be made within the
4 biweekly work period.
5

6 7. An eligible employee may, by mutual agreement of the employee and the
7 Employer, receive compensatory time off at time and one-half (1½) for overtime
8 hours worked within the pay period in lieu of cash payment for such hours
9 worked.
10

11 8. An exempt employee in a classification indicated as Code 3 is not eligible for
12 overtime compensation, however, such employee shall, with supervisory
13 approval, be entitled to absences from work without charge to leave credits, in
14 accordance with current departmental practice. The Departmental Employer
15 shall certify the employee has completed the reasonable equivalent of a full
16 eighty (80) hour pay period.
17

18 **Section C. Overtime Compensation.**

19 The Employer shall make good faith effort to insure, where possible, that payment
20 for overtime worked is made the pay day of the first pay period following the biweekly
21 work period in which the overtime is worked.
22

23 **Section D. Pyramiding.**

24 Premium payment shall not be duplicated (pyramided) for the same hours worked.
25 If an employee works on a holiday, overtime compensation for the first eight (8) hours
26 worked on the holiday is due and payable only after forty (40) hours worked in a work
27 week are exceeded.
28

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

30 Current systems of accumulating and scheduling compensatory time shall continue
31 if consistent with this Article. The issues of accumulation and scheduling of
32 compensatory time for any classification covered by this Agreement will be subject to
33 secondary negotiations.
34

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

Article 15

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

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

Section F. Overtime Procedure.

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

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

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

Exceptions to the Overtime Procedure in the Department of Natural Resources:

All Forest Fire Officers hired after the Civil Service Commission's approval of this Agreement, and all Forest Fire Officers whose principal work location is changed due to a transfer or promotion taking effect after the Civil Service Commission's approval of this Agreement, must be able to report to their principal work location within 20 minutes. This 20-minute reporting requirement is defined as the ability of a Forest Fire Officer to drive to his or her principal work location within 20 minutes while obeying all traffic regulations, as verified by the officer's immediate supervisor. The 20-minute reporting requirement is only in effect during the wildfire season; defined as March 1 to October 31 in the Southern Lower Peninsula District and April 1 to October 31 in the Northern Lower Peninsula and Upper Peninsula Districts.

Forest Fire Officers hired prior to the approval of this Agreement, and those whose principal work locations do not change due to a transfer or promotion taking effect after

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1 the approval of this Agreement, are not covered by the 20-minute reporting requirement.
2 If, however, they are unable to report to their principal work location within 30 minutes,
3 they will be considered unavailable for initial attack and will not be called in for wildfires
4 occurring outside their regular work schedule unless their services are considered to be
5 needed by the Employer.
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8 **ARTICLE 16**
9 **LEAVES OF ABSENCE**

10
11 **Section A. Eligibility.**

12 1. Employees shall have the right to request a leave of absence without pay in
13 accordance with the provisions of this Article after the successful completion of their
14 initial probationary period.
15

16 2. Employees may also be eligible for a leave of absence in accordance with
17 provisions of the Family and Medical Leave Act (see Appendix B). Provisions of the
18 Act, that may run concurrent to the provisions of this Article, shall not diminish the
19 provisions of the Article.
20

21 **Section B. Request Procedure.**

22 Any request for a leave of absence without pay shall be submitted in writing by the
23 employee to the employee's immediate supervisor at least, except under emergency
24 circumstances, thirty (30) calendar days in advance of the proposed commencement of
25 the leave of absence being requested.
26

27 The Appointing Authority shall furnish a written response as follows: Requests for
28 leaves of absence not exceeding one (1) month shall be answered within ten (10)
29 working days after receipt of the request.
30

31 Requests for a leave of absence exceeding one (1) month shall be answered within
32 twenty (20) working days.
33

34 **Section C. Approval.**

35 Except as otherwise provided in this Agreement, employees may be granted the
36 privilege of a leave of absence without pay at the discretion of the Appointing Authority.
37 The Employer shall consider its operational needs, the employee's length of service,
38 performance record and leave of absence history in reviewing requests for a leave of
39 absence. Appointing Authority determinations under this Section shall not be arbitrary,
40 discriminatory or capricious.
41

42 An employee may elect to carry a balance of annual leave during a leave of
43 absence. Such leave balances shall be made available to the employee upon return

Article 16

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

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

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

Article 16

1 In addition to the operational needs of the Employer and the employee's work
2 record, the Employer in considering requests for extension will consider verifiable
3 medical information that the employee can return at the end of the extension period
4 with the ability to perform the essential job duties.
5

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

10
11 Prior to returning to work from a medical leave of absence, the employee will be
12 required to present medical certification of his/her fitness to resume performing the
13 essential job duties.
14

15 The Employer reserves the right to have the employee examined by a physician
16 selected and paid by the Employer for the employee's initial request, extension
17 and/or return to work.
18

19 When an employee with five (5) or more years of continuous service is denied a
20 medical leave of absence, a medical layoff shall be entered onto the employee's
21 employment history rather than a separation for denial of medical leave. The
22 Employer shall notify the employee in writing of his/her recall rights in accordance
23 with the provisions expressed in Section C.2. of this Article and in accordance with
24 Article 12 upon providing medical certification within two (2) years of the date of
25 denial of the employee's ability to return to their regular job responsibilities.
26

27 This option may only be exercised once. Employees recalled under this provision
28 shall not have such time treated as a break in service.
29

30 3. **Military Leave.** Whenever an employee enters into the active military service of
31 the United States, the employee shall be granted a military leave as provided under
32 Civil Service Rules and Regulations and the applicable federal statutes.
33

34 4. **Waived Rights Leave of Absence.** The employee may request a waived rights
35 leave of absence of up to one (1) year in those situations when an employee must
36 leave his/her position for reasons beyond his/her control and for which a regular
37 leave of absence is not granted. Under such requests, the privacy of the employee
38 will not be violated. Employees do not have the right to return to State service at
39 the end of a waived rights leave of absence but will have the continuous nature of
40 their service protected, provided they return to work prior to the expiration of such
41 leave. All requests for a waived rights leave of absence must be made to the
42 employee's Appointing Authority in writing specifying the reason for the request. An
43 employee granted a waived rights leave of absence may not carry any annual leave

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balance during such leave. The employee shall receive and be required to sign a written explanation containing the following statement of conditions for a waived rights leave of absence:

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

- 5. **Maternity/Paternity Leave.** Upon written request an employee shall, after the birth of his/her child, or adoption of an infant under twelve (12) months of age, be granted maternity/paternity leave for up to six (6) months. Maternity leave shall commence immediately following the mother's medical leave or upon adoption of an infant under twelve (12) months of age. Paternity leave shall commence no later than six (6) weeks following delivery or upon adoption of an infant under twelve (12) months of age. The Employer may grant an extension of such leave upon the request of the employee, based on operational needs of the Employer.

Section 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.

Section 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.

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1 2. Leave Credits. Permanent non-probationary employees shall annually receive
2 eight (8) hours of paid school participation leave to be used in accordance with
3 normal requirements for annual leave usage, provided, however, that such leave
4 may be utilized in increments of one (1) hour if requested. School participation
5 leave shall be credited to employees on each October 1, and shall not carry forward
6 beyond the fiscal year.
7

8 3. Leave Usage. Employees may use the leave to participate in any educational
9 activity including but not limited to, tutoring, field trips, classroom programs, school
10 committees, including preschool programs, and in accordance with any applicable
11 collective bargaining agreements governing the educational program.
12

13 The use of the leave is intended for active participation in school programs and not
14 for mere attendance at extra-curricular activities.
15

16 To request school participation leave, employees shall complete a School
17 Participation Leave form provided by the Employer.
18

19
20 **ARTICLE 17**
21 **PERSONNEL FILES**
22

23 Section A. General.

24 There shall be only one official personnel file maintained on each employee. Under
25 no circumstances shall an employee's medical file be contained in the employee's
26 personnel file; however, records of personnel actions based upon medical information
27 may be kept in personnel files.
28

29 Section B. Access.

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

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may charge a reasonable fee representing actual lowest cost for providing a copy of information in the personnel file.

Section 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.

Section 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.

Section 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.

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

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

1. The employee has waived the right to written notice as part of a written, signed employment application with another Employer; or

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

7 **Section G. Expunging Records.**

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

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

24 To insure strict confidentiality, medical reports and records made or obtained by the
25 Employer relating to an employee shall not be contained in nor released in conjunction
26 with the employee's personnel file. Only authorized representatives of the Employer,
27 the employee, and POAM Representatives authorized by the employee in writing, shall
28 possess or have access to such employee medical reports or records, including records
29 prepared by a private physician, rehabilitation facility, or other resource for professional
30 medical assistance.
31

32 This provision shall not prohibit the Employer from placing information in the
33 employee's medical file which reflects Employer-initiated correspondence with a medical
34 practitioner, or the employee, regarding diagnoses, prognoses, and fitness for
35 employment, or absences from work associated therewith, nor from placing copies of
36 records and reports containing conclusions by the Employer concerning the employee's
37 fitness for duty based upon proper medical records and reports. This file may be
38 reviewed by the employee and/or the employee's representative in the same fashion as
39 the personnel file.
40

41 The Employer shall not be prohibited from furnishing or otherwise releasing medical
42 records or reports made or obtained by the Employer where such release is specifically
43 required to process a grievance which involves the use or interpretation of such reports

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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.

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ARTICLE 18
LABOR-MANAGEMENT MEETINGS

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6

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

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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.

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Department or Agency Representatives are encouraged to notify POAM of administrative changes intended by the Employer, which may significantly affect employees in the Bargaining Unit and to meet with a POAM Staff Representative upon POAM'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.

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Section B. Representation.

Up to three (3) POAM Representatives shall participate in such meetings at the departmental level.

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26

It is the intent of the parties to minimize time lost from work.

27
28

Section C. Scheduling.

Departmental Labor-Management Meetings shall be scheduled upon request of either party, but not more frequently than on a quarterly basis or four (4) 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.

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

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Section D. Pay Status of POAM Representatives.

POAM 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. Overtime and travel expenses are not authorized.

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Article 18

1 **Section E. Office of the State Employer.**

2 As may be mutually agreed, representatives of the Office of the State Employer
3 may meet with representatives of POAM. Discussions at these meetings shall include,
4 but not be limited to, administration of this Agreement.
5

6 **ARTICLE 19**
7 **HEALTH AND SAFETY**
8

9 **Section A. General.**

10 The Employer, employees and POAM will cooperate in the objective of eliminating
11 safety and health hazards. The Employer will attempt to provide a safe and healthful
12 place of employment free from recognizable hazards.
13

14 It is recognized that emergency circumstances may arise, and the Departmental
15 Employer is authorized to make satisfactory arrangements for immediate protection of
16 the affected employees, patients, clients, residents, and the general public in an
17 expeditious manner.
18

19 **Section B. First Aid Equipment.**

20 First aid equipment shall be provided at appropriate locations in the work place.
21 The first aid equipment will contain appropriate supplies to handle situations that might
22 reasonably be expected to arise at that work place. The first aid equipment shall be
23 adequately maintained and checked at intervals sufficient to insure that supplies are
24 replaced and up-to-date.
25

26 **Section C. Buildings.**

27 The Employer will maintain all State-owned buildings, facilities, and equipment in
28 accordance with the specific written order(s) of the Michigan Departments of Consumer
29 and Industry Services and/or Community Health. Where facilities are leased by the
30 Employer, the Employer shall assure that such facilities comply with the order(s) of the
31 Michigan Departments of Consumer and Industry Services and/or Community Health.
32

33 **Section D. Medical Examinations.**

34 Whenever the Employer requires an employee to submit to a medical examination,
35 medical test, including x-rays, or inoculations, by a licensed medical practitioner
36 selected by the Employer, the Employer will pay the entire cost of such services not
37 covered by the current health insurance programs. Employees required to take a
38 gynecological examination and who object to the examination by a State-employed
39 doctor may be examined by a mutually approved personal physician at no loss of pay or
40 benefits to the employee. In the absence of mutual agreement, the parties will select a
41 physician from recommendations by a county or local medical society, by alternate
42 striking if necessary. All pre-employment physical plans affecting current POAM
43 members shall be submitted to POAM.

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Section E. Foot Protection.

The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the employee to purchase approved safety shoes, the allowance paid by the Employer for the purchase of required safety shoes shall be the actual cost of such shoes up to a maximum reimbursement of \$100 per fiscal year or a maximum of \$200 every two (2) fiscal years, effective October 1, 1999. Employees shall have the right to purchase such safety shoes utilizing the allowance provided therein.

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

Section F. Tools and Equipment.

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

Section G. Protective Clothing.

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

The types of apparel items to be discussed pursuant to this Subsection shall include, but not be limited to: biological, radioactive, or chemical protective clothing; seasonal protective clothing; hard hats and fire resistant clothing for operators of fire suppression vehicles; helmets, boots, gloves and abrasion resistant clothing for motorcycle operators; steel-toed boots for operators of mechanized mowers; and welding protective apparel. The issue of an armored vest is a proper subject of secondary negotiations in the Department of Natural Resources only.

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1 Section H. Safety Glasses.

2 The Employer reserves the right to require the wearing of suitable eye protection by
3 employees. In such cases, the Employer will provide such eye protection devices or, if
4 the Employer requires the employee to purchase approved safety glasses, the
5 Employer will furnish such glasses. If an employee needs corrective safety glasses, the
6 Employer shall also continue to furnish such glasses in the proper size after the
7 employee has presented the required prescription. Coverage for examinations shall be
8 in accordance with Article 31, Section E, Vision Care Insurance.
9

10 Section I. Safety Inspection.

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

25 Section J. Contagious Diseases.

26 In accordance with departmental policies, in Community Health facilities, Veteran's
27 homes, Correctional facilities, Education institutions, and FIA institutions, the Employer
28 will, when a source of possible contagion becomes known, isolate such source if
29 possible and notify the employees and the Union of the source, the possible contagion,
30 the isolation steps taken, and those further precautions which will be required to avoid
31 contagion.
32

33 The Employer shall provide necessary supplies, training and equipment for such
34 precautions. The parties recognize that an individual's rights regarding confidentiality
35 may not be violated. However, employees' right to know shall be in accordance with
36 applicable statutes.
37

38 The parties agree that the Employer and employees shall abide by the
39 recommendations of the Centers for Disease Control (CDC), and MIOSHA referencing
40 contagious diseases, and that they shall consider recommendations by the U.S.
41 Department of Health and Human Services and the U.S. Department of Labor.

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

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

Section K. Smoking.

The Employer and POAM 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 Section will be consistent with available space and other operational requirements. This Section 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 other's 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.

Section L. Health and Safety Committee.

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

The Committee shall meet if requested by either party at least quarterly at mutually agreeable times and places. Agendas will be established in advance. Minutes will be prepared for each meeting. The charge of this Committee shall be to examine statewide policy issues regarding health and safety as it affects Bargaining Unit employees. The Committee shall also make recommendations pursuant to its findings.

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1 2. The Employer agrees that when Health and Safety Committees have been
2 established by secondary negotiations, one member may be appointed by POAM and
3 will be on leave without loss of pay while at meetings of the Committee. Such
4 Committee may meet bimonthly at the request of either party for the purpose of
5 identifying and correcting unsafe or unhealthy working conditions which may exist.
6 Items to be included on the agenda for such meetings must be submitted at least seven
7 (7) calendar days in advance of scheduled meeting dates. Where no items are timely
8 submitted, no such meetings shall be held.

9
10 When the Employer introduces new personal protective apparel or extends the use
11 of protective apparel to new work areas or issues new rules relating to the use of
12 protective apparel, the matter will be discussed at the first feasible meeting of the Health
13 and Safety Committee.

14
15 Advice of the Health and Safety Committee, together with supporting suggestions,
16 recommendations, and reasons shall be submitted to the Appointing Authority or his/her
17 designee for consideration, and for such action as may be deemed necessary.

18
19 **Section M. Compliance Limitations.**

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

28
29 **Section N. Safety Evacuation Plans.**

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

32
33 **Section O. Obligation of POAM and Employees.**

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

37
38 **Section P. Employee Service Program.**

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

Article 19

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

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

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

POAM agrees to make a good faith effort to have Stewards attend training sessions sponsored by the Employee Service Program. The Employer agrees that Stewards scheduled for such training shall be permitted time off from regularly scheduled work activities without loss of pay.

Section Q. Drug and Alcohol Testing.

1. Testing.

The Employer may require an employee to submit to urinalysis drug screening or alcohol breath testing under the circumstances set forth below in Subsections a through e.

An employee may refuse to submit to a drug screening or alcohol test. However, the employee shall be warned that such refusal constitutes grounds for discipline equivalent to that imposed for a positive test result, and then allowed an opportunity to submit to the testing as though the employee had originally complied with the order.

a. Preappointment Testing: An employee not occupying a test-designated position shall submit to a urinalysis drug screening if the employee is selected for a test-designated position. The employee shall not perform any duties of a test-designated position until the employee has submitted to and passed a drug screening. If the employee fails or refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample, the employee shall not be appointed or otherwise placed in the test-designated position and will be ineligible for appointment to or placement in a test-designated position for a period of three years. Also, the employee may be disciplined if the employee fails a drug test, refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample.

b. Random Testing: An employee in a test-designated position may be selected at random from a pool comprised of test-designated positions covered by this agreement. The number of urinalysis drug screenings performed at random each

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1 calendar year may not exceed a number equal to 15% of the number of test-
2 designated positions in the pool. The number of alcohol breath tests performed
3 at random each calendar year may not exceed a number equal to 15% of the
4 number of test-designated positions in the pool.
5

6 **c. Reasonable Suspicion Testing:** An employee may be required to submit to
7 urinalysis drug screening or alcohol breath testing based on reasonable suspicion.
8 Reasonable suspicion means a belief, drawn from specific objective facts and
9 reasonable inferences drawn from those facts in light of experience, that an
10 employee is using or may have used drugs or alcohol in violation of this Agreement
11 or a departmental work rule. By way of example only, reasonable suspicion may be
12 based upon any of the following:
13

- 14 (1) Observable phenomena, such as direct observation of drug or alcohol use
15 or the physical symptoms or manifestations of being impaired by, or under
16 the influence of a drug or alcohol.
17
- 18 (2) A report of on-duty or sufficiently recent off-duty drug or alcohol use
19 provided by a credible source.
20
- 21 (3) Evidence that an individual has tampered with a drug test or alcohol test
22 during employment with the State of Michigan.
23
- 24 (4) Evidence that an employee is involved in the use, possession, sale,
25 solicitation, or transfer of drugs or alcohol while on duty, while on the
26 employer's premises, or while operating the Employer's vehicle (or
27 approved use of a personal vehicle), machinery, or equipment.
28

29 The basis of support for the reasonable suspicion drug screening or alcohol test will
30 be documented by a trained supervisor. An employee shall not be required to
31 submit to a reasonable suspicion drug screening or alcohol test without the
32 individualized expressed approval of the Employer designated drug and alcohol
33 testing coordinator (DATC) or his/her designee.
34

35 **d. Post Accident Testing:** An employee in a test-designated position shall submit
36 to a drug test or an alcohol test if there is evidence that the employee in the test-
37 designated position may have caused or contributed to a serious work accident. A
38 serious work accident is defined as an on-duty accident resulting in death, or
39 serious personal injury requiring immediate medical treatment, that arises out of
40 any of the following:
41

- 42 (1) The operation of a motor vehicle.

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- (2) The discharge of a firearm. 1
- (3) A physical confrontation. 2
- (4) The provision of direct health care services. 3
- (5) The handling of dangerous or hazardous materials. 4

e. **Follow-up Testing:** An employee shall submit to unscheduled follow-up drug and/or alcohol testing if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a preappointment drug test, or was disciplined for violating the provisions of this Agreement and Employer work rules. 5

The Employer may require an employee who is subject to follow-up testing to submit to no more than six unscheduled drug or alcohol tests within any twelve month period. 6

2. **Test-Designated Positions.** For purposes of this Section, a test-designated position is: 7

- 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. 8
- b. A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty. 9
- 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. 10
- d. A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees. 11
- e. A position in which the incumbent has unsupervised access to controlled substances. 12
- f. A position in which the incumbent is responsible for handling or using hazardous or explosive materials. 13

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1 Additional test-designated positions in other classifications whose duties are
2 not as provided in Subsections a through f above may be subject to the provisions
3 of this Article pursuant to secondary negotiations.
4

5 New classifications, or levels added to existing classifications, may include
6 duties consistent with those identified for test-designated positions in Subsections a
7 through f above. The Employer shall meet with the Union to review the new
8 classification or level prior to requiring an employee in the new class to submit to
9 testing under this Section.
10

11 **3. Drug and Alcohol Testing Protocol.**

12
13 a. **Protocol.** The Employer will adopt the U.S. Department of Health and Human
14 Services Mandatory Guidelines for Federal Workplace Drug Testing Programs
15 as the protocol for drug testing and the U.S. Department of Transportation
16 Procedures for Transportation Workplace Drug and Alcohol Testing Programs
17 for alcohol testing.
18

19 After adoption of the protocol, and its implementation, the protocol shall not be
20 subject to change except by mutual agreement of the parties and approval by
21 the Civil Service Commission.
22

23 b. **Definitions.** The parties agree to incorporate in this Agreement the definitions
24 contained in the U.S. Department of Health and Human Services Mandatory
25 Guidelines for Federal Workplace Drug Testing Programs, as may be
26 amended, and in the U.S. Department of Transportation Procedures for
27 Transportation Workplace Drug and Alcohol Testing, as may be amended.
28

29 **4. Union Representation.**

30
31 Employees may confer with an available Union representative on site (if available
32 on site), or through a telephone conference, whenever an employee is directed to
33 submit to a reasonable suspicion alcohol or drug test, provided such contact will not
34 unreasonably delay the testing process.
35

36 **5. Review Committee for Drug and Alcohol Testing.**

37
38 A committee consisting of up to three (3) representatives of the Association and up
39 to three (3) representatives of the Employer shall meet prior to the implementation
40 of the drug and alcohol testing program to review and discuss the testing
41 procedures, collection methods, quality assurance, and other matters pertaining to
42 the operation of the testing program. The review committee will also meet, upon
43 request of either party, to review testing data and discuss problems related to the

Article 19

administration of the testing program. The committee's recommendations, if any, will be submitted to the Employer for its consideration.

6. Required Treatment.

In the event of a positive test, and in the further event that a sanction less than discharge is imposed, the employee shall be referred to a substance abuse professional for assessment and, if necessary, treatment.

7. Self-reporting.

An employee who voluntarily discloses to the Employer a problem with drugs 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 Agreement or a department work rule.
- b. For preappointment testing, follow-up testing, and random testing, before the employee is notified he/she has been selected to submit to a drug test or alcohol test.
- c. For post-accident testing, before the occurrence of any accident that results in post-accident testing.

After self-reporting, the Employer shall permit the employee an immediate leave of absence, subject to the provisions of Article 16, Leaves of Absence Without Pay, 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 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.

An employee may take advantage of this provision no more 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.

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ARTICLE 20
PROBATIONARY EMPLOYEES

Section A. Definition.

1. An initial probationary employee shall be an employee who has not been certified as having satisfactorily completed the initial probationary employment period as required by the Civil Service Rules and Regulations.

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

3. A probationary employee who is being given a less-than-satisfactory service rating shall be entitled, upon request, to the presence of a Union Representative at the disciplinary conference.

Section 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.

Section 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 21
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 Civil Service Rules and Regulations 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 ten (10) work days.

3. That the employee keep the Appointing Authority informed of contemplated changes in supplemental employment.

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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 Rules or Regulations 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 Rules or Regulations and/or failure to provide prior notification of supplemental employment to the Employer.

ARTICLE 22
NON-DISCRIMINATION/SEXUAL HARASSMENT

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

POAM agrees to continue its policy to admit all persons otherwise eligible to membership and to represent all members without regard to race, creed, color, national origin, sex, age, disability, ancestry, height, weight, marital status, religion, partisan considerations or political belief.

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

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

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

- A. Repeated or continuous conduct which is sexually degrading or demeaning to another person.

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

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

ARTICLE 23
OPERATION OF STATE MOTOR VEHICLES

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

A. General.

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

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

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

B. Commercial Drivers License.

The parties agree that under Act 346 of 1988 certain Bargaining Unit 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:

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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. 1
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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. 5
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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. 11
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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. 15
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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. 19
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6. Employees who fail to obtain, or retain, a CDL may be subject to removal from their positions. Employees who fail required tests may seek a 90-day extension of their current license, during which the Employer will retain the employee in their current, or equivalent position. The Employer shall not be responsible for any fees associated with such extensions. At the end of the 90-day extension, if the employee fails to pass all required tests, the employee may be reassigned at the Employer's discretion, in accordance with applicable contractual provisions, to an available position not requiring a CDL for which the employee is qualified, or, if no position is available the employee will be laid off without bumping rights and will be placed on the departmental recall list, subject to recall in accordance with the Agreement. Those employees not choosing to extend their license for the 90 day period will be removed from their positions at the expiration of their current license and may be reassigned at the Employer's discretion, in accordance with applicable contractual provisions, to an available position not requiring a CDL for which the employee qualifies, or, if no position is available they will be laid off without bumping rights and will be placed on the departmental recall list. 23
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7. Employees required to obtain a medical certification of fitness shall have the "Examination to Determine Physical Condition of Drivers" form filed in their medical file. A copy of the "Medical Examiners Certificate" shall be filed in their 41
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Article 23

1 personnel file. The Employer agrees to pay for the examination and to grant
2 administrative leave for the time necessary to complete the examination.
3

4 When the Employer evaluates sick leave usage, the Employer will take into
5 consideration that certain employees may have been absent on approved sick leave as
6 a result of 1) failing to pass their physical examination, or 2) advice by a physician that
7 prescribed medication will adversely impact on their ability to perform safety sensitive
8 functions. Any counseling/disciplinary actions based on the employee's overall record
9 will normally exclude this (these) absence(s).
10

11 This Section shall not apply to non-employees who may be required to have the
12 CDL as a condition of employment, nor to employees whose license is suspended or
13 revoked.
14

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

17 The Omnibus Transportation Employees Testing Act of 1991 (Act) and its
18 implementing regulations provides that employees subject to performing safety sensitive
19 functions, as defined by the Act and/or accompanying regulations, are subject to pre-
20 employment, random, post-accident, reasonable suspicion, return-to-duty and follow-up
21 drug and/or alcohol testing. The parties agree that to protect the safety of employees
22 and the public, the workplace should be free from the risks posed by using controlled
23 substances and alcohol.
24

25 The parties further recognize that the abuse of alcohol and controlled substances is
26 a treatable illness and the parties will make reasonable efforts to provide assistance to
27 employees in need of help prior to required testing under the Act. An employee service
28 program is currently available to employees with personal problems, including those
29 associated with alcohol and a controlled substance use.
30

31 **1. Self-Identification.**

32 Both the Employer and the Union will encourage employees to seek professional
33 assistance whenever necessary. An employee who voluntarily discloses a problem with
34 use of a controlled substance or alcohol abuse shall not be disciplined for such
35 disclosure, provided the employee discloses the problem before the occurrence of any
36 of the following:
37

- 38 (a) For reasonable suspicion testing, before the occurrence of an event that gives
39 rise to reasonable suspicion that the employee has violated this Agreement or
40 a department work rule.
41
- 42 (b) For preappointment testing, follow-up testing, and random testing, before the
43 employee is selected to submit to a drug test or alcohol test.

Article 23

(c) For post-accident testing, before the occurrence of any accident that results in post-accident testing. 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.

An employee may take advantage of this provision no more than two times while employed in the classified service. An employee self-identifying is not excused from any subsequent drug or alcohol test or from otherwise complying in full with this Article. An employee making a report remains subject to all drug and alcohol testing requirements after making a report and may be disciplined as a result of any subsequent drug or alcohol test, including a follow-up test.

2. Education and Training.

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

3. Pay Status of Employees.

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

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

4. Availability for Unscheduled Work Assignment.

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

5. Union Representation.

Employees may confer with an available Union Representative onsite (if available on-site), or a co-worker onsite (if available on-site), or through a telephone conference, whenever an employee is directed to submit to a reasonable suspicion alcohol or

Article 23

1 controlled substance test, provided such contact will not unreasonably delay the testing
2 process.
3

4 **6. Documentation for Reasonable Suspicion Testing.**

5 The Employer will utilize the current form, as may be amended for describing the
6 observations concerning the appearance, behavior, speech or body odors of the
7 employee that were made by the supervisor (and witness, if any), and communicated to
8 the Departmental Drug/Alcohol Testing Coordinator (DATC) or designee, which gave
9 reason for reasonable suspicion testing of the employee.
10

11 **7. Reasonable Suspicion Testing.**

12 An employee may be required to submit to urinalysis drug screening or alcohol
13 breath testing based on reasonable suspicion in accordance with the act. In addition,
14 an employee may be subject to reasonable suspicion testing as provided below, when
15 there is a belief, drawn from specific objective facts and reasonable inferences drawn
16 from those facts in light of experience, that an employee is using or may have used
17 drugs or alcohol in violation of the provisions of this article or a departmental work rule.
18

19 By way of example only, reasonable suspicion may be based upon any of the
20 following:
21

- 22 (a) Observable phenomena, such as direct observation of drug or alcohol use or
23 the physical symptoms or manifestations of being impaired by, or under the
24 influence of, a drug or alcohol.
25
- 26 (b) A report of on-duty or sufficiently recent off-duty drug or alcohol use provided
27 by a credible source.
28
- 29 (c) Evidence that an individual has tampered with a drug test or alcohol test during
30 employment with the State of Michigan.
31
- 32 (d) Evidence that an employee is involved in the use, possession, sale, solicitation,
33 or transfer of drugs or alcohol while on duty, while on the employer's premises,
34 or while operating a vehicle, machinery, or equipment while on duty.
35

36 The basis of support for the reasonable suspicion drug screening or alcohol test will
37 be documented by a trained supervisor. An employee shall not be required to submit to
38 a reasonable suspicion drug screening or alcohol test without the individualized
39 expressed approval of the Employer designated DATC or his/her designee.
40

41 **8. Post Accident Testing.**

42 Employees covered by the act shall submit to post-accident testing in accordance
43 with the provisions of the act. In addition, such employees shall submit to a drug test or

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alcohol test in accordance with the provisions of this Section, if there is evidence that the employee may have caused or contributed to a serious work accident. A serious work accident is defined as an on-duty accident resulting in death, or serious personal injury requiring immediate medical treatment, that arises out of any of the following:

- (a) The operation of a motor vehicle.
- (b) The discharge of a firearm.
- (c) A physical confrontation.
- (d) The handling of dangerous or hazardous materials such as explosive or toxic products which could cause immediate serious physical injury or death to the employee, other employees, or the public.

9. Alternative Duty Assignment.

When the prescribing physician determines that an employee should not be assigned 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.

10. 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.

11. 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).

12. 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

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1 violate the employee's right to privacy by contacting the attending physician without
2 specific written authorization.

3
4 An employee who reports for duty or remains on duty requiring the performance of
5 safety sensitive functions while using any controlled substance pursuant to the
6 instructions of a physician who has advised the driver that the medication does not
7 adversely effect the driver's ability to safely operate a commercial motor vehicle, shall
8 furnish the Employer with the following physician statement prior to the performance of
9 any safety sensitive functions.

10
11 **PHYSICIAN STATEMENT**

12 **DATE:** _____

13
14 My patient, _____, is currently taking prescription
15 medication which contains a controlled substance as defined by Schedules I through V
16 in 21 U.S.C. 802 as revised.

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

22
23 **DOES** _____ **DOES NOT** _____ (check appropriate response)
24 adversely affect my patient's ability to safely operate a commercial motor vehicle or
25 perform other safety sensitive functions.

26
27 Signed by Prescribing Physician _____
28 Physician's Name Printed or Typed _____

29
30
31 **ARTICLE 24**

32 **POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS**

33
34 **Section A. Position Descriptions.**

35 The duties, tasks, activities, and responsibilities of a position shall be those
36 assigned by the Employer. All or substantially all of such duties shall be reduced to
37 writing and reported on a position description form by the Employer. The position
38 description form shall be regarded as the official position description for the position. As
39 a convenience to the Employer, composite position descriptions may be similarly
40 established by the Employer.

41
42 Except as may be specifically indicated to the contrary on the employee's official
43 position description, or as otherwise provided in this Agreement, such position

Article 24

description shall not be interpreted to diminish or abridge, in any way, the Employer's right to assign an employee to different work sites, and different work locations, including non-State work locations, or to perform assigned duties under the direction and supervision of authorities other than the employee's own Appointing Authority.

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

Section 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 POAM to discuss and review the impact of such requirement. Such conference shall be conducted in accordance with Article 18 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.

Section C. Change in Education Requirement.

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.

Section 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.

Article 24

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

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

- 5
6 a. Be directed by the Employer to perform the duties and assume the
7 responsibilities of a different classification and/or level; and
8
9 b. Actually perform all or substantially all of the duties and responsibilities which
10 distinguish the classification and determine its level; and
11
12 c. Perform duties and responsibilities not provided for in his/her regular
13 classification and/or level.
14

15 2. **Payment.** An employee temporarily assigned to a classification in an equal or
16 lower pay range than his/her permanent classification shall be paid his/her regular
17 rate of pay. If the employee is temporarily assigned to a classification having a
18 higher pay range than his/her permanent classification, the employee shall be paid
19 as if he/she had received a promotion into such higher pay range, and shall be paid
20 at the lowest salary step in the range for the higher class which provides a salary
21 increase which is not less than the difference between the minimum and the first
22 step in the range for the lower class involved.
23

24 3. **Payment Due.** For temporary assignments totaling more than ten (10) consecutive
25 full days of actual work, the Employer agrees to pay the employee the higher rate
26 as set forth in Section 2. immediately above for the full time of such assignment(s),
27 commencing with the first day of the employee's assignment. For the purpose of
28 calculation, any temporary assignment of less than one full day shall not be
29 considered an assignment to another classification. An employee shall not be
30 assigned to temporarily work out of class for more than one ten (10) consecutive
31 day period per calendar year, without being compensated at the appropriate higher
32 rate for the full extent of the second or subsequent assignment(s).
33

34 4. **Limitations.**

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

Article 24

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 twenty six (26) pay periods, 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.

For longer term (26 pay periods or more) appointments, it is the intent that a temporary appointment be made.

ARTICLE 25
MISCELLANEOUS

Section 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 18.

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 Agreement the Employer may continue to require and alter uniforms, insignia, and/or protective apparel in a manner which does not violate this

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1 Agreement or any concurrent secondary agreement. Uniforms will be in good condition
2 and must be kept clean and in good condition.
3

4 In those instances where the Employer requires trainees to appear in uniform at the
5 commencement of training, the Employer will reimburse the trainee for the actual cost of
6 such uniform not to exceed a total of \$40.00 upon satisfactory completion of the
7 required training program. No reimbursement shall be made for gym shoes, athletic
8 apparel or other clothing not part of a required uniform.
9

10 The Employer agrees that those furnished uniforms which require dry cleaning will
11 be cleaned at the Employer's expense in accordance with current practices or as
12 provided in current secondary agreements, or as agreed in secondary negotiations.
13

14 Effective October 1, 1999, Motor Carrier Officers who are required to wear a
15 uniform shall receive \$225.00 twice a year, or when administratively possible, the yearly
16 amount may be paid on a biweekly basis.
17

18 Any allowance paid to an employee will be prorated by the number of completed full
19 pay periods the employee is in the Bargaining Unit during the previous qualifying period.
20 Any full pay period that an employee is on Workers' Compensation shall be excluded.
21 Allowances described above shall not be subject to secondary negotiations.
22

23 The issue of compensation for time spent changing by employees who are required
24 by the Employer to change into and out of uniforms at the work site shall be a proper
25 subject for secondary negotiations.
26

27 **Section B. Grooming and Attire.**

28 The Employer and POAM agree that employees have an obligation to maintain
29 reasonable grooming and attire standards which bear a reasonable relationship to their
30 work.
31

32 The Employer will not be arbitrary or capricious when requiring any employee to
33 conform to any standards.
34

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

36 All claims and/or disputes involving theft, loss or damage to personal items shall be
37 resolved exclusively in accordance with the provisions of the Michigan Administrative
38 Manual Procedure 0620.02, issued January 6, 1997, or as amended and shall not be
39 subject to the grievance procedure.
40

41 **Section D. Storage Space.**

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

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through the Labor-Management Meeting 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.

Section 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 POAM 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 employees with disabilities parking at State-owned and/or operated parking facilities in accordance with Part 4 of the Building Code -- Barrier Free Design Rules. Such parking shall be provided at the standard cost assessed to other employees, if any. In addition, the Employer agrees to meet with the Union upon request to discuss alternate methods of providing additional parking for certified permanent disabled employees when legitimate demands surpass available space.

Section F. Lounge and/or Eating Areas.

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

Section G. Tuition Reimbursement.

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

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

7
8 Tuition reimbursement shall not be made unless the course pertains to the
9 employee's current occupation or occupations in the employee's current Bargaining Unit
10 and Department. No employee shall receive reimbursement for more than one course
11 in any one semester or term.

12
13 The procedures to be used for application, approval and verification of successful
14 completion shall be established by Departments. The Employer agrees that any system
15 adopted will attempt to treat similarly situated employees fairly.

16
17 The provisions of this Section shall not apply in those cases where the Employer
18 requires employees to take a course(s) as part of their assigned duties.

19
20 Other tuition refund or education assistance programs conducted or initiated by
21 Departments may continue in accordance with departmental policies and shall not be
22 subject to this Section or negotiable under this Agreement.

23
24 **Section H. Legal Services.**

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

33
34 No legal services shall be required in connection with prosecution of a criminal suit
35 against an employee. However, when a criminal action is commenced against an
36 officer or employee of a State Agency based upon the conduct of the officer or the
37 employee in the course of employment, the State Agency will pay for, engage, or furnish
38 the services of an attorney to advise the officer or the employee as to the action, and to
39 appear for and represent the officer or the employee in the action, if the Employer has
40 no basis to believe that the alleged conduct occurred outside the course of employment
41 and no basis to believe the alleged conduct was not within the scope of the authority
42 delegated to the officer or the employee. The determination of the officer's or the

Article 25

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.

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

Section I. Professional Fees and Subscriptions.

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

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

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

Section J. Leave of Absence with Pay.

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

Section K. Jury Duty.

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

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

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1 An employee on the afternoon or night shift who elects to receive administrative
2 leave in accordance with this Section shall have his/her shift changed to days during the
3 duration of the jury duty obligation.
4

5 To receive administrative leave for jury duty an employee must:
6

- 7 1. Promptly provide a copy of the jury duty summons to his/her supervisor.
8
- 9 2. Notify the supervisor of the jury duty schedule on a daily basis at or before the
10 beginning of the employee's scheduled work day in accordance with
11 departmental procedures regarding reporting of absences.
- 12 3. Certify, in writing, each period of time actually served as a juror for which
13 administrative leave is requested.
14
- 15 4. Submit the jury duty paycheck stub as soon as it is received together with a
16 payment equal to the jury duty pay in accordance with departmental
17 procedures.
18

19 Travel allowances paid to the employee by the court may be retained as they are
20 not considered jury duty pay. Employees shall not be permitted to use a State vehicle
21 for travel connected with jury duty and shall not be reimbursed by the Appointing
22 Authority for travel allowances.
23

24 An employee requested or subpoenaed to appear before a court as a witness for
25 the People is entitled to administrative leave (time off with full pay) provided that the
26 employee certifies in writing the period of time of such appearance and for which such
27 administrative leave is requested. Employees must reimburse the Department for any
28 witness fees received, up to the amount of their salary, and for any travel expenses
29 allowed by the court. Employees will be reimbursed for any travel expenses in
30 accordance with State Standardized Travel Regulations.
31

32 If an employee is subpoenaed as a witness or appears in court in any capacity
33 other than as a witness for the People, he/she will not be considered as being on duty,
34 nor will administrative leave be granted. Any authorized absence shall be charged to
35 annual leave and the employee may retain any expenses or monies received from the
36 court.
37

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

Article 25

Section L. Meals Without Charge.

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

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

Section M. Staffing.

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

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

The parties agree that a proper subject in Labor-Management Meetings is criteria for staffing ratios and reasonable production standards. The parties agree further to seek opportunities for cooperative approaches to legislative bodies to accomplish necessary staffing.

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

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

Article 25

1 The Employer and the Union agree to jointly explore sources for funding for job
2 retraining programs for laid off employees.
3

4 Section O. Wage Assignments and Garnishments.

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

15 Section P. Printing of the Agreement.

16 The Employer and POAM shall jointly proof this Agreement against the tentative
17 Agreement ratified by the parties and approved by the Civil Service Commission and
18 shall agree upon a common cover color and format prior to final printing and distribution.
19 The Agreement may be printed by the Department of Management and Budget
20 Reproduction Services. The Employer shall be responsible for the cost of its own
21 copies of this Agreement. POAM shall be responsible for the cost of its own copies and
22 copies to be provided to employees in the Bargaining Unit. A copy of this Agreement
23 shall be available to be consulted by an employee upon request in the office of every
24 supervisor of employees covered by this Agreement.
25

26 Section Q. Effect of Civil Service Commission Rules and Compensation Plan.

27 The parties recognize that, except as otherwise provided in this Agreement, they
28 are subject to the current Civil Service Rules and Regulations and Compensation Plan
29 of the Michigan Civil Service Commission. The parties therefore adopt and incorporate
30 herein such Rules and provisions of the Compensation Plan provided that the subject
31 matter of such Rules and Compensation Plan is not covered in this Agreement.
32

33 If the subject matter of any such Rule or provision of the Compensation Plan
34 regarding a proper subject of bargaining is addressed in this Agreement, the provisions
35 of this Agreement shall govern entirely.
36

37 Where any provision of this Agreement is in conflict with any current Commission
38 Rule or provision of the Compensation Plan regarding a proper subject of bargaining,
39 the parties will regard Commission approval of this Agreement, without exception, as an
40 expression of policy by the Commission that the parties are to be governed by the
41 provisions of this Agreement.

Article 25

Section R. Severability.

In the event that any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

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ARTICLE 26
COMPENSATION POLICY UNDER CONDITIONS
OF GENERAL EMERGENCY

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Section 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.

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Section 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.

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Section 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.

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Section 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.

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Article 26

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

5
6 **Section E. Additional Timekeeping Procedures.**

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

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

19
20 Employees who suffer lost time as the result of the application of this policy shall
21 receive credit for a completed biweekly work period for all other purposes.

22
23
24 **ARTICLE 27**
25 **MOVING EXPENSES**

26
27 **Section A. Persons Covered.**

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

34
35 **Section B. By Commercial Mover.**

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

- 39
40 1. **Household Goods:** Includes all furniture, personal effects and property used in a
41 dwelling, and normal equipment and supplies used to maintain the dwelling except
42 automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motor
43 cycles, snowmobiles, explosives, or property liable to impregnate or otherwise

Article 27

damage the mover's equipment, perishable foodstuffs subject to spoilage, building materials, fuel or other similar non-household good items.

2. **Packing:** The State will pay up to \$600 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.

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

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

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

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

Section C. Mobile Homes.

The State will pay the reasonable actual cost for moving a mobile home if it is the employee's domicile, plus a maximum \$500 allowance for blocking, unblocking, securing contents or expando units, installing or 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 the transportation cost, escort service when required by a governmental unit, special lighting permits, tolls or surcharges. "Actual Moving Cost" does not include the moving of oil tanks, out buildings, swing sets, etc. that cannot be dismantled and secured inside the mobile home.

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

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

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1 Section D. Storage of Household Goods.

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

5
6 Section E. Temporary Travel Expense.

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

13
14 Section F. To Secure Housing.

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

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20
21 **ARTICLE 28**
22 **PAID ANNUAL LEAVE**

23
24 Section A. Initial Leave.

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

30
31 Section B. Allowance.

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

37 **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.

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Section C. Additional Allowance.

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

ADDITIONAL ALLOWANCE TABLE

<u>Service Credit</u>	=	<u>Annual Leave</u>
5-10 yrs.(10,400- 20,799 hrs.)	=	5.3 hrs./80 hrs.serv.
0-15 yrs.(20,800- 31,199 hrs.)	=	5.9 hrs./80 hrs.serv.
15-20 yrs.(31,200- 41,599 hrs.)	=	6.5 hrs./80 hrs.serv.
20-25 yrs.(41,600- 51,999 hrs.)	=	7.1 hrs./80 hrs.serv.
25-30 yrs.(52,000- 62,399 hrs.)	=	7.7 hrs./80 hrs.serv.
30-35 yrs.(62,400- 72,799 hrs.)	=	8.4 hrs./80 hrs.serv.
35-40 yrs.(72,800- 83,199 hrs.)	=	9.0 hrs./80 hrs.serv.
40-45 yrs.(83,200- 93,599 hrs.)	=	9.6 hrs./80 hrs.serv.
45-50 yrs.(93,600-103,999 hrs.)	=	10.2 hrs./80 hrs.serv.
etc.		

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

Section D. Crediting.

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

Article 28

1 reinstatement by means of paid time off work or forfeited. If the employee separates
2 from employment for any reason during that one (1) year grace period, no more than
3 the allowable cap of unused annual leave shall be paid off.
4

5 **Section E. Transfer and Payoff.**

6 Employees who voluntarily transfer from one State Department to another shall be
7 paid off at their current rate of pay for their unused annual leave. However, the
8 employee may elect, in writing, to transfer up to eighty hours of accumulated annual
9 leave. Annual leave in excess of eighty hours, up to the maximum may be transferred
10 with the approval of the Departmental Employer to whose service the employee
11 transfers.
12

13 Employees who separate after completion of the initial 720 hours of service shall be
14 paid at their current hourly rate for the balance of their unused annual leave.
15

16 **Section F. Annual Leave Cap.**

17 The cap on annual leave accumulation shall remain at 300 hours in accordance
18 with the schedule below. No annual leave in excess of 240 hours shall be included in
19 final average compensation for the purpose of calculating retirement benefits.
20

21 ANNUAL LEAVE ACCUMULATION SCHEDULE

22	<u>Years</u>	<u>Accrual</u>	<u>Accumulation Cap</u>
23	1 - 5	4.7	240
24	5 - 10	5.3	255
25	10 - 15	5.9	270
26	15 - 20	6.5	285
27	20 - 25	7.1	290
28	25 - 30	7.7	300
29	30 - 35	8.4	300
30	etc.		

31
32 **Section G. Utilization.**

33 An employee may charge absence to annual leave only with the prior approval of
34 the Employer. Annual leave shall not be credited or used in anticipation of future leave
35 credits. In the absence of sufficient leave credits, payroll deductions (lost time) shall be
36 made for the work period in which the absence occurred.
37

38 **Section H. Scheduling.**

39 Consistent with the operational needs of the Employer, annual leave may be
40 granted at such times during the year as requested by the employee. Annual leave will
41 only be authorized up to the maximum amount of annual leave credits in an employee's
42 account prior to the initial date of the annual leave. Employees may not take annual
43 leave without the Employer's prior approval. Barring an annual leave request for a

Article 28

special or an unusual travel plan, annual leave may be limited to two (2) calendar weeks in order to accommodate as many annual leave requests for the same period or season or to comply with the operational needs of the Employer. Any holiday recognized in this Agreement which occurs during a requested annual leave period will not be charged as annual leave time. Formal systems of scheduling vacations and the duration of such vacations will, upon request, be negotiated at the secondary level.

Section I. Conversion to Sick Leave.

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

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

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

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

Section J. Annual Leave Buy Back.

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

Section K. Annual Leave Freeze.

An employee separated by reason of layoff may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the

Article 28

1 employee elects to be paid off for the balance or until the employee's recall rights
2 expire, whichever occurs first. Payoff shall be at the employee's last rate of pay. No
3 annual leave payoff shall occur for a temporary layoff of less than twenty consecutive
4 calendar days.

5
6 An employee may elect to freeze annual leave up to the accrued balance during a
7 leave of absence by providing written notice of such intent to the Employer at the
8 commencement of the leave of absence. Payment for annual leave due an employee
9 who fails to return from a leave of absence shall be at the employee's last rate of pay
10 prior to the leave.

11
12 **Section L. Personal Leave Days.**

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

23
24 **Section M. Voluntary Donation of Annual Leave.**

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

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

- 29
- 30 a. The receiving employee has successfully completed his/her initial probationary
31 period and faces financial hardship (a loss of pay of 40 hours or more) due to
32 serious injury or the prolonged illness of the employee or his/her dependent
33 spouse, child or parent.
 - 34
 - 35 b. The receiving employee has exhausted all leave credits.
 - 36
 - 37 c. The receiving employee's absence has been approved.
 - 38
 - 39 d. The employee is not eligible for or receiving LTD (except for the qualifying
40 period), or Workers' Compensation benefits.
 - 41
 - 42 e. An employee may receive a maximum of thirty (30) work days by direct transfer
43 of annual leave from POAM employees.

Article 28

2. The Right to Donate Annual Leave Hours. 1
a. Annual leave donations must be for a minimum of eight (8) hours and a 2
maximum of forty (40) hours annually and donations shall be in whole hour 3
increments. 4
b. Employee donations are irrevocable. 5
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ARTICLE 29
PAID SICK LEAVE 8
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Section A. Allowance. 11

Every permanent employee covered by this Agreement shall be credited with four 12
(4) hours of paid sick leave for each completed eighty (80) hours of service. Paid 13
service in excess of eighty (80) hours in a biweekly work period shall not be counted. 14
15

Sick leave shall be credited at the end of the biweekly work period in which eighty 16
(80) hours of service is completed. Sick leave shall be considered as available for use 17
only in pay periods subsequent to the biweekly work period in which it is earned. When 18
service credits (hours in pay status) do not total eighty (80) hours in a biweekly work 19
period, the balance is forwarded to subsequent biweekly work periods. 20
21
22

Sick leave shall not be allowed in advance of being earned. If an employee has 23
insufficient sick leave credits to cover a period of absence, no allowance for sick leave 24
shall be posted in advance or in anticipation of future leave credits. In the absence of 25
sick or annual leave credits, payroll deduction (lost time) for the time lost shall be made 26
for the work period in which the absence occurred. The employee may elect not to use 27
annual leave to cover such absence. 28
29

Section B. Utilization. 30

Any utilization of sick leave allowance by an employee must have the approval of 31
the Appointing Authority. 32
33

Sick leave may be utilized by an employee in the event of illness, injury, temporary 34
disability, or exposure to contagious disease endangering others, or for illness, or injury 35
in the immediate family which necessitates absence from work. "Immediate family" in 36
such cases means the employee's spouse, children, parents, grandparents or foster 37
parents, parents-in-law, brothers, sisters, and any persons for whose financial or 38
physical care the employee is principally responsible. Sick leave may be used for 39
absence caused by the attendance at the funeral of a relative, or person for whose 40
financial or physical care the employee has been principally responsible. 41

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

4
5 **Section C. Disability Payment.**

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

12
13 **Section D. Accumulation and Payoff.**

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

16
17 An employee who separates from the State classified service for retirement
18 purposes in accordance with the provisions of a State retirement act shall be paid for
19 fifty percent (50%) of unused accumulated sick leave as of the effective date of
20 separation at the employee's final regular rate of pay, by the Agency from which the
21 employee retires.

22
23 In case of the death of an employee, payment of fifty percent (50%) of unused
24 accumulated sick leave shall be made to the beneficiary or estate by the Agency which
25 last employed the deceased employee at the employee's final regular rate of pay.

26
27 Upon separation from the State classified service for any reason other than
28 retirement or death, the employee shall be paid for a percentage of unused
29 accumulated sick leave in accordance with the following table of values. Payment shall
30 be made at the employee's final regular rate of pay by the Agency from which the
31 employee separates:

32
33

<u>Sick Leave Balance - Hours</u>	<u>Percentage Paid</u>
34 Less than 104	0
35 104 - 208	10
36 209 - 416	20
37 417 - 624	30
38 625 - 832	40
39 833 or more	50

40

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

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Section E. Proof.

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

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Section F. Return to Service.

Previous unused sick leave allowance shall be placed to the credit of a laid off employee upon return to permanent employment within three (3) years of such layoff. A separated employee who received payment for unused accumulated sick leave under this Article and who returns to service shall not be credited with any previously earned sick leave.

7
8
9
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11
12

Section G. Transfer.

Any employee who transfers or who is reassigned from one Departmental Employer to another shall be credited with any unused accumulated sick leave balance by the Departmental Employer to whom transferred or reassigned.

13
14
15
16
17

Section H. Sick Leave for Health Screening.

Employees covered by this Agreement shall be entitled to use sick leave for the period of time utilized for health screening purposes at an authorized Employer operated health screening unit.

18
19
20
21
22

Section 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.

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28
29

ARTICLE 30

SALARY SCHEDULE AND RELATED MATTERS

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31
32
33

Section 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.

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35
36
37
38

Section B. Pay Periods.

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

39
40
41
42
43

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1 **Section C. Pay Days.**

2 Pay days will occur every second Thursday and will include wages earned in the
3 immediate past pay period in accordance with current practice. Every effort will be
4 made to correct payroll errors which occurred in previous pay periods in the employee's
5 disfavor and include pay due the employee due to such errors in the next pay warrant
6 following the error and correction.
7

8 Imprest Cash vouchers will be used whenever possible to correct serious errors.
9 The Employer upon determination that an overpayment has been made, will
10 immediately in writing notify the employee. Employees are obligated immediately to
11 notify the Employer in writing of any under or overpayment. The employee shall be
12 required to repay any and all overpayments received resulting from clerical error or
13 misrepresentation by the employee. Overpayment liability will be limited to any
14 compensation earned after the date the employee is notified of the overpayment notice
15 in those instances where the overpayment resulted from a violation or misinterpretation
16 of Civil Service Rules and Regulations by the Employer or Civil Service Commission
17 and the employee performed in good faith the duties and responsibilities. In the case of
18 Employer overpayments not immediately noticed by either the employee or Employer
19 that would create hardship on the employee if immediate full reimbursement were
20 required, a payment schedule may be mutually arranged.
21

22 **Section D. Authorized Payroll Deductions.**

23 The Employer agrees to continue to provide payroll deductions for employees in the
24 following categories:
25

26 Dental Insurance	Union Dues/Fees
27 Life Insurance	Deferred Compensation
28 U.S. Bonds	Mandatory Child Support deductions
29 Credit Union	when ordered by a court
30 Vision Care Insurance	Income Protection Insurance
31 Medical Hospitalization Insurance	
32	

33 It is understood and agreed that additional authorized deductions may be made by
34 the Employer and shown on the check stub as payroll deductions. The parties agree to
35 pursue the possibility of reporting to employees the year ending amount of union
36 dues/fees paid by employees. All authorized deductions are subject to sufficient
37 earnings. Nothing provided herein shall prohibit the Employer from making deductions
38 in accordance with court orders of a court of competent jurisdiction or other legal orders
39 served on the Employer.
40

41 Except as provided in Article 5, Section D, deductions will be made only upon
42 receipt of a properly authorized deduction form and in accordance with the priorities
43 established in Article 5, Section A. Deductions will commence as soon after receipt of

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an authorization as possible. Present administrative convenience and practice will prevail. The Employer agrees to effect deductions listed in this Section without administrative cost to the employee or POAM. Once commenced a deduction authorized by the employee shall continue until the appropriate written stop order is received.

In the event that the State initiates a payroll deduction opportunity for Michigan Educational Trust (M.E.T.) participants, members of the bargaining unit who are M.E.T. participants will be offered the opportunity to enroll. Such a program is subject to the provisions of applicable statutes and regulations. Any such deductions will be taken only when the employee has sufficient residual earnings to cover it after deductions for any applicable employee organization membership dues or service fees have been made.

**ARTICLE 31
COMPENSATION**

Section A. Wages.

1. **Fiscal Year 1999-00:** On October 1, 1999, each hourly rate shall be increased by 3% (three percent).

2. **Fiscal Year 2000-01:** 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).

A \$375.00 lump sum payment shall be made to all employees at the end of the first full pay period in October 2000.

3. **Fiscal Year 2001-02:** 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).

A \$375.00 lump sum payment shall be made to all employees at the end of the first full pay period in October 2001.

Section B. Flexible Benefits Plan.

A flexible benefits plan will be offered to all Bargaining Unit members during the annual enrollment process and shall be effective the first full pay period in the new fiscal year.

The plan will consist of the group insurance programs with various options available to Bargaining Unit members. Financial incentives will be paid to employees who select:

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1 a catastrophic health plan rather than the standard health plan coverage, a preventive
2 dental coverage rather than the standard state dental plan or reduced life insurance
3 coverage (one times salary or \$50,000 rather than two times salary).
4

5 Changes in benefit selections may be made by employees each year during the
6 annual enrollment process or when there is a change in family status as defined by the
7 IRS.
8

9 Incentives are paid each year and are the same regardless of an employee's
10 category of coverage. For example, an employee enrolled in employee-only coverage
11 electing the catastrophic health plan for FY98-99 will receive \$1,300 as will an
12 employee enrolled in full-family coverage electing the Catastrophic Health Plan.
13 Incentives to be paid during each fiscal year will be determined in conjunction with the
14 annual rate setting process. The amount of the incentive to be paid to employees
15 selecting the lower-level life insurance coverage is based on an individual's annual
16 salary and the rate per \$1,000 of coverage, and therefore may differ from employee to
17 employee. Financial incentives under the Flexible Benefits Plan to employees electing
18 Catastrophic Health, no health care, and/or reduced life plan will be paid on a biweekly
19 basis. Those choosing the Preventive Dental Plan or no dental plan will receive a lump
20 sum payment.
21

22 **Section C. Group Basic and Major Medical Insurance Plan.**

- 23 1. The Employer shall maintain the existing group basic and major medical health
24 insurance coverage except as amended herein. The Employer shall pay 95% of
25 the premium cost of the State Health Plan (PLAN).
26
- 27 2. The procedures outlined in this Section shall not reduce the benefit levels of the
28 current Plan. Employees shall not be subject to benefit or Plan payment reductions
29 due either to failure of the physician/provider to comply with the provisions outlined
30 herein, or for failure to obtain a second opinion.
31
- 32 3. The parties agree to continue a committee for the purpose of jointly exploring
33 managed health care preferred provider systems, structural changes in the group
34 insurance plans, and related matters as mutually agreed by the parties for the
35 purpose of implementing cost containment measures in the state health and other
36 group insurance plans. The parties further agree to review the procedures,
37 communication materials which will be provided to employees, and benefit booklets
38 prior to their distribution. The Committee shall have the responsibility of reviewing
39 and monitoring the progress of the actual implementation of the procedures
40 including such matters as the addition of other surgical procedures to the list for
41 which a mandatory second opinion is required, however, any changes in the
42 specific provisions as described herein shall be subject to negotiations. Each
43 exclusively recognized employee organization shall be entitled to designate one (1)

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representative to participate in the Labor-Management Committee. The management representatives to the Committee shall be selected by the Employer.

4. **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.

5. **Second Surgical Opinion.** 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 safely be delayed without compromising the employee's health. The selected surgical procedures are as follows:

- | | |
|------------------------------------|------------------------|
| Tonsillectomy and Adenoidectomy | Heart Surgery |
| Partial or Complete Mastectomy | Herniorrhaphy |
| Laminectomy | Cholecystectomy |
| Prostatectomy | Carpal Tunnel Surgery |
| Excision of Cataracts | Dilation and Curettage |
| Tubal and Ovarian Surgery | Knee Surgery |
| Submucous Resection/Rhinoplasty | Bladder Surgery |
| Varicose Vein Stripping & Ligation | Hysterectomy |

The Second Opinion Referral shall be initiated by the provider/physician recommending the surgery. At the time the physician contacts the third party administrator for pre-certification for admission, the physician will be notified of the second opinion requirements of the Plan. The employee or dependent will then be contacted to advise him/her of the second opinion requirements and to select a consultant from the Panel. The appointment with the chosen consultant will be scheduled for the employee/dependent. The physician providing the second opinion shall furnish to the employee and the third party administrator (TPA) a copy of the diagnosis/prognosis and recommended treatment. The TPA will waive the second opinion requirement when an appointment with an appropriate consultant cannot be scheduled within three weeks or without excessive travel (over 100

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- 1 miles). Regardless of the consultant's opinion, the normal surgery payment will be
2 made.
3
- 4 a. If an employee has to drive 10 miles or less one way from the employee's
5 residence to get the second opinion, there shall be no mileage reimbursement.
6 If the employee has to drive more than 10 and up to 100 miles one way from
7 the employee's residence to get the second opinion, the employee shall be
8 reimbursed for mileage for all of those miles over 10 and up to 100 one way at
9 the in-lieu-of rate then in effect.
10
- 11 b. The Plan shall provide full reimbursement for the second surgical opinion and
12 necessary tests. Regardless of the outcome of the second opinion, surgical
13 and other expenses for the hospital confinement shall be reimbursed in full up
14 to the current benefit maximum.
15
- 16 c. Employees may use accrued sick leave, annual leave or compensatory time for
17 mandatory second opinions. Request for such time shall not be denied. Leave
18 used for this purpose shall not be detrimental to the employee's work record.
19
- 20 d. Employees may seek a voluntary third opinion. In addition, employees may
21 seek a voluntary second opinion for elective surgical procedures not included
22 on the above list. Since such opinions are completely voluntary, they shall be
23 covered under the provisions of the existing Health Plan.
24
- 25 e. The parties agree to defer to the Labor-Management Committee referred to in
26 Paragraph C-3 of this Section, the task of developing a system which would
27 enable employees to be referred to the nearest eligible practitioner for the
28 second surgical opinion. The Committee shall consult with the Employee
29 Benefits Division and the appropriate insurance carrier(s) and present its
30 findings and recommendations in a written report. The parties may implement
31 those recommendations if mutually agreed upon.
32
- 33 6. **Home Health Care.** A program of home health care and home care services to
34 reduce the length of hospital stay and admissions shall also be available at the
35 employee's option. This component shall require that the attending physician
36 contact the third party administrator to authorize home health care service in lieu of
37 a hospital admission or a continuation of a hospital confinement.
38
- 39 a. The attending physician must certify that the proper treatment of the disease or
40 injury would require continued confinement as a resident inpatient in a hospital
41 in the absence of the services and supplies provided as part of the home health
42 care plan. If appropriate, certification will be granted for an estimated number
43 of visits within a specified period of time. The types of services that shall be

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

b. Home health care shall be available to employees at their option in lieu of hospital confinement.

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

8. **Pap Tests and Mammography.** Coverage under the Plan shall include annual pap tests and mammography in accordance with American Cancer Society guidelines.

9. **Prostate Screening Antigen (PSA) Test.** As part of the wellness and preventative coverage in the State Health Plan, the prostate screening antigen test administered in accordance with American Cancer Society Guidelines and accompanied by an examination by a physician shall be covered.

10. **Hearing Care Program.** The current hearing care program established as part of the Basic Health Plan shall be continued. Such program will include audiometric exams, hearing and evaluation tests, single, bilateral or binaural hearing aids and fitting.

11. **Mental Health/Substance Abuse Services PPO.** A managed care PPO for mental health and substance abuse services shall be continued for employees and their dependents enrolled in the State Health Plan. Reimbursement for outpatient psychiatric services under Major Medical shall be at 90% with a \$3,500 per person maximum benefit per year.

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- 1 12. **Prescription Drugs.** The current Prescription Drug Plan for employees who are
2 covered by the State Health Plan shall be maintained except as amended herein.
3 There shall be an employee co-pay of \$2.00 for generic drugs and \$7.00 for brand
4 name drugs. The brand name co-pay will not apply for those drugs whose patents
5 were scheduled to expire during the period of this agreement, but for which
6 Congress has specifically extended the patent protection. When the patent has
7 expired and generics are available, the brand name co-pay will apply. Participants
8 filling prescriptions for maintenance drugs at the retail level will be provided with
9 information on the mail order program.
10
11 Effective January 1, 2000 the employee co-pay shall be \$5 per prescription for
12 generic drugs and a \$10 co-pay per prescription for brand name drugs for both the retail
13 and mail order drug plans.
14
15 Effective 10/1/99, Zyban and Nicotrol nasal spray will be added to the prescription
16 drug plan (smoking cessation benefits).
17
18 a. **Generic Drugs.** The Plan shall also provide that unless otherwise specified by
19 the prescribing physician, the pharmacy will be required to dispense a generic
20 drug whenever a generic substitution is available.
21
22 b. **Mail Order Prescription Drugs.** The Employer shall continue a mail order
23 prescription drug option for maintenance drugs. At the employee's option, an
24 employee may elect to purchase maintenance prescription drugs through the
25 mail order option. Until January 1, 2000, there shall be no employee co-pay for
26 drugs purchased under this option.
27
28 13. **Major Medical Deductible.** The family deductible under Major Medical shall be
29 \$300.00 per calendar year. The deductible for employee only coverage shall be
30 \$150.00 per calendar year.
31
32 Effective January 1, 2000 the annual deductible shall be \$300 per individual, \$600
33 per family.
34
35 14. **Major Medical Reimbursement.** The reimbursement under Major Medical shall be
36 90%.
37
38 15. **Usual, Customary and Reasonable Reimbursement.** Charges by a non-
39 participating provider will be paid at the participating rate if 75% or more of the
40 practitioners of that type in the county are participating providers. The subscriber
41 will be responsible for the remaining balance of the bill, and the amount paid will not
42 count toward the deductible or out-of-pocket limit. For purposes of this Section, a

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practitioner's status as participating or non-participating will be established at the beginning of the plan year and shall be considered unchanged throughout that year.

Reimbursement for charges by a non-participating provider will be paid at the billed charge rate (subject to deductible and co-pay) if less than 75% of the practitioners of that type in that county are participating providers. This does not preclude Blue Cross/Blue Shield from negotiating directly with the provider for 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.

16. **Out-Of-Pocket Expense.** The out-of-pocket annual maximum shall be \$1000.00 per individual family member.

17. **Health Maintenance Organization (HMO).** As an alternative to the State Health Plan enrollment in HMO's is offered to those employees residing in areas where qualified licensed HMO's are in operation.

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.

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.

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 Union.

18. **Leave of Absence - Premium Payment.** Employees who are granted a leave of absence may elect to continue enrollment in the Plan at the time the leave of absence begins. Such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount of the premium (Employer and employee share).

19. **Layoff - Premium Payment.** Employees who are laid off, may at the time of layoff, elect to continue enrollment in the Plan by paying the full amount of the premium (Employer and employee share). Such enrollment may continue until the employee

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1 is recalled or for a period of three (3) years, whichever occurs first. In accordance
2 with Section 1 of this Article, the Employer shall pay the Employer's share of such
3 premiums for the first two (2) pay periods for employees selecting this option.
4

5 **20. Enrolled Dependent Coverage Upon Death of Employee.** Health Plan coverage
6 for enrolled dependents will cease the 30th day after a Unit member's death unless,
7 the covered Unit member is eligible for an immediate pension benefit from the State
8 Employee's Retirement System.
9

10 **21. Pediatric Well Child Care Benefit.** A Pediatric Well Child Care benefit shall
11 continue for employees. This benefit will cover the following services:
12

- 13 a. Routine office visits for well baby care from a child's birth to age 24 months
14 (payable under the Major Medical benefit);
- 15
- 16 b. Routine annual office visits for physical examinations of children from age 24
17 months to age 19 years (payable under the Major Medical benefit);
- 18
- 19 c. Immunizations from a child's birth to age 19 years (payable under the Major
20 Medical benefit);
- 21
- 22 d. Laboratory testing services from a child's birth to age 19 years (payable under
23 the Basic benefit).
24

25 **22.** The following benefits will be covered under the Plan:

- 26
- 27 a. Medically necessary orthopedic inserts for shoes, prescribed by a licensed
28 physician will be covered as a Major Medical benefit;
- 29
- 30 b. The storage cost for self-donated blood in preparation for scheduled surgery
31 will be covered as a Basic benefit;
- 32
- 33 c. Employees meeting "morbid obesity" criteria will be covered by a \$300 lifetime
34 weight loss clinic attendance benefit covering those expenses not otherwise
35 generally covered by the Health Plan. "Morbid obesity" is defined as more than
36 50% or 100 pounds over ideal body weight or 25% over ideal body weight with
37 certain medical conditions (such as diabetes, heart disease, respiratory
38 disease, etc.).
39

40 **23. Smoking Cessation Program.** The Employer shall provide or Department will
41 reimburse the total cost for, any program that an employee attends which has the
42 objective of ending an individual's dependence upon and/or addiction to the use of
43 tobacco products. Employees shall be reimbursed for the full cost, not to exceed

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\$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.

24. **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 (A) the patient must have myopia of -2.00 diopters (spherical equivalent) or greater; (B) the patient must have a stable refractive error of greater than +.50 diopter for at least one year; and, (C) the patient's condition cannot be corrected to at least 20/50 via other means, I.E., eyeglasses or contact lens(es).

25. Employees shall be eligible, on a one time only basis, for reimbursement of the cost of transdermal patches less two dollar (\$2.00) employee copay and accompanying smoking cessation counseling not otherwise available as a covered benefit. Such reimbursement shall be made by the departmental employer.

26. Effective 10/1/99, the disease management program administered by Blue Cross/Blue Shield of Michigan shall be included as a covered benefit under the Plan, with voluntary participation by employees.

27. Effective 10/1/99, colo-rectal screening examination for individuals age 50 and older in accordance with American Cancer Society Guidelines shall become a covered benefit under the Plan.

28. **Subrogation.**
In the event that a participant receives services that are paid by The State Health Plan Advantage (SHPA), or is eligible to receive future services under the SHPA, the SHPA shall be subrogated to the participant's rights of recovery against and is entitled to receive all sums recovered from, any third party who is or may be liable to the participant, whether by suit, settlement, or otherwise, to the extent of recovery for health related expenses. A participant shall take such action, furnish such information and assistance, and execute such documents as the SHPA may request to facilitate enforcement of the rights of the SHPA, and shall take no action prejudicing the right and interests of the SHPA.

Section D. Group Dental Plans.

1. The Employer shall pay 95% of the applicable premium for employees enrolled in the State Dental Plan.

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

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- 1 a. 90% of actual fee or usual, customary and reasonable fee, whichever is lower,
2 for restorative, endodontic, and periodontic services (x-rays, fillings, root
3 canals, inlays, crowns, etc.).
4
- 5 b. There shall be a yearly maximum benefit of \$1,000 per person exclusive of
6 orthodontics. There shall be a separate \$1,500 lifetime maximum benefit for
7 orthodontics.
8
- 9 3. **Covered Dental Expenses:** The State Dental Plan will pay for incurred claims for
10 employee and/or enrolled dependents at the applicable percentage of either the
11 actual fee or the usual, customary and reasonable fee, whichever is lower, for the
12 dental benefits covered under the State Dental Plan up to a maximum of \$1,000 for
13 each covered person in each twelve (12) month period beginning October 1.
14
- 15 4. The following services will be paid at the 100% benefit level:
16
- 17 **Diagnostic Services:**
- 18 • Oral examinations and consultations twice in a fiscal year.
19
- 20 **Preventive Services:**
- 21 • Prophylaxis - teeth cleaning three (3) times in a fiscal year;
 - 22 • Topical application of fluoride for children up to age 19, twice in a fiscal year;
 - 23 • Space maintainers for children up to age 14.
24
- 25 5. The following services will be paid at the 90% benefit level:
26
- 27 **Radiographs:**
- 28 • Bite-wing x-rays once in a fiscal year unless special need is shown;
 - 29 • Full mouth x-rays once in a five (5) year period, unless special need is shown.
30
- 31 **Restorative Services:**
- 32 • Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;
 - 33 • Gold inlay and onlay restorations.
34
- 35 **Oral Surgery:**
- 36 • Extractions, including those provided in conjunction with orthodontic services;
 - 37 • Cutting procedures;
 - 38 • Treatment of fractures and dislocations of the jaw.
39
- 40 **Endodontic Services:**
- 41 • Root canal therapy;
42

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- Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth; 1
- Periapical services to treat the root of the tooth. 2

Periodontic Services:

- Periodontal surgery to remove diseased gum tissue surrounding the tooth; 3
- Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth and periodontal scaling to remove tartar from the root of the tooth; 4
- Treatment of gingivitis and periodontitis diseases of the gums and gum tissue. 5

6. The following services will be paid at the 50% benefit level: 6

Prosthodontic Services:

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

Dental Sealants:

- As soon as administratively feasible after approval of this Agreement, the Dental Plan shall provide for sealants on permanent molars that are free of any restorations or decay. Sealant treatment shall be payable on a per tooth basis with the Plan paying 50% of the reasonable and customary amount of the sealant and the employee paying the remainder. Dependents up to age 14 shall be eligible for the sealant application in accordance with this Subsection. The benefit shall be payable for only one application per tooth within a three (3) year period. Under the Dental Point of Service PPO, the Plan will pay 70% of the reasonable customary amount. 11

7. The following services will be paid at the 60% benefit level: 12

Orthodontic Services:

- Minor treatment for tooth guidance; 13
- Minor treatment to control harmful habits; 14
- Interceptive orthodontic treatment; 15
- Comprehensive orthodontic treatment; 16
- Treatment of an atypical or extended skeletal case; 17
- Post-treatment stabilization; 18

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- 1 • Separate lifetime maximum of \$1,500 per each enrollee;
- 2 • Orthodontic services for dependents up to age 19; for enrolled employee and
- 3 spouse, no maximum age. Orthodontic coverage shall be extended to each
- 4 dependent up to age 25 if the dependent is a full-time student at an
- 5 accredited institution.
- 6
- 7 8. The benefit descriptions outlined in this Section are illustrative and not exhaustive.
- 8
- 9 9. **Dental Point of Service PPO.** Employees and dependents enrolled in the group
- 10 Dental Plan may access the improved benefit levels specified below by utilizing
- 11 dental care providers that are members of the Point of Service PPO.
- 12

13		Current	Enhanced
14	<u>Benefit</u>	<u>Coverage</u>	<u>Coverage</u>
15	Exams	100%	100%
16	Preventive	100%	100%
17	Radiographs	90%	100%
18	Fillings	90%	100%
19	Endodontics	90%	100%
20	Periodontics	90%	100%
21	Simple Extractions	90%	100%
22	Complex Extractions	90%	100%
23	Prosthodontic Repairs	50%	100%
24	Other Oral Surgery	90%	90%
25	Adjunctive	90%	90%
26	Crowns	90%	90%
27	Fixed Bridgework	50%	70%
28	Partial Dentures	50%	70%
29	Full Dentures	50%	70%
30	Sealants	50%	70%
31	Orthodontics	60%	75%
32	Annual Maximum	\$1,000	\$1,000
33	Lifetime Orthodontics	\$1,500	\$1,500
34			

- 35 10. **Dental Maintenance Organization.**
- 36 The employer shall continue to offer employees the option of voluntarily enrolling in
- 37 the dental maintenance organization (DMO). The parties understand that the state-
- 38 approved service area for the DMO program encompasses only certain
- 39 geographical areas. The parties also understand that all eligible dental services
- 40 must be provided by a DMO network provider in order for coverage to be in effect
- 41 (except for emergency treatment for the immediate relief of pain and suffering when
- 42 the enrollee is more than fifty miles from a participating provider, which will be
- 43 reimbursed at fifty percent (50%) of the usual, customary and reasonable rate of the

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non-participating provider).

- 11. **Preventive Dental Plan.** A preventive dental plan will continue to be made available as a voluntary option for employees under the flexible benefits plan provided for in Section B. of this Article.

Section E. 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. The Plan will pay up to \$25.00 wholesale cost allowance for frames, plus the dispensing fee.

- c. **Contact Lenses not Medically Necessary:** The Plan will pay a maximum of \$90.00 and the employee shall pay any additional charge of the provider for such lenses. The co-payment provision under E-2-b. is not required.

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

- 3. **Non-Participating Providers:** Plan payments for non-participating providers:

- a. **For Vision Testing Examinations:** The Plan will pay 75% of the reasonable and customary charge after it has been reduced by the member's co-payment of \$5.00.

- b. **For Eyeglass Lenses:** The Plan will pay the provider's charges or the amount set forth below, whichever is less:

Regular Lenses:

- Single Vision\$13.00/Pair
- Bifocal \$20.00/Pair

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- 1 • Trifocal \$24.00/Pair

2
3 **Contact Lenses:**

- 4 • Medically necessary as defined in Subsection F-2-c above.....\$96.00/Pair
- 5 • Not medically necessary..... \$40.00/Pair

6
7 **Special Lenses:** For covered special lenses (e.g., aphatic, lenticular and
8 aspheric) the Plan will pay 50% of the provider's charge for the lenses or 75%
9 of the average covered vision expense benefits paid to participating providers
10 for comparable lenses, whichever is less.

11
12 **Additional Charges for Plastic Lenses:**.....\$3.00/Pair
13 Plus benefit provided above for covered lenses.

14
15 **Additional Charges for Tints Equal to Rose Tints:**..... \$3.00/Pair

16
17 **Additional charges for Prism Lenses:**..... \$2.00/Pair
18 When only one lens is required, the Plan will pay one-half (1/2) of the applicable
19 amount per pair shown above.

20
21 **For Eyeglass Frames:** The Plan will pay the provider's charges or \$14.00,
22 whichever is less.

- 23
24 4. Employees who are required to operate VDT/CRT equipment for a majority of the
25 time shall be eligible for reimbursement for a Vision Testing Examination at rates
26 provided herein on an annual basis regardless of when they were last examined.

27
28 **Section F. Long Term Disability Insurance.**

- 29 1. The Employer shall maintain the current long term disability (LTD) insurance
30 coverage.
31
32 2. Part-time and permanent-intermittent (P.I.) employees who work 40% or more of
33 full-time will be eligible for LTD benefits.

34
35 Unless modified by the parties in accordance with Section Z, premiums for eligible
36 less-than-full-time employees shall be determined in accordance with the current LTD
37 premium schedule for full-time employees. The benefit level for employees who
38 actually utilize the LTD benefit shall be based on the employee's average biweekly
39 hours worked the preceding fiscal year, but the dollar amount of the benefit shall be
40 calculated on the basis of the employee's current hourly rate (the hourly rate in effect at
41 the time the employee actually goes on disability leave).

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3. The cost of premiums of such Plan shall be shared by the Employer and the employee in accordance with current practice. 1
2
3
4. The Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums while such employee is on LTD insurance for a maximum of six (6) months for each covered employee. The Employer agrees to pay the cost of such rider. 4
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Section G. Life Insurance. 10
11

1. The Employer shall provide a state-sponsored group life insurance plan which has a death benefit equal to 2.0 times annual salary rounded up to the nearest \$1,000, with a minimum \$10,000 benefit. The Employer shall pay 100% of the premium for this benefit. Unless modified by the parties in accordance with Section Z, less than full time employees who are eligible for enrollment in the Plan in accordance with Appendix A of the Agreement shall have their benefit level determined as if they were working full-time in a full-time position. 12
13
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19
2. The age ceiling of 23 years for dependent coverage available under the optional life insurance plan shall not apply to handicapped dependents. Such additional coverage shall be provided at the current premium cost to the employee. A dependent is considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical disability, and depends chiefly on the employee for support and maintenance. 20
21
22
23
24
25
26
3. **Dependent Coverage:** 27
- a. Employee pays 100% of premium for optional dependent coverage. 28
29
- b. Employee may choose between four levels of dependent coverage: 30
31
- **Level One** insures spouse for \$1,500 and children from age 15 days to 23 years for \$1,000. 32
33
 - **Level Two** insures spouse for \$5,000 and children from age 15 days to 23 years for \$2,500. 34
35
 - **Level Three** insures spouse for \$10,000 and children from age 15 days to 23 years for \$5,000. 36
37
 - **Level Four** insures spouse for \$25,000 and children from age 15 days to 23 years for \$10,000, or, in the alternative, the employee may elect to insure children only for \$10,000. 38
39
40

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1 Section H. Accidental Death Insurance.

2 The State shall provide a State-sponsored Accidental Death Insurance Plan which
3 has a benefit of \$100,000 in case of an employee's accidental death in line of duty.
4

5 Section I. Payment of Insurance Premiums Upon Layoff.

6 Employees laid off as a result of a reduction in force may elect to prepay their share
7 of premiums for medical, dental, vision, and life insurance for two (2) additional pay
8 periods after layoff by having such premiums deducted from their last pay check. The
9 Employer shall pay the Employer's share of premiums for medical, dental, vision, and
10 life insurance for two (2) pay periods for employees selecting this option. Coverage for
11 medical, dental, vision, and life insurance shall thereafter continue for these two (2) pay
12 periods. Election of this option shall not affect the laid off employee's eligibility for
13 health and life insurance coverage for up to three (3) years subsequent to layoff by
14 directly paying the entire premium, as per current practice.
15

16 Section J. Group Insurance Enrollment Upon Limited Term Recall.

17 All employees covered by this Agreement who accept limited term recall into
18 positions in the Bargaining Unit are eligible for enrollment in all group insurance plans in
19 which they were enrolled at the time of layoff. Coverage in such plans shall be the
20 same as the coverage at the time of layoff. Eligibility for other benefits shall be in
21 accordance with Appendix A of the Agreement. Such employees shall not be
22 considered as temporary (less than 720 hours) employees.
23

24 Section K. Open Enrollment Period.

- 25 1. There will be an open enrollment period for all insurances on an annual basis.
26 Employees may, at that time, make any necessary changes (i.e., change from HMO
27 to State Health Plan, drop spouse, add spouse, drop or add dental, add vision, etc.)
28 in their insurance coverage not already granted to them by the existing policies.
29 The Employer will notify all employees fifteen (15) days prior to the open enrollment
30 period. All changes must be made within the thirty (30) day open enrollment period.
31 All changes will become effective the first day of the pay period beginning after the
32 open enrollment period.
33
- 34 2. However, P.I. employees who in a fiscal year have been in pay status for 832 hours
35 are eligible to enroll in the Group Dental, Life, and Vision Plans provided that the
36 employee must elect to enroll in such plan(s) within the first pay period after
37 reaching 832 hours. The notification procedure outlined in K-1 of this Section does
38 not apply to K-2.
39
- 40 3. When an employee moves to a new permanent residence outside of the service
41 area of the HMO in which he/she was enrolled, the employee shall be granted a 30
42 calendar day open enrollment period from the date of the move to enroll in the State
43 Health Plan or to enroll in another HMO serving the new residence area.

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Section L. Flexible Compensation Plan.

The employer's pre-tax dollar deduction program is extended to employees. Under such a program, employee contributions for premiums for health, and dental insurance shall be made after FICA calculations, but before income tax withholding calculations.

Employees will be eligible to participate in the State of Michigan dependent care and medical spending accounts authorized in accordance with Section 125 of the Internal Revenue Service Code.

Section M. Shift Premium Payment.

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

<u>BARGAINING UNIT</u>	<u>Skill Levels</u>
Position Comparison System	1 - 12
Safety & Regulatory	I - V

2. Shift premium shall be paid to eligible employees for each shift where fifty percent (50%) or more of their regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 a.m.

3. Shift premium shall be included as part of the regular rate for computation of the premium for overtime hours worked by eligible employees working regularly scheduled afternoon and night shifts.

4. Shift premium shall not be paid for holidays or leave time used.

5. The value of shift premium shall not be included in determining the value of fringe benefits which are based on pay rate; all fringe benefits will be based on the straight time pay rates.

6. Work requiring reassignment of employees from day shifts to afternoon or night shifts shall be paid shift premium as in the case of regularly assigned afternoon and night shifts.

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.

Section N. 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

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1 additional \$1.00 per hour for each hour worked, with a minimum of four (4) hours
2 hazard pay per day.

3
4 Employees who are required to work in pressurized tunnels (new construction or
5 reconstruction) shall receive an additional \$1.00 per hour for each hour worked,
6 with minimum of four (4) hours hazard pay per day.

7
8 2. **Limitations.** Work performed from safety buckets (aerial equipment) is not
9 considered high structure work.

10
11 Work in caissons is not considered tunnel work.

12
13 **Section O. Hazard Pay.**

14 1. Classes responsible for custody and supervision of inmates in addition to regular
15 duties (formerly designated "P" rate classes) shall receive \$.40 per hour above
16 regular rates.

17
18 2. Eligibility for "P" rate shall be as follows:

19
20 a. Is responsible on a regular and recurring basis for the custody or supervision of
21 residents under the jurisdiction of the Department of Corrections, Correctional
22 Facilities Administration;

23
24 b. Is assigned to a position within the security perimeter of an institution within the
25 Correctional Facilities Administration;

26
27 c. Is assigned to a work station within a Department of Corrections, Correctional
28 Facilities Administration institution which involves regular and recurring contact
29 (25% or more of work time) with the Department of Corrections residents. Any
30 disputes arising under this paragraph shall be resolved by POAM and the
31 Office of the State Employer;

32
33 d. Works in a "covered position" within the meaning of "P.A. 351 of 1988, as
34 may be amended;

35
36 e. Is assigned to replace an employee receiving hazard pay within a security
37 perimeter for the period of such replacement, provided s/he replaces the
38 employee for a minimum of a seven (7) hour work day and any consecutive
39 scheduled work. The Employer agrees that it shall not reassign employees for
40 the purpose of avoiding the payment of hazard pay under this sub-paragraph.

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- 3. Positions in departments other than Department of Corrections must supervise residents assigned from the Department of Corrections, Correctional Facilities Administration.
- 4. Incidental contact such as passing by a resident porter does not qualify a position for hazard pay.
- 5. In addition, those positions eligible for "P" rate which are:
 - a. Assigned to close, maximum and administrative segregation work units within the security perimeter of a Department of Corrections, Correctional Facilities Administration institution which is designated as having 1) a close, maximum or administrative segregation overall rating, or 2) a close or medium overall rating which would contain an administrative segregation unit; and
 - b. Occupied by a Bargaining Unit employee having two (2) years (4,176 hours) or more of continuous service in the Bargaining Unit;

shall receive an additional ten cents (\$.10) per hour [for a total of fifty cents (\$.50) per hour].

Section P. Longevity.

The following longevity schedule shall be applicable to employees.

Years of Service	Schedule of Payments Equivalent Hours of Service *	Annual Payments
6	12,480	
7	14,560	\$260
8	16,640	
9	18,720	
10	20,800	
11	22,880	\$300
12	24,960	
13	27,040	
14	29,120	
15	31,200	\$370
16	33,280	
17	35,360	
18	37,440	
19	39,520	\$480
20	41,600	
21	43,680	

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1	22	45,760	
2	23	47,840	\$610
3	24	49,920	
4	25	52,000	
5	26	54,080	
6	27	56,160	\$790
7	28	58,240	
8	29	60,320	
9	30	62,400	\$1,040
10	& Over	& Over	

11
12 * Eligibility for payment at any bracket will occur upon completion of the equivalent
13 hours of service indicated for the bracket.

14
15 **Section Q. Holidays.**

16 1. The following are designated holidays:

- | | | | |
|----|--|--|----------------------------|
| 17 | | | |
| 18 | New Year's Day | | Veteran's Day |
| 19 | (January 1) | | (November 11) |
| 20 | | | |
| 21 | Martin Luther King Day | | Thanksgiving Day |
| 22 | (3rd Monday in January) | | (4th Thursday in November) |
| 23 | | | |
| 24 | President's Day | | Thanksgiving Friday |
| 25 | (3rd Monday in February) | | (Day after Thanksgiving) |
| 26 | | | |
| 27 | Memorial Day | | Christmas Eve Day |
| 28 | (Last Monday in May) | | (December 24) |
| 29 | | | |
| 30 | Independence Day | | Christmas Day |
| 31 | (July 4) | | (December 25) |
| 32 | | | |
| 33 | Labor Day | | New Year's Eve Day |
| 34 | (1st Monday in September) | | (December 31) |
| 35 | | | |
| 36 | 2. Eligibility and compensation for holidays shall continue in accordance with current | | |
| 37 | practice. See Appendix A. | | |
| 38 | | | |
| 39 | 3. At the discretion of the Appointing Authority and with the approval of their | | |
| 40 | immediate supervisor, employees may elect to work Veteran's Day and take the | | |
| 41 | following Friday off. In the event such approval is denied, employees shall not have | | |
| 42 | the right to file grievances related thereto. | | |

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Section 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 PPRISM Continuous Service Hours Counter (see schedule).

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

a. Employees who are in less than satisfactory employment status.

b. Employees with a temporary or limited term appointment having a definite termination date.

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

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

7 An employee who has been laid off for twelve (12) months shall be notified by the
8 Agency in writing that he/she must choose either to accept the lump sum severance
9 payment or to reject such payment. By rejecting such payment, the employee shall
10 retain recall rights in conformance with the provisions of this Agreement and shall have
11 no further opportunity to receive severance payment. The employee must notify the
12 Agency in writing of his/her decision within fourteen (14) calendar days of receipt of the
13 Agency's notification. An employee who does not notify the Agency in writing of his/her
14 decision to accept the severance payment shall be deemed to have permanently
15 rejected such payment and to have retained recall rights in accordance with Article 12.
16 If an employee elects to accept the lump sum payment, the employee's name shall be
17 removed from all recall lists and such payment shall be made by the Agency within sixty
18 (60) calendar days of receipt of the employee's decision.
19

20 **4. Disqualification.** An employee laid off as defined in this Section who has not
21 elected in writing to accept severance payment shall be disqualified from receiving
22 such payment under the following conditions:
23

24 a. If the employee is deceased.

25 **b.(1)**If the employee is hired for any position within the state classified service:
26

- 27 • If such employment requires a probationary period, upon successful completion
28 of such period.
- 29 • If no probationary period is required, upon date of hire.
- 30 • If a probationary period is required and the employee does not successfully
31 complete such required probationary period and is therefore separated, such
32 time of employment shall be bridged for purposes of the time limits in
33 Subsection R-3. above.
34

35 **b.(2)**If the employee is hired for any position outside of the State classified Civil
36 Service and the initial base hourly rate for that new employment is 75 percent
37 or more of the employee's final base hourly rate of the Bargaining Unit position
38 from which she/he was laid off.
39

40 **c.** An employee who refuses recall to or new State employment hiring within a
41 thirty (30) mile radius in the tri-county area of Wayne, Oakland, and Macomb or
42 fifty (50) mile radius outstate of the Agency from which he/she was laid off. The
43

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same radius shall apply to an employee who refuses a position with any other department of the State.

d. 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.

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

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

7. **Payment.** An employee who elects in writing to receive severance pay shall receive an explanation of the terms of such severance pay.

The employee and Appointing Authority or designee shall sign the approved form and the signatures shall be witnessed. No employee is entitled to receive severance pay until and unless he/she has signed the form. The employee shall receive a carbon copy of the signed form.

The Employer shall deduct from the amount of any severance payment any amount required to be withheld by reason of law or regulation for payment of taxes to any federal, state, county or municipal government. Eligible employees as indicated in Subsections R1-6 above shall receive severance payment according to the following schedule:

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- 1 a. Employees who have from one (1) through five (5) years of service: One
- 2 week's pay for every full completed year of service, years 1-5;
- 3
- 4 b. Employees who have more than six (6) full years of service: Two week's pay for
- 5 every full completed year of service, years 6-10;
- 6
- 7 c. Employees who have more than eleven (11) full years of service: Three week's
- 8 pay for every full-completed year of service from year 11 on. For amounts, see
- 9 following schedule.

10
 11 Employees who work less than full-time (80 hours per pay period) shall be eligible in
 12 accordance with Subsections R1-6 above, to receive a proportional severance payment
 13 in accordance with the following formula:

14
 15 The Agency shall calculate the average number of hours such employee worked for
 16 the calendar year preceding such employee's layoff. This number shall then be used to
 17 determine the proportion of such employee's time in relation to full-time employment.
 18 This proportion shall then be applied to the above payment schedule for purposes of
 19 payment. See following example.

20
 21 However, no employee shall be entitled to receive more than fifty-two (52) weeks of
 22 severance pay.

23
 24 8. **Effect on Retirement.** The acceptance or rejection of severance pay shall have no
 25 effect on vested pension rights under the Retirement Act. The parties agree that
 26 the severance payment shall not be included in the computation of compensation
 27 for the purpose of calculating retirement benefits and will seek and support statutory
 28 change if such legislation is necessary to so provide.

29
 30 9. **Effective Date.** The provisions of this Section shall apply to employees in the
 31 Safety and Regulatory Unit in the Department of Community Health laid off on or
 32 after October 1, 1983.

33 **SEVERANCE PAY SCHEDULE**

34 Hours	Years	Week's Pay
35 2088 - 4176	1	1
36 4177 - 6264	2	2
37 6265 - 8352	3	3
38 8353 - 10440	4	4
39 10441 - 12528	5	5
40 12529 - 14616	6	7
41 14617 - 16704	7	9
42 16705 - 18792	8	11
43 18793 - 20880	9	13

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20881 - 22968	10	15	1
22969 - 25056	11	18	2
25057 - 27144	12	21	3
27145 - 29232	13	24	4
29233 - 31320	14	27	5
31321 - 33408	15	30	6
33409 - 35496	16	33	7
35497 - 37584	17	36	8
37585 - 39672	18	39	9
39673 - 41760	19	42	10
41761 - 43848	20	45	11
43849 - 45936	21	48	12
45937 - 48024	22	51	13
48025 - 50112	23	52	14
50113 - 52200	24	52	15
52201 - 54288	25	52 Etc.	16

Example of Severance Pay for Less Than Full Time Employee

Average number of hours worked in previous calendar year: 1980	19
Full time employee hours: 2088	20
Proportion (or percentage) 1980 / 2088 = 94.8%	21
.948 x \$S.P. = \$ Gross Amount to be paid	22
S.P. = Severance Payment from schedule	23

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.

Section S. Deferred Compensation.

The qualified 457 and 401(k) tax-sheltered plans shall be continued for employees in the Bargaining Unit, subject to applicable law and Federal regulation.

Section T. Reimbursement Rates - Travel.

Employees shall be entitled to travel reimbursement at the rates and in accordance with the Standardized Travel Regulations and the Department of Management and Budget Administrative Manual 5-3-1 which are in effect on the date(s) of travel.

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1 Section U. Child-Care.

2 A Joint Study Committee may be established to examine the issue of child-care. It
3 is the intent of the parties that this Committee will assess child-care needs and will
4 evaluate the merits of various child-care assistance programs including programs
5 designed to assist employees in locating and obtaining quality child-care services.
6 Child-care assistance programs may be implemented by mutual agreement.
7

8 Section V. Conservation Officer Per Diem.

9 Conservation Officers 10, E11 and 12 shall receive a \$3.00 per diem for emergency
10 response. This shall be paid quarterly in January, April, July and October. The parties
11 may agree to a biweekly payment when administratively possible.
12

13 Section W. Motor Carrier Officer Per Diem.

14 Effective June 15, 1986, the per diem previously paid to Motor Carrier Officer III and
15 IVB was rolled into the base rate. This Section is written solely to document that action.
16

17 Section X. State Worker 4 Compensation.

18 Effective October 1, 1999 the pay rates for employees classified as State Worker 4
19 will be in accordance with the Compensation Plan.
20

21 Employees in the Bargaining Unit classified as State Worker 4 will be paid within
22 the range as determined by the Departmental Employer. These rates are not to be
23 considered as steps in a pay range, and State Worker 4's do not advance through a pay
24 range based on hours of service. Any negotiated across the board pay increase will be
25 applied to these pay rates unless mutually agreed otherwise. State Worker 4's are
26 temporary (non-career) employees and are not normally eligible for any benefits, as
27 listed in Appendix A. Should any State Worker 4 exceed 1040 hours of work in a
28 calendar year, the parties will meet to address the issue of employee benefits.
29

30 Section Y. Effective Date.

31 This Article shall be effective on October 1, 1999, unless otherwise specified.
32

33 Section Z. Premiums for Less Than Full-Time Employees.

34 A committee of not more than 3 Unit employees and 1 staff representative will meet
35 with representatives of the Employer to determine premiums to be paid by the Employer
36 for less than full time employees who are eligible to enroll in health, dental, vision, life
37 and LTD coverage. Should the parties not reach agreement within 90 days from Civil
38 Service Commission approval of this Agreement, either party may seek impasse
39 resolution.

Article 32

ARTICLE 32
NO STRIKE - NO LOCKOUT

Section A. No Strike.

The Employer and POAM recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, neither POAM, 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 POAM by certified mail that any of the employees in the Representation Unit are engaged in any such strike activity, POAM shall immediately inform such employees that strikes are in violation of this Agreement and contrary to the Civil Service Rules and Regulations.

Section 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.

ARTICLE 33
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 A. 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.

Article 33

1 The issue of converting permanent-intermittent employees to permanent full-time is a
2 proper subject for secondary negotiations. Any and all other issues arising out of the
3 employment of Permanent-Intermittent and part-time employees shall be discussed in
4 Labor-Management Meetings.
5

6 **E.** Permanent-Intermittent and part-time employees who have acquired status shall
7 have transfer rights to other Permanent-Intermittent and part-time positions in
8 accordance with Article 13, Assignment and Transfer. Further, Permanent-Intermittent
9 and part-time employees who have acquired status shall have transfer rights to other
10 permanent full-time and part-time positions in accordance with Article 13, Assignment
11 and Transfer.
12

13 **F.** The Employer agrees to provide a minimum call-in guarantee of two (2) hours for
14 Permanent-Intermittent employees who are scheduled to work or called in to work in
15 accordance with departmental practice and who after arriving at the work site, are
16 advised that they are not needed, or work less than two (2) hours.
17

18 **G.** Permanent-Intermittent and part-time employees who work an assigned shift and
19 who, after returning home, are called back to work will be paid in accordance with the
20 callback provisions as outlined in Article 14, Section H.
21

22
23 **ARTICLE 34**
24 **SECONDARY NEGOTIATIONS**
25

26 The parties acknowledge and agree that no secondary negotiations may take place
27 except as specifically authorized by an Article of this Agreement. The parties agree to
28 extend the life of secondary agreements and Letters of Understanding relative to the
29 administration thereof until such time as new secondary agreements have been
30 negotiated, ratified, and approved by the Civil Service Commission. It is understood
31 and agreed that no provision of a secondary agreement may take precedence over any
32 provision of this (primary) Agreement. Thus, if a conflict arises between a provision of
33 this Agreement and a provision of a secondary agreement the provisions of this primary
34 Agreement rather than the secondary shall prevail.
35

36 The parties shall meet to negotiate secondary agreements no later than sixty (60)
37 days after Civil Service Commission approval of this primary Agreement. These
38 negotiations shall continue, with regular meetings as mutually agreed, for no longer than
39 sixty (60) calendar days and may include mediation as agreed to by the parties or
40 required by the Employee Relations Policy. Should the parties fail to agree on items
41 properly referred to secondary negotiations, the outstanding items may be submitted to
42 Impasse in a manner provided in the Civil Service Rules and Regulations.

Article 34

Prior to the actual signing of a complete tentative secondary agreement(s) by the Departments and the Union Spokesperson, the Office of the State Employer and POAM shall have ten (10) work days from receipt of the Agreement to concurrently review and approve or disapprove the tentative Agreement. Thereafter, any signing of tentative Agreements shall not require further review or approval of the Office of the State Employer or POAM.

Any agreements reached in secondary negotiations shall not be final until ratified by POAM and approved by the Civil Service Commission.

ARTICLE 35
TERMINATION OF AGREEMENT

This Agreement shall be effective upon Civil Service Commission approval, and shall continue in full force and effect until midnight, December 31, 2001. This Agreement completes the parties obligation to bargain over Article 31, Compensation, for Fiscal Years 1999-2000, 2000-01, and 2001-02.

Provisions concerning compensation during fiscal year 2002-2003 and non-compensation articles effective January 1, 2002 shall be opened by either party giving notice to the other of its intent to bargain such provisions, by April 1, 2001.

In witness whereof, the parties hereto have set their hands:

POLICE OFFICERS ASSOCIATION OF MICHIGAN

By: [Signature]
Business Agent

Date: 08-18-00

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

By: [Signature]
Director

Date: 8/30/00

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Article 35

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POAM Bargaining Team

Gary Pushee	POAM
Frank Guido	POAM
Ozzie Bryant	Natural Resources
Mark Baker	Natural Resources
Edgar Barnes	Family Independence Agency
Carol Ferdinand	Consumer and Industry Services
Sheldon Hall	State Police
Charles Robinson	Environmental Quality

Management Bargaining Team

Jan Miller	Office of the State Employer
Chris Cygan	Office of the State Employer
Gisele Dionne	Office of the State Employer
Patricia Coe	Consumer and Industry Services
Jennie Daniel	Family Independence Agency
James Carter	Natural Resources
Cheryl Schmittziel	Natural Resources
Rick Asher	Natural Resources
Marilyn Smith	State Police

Appendix A

APPENDIX A - PAGE 1
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 18 hours initial annual leave may be credited in any calendar year. However, unused credits may be restored upon separation and rehire within same calendar year.
3. Payment for unused credit not permitted at separation until 720 hours of service completed.

Appendix A

APPENDIX A - PAGE 2

EMPLOYEE BENEFITS ELIGIBILITY CHART

Benefit	Permanent/Limited Term	Temporary (Non-Career)
Annual Leave A. Less than 2080 hours continuous service completed B. 2080 hours of more of continuous service, but less than 10,400 hours. C. 10,400 hours or more of continuous service.	Credit 4 hours annual leave for each 80 hours worked. Credit 4.7 hours of annual leave for each 80 hours in pay status. See table, Article 28, for annual leave accrual rates.	Not Eligible. Not Eligible. 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).

Sick Leave	Credit 4 hours of sick leave for each 80 hours in pay status.	Not Eligible
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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 and after October 1, 1980).
3. Unused credits restored to a separated permanent employee who returns within three years by permanent appointment, except if separation was by retirement.
4. An employee who returns by a temporary (non-career appointment may not use credits previously earned.

Step Increase	Upon completion of required 1,040 or 2,080 hours of satisfactory service	Not Eligible
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Appendix A

APPENDIX A - PAGE 3
EMPLOYEE BENEFITS ELIGIBILITY CHART - PERMANENT/LIMITED TERM

Benefit	Full-Time	Part-Time %	Hourly - P.I.	Seasonal	Temporary Non-Career
Paid Holidays	Full Holiday Pay	Pay in proportion to percentage assigned to position, or full pay if scheduled to work all non-holiday hours in pay period. (See Article 33)	Pay in proportion to average hours in pay status for previous six pay periods, if applicable, or full pay if scheduled to work all non-holiday hours in pay period. (See Article 33)	Full holiday pay during season.	Not Eligible

Status granted at end of biweekly work period in which 1,040 hours of satisfactory paid service completed (except for classes for which a longer probationary period prescribed by CSC action).

Note: Status not granted unless/until certified from employment list.

Longevity	Commencing at 12,480 hours of currently continuous service paid at each 1,080 hours of completed service.	Not Eligible
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State Sponsored Insurance:

	Eligible	Eligible	Eligible	Eligible	Not Eligible
A. Health	Eligible	Eligible	Eligible	Eligible	Not Eligible
B. 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	Not Eligible
C. Long Term Disability	Eligible	Same as Life	Same as Life	Eligible if working full-time	Not Eligible
D. Dental	Eligible	Same as Life	Same as Life	Same as LTD	Not Eligible
E. Vision	Eligible	Same as Life	Same as Life	Same as Dental	Not Eligible
Accidental Duty Death	Eligible	Eligible	Eligible	Eligible	Eligible
Deferred Compensation	Eligible to enroll in next quarterly open enrollment following date of appointment				Not Eligible

* Exceptions for permanent intermittent and seasonal eligibility for dental benefits.

- A. No more than two consecutive pay periods without being on the payroll - dropped after third.
- B. For seasonals, must have at least eight months of cumulative employment per year

Appendix B

APPENDIX B

Implementation of the Family and Medical Leave Act

Except as otherwise provided by specific further agreement between the undersigned exclusive representative and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "Act") as may be amended and its implementing Regulations as may be amended which took effect on April 6, 1995.

When an employee takes leave which meets the criteria of FMLA leave, the employee may request to designate the leave as FMLA leave or the Employer may designate such leave as FMLA leave. This applies when the employee requests an unpaid leave or is using applicable leave credits.

1. Employee Rights. Rights provided to employees under the terms of the collective bargaining agreement are not intended to be diminished. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.
2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the applicable collective bargaining agreement.
3. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of twelve (12) work weeks of FMLA leave during the twelve (12) month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve (12) month period begins the first time leave is taken after completion of any twelve (12) month period.
4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve (12) work weeks during a twelve (12) month period for one or more of the following reasons:
 - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter (parental leave);
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care (parental leave);

Appendix B

- c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act (family care leave);
- d. Because of a serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee (medical leave).
- 5. Information to the Employer. In accordance with the Act, the employee, or the employee's spokesperson if the employee is unable to do so personally, shall provide information for qualifying purposes to the Employer.
- 6. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U.S. Department of Labor has issued its final regulations implementing the Act effective April 6, 1995. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the Union and opportunity for the Union to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law.
- 7. Complaints. Employee complaints alleging that the Employer has violated rights conferred upon the employee by the FMLA may be taken to the Appointing Authority, its designated representative or to the U.S. Department of Labor. However, complaints involving the application or interpretation of the FMLA or its Regulations shall not be grievable under the collective bargaining agreement.
- 8. Eligible Employee. For purposes of FMLA family care leave, eligible employees are those employees who have been employed by the Employer for at least twelve (12) months and have worked at least 1,250 hours in the previous twelve (12) months. An employee's eligibility for contractual leaves of absence remain unaffected by this Appendix, however, such leaves will count towards the employee's FMLA leave entitlement after the employee has been employed by the Employer for at least twelve (12) months and has worked 1,250 hours during the previous twelve (12) month period. Where the term "employee" is used in this Letter of Understanding, it means, "eligible employee". For purposes of FMLA leave eligibility "employed by the Employer" means "employed by the State of Michigan."
- 9. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled under the Act to a combined total of twelve (12) work weeks of FMLA leave during a twelve (12) month period.

Appendix B

- 1 10. General Provisions.
2 a. Time off from work for a qualifying purpose under the Act ("FMLA leave") will
3 count towards the employee's unpaid leave of absence guarantees as provided
4 in the collective bargaining agreement. Time off for family care leave will be as
5 provided under the Act.
6
7 b. Employees may request and shall be allowed to use accrued annual or
8 personal leave to substitute for any unpaid FMLA leave.
9
10 c. The Employer may designate a Leave of Absence under Plan C of the
11 Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA leave if
12 the employee provides information to the Employer that the leave is for a
13 qualifying purpose under the Act, prior to the end of the leave. A Plan A
14 reduced work schedule under the VWSAP may be designated by the Employer
15 as an FMLA leave, if the employee provides information to the employer that
16 the leave is for a qualifying purpose under the Act.
17
18 d. Employees may request to use accrued sick leave to substitute for unpaid
19 FMLA leave for the employee's own serious health condition or serious health
20 condition of the employee's spouse, child, or parent.
21
22 e. The Employer may temporarily reassign an employee to an alternative position
23 in accordance with the collective bargaining agreement when it is necessary to
24 accommodate an intermittent leave or reduced work schedule in accordance
25 with the Act. Upon completion of an FMLA leave, employees shall be returned
26 to their original positions in accordance with the Act.
27
28 f. Second or third medical opinions, at the Employer's expense, may be required
29 from health care providers where the leave is designated as counting against
30 an employee's FMLA leave entitlement in accordance with the Act.
31
32 g. Return to work from an FMLA leave will be in accordance with the provisions of
33 the Act and the collective bargaining agreement.
34
35 11. Insurance Continuation. Health Plan benefits will continue in accordance with the
36 Act. However, contractual Health Plan benefits are not intended to be diminished by
37 this provision.
38
39 12. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave
40 during a twelve (12) month period, granted pursuant to the collective bargaining
41 agreement, may count towards an eligible employee's FMLA leave entitlement.

Appendix B

13. Annual Leave. When an employee elects to use annual or personal leave, and it is determined, based on information provided to the Employer by that employee or that employee's spokesperson if the employee is unable to do so personally (in accordance with the Act), that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:
- a. To substitute for an unpaid intermittent or reduced work schedule; or
 - b. When the absence from work is intended to be for five (5) or more work days.
14. Sick Leave. An employee may elect or the Employer may require the employee to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that an employee exhaust sick leave before a personal medical leave commences shall continue.
- In addition, an employee will be required to exhaust sick leave credits down to eighty (80) hours before a FMLA family care leave commences. If it is determined, based on information provided to the Employer by that employee or that employee's spokesperson if the employee is unable to do so personally (in accordance with the Act), that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:
- a. To substitute for an unpaid intermittent or reduced work schedule; or
 - b. When the absence from work is intended to be for five or more work days.
- Annual leave or personal leave used in lieu of sick leave may be likewise counted.
15. Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. An employee's entitlement to parental leave will expire and must conclude within twelve (12) months after the birth, adoption, or foster care placement of a child. However, in accordance with the Act, an eligible employee is only entitled to up to a total of twelve (12) work weeks of leave for foster care placement of a child. Up to twelve (12) work weeks of leave will be counted towards the FMLA leave entitlement. An employee may elect to substitute annual or personal leave for any portion of the unpaid parental leave. Intermittent or reduced work schedules may only be taken with the Employer's approval.
16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a light duty assignment in lieu of continuing on FMLA leave, the employee's right to

Appendix B

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.

APPENDIX C

**Authorization for Deduction of Representation Service Fee
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

Name-Last First Middle

Home Address (Street) (City) (State) (Zip)

Home Phone No. Work Phone No. Social Security No.

Department and Work Site (example; Corrections/Standish Maximum Facility)

Signature Date

Work County (example; Ingham) Job Title & Level (example; CO E11)

**POLICE OFFICERS ASSOCIATION OF MICHIGAN
Authorization for Deduction of Representation Service Fee**

Social Security Number

Deduct Code

On this date, _____ 19____, I the undersigned state employee, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between POAM and the State of Michigan), and to remit same to the Police Officers Association of Michigan for payment as a representation service fee Consent is additionally hereby given to increase or decrease the specific named deduction each two-week pay period to that of any amount determined by the Associations' Board of Directors which shall not exceed the regular biweekly dues uniformly assessed against all members of the Association, Fees, contributions, or gifts to POAM are not deductible as charitable contributions, for federal income tax purposes. Fees paid to POAM, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

Signature of Employee

Name (please print or type) Department (please print or type)

APPENDIX D

Application for Membership
Police Officers Association of Michigan

Name -Last First Middle

Home Address (Street) (City) (State) (Zip)

Home Phone No. Work Phone No. Social Security No.

Department and Work Site (example; Corrections/Standish Maximum Facility)

Signature Date

Work County (example; Ingham) Job Title & Level (example; CO E11)

Police Officers Association of Michigan
Authorization for Payroll Deduction

Social Security Number Deduct Code

On this date, _____ 19__, I the undersigned state employee, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between the Police Officers Association of Michigan and the State of Michigan), and to remit same to the Police Officers Association of Michigan 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 association in accordance with the Constitution (as amended) of the Police Officers Association of Michigan. Dues, contributions, or gifts to POAM are not deductible as charitable contributions. for federal income tax purposes. Dues paid to POAM, 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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LOU, Article 8

Letter of Understanding

Article 8

Grievance Procedure

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6 During negotiations in 1995, the parties discussed problems with the Michigan
7 Department of Corrections providing timely Step Three grievance answers involving
8 written reprimands.

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10 The parties agree that in the Department of Corrections, written reprimands may be
11 appealed to arbitration only:

- 12
13 - when a written reprimand has been timely grieved, and,
14
15 - the grievance has not been answered at Step Three prior to discipline being
16 appealed to arbitration, and,
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18 - that written reprimand is used to support further progressive discipline (which
19 discipline would be by definition appealable to arbitration), and,
20
21 - which discipline is, in fact, appealed to arbitration,
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23 the merits of the grievance concerning that written reprimand may be heard during that
24 arbitration.

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26 All other written reprimands are not eligible for appeal to arbitration.
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30 **Letter of Understanding**

31 **Article 31**

32 **Motor Carrier and State Property Security Officer Recruit School**

33
34 The nature of training of Motor Carrier Officer (RCRT) 9's and State Property
35 Security Officer (RCRT) 7's at the Michigan State Police Academy mandates the
36 scheduling of at least twenty-four (24) hours per week in overtime. It is therefore
37 agreed that the compensation paid to a Motor Carrier Officer (RCRT) 9 and State
38 Property Security Officer (RCRT) 7 while in recruit school shall include base wages plus
39 compensation for overtime at the rate of time and one-half (1 ½) as provided in this
40 Agreement. The overtime pay earned prior to the completion of recruit school shall not
41 be less than twenty-four (24) hours times the number of weeks of recruit school, or the
42 Employer agrees to pay the difference between overtime worked and the
43 aforementioned amount. In the event that a Motor Carrier Officer (RCRT) 9 or State

LOU, Article 31

Property Security Officer (RCRT) 7 leaves employment prior to completion of recruit school, the overtime payment shall equal twenty-four (24) hours times the number of weeks actually in attendance at the recruit school. Only completed weeks shall be counted in its computation.

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VOLUNTARY WORK SCHEDULE ADJUSTMENT PROGRAM

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

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Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and Appointing Authority. In all other cases, once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

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Plan A. Biweekly Scheduled Hours Reduction.

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1. Eligibility.

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

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2. Definition.

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With the approval of the supervisor and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the Agreement. The employee may enroll for a minimum of one (1) pay period, but not to extend beyond September 18, 1999. The standard hours per pay period for the employee to receive the benefits of paragraphs A.3 and A.4 below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. Time off on Plan A will be counted against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

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LOU, Article 31

1 **3. Insurances.**

2 All state-sponsored group insurance programs, including long term disability
3 insurance, in which the employee is enrolled shall continue without change in
4 coverages, benefits or premiums.

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6 **4. Leave Accruals and Service Credit.**

7 Annual leave and sick leave accruals shall continue as if the employee had worked
8 or was in approved paid leave status for eighty (80) hours per pay period for the
9 duration of the Agreement. State service credit shall remain at eighty (80) hours per
10 pay period for purposes of longevity compensation, pay step increases, employment
11 preference, holiday pay, and hours until rating. Employees shall incur no break in
12 service due to participating in Plan A.

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14 **Plan C. Leave of Absence.**

15
16 **1. Eligibility.**

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

20
21 **2. Definition.**

22 With the approval of the supervisor and the Appointing Authority, an employee may
23 elect to take one (1) unpaid leave of absence during the fiscal year for a period of not
24 less than one (1) pay period and not more than three (3) months, not to extend beyond
25 September 18, 1999. The three (3) month period is not intended to be cumulative.
26 Time off on Plan C leave will count against an employee's twelve work week leave
27 entitlement under the Federal Family and Medical Leave Act, if such time off is for a
28 qualifying purpose under the Act and if all other requirements of the law and collective
29 bargaining agreement are met.

30
31 **3. Insurances.**

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

LOU, Article 31

4. Leave Accruals.

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

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5. Service Credit.

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





