Technical Unit

Collective Bargaining Agreement

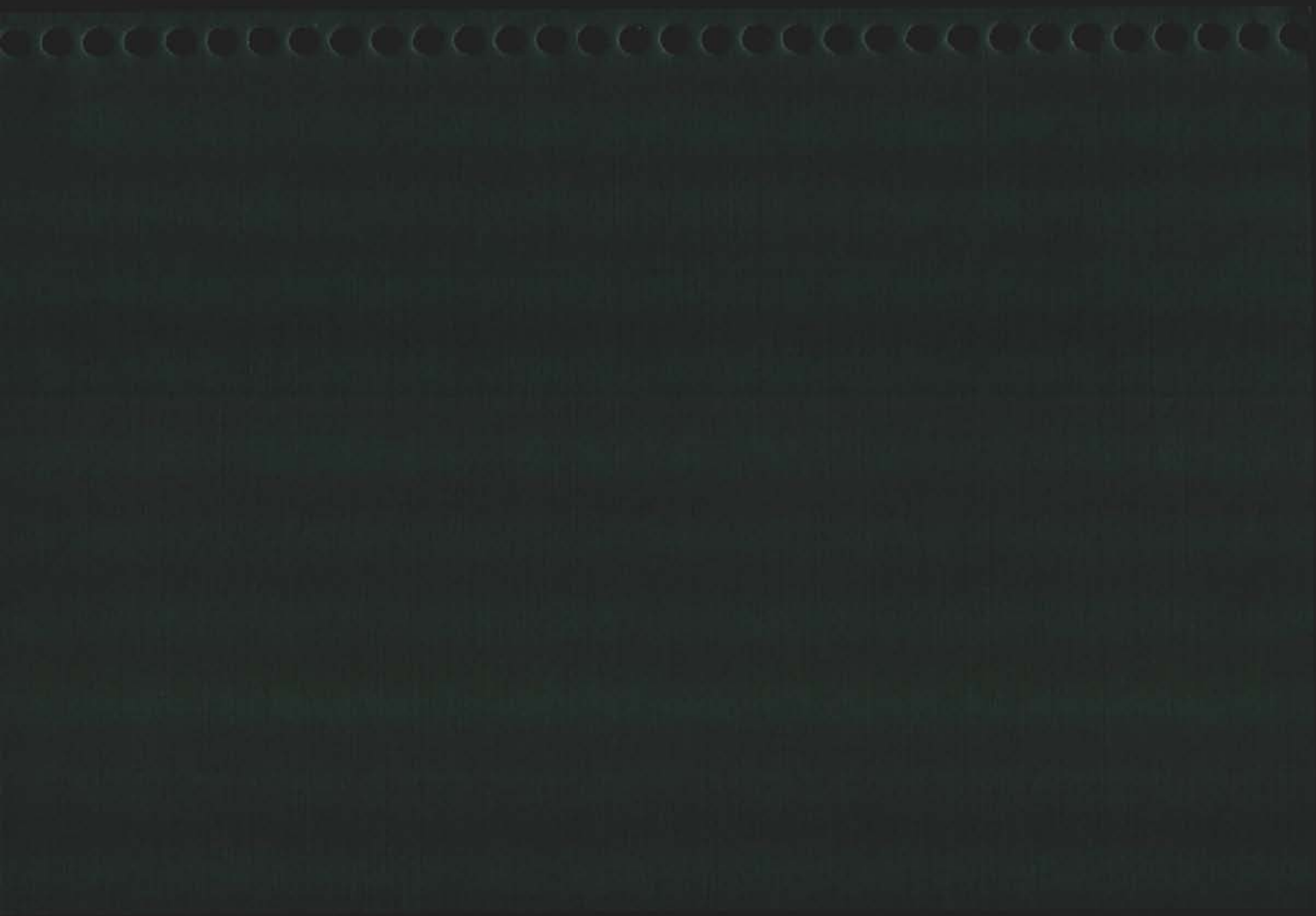
between

The Office of the State Employer

and

The United Technical Employees Association

Wages and Benefits: October 1, 1999 - September 30, 2002
Non-Economic Provisions: May 20, 1999 - December 31, 2001



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Agreement

This is an Agreement made and entered into this 20th day of May, 1999, by and between the State of Michigan and its principal Departments and Agencies excluding the Civil Service Commission and the Department of Civil Service (hereinafter referred to as the Employer), and the United Technical Employees Association (hereinafter referred to as the Association or UTEA).

All provisions contained in this Agreement will take effect upon ratification (except as specifically indicated otherwise) by the Association, the Employer and approval by the Civil Service Commission. No provisions of this Agreement shall apply retroactively unless such intent is expressly stated in the particular Article.

Article 1 - Purpose and Intent

It is the purpose and intent of the parties hereto that this Agreement:

1. Promotes harmonious relations between the Employer, employees, and the Association;
2. Provides for an equitable and peaceful procedure for the resolution of differences;
3. Establishes wages, hours, and other terms and conditions of employment which are subject to good faith collective bargaining negotiations between the parties, and to this end modifies or supersedes (a) conflicting rules, regulations and interpretive letters of the Civil Service Commission and Civil Service Department regarding proper subjects of bargaining; and (b) conflicting rules, regulations, practices, policies or agreements of or within Departments and Agencies, where such items pertain to proper subjects of bargaining.
4. Recognizes the continuing joint responsibility of the parties to provide efficient service to the public.

Article 2 - Recognition

Section 1. Bargaining Unit

The Employer recognizes the Association as the exclusive representative and sole bargaining agent for all employees in the Technical Bargaining Unit ("Bargaining Unit") with respect to wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Rules of the Michigan Civil Service Commission and the Regulations of the Department of Civil Service

This Agreement covers all employees in the Bargaining Unit as established under the Civil Service Rules and Regulations, consisting currently of the classifications listed in Appendix A to this Agreement, and such other classifications which are assigned to the Bargaining Unit under the Civil Service Rules and Regulations.

Section 2. New or Abolished Classifications

The parties will review all abolishments of existing Unit classifications as well as all new classifications consisting of a significant part of the duties of existing Unit classifications. Representation Unit positions shall not be reclassified, reallocated, or retitled by or at the request of the Employer for the purpose of removing same from the Unit without prior written agreement between the parties. This provision shall not be construed to prohibit the Employer from reallocating positions which have been downgraded for

training because of the unavailability of a register. Classified employees in classes and positions assigned to this Unit in accordance with this Section shall be subject to the provisions of this Agreement unless excluded by the Department of Civil Service as managerial, confidential or supervisory in accordance with the provisions of the Civil Service Rules or Regulations.

Nothing herein shall prohibit either of the parties from exercising its unit clarification rights under the provisions of the Civil Service Rules and Regulations. The classes/titles referenced in this Section or in Appendix A are for descriptive purposes only. Their use is neither an indication nor a guarantee that these titles will continue to be used by the Employer.

The Employer agrees to provide concurrent written notice to the Association of any requests which it makes to the Department of Civil Service for selective certifications on any Bargaining Unit positions.

Article 3 - Integrity of the Bargaining Unit

Section I. Bargaining Unit Work Performed by Non-Bargaining Unit Employees

A. The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Association. In accordance with Article 13 (Layoff) the Employer shall inform the Association of the economic or programmatic reasons for changes in work routines or systems that result in layoff of employees, abolishment or attrition of positions.

B. As provided in this Agreement, Bargaining Unit work will normally be performed by classified employees in the Bargaining Unit. The Employer will not assign work to non-Bargaining Unit employees except as provided for in this article of the Collective Bargaining Agreement.

C. Non-Bargaining Unit employees will not be assigned to perform Bargaining Unit work except to the extent that they have previously performed such work as a matter of customary practice, or only to the extent that such work is an incidental part of their duties as provided in Civil Service Class Specifications, or in the case of an emergency.

In addition to the prohibitions listed above, Bargaining Unit work will not be assigned to non-Bargaining Unit employees if such assignment would result in the reduction of hours, layoff or abolishment of positions of Bargaining Unit employees.

D. The Employer may continue to use such programs as the type listed below, provided that the primary purpose of such programs is to supplement ongoing activities or to provide training opportunities.

- Student Work Experience
- JTPA Program Employees
- Seasonal Recreation Programs
- Volunteer Programs
- WIN/GA Work Experience Programs

To the extent that it is available, the Employer will provide the Association with information which permits the Association to monitor the implementation of such programs, if not already provided. These programs are not intended to be used as a substitute for Bargaining Unit employees. An Association allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for on going State employee activities, or causes layoffs or reduction of hours for Bargaining Unit employees, shall be grievable under this Agreement.

E. The number of Construction Technician VI positions in the Michigan Department of Transportation will not be reduced as a result of assigning Transportation Engineer VI's to positions currently held by Construction Technician VI's.

Section 2. Bargaining Unit Work Performed by Supervision

Supervisory employees shall only be permitted to perform Bargaining Unit work under the following circumstances: To the extent that such work is a part of their job duties as provided in Civil Service class specifications or to the extent that they have commonly performed such work as a matter of practice; in case of emergency; when necessary to provide temporary relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid the necessity of overtime; when a Bargaining Unit employee capable of doing the work is not available; or to allow the release of employees for Association activities recognized and authorized under this Agreement.

No employee in the Bargaining Unit shall be considered a supervisor for purposes of this Agreement.

Section 3. Contracting and Subcontracting

The Employer recognizes its obligation to utilize Bargaining Unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual services in accordance with Civil Service Rules and Regulations.

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 or sub-contract services, the Employer shall, as early as possible but at least fifteen (15) calendar days prior to implementation and five (5) calendar days prior to submission to Civil Service, give written notice of its intent to contract or sub-contract to the Association. Such notice shall consist of a copy of the material to be sent to Civil Service which 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.

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

Nothing provided in this section shall prohibit the Association from challenging the planned contracting or sub-contracting before the Civil Service Commission, nor from appealing a Departmental action which it alleges violates applicable Civil Service Rules and Regulations.

Article 4 - Association Security, Dues Deduction and Remittance

Section I. Association Security

A. Any employee covered by this Agreement who is a member of the Association on the effective date of this Agreement shall, as a condition of continuing employment, tender to the Association those dues and fees uniformly required of Association members in good standing.

B. Any employee who is employed in this Bargaining Unit on the effective date of this Agreement who is not a member of the Association on the effective date of this Agreement within thirty (30) calendar days following the effective date of this Agreement, shall, as a condition of continuing employment, either:

(1) Become a member of the Association and tender to the Association those dues and fees uniformly required of Association members in good standing; or

(2) Pay to the Association a service fee, in an amount not to exceed the duly established membership dues and not exceeding the employee's proportionate share of the costs germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.

C. Any employee who becomes employed in this Bargaining Unit after the effective date of this Agreement shall, within thirty (30) calendar days following the effective date of such employment and as a condition of continuing employment, either:

(l) Become a member of the Association and tender to the Association those dues and fees uniformly required of Association members in good standing; or

(2) Pay to the Association a service fee, in an amount not to exceed the duly established membership dues and not exceeding the employee's proportionate share of the costs germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.

D. Any employee who is a member of the Association shall have the right to withdraw from Association membership at any time, but such voluntary termination of membership shall not exempt the employee from the obligation to pay the contractually required service fee.

E. The obligation of an employee who is a member of the Association on the effective date of this Agreement to tender the required dues and fees shall commence on the effective date of this Agreement. The obligation of any employee who is not a member of the Association on the effective date of this Agreement to tender the contractually required dues or to pay the contractually required service fee shall commence thirty (30) calendar days following the effective date of this Agreement.

Section 2. Compliance Procedure

In determining whether compliance has occurred, the Employer may accept proofs from an employee who is a member of and adheres to established traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations, that the employee has agreed to pay an amount equal to Association dues to a non-religious, non-labor charitable organization which is exempt from taxation under Section 50l(c)(3) of the Internal Revenue Code.

The Employer shall automatically deduct from an employee's pay check and tender to the Association a representation service fee as provided in Section 1, after the following:

A. After thirty (30) days from date of the employee's hire, the Association has first notified the Employer that:

(1) The employee is subject to the provisions of this Section;
(2) The employee has been provided with an opportunity to object to the amount of the fee;
(3) Has elected not to become or remain a member of the Association in good standing or to tender the required service fee.

B. Within ten (l0) work days from the date of the Association so notified the Employer, the Employer shall:

(1) Notify the employee of the provisions of this Agreement;
(2) Obtain the employee's response, if possible; and
(3) Notify the Association of the employee's response, if any.

C. In the event the employee fails to become a member of the Association in good standing, renew membership, or sign the "Authorization For Representation Service Fee" form after the above, the Association may request automatic deduction by notifying the Employer, with a copy to the employee, certified mail, Return Receipt Requested.

D. Upon receipt of such written notice, the Employer shall, within five (5) week days, notify the employee, with a copy to the Association, that beginning the next pay period it will commence deduction of the service fee and tender same to the Association, including fees due commencing with the employee's thirty-first day of employment.

E. Any employee in arrears in dues or fees as of the effective date of this Agreement shall have ten (10) calendar days from the date of notification by certified mail to submit a check to the Association for the full amount of the arrearage. If an employee fails to submit the payment in full within this time period, the Association may request the Employer to begin automatic double deduction of service fees for the period of time required to liquidate any remaining arrearage.

A copy of such request shall be provided to the employee, Certified Mail, Return Receipt Requested. The UTEA shall inform the Employer that:

1) The employee is in arrears, the amount of the arrearage, and the period(s) during which the arrearage arose;
2) The UTEA has notified the employee of the amount of the claimed arrearage and the basis on which it was calculated;
3) The UTEA has afforded the employee the opportunity to satisfy the arrearage; and
4) The employee continues to fail or refuse to satisfy the arrearage.

Within seven (7) calendar days following receipt of the above information by the Employer, the Employer shall notify the employee with a copy to UTEA, that beginning with the next pay period it will begin an involuntary double deduction of dues or fees until the arrearage has been satisfied.

Section 3. Dues Deduction

The Employer agrees to deduct from the wages of any Bargaining Unit employee the biweekly Association membership dues, as from time to time established, if the employee has authorized the Employer to do so by executing a written authorization in accordance with the specifications used by the Employer (and as set forth in Appendix B).

The Association dues deduction authorization shall remain in full force and effect during the period of this Agreement and may be revoked or terminated on written notice to the Employer and the Association at any time.

Dues will be authorized, revised and certified to the Office of the State Employer by the Association. Each Association member and the Association authorize the Employer to rely upon and to honor certifications by the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues.

Section 4. Representation Fees

The Employer agrees to deduct from the wages of any Bargaining Unit employee who is not on payroll dues deduction to the Association a Representation Service Fee, if the employee has authorized the Employer to do so by executing a written authorization in accordance with the specifications used by the Employer (and as set forth in Appendix C).

The written Representation Service Fee Deduction authorization shall remain in full force and effect during the life of this Agreement unless the employee executes and furnishes the Employer an Association dues deduction authorization form.

Section 5. Objections to Amount of Service Fee

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

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

Section 6. Remittance and Accounting

The Employer shall remit monies withheld from payroll dues and service fee deduction no later than ten (l0) calendar days after the close of the pay period of deduction, together with an alphabetical list of the names, by Department and Agency, of all active employees from whom deductions have been made, enrollments, cancellations, deduction changes, additional deductions, name and/or social security number changes.

Upon forwarding such payment by mail to the Association's last designated address, the Employer, its officers and employees shall be released from any liability to the employee and the Association under such assignments.

Section 7. *Bargaining Unit Information Provided to the Association*

The Employer shall provide the Association a biweekly computer report listing employees who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred between Agencies and/or

Departments, promoted, reclassified, downgraded, placed on leaves of absence of any type, including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit or who have made any change in Employee Organization deductions. This report shall include the employee's name, social security number, appointment type, position number, class/level, transaction effective date, county, city, former class, and former or new Department/Agency.

The Employer shall provide to the Association, at full cost to the Association, upon demand, a quarterly computer report listing by Department/Agency, containing the following information for each employee in the Bargaining Unit: the employee's name, social security number, hire date, Department, Agency, mail code, TKU, Employee Organization deduction code, appointment code, county code, and hourly rate. This listing shall be remitted to the designated Association office and shall be based on the active employee records during the first full pay period of the calendar quarter.

Upon request of UTEA, the Employer will provide a written explanation to adversely affected employees in those unusual circumstances where information required by this Section is not provided to the Association.

Section 8 . Deductions Not Taken

Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security (FICA); individually authorized deferred compensation; federal, state and local income taxes; other legally required deductions; individually authorized participation in State programs; enrolled employee's share, if any, of insurance premiums.

Section 9. Forms

It shall be the sole responsibility of the Association to print and furnish membership dues and representation service fee deduction authorization forms approved by the State. The Association may supply such approved forms to the personnel offices of the respective Departmental Employers where Bargaining Unit employees may obtain them upon request.

Article 5 - Association Rights

Section I. Bulletin Boards

The Employer agrees to furnish adequate bulletin board space in reasonable repair in convenient places in work areas of buildings where UTEA Unit employees work or to which they are assigned. In construction project offices where bulletin boards presently exist, the Employer will designate a portion of the board, normally 12 square feet, for the exclusive use of UTEA.

The bulletin board shall be for the exclusive use of the Association to enable employees of the Bargaining Unit to read materials posted by the Association in order to inform Unit employees about matters pertaining to the Association or the Unit.

Where the board is found to be in need of repair, UTEA, through its Chapter President, may request the installation of a new board. The location of such board will normally be at or near an area where UTEA members have reasonable access.

Any needed repairs to State owned boards resulting from normal wear and tear will be undertaken by the Employer with no cost to UTEA.

In the event UTEA desires a new board, the Association shall pay 100% of the cost of, the materials for such boards or furnish its own bulletin boards compatible with Employer locations.

The Association shall designate to the OSE, within thirty (30) calendar days after the effective date of this Agreement, at each work site at which a bulletin board is located, an individual who shall be responsible for posting and removal of material on behalf of the Association. In the event such designation is changed at any work site, the Association, within thirty (30) days after the effective date of such change, shall notify the OSE of such change. All posted material shall be signed and dated by such individual.

The Association agrees to limit its posting at State work sites to authorized bulletin board space.

Section 2. Mail Services

The Association shall be permitted to use the inter/intra agency mail distribution service for Unit representation activities, except as prohibited by law. Such mailings shall be of a reasonable size, volume and frequency, and shall be prepared in accordance with departmental specifications. The Employer, its officers and employees shall have no liability to the Association or an employee for the delivery or security of such mailings, including any mailings directed to an employee from outside the Agency.

Section 3. Association Information Packet

The Employer agrees to furnish to new employees of the Unit represented by the Association a packet of informational materials supplied to the Employer by the Association.

Such information shall consist of material informing the new employee of his/her rights and obligations under this Agreement, and the benefits afforded Association members.

Section 4. Maintenance of Materials

Designated Association officials shall have the right to maintain Association related materials in their work areas and will have reasonable access to receiving and making telephone calls related to Association business, provided that such telephone use does not unreasonably interfere with the normal work activities. The Association shall provide to the Office of the State Employer the names of these designated officials within thirty (30) calendar days after the effective date of this Agreement.

In the event any such designated Association officials are changed during the term of this Agreement, the Association shall notify the OSE of such changes within thirty (30) calendar days of the effective date of such change.

Section 5. Association Meetings on State Premises

The Employer agrees to permit the use of State conference and meeting rooms for Association meetings upon prior request of the Association, subject to its availability and approval by the appropriate local Employer representative. Such approval shall not be arbitrarily withheld, and such facilities shall be furnished without charge to the Association unless such charge is required by law or the Employer is charged for such use and uniformly requires payment of such charges by all users.
Association usage of State premises shall be governed by operational and/or security considerations of the local authority.

Section 6. Telephone Directory

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

Section 7. Access to Premises by Association Staff

The Employer agrees that officers and representatives of the Association shall be permitted necessary access to the premises of the Employer during normal working hours with advance or concurrent notice to the appropriate Employer representative. Such access shall only be for the purpose of the administration of this Agreement. Meetings related to the administration of this Agreement will normally be held in non-security, non-work areas.

The Association agrees that such access shall be subject to operational or security measures established by the Employer and shall not interfere with the normal work duties of the employees.

The Employer reserves the right to designate a meeting place and to provide a representative to accompany the Association officer or representative where operational or security considerations do not permit unaccompanied Association access. However, this provision shall not be construed to prevent Association access to lobby areas or to areas open to the general public. Access authorized by this Section shall be expedited wherever possible.

Section 8. Access to Documents, Records or Policies

Upon written request, the Association shall receive specific existing documents, records or policies which, on their face, affect the wages, hours, terms and conditions of employment for employees of this Unit and which are not exempt from disclosure by statute. Discretion permitted under F.O.I.A. shall not be impaired by this Section. The Employer is not obligated to compile reports for the purpose of complying with this Section. The Association shall pay all costs of reproducing such information.

Section 9. Prohibited Materials

It is expressly understood and agreed, that profane, political, libelous, and defamatory materials are not authorized for posting, circulation in the Employer's mail system, or for distribution on State premises, and the Employer reserves the right to remove any and all such material, and shall provide prompt notice of such action to the designated Association representative at that work site. The Association shall provide the names of such representatives in writing to the Office of the State Employer within thirty (30) calendar days after the effective date of this Agreement. In the event any such designated Association representatives are changed during the term of this Agreement, the Association shall notify the OSE of such changes within thirty (30) calendar days of the effective date of such change.

Article 6 - Management Rights

Section I. Rights of Employer

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.

To the extent they are not superseded by other provisions of this agreement, management rights include, but are not limited to, the right, without engaging in negotiations, to:

A. Determine matters of managerial policy; mission of the Agency (i.e., the services to be provided, their level, and by what means); budget; the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of emergency, to take whatever action is necessary to carry out the Agency's mission. However, if such determinations alter conditions of employment to produce substantial adverse impact upon employees, the modification and remedy of such resulting impact from changes in conditions of employment shall be subject to negotiation requirements. Any claim by the Association of failure on the part of the Employer to bargain in good faith shall be appealable through the procedures contained in the Civil Service Rules and Regulations.

B. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer. Such rights shall be exercised consistent with the other provisions of this Agreement.

C. Determine the size and composition of the work force, direct the work of the employees, determine the amount and type of work needed and, in accordance with such determination, relieve employees from duty because of lack of funds or lack of work. Such rights shall be exercised consistent with the other provisions of this agreement.

D. Make work rules which regulate performance, conduct, and safety and health of employees, provided that changes in such work rules shall be reduced to writing and furnished to the Association for its information as soon as possible, and provided that such rules do not violate any provisions of this Agreement. Rules under this section will be reviewed prior to implementation by the Office of the State Employer.

Section 2. Non-Negotiability of Management Rights

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

B. None of the enumerated rights contained in this Article are intended to supersede any written provisions of this Agreement.

Section 3. Zipper Clause

This Agreement, including its supplements and exhibits attached hereto, 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, except as specifically provided elsewhere by the terms of this Agreement or the provisions of the Civil Service Rules and Regulations. The parties acknowledge and agree that the bargaining process under which this Agreement has been negotiated, is the exclusive process for affecting terms and conditions of employment.

The parties acknowledge that, during the negotiations over the terms of 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, except as provided in Article 22, Maintenance of Benefits, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

Article 7 - Association Business and Activities

Section I. Association Activities During Working Hours

Employees shall be released and allowed time off with or without pay, and with or without loss of benefits, as provided for in this Agreement.

Section 2. Time Off for Association Business

A. To the extent that the release for Association business does not substantially interfere with the Employer's operations, properly designated Association representatives, regardless of shift, shall be released and allowed time off without pay for legitimate Association business. Such time off shall not be detrimental in any way to the employee's record. Nothing herein requires the Employer to release an employee from work if such release would substantially interfere with the work, order or discipline in the work place, or if such release would directly or indirectly pose a risk to the health or safety of State employees, officers, or the public, or would require the Employer, by the terms of this Agreement to pay overtime at premium rates because of such release.

B. An employee shall furnish notice of the employee's request pursuant to Subsection A. above to his/her immediate supervisor, as soon as possible, but prior to the scheduled activity.

In addition to the above employee notice, the Association President or Executive Director or his/her designee shall provide written notice to the employee's Appointing Authority prior to the scheduled activity, if possible, or verbal notice in those circumstances where it is impossible to provide prior written notice. In any case, written notice will be provided either prior to or following the activity.

No employee shall be entitled to be released pursuant to these provisions unless the request of the employee and the Association is provided as required herein, except in circumstances where it is impossible to do so or upon mutual agreement.

Section 3. Association Officers

The Association agrees to furnish to the Office of the State Employer in writing the names, Departments (and Agencies) of all employees holding an elective or appointive office within the Association. The purpose of such listing shall be only to identify those persons whom the Employer may reasonably expect to be requesting paid or unpaid leave to participate in legitimate Association business. Such notice shall be provided within thirty (30) calendar days following the effective date of this Agreement. Similar written notice shall be provided within seven (7) calendar days following changes in such designations.

Section 4. Annual Leave Buy Back

Employees designated by the Association may utilize accumulated leave time (holiday, compensatory, Plan B, or annual leave) in lieu of taking such time off without pay, to engage in Association activities authorized by this Agreement.

When an employee designated in accordance with Section 3 of this Article utilizes unpaid leave time and elects to utilize annual leave credits, the employee may "buy back" such credits with the following restrictions:

A. The employee and the Association must notify the appointing authority in writing of the intent to "buy back" such credits.

B. The employee shall be permitted annual leave absence from work for such business up to a maximum of accrued credits.

C. The employee may reinstate such expended credits used in the previous twelve (l2) months by cash payment to the Department personal services account at the employee's current hourly rate. The employee shall furnish to the Department the net amount of refund (gross salary less employee's federal, state, and city withholding tax deductions and social security tax). This provision shall be administered in compliance with applicable tax statute.

D. The employee shall be allowed to exercise the option of reinstating such credits for him/herself no more than four (4) times each fiscal year, except that no such "buy back" may occur later than August l.

E. The Appointing Authority will, except in circumstances when it is impossible to do so, credit the employee making request for "buy back" in accordance with the provisions of this article, with such "buy back" credits within forty five (45) days of the receipt of the employee's payment for such credits by the appointing authority.

Section 5. Administrative Leave Bank

Subject to the operational needs of the Employer, and the provisions of this article, the Employer shall make every reasonable effort to allow employees in this Unit, designated in accordance with the provisions below, time off without loss of pay, benefits or service credits during scheduled working hours to engage in union authorized functions subject to the following conditions:

A. Such time shall not exceed 2,000 hours per year for each year the contract is in effect.

B. Such time shall be credited at the beginning of the first pay period which starts after the effective date of this Agreement, and on each contract anniversary date.

C. Such time may only be used in the fiscal year in which it was granted, and shall not be carried forward from one year to the next.

D. If a representative utilizing leave under this bank is expected by the Association to spend more than 500 hours in a contract year in such activities, they shall be so designated by the Association. Only representatives so designated shall be allowed to use more than 500 hours from this bank in a contract year.

In the event that a named representative's absence from the work place would create serious operational problems for the Employer, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designation of an alternative representative by the Association. Such employees are to be considered as employees of the union during the periods 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 purpose of seniority accrual, time spent by such employees shall be considered as time worked unless prohibited by applicable legislation. The Union shall reimburse the Employer for the Employer's share of all applicable insurance premiums during the periods of absence covered by administrative leave from the bank.

E. Such time shall be granted in increments of no less than one (1) hour.

No employee shall be entitled to charge an absence to such administrative leave bank unless notice equivalent to that required in this Article has been provided.

Article 8 - Association Representation

Section I. Bargaining Committee

Employees in the Bargaining Unit shall be represented by the Association in primary and secondary negotiations in accordance with this Section. Bargaining Committee representatives authorized by this Section shall be compensated in accordance with this Section.

A. Primary Negotiations: The Primary Bargaining Committee, including alternates, shall be designated in writing by the Association. No more than seven (7) employees shall be released with administrative leave to attend such sessions. Designations shall be provided to the State Employer not later than the Monday immediately preceding the pay period containing the date of the first negotiation session. Each properly designated committee member shall be granted administrative leave for all approved time related to primary negotiations.

B. Secondary Negotiations: Any Secondary Bargaining Committee shall be designated by the Association and shall consist of not more than six (6) persons in the Department of Transportation and three (3) persons in the other Departments per session, all of whom shall be employed in the Department in which secondary negotiations are conducted, excluding non-state employees.

Written notice of the names of unit employees designated by the Association shall be supplied to the relevant departmental employer not later than the Monday immediately preceding the pay period containing the date of the first negotiating session. Each secondary committee member shall be granted administrative leave for the first forty (40) hours of secondary negotiations, or such lesser amount as the negotiations require. If such negotiations extend beyond forty (40) hours, committee members shall be placed upon leave without pay, but without loss of benefits or service credits. Such forty (40) hours maximum may be increased by an amount mutually agreed upon by the parties.

Section 2. Association Representatives and Jurisdictions

Employees covered by this Agreement are entitled to be represented in the grievance procedure, and for other purposes expressly stated in this Agreement, by a Steward or Chief Steward or, at the discretion of the Association, a UTEA Staff Representative.

Employees may, alternatively, be represented by an attorney of their choice in the grievance procedure, at their own expense, on terms acceptable to the Association and the Employer.

A representation leave bank is established for the purposes of providing representation in grievance proceedings, attendance at meetings of the Association's Statewide Grievance Committee, and Grievance Training Sessions sponsored or presented by the Association.

This bank is based on 100 hours of representation leave for each Steward/Alternate and 175 hours of representation leave for each Chief Steward, per contract year, as certified by the Association to the Office of the State Employer, within ten (10) days of the effective date of this Agreement.

The Association may designate one (1) Steward for each fifteen employees at a work site, up to a maximum of five (5) Stewards at any work site, to represent Unit employees of the Department in grievance conferences or disciplinary conferences at such work site. Each assigned Steward may have an assigned Alternate. A Steward/Alternate shall lose no normal pay or leave credits while representing Unit employees at their own work site, or for any other purpose for which leave is granted under this article.

For purposes of this Article, work site is defined as a building occupied in part or entirely by a Department or a group of buildings which constitute a facility or a field office in the Department of Transportation. At a work site with multiple working shifts, the Association may designate a Steward for each shift.

A Chief Steward shall lose no normal pay or leave credits while representing unit employees of their department within their designated jurisdictional area or for any other purpose for which leave is granted under this article. Chief Stewards will not be selected from work sites of less than seven (7) employees. In the event the preceding restriction causes the Association difficulty in selecting Chief Stewards, the parties agree to meet in an attempt to resolve the problem. The total number of Chief Stewards shall not exceed one (1) per UTEA Chapter.

A Chief Steward shall be allowed a reasonable amount of time without loss of pay to investigate a grievance pending at step one (1) or step two (2) of the grievance procedure. A Chief Steward will be permitted to leave during his/her regular working hours upon requesting and receiving approval from his/her supervisor. Time spent by a Chief Steward investigating grievances as provided herein shall be charged to the representation leave bank established in Section 2 of this Article.

A. The total amount of time which may be used by Chief Stewards for investigating grievances shall not exceed eight hours in a pay period, including travel time. If the Chief Steward is going to visit another work site, approval for such visit must also first be obtained from the appropriate supervisor of the work site to be visited.

B. A form for recording and authorizing time spent investigating grievances will be provided by the employer for the accounting of such time. To secure release and pay for time off during the emloyee's regularly scheduled working hours, the Chief Steward will be required to complete the form. The Chief Steward shall include the need for investigation or identification of the grievance and the estimated period of time he/she will be away from the work station.

C. The employer will not be required to release or pay for Chief Steward time off in accordance with this Article where the Chief Steward has failed to follow the provisions contained in the Article.

D. Grievance investigation activities shall be conducted with the intention of minimizing loss of work time. Any alleged abuse of this provision shall be a proper subject for review by the Employer and UTEA.

Nothing herein requires the Employer to release an employee from work if such release would substantially interfere with the work, order or discipline of the work place, or would directly or indirectly pose a risk to the health or safety of State employees, officers, or the public, or would require the Employer, by the terms of this Agreement, to pay overtime at premium rates because of such release.

Section 3. Release of Association Representatives

No Association Representative or proposed witness shall leave his/her work to engage in employee representation activities 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 representative the Association, at its discretion, may either request an alternate representative or have the activity postponed and rescheduled. In making such request, the Association will provide timely representation to avoid delay.

For purposes of pay only, properly designated representatives from the afternoon shift or the night shift shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift only in accordance with the provisions of this Agreement.

The Employer shall make every reasonable effort to minimize the adverse impact on shift employees in scheduling meetings.

If an employee scheduled for a grievance or disciplinary conference is employed at a work site where a Steward is designated, the Employer shall be obligated to release only such Steward at the employee's work site.

Section 4. Access to Association Representatives

Employees shall have reasonable access to an Association Representative during working hours to consult about the rights and obligations provided for in this Agreement, but such access shall, except as provided below, be confined to the non-work time (rest and meal periods) of the employee and the representative.

Such discussions shall not be held in such a place or manner as to disrupt the operations of the Employer. In circumstances involving an imminent danger to the employee, a disciplinary conference or an investigatory interview in which by the terms of this Agreement, the employee is entitled to request Association representation, the employee shall have access to a representative during work time if it will not cause the employer any overtime liability or substantially interfere with work operations.

When an employee desires access to an Association Representative during work time, the employee shall notify his/her supervisor of the contractual reason, and such access shall be allowed within a reasonable length of time such that it does not substantially interfere with work operations.

Section 5. Association Leave

A. No later than thirty (30) calendar days following the effective date of this Agreement, the Association shall provide written notice to the State Employer of name, Department/Agency of the President, who will be exercising any of the representational or union functions contained or recognized in any Article of this Agreement. This shall include but is not limited to grievance handling, disciplinary conferences, arbitration, labor management meetings, and all other activities in which Association Representatives are entitled by the terms of this Agreement to participate on administrative leave.

Similar written notice shall be provided within seven (7) calendar days following change in such designation.

B. If the President is expected by the Association to spend more than 500 hours in a contract year in such activities, the Employer shall be notified.

Such employees shall be placed on "Association Leave" and shall be relieved of all work duties during the course of such leave; and the Association shall reimburse the State for the gross total cost of such employee's state wages, benefits, insurance, retirement and other costs. The employee's status for pay and benefits shall be the same as if administrative leave had been granted.

C. If, during the course of any contract year, the amount of administrative leave used by the employee referenced in Subsection A above exceeds 500 hours during the contract year, such employee may immediately be placed on "association leave" by the Employer subject to the conditions of Subsection B above.

D. An employee may not avoid the operation of this Article by substituting annual leave or any other time, paid or unpaid, for administrative leave.

E. The "Association Leave" shall extend to the end of the contract year, at which time it shall be renewed unless the Association notifies the Employer that it does not expect the employee to spend 500 hours or more in activity cited in this Section in the following contract year.

Article 9 - Grievance Procedure

Section 1. General

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

B. Employees shall have the right to present grievances in person or through a designated UTEA Representative at the appropriate step of the grievance procedure. No discussion shall occur on the grievance until the designated UTEA Representative has been afforded a reasonable opportunity to be present at any grievance meetings with the employee(s).

Upon request, a supervisor will assist a grievant in contacting the designated Steward or Representative. Any settlement reached with a grievant without the accompaniment of a UTEA Representative shall be communicated to UTEA and shall only be implemented following the approval of the settlement by UTEA.

C. UTEA shall determine whether the representative at step one, two or three of the grievance procedure shall be a Steward, Chief Steward or Staff Representative.

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

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

F. UTEA, through an authorized Officer or Staff Representative, may grieve an alleged violation concerning the application or interpretation of this Agreement in the manner provided herein. Such grievance shall identify, to the extent possible, employees affected. UTEA may itself grieve alleged violations of Articles conferring rights solely upon the Association.

G. Grievances which by nature cannot be settled at a preliminary step of the grievance procedure may, be filed at an advanced step where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted, for example, grievances involving disciplinary action with loss of pay; incorrect pay calculation; or working out of class.

H. Group grievances are defined as, and limited to, those grievances which cover more than one employee and which pertain to like circumstances for the grievants involved. Group grievances shall, insofar as practical, name all Departments, employees and/or classifications and all work locations covered and may, at the option of UTEA, be submitted at Steps Two or 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 the conclusion of the third step hearing. UTEA shall, at the time of filing such a grievance, also provide a copy to the Office of the State Employer.

I. 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.

J. 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 discrimination against a probationary employee may be appealed by UTEA to Arbitration.

K. Counseling memoranda and reprimands are not appealable beyond Step Three, but less than satisfactory service ratings grievances of non-probationary employees are appealable to Arbitration.

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

M. Grievances filed before the effective date of the Agreement shall be concluded only under the provisions of the previous agreement as though that agreement were still in effect.

Section 2. Grievance Steps

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

B. **Step Two**: If not satisfied with the supervisor's answer in Step One, the grievance, to be considered further, shall be appealed to the designated Employer Representative within five (5) week days from receipt of the answer in Step One. The parties, upon request of either, will meet and attempt to resolve the grievance. Grievance meetings at Step Two involving 2nd or 3rd shift employees shall be held as conveniently as possible to the employee's shift and normally precede or immediately follow the employee's shift. A written answer will be placed on the grievance form by the appropriate Employer representative and returned to the employee(s) and the designated UTEA Representative within ten (10) week days from receipt of the grievance form at Step Two. The answer will be responsive to the grievance to the extent possible and shall indicate the basis for the determination.

C. **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. A Step Three conference shall be mandatory at the request of either party, on any grievance subject to arbitration under this Agreement.

   The Step 3 grievance conference is for the purpose of discussing the grievance, discovering the facts, and attempting to reach a mutually acceptable resolution of the grievance. Such conference shall be conducted as an informal discussion and not a formal hearing. 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 UTEA Representative within fifteen (15) week days from the date the Step Three conference is held or mutually waived. If a step three conference is not required, the employer's written response must be given within fifteen (15) week days from the date of the receipt of the grievance at step three.

   If the grievant or Association decides to modify or amend a grievance or raise new issues, such action must be taken by the conclusion of the Step 3 conference.

D. **Arbitration**: If not satisfied with the Employer answer in Step Three, only UTEA 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 unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Employer's Step Three answer without prejudice or precedent in the resolution of future grievances. The parties may propose consolidation of grievances containing similar issues.

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

If not satisfied with the Employer answer in Step 3, UTEA may appeal the grievance to arbitration by notifying the Office of the State Employer in writing prior to or concurrent with submission of the demand for arbitration according to the provisions of this section.

Before the arbitration hearing, representative(s) of UTEA, the Office of the State Employer, and/or the departmental Employer may request a meeting to review the grievance. An effort shall be made in such discussions to arrive at a fair and equitable grievance settlement to avoid the necessity of arbitration. Such settlement shall be confirmed in writing when agreed to by UTEA and the Office of the State Employer.

If the grievance is not resolved through such meeting, UTEA may continue to arbitration. This process shall not impede or delay the grievance arbitration process. All issues not previously raised, including threshold issues, shall be raised by either party in writing within fifteen (15) week days following the Employer's receipt of the demand for arbitration. The Arbitrator shall be selected and the hearing conducted under the rules of the Federal Mediation and Conciliation Service. The American Arbitration Association, Michigan Employee Relations Commission, or other forum, may be used by mutual agreement. When the Federal Mediation and Conciliation Service is utilized a list of nine (9) arbitrators will be requested.

1) When selecting an arbitrator, each party shall alternately strike a name until only one name is left; that individual shall act as arbitrator. In the event that the parties cannot agree on who shall strike first, the order shall be determined by means of a coin flip.

2) In the event that a party fails to participate in the striking process, the other party shall select the arbitrator from the names on the list.

The expenses and fees of the Arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the arbitration. In the event the arbitrator rules that neither party totally prevails in the arbitration, the expenses and fees of the arbitrator and 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.

The Arbitrator shall only have the authority to adjust grievances in accordance with this Agreement, as provided 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 or this Agreement and shall not make any award which in effect would grant UTEA 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.

The decision of the Arbitrator will be final and binding on all parties to this Agreement, except as may be otherwise provided in the civil Service Rules and Regulations. Arbitration decisions shall not be appealed to the Civil Service Commission, except any party may file with the State Personnel Director a complaint that the Arbitrator's decision violates, rescinds, limits, or modifies 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) week days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within twenty (20) week days from the closing of the record of the hearing.

E. Hearing and Record: The arbitrator shall fix the time and place for each hearing. Either party may be represented by representatives of their own choice. A party wishing a stenographic record shall make arrangements directly with a stenographer and shall notify the other party and the arbitrator of such arrangements in advance of the hearing. The requesting party shall pay the cost of the record unless the parties agree to share such costs. If the transcript is agreed by the parties to be, or in appropriate cases determined by the arbitrator to be, the official record of the proceeding, it must be made available to the arbitrator and to the other party.

F. Attendance at Hearings: Persons having a direct interest in the arbitration are entitled to attend hearings unless a party objects in which case the arbitrator shall decide on attendance. The arbitrator shall have the power to sequester any witness or witnesses during the testimony of other witnesses, except for the grievant who shall be entitled to remain during the course of the hearing.

G. Adjournments: Adjournments may be granted by the arbitrator upon the request of a party for good cause shown or upon his or her own initiative and shall adjourn if mutually agreed by the Association and the Employer. Cancellation fees, if any, shall be paid by the requesting party unless the adjournment is by mutual request.

H. Oaths: The arbitrator may require witnesses to testify under oath administered by the arbitrator or other qualified person and, if requested by a party, shall do so.

I. Evidence: The arbitrator shall be the sole judge of the admissibility of the evidence offered. The legal rules of evidence shall not apply.

Section 3. Time Limits

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

Grievances not appealed within the designated time limits in Steps Two or Three of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure shall be considered automatically appealable and processed to the next step.

Where the Employer does not provide the required answer to a grievance within the time limit provided at Steps One, Two and Three, the time limits for filing at the next step shall be extended for ten (10) additional week days. The time limits at any step or for any hearing may be extended by written mutual agreement of the parties involved at the particular step.

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

Section 4. Retroactivity

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

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

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

Section 5. Exclusive Procedure

Except as otherwise provided in the Civil Service Rules and Regulations, the grievance procedure set out above shall be exclusive and shall replace any other procedure for adjustment of grievances.

Section 6. Processing Grievances

Whenever possible, the grievant or group grievance representative and the designated UTEA Representative shall utilize non-work time to consult and prepare. When such preparation is not possible, the grievant or group grievance representative(s) and the designated representative will be permitted a reasonable amount of time, not to exceed one-half (½) hour without loss of pay, for consultation and preparation immediately prior to any scheduled grievance step meeting during their regularly scheduled hours of employment. Overtime is not authorized.

One (1) designated Steward or Chief Steward and the grievant will be permitted to process a grievance without loss of pay. In a group grievance a Steward or Chief Steward and/or UTEA Staff Representative, and up to two (2) grievants shall be entitled to appear without loss of pay to represent the group. The Steward or Chief Steward must have jurisdiction at one of the work sites represented in the grievance.

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 Stewards in processing grievances.

Section 7. Documents and Witnesses

Upon written request, UTEA 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. Upon request, prior to Arbitration, all documents not previously provided or exchanged which either party intends to use as evidence will be forwarded to the other party.

However, such response shall not limit either party in the presentation of necessary evidence, nor shall either party be limited from introducing any document or evidence it deems necessary to rebut the case of the other. Documents requested under this Section shall be provided in a timely manner.

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

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

Article 10 - Disciplinary Action

Section 1. General

The parties recognize the authority of the Employer to reprimand in writing, suspend, discharge or take other appropriate disciplinary or corrective action against an employee only for just cause. Discipline, when invoked, will normally be progressive in nature; however, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

Section 2. Investigation and Representation

Allegations or other assertions of failure of proper employee conduct or performance are not charges, but constitute a basis for appropriate investigation by the Employer. The parties agree that disciplinary action must be supported by timely and accurate investigation. The employee will cooperate in the investigation, to the extent possible including responding to questions related to the investigation. Such investigations must be initiated within fifteen (15) weekdays from the date that the Employer knew or could reasonably have known of the employees's improper conduct or performance. Failure of the Employer to act within the above cited time limit shall bar the Employer from taking any action against the Employee relative to the specific conduct in question. Except in unusual circumstances, such investigation shall be completed within 15 week days of the initiation of the investigation.

An employee shall be entitled to a UTEA representative, if requested, at any meeting at which disciplinary action may or will take place, or at any investigatory interview of the employee by the Employer related to one or more specific charges of misconduct against the employee. The Employer must advise the employee if he/she is entitled to representation under the provisions of this section, and of the purpose of such meeting prior to the meeting. 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 UTEA Representative is to be an attorney certified by UTEA, the employee or UTEA shall give as much notice as possible to the Employer.

Section 3. Disciplinary Action and Conference

A disciplinary conference shall be held within thirty (30) calendar days of completion of the investigation, and discipline, if any, shall be imposed within thirty (30) calendar days of the disciplinary conference.

A. Whenever an employee is to be formally charged with a violation which may lead to discipline, or charges are in the process of being prepared, a Disciplinary Conference shall be scheduled and the employee shall be notified in writing of the claimed violation and disciplinary penalty or possible penalty therefore, and of his/her right to representation at such conference. Nothing shall prevent the Employer from withholding a penalty determination until after the Disciplinary Conference provided herein has been completed.

Whenever it is determined that disciplinary action is appropriate, a Disciplinary Conference shall be held with the employee, at which the employee shall be entitled to UTEA representation. The representative must be notified and requested by the employee. However, the employer must notify the employee of his/her right to such representation. No Disciplinary Conference shall proceed without the presence of a requested Representative.

The Representative shall be a local Steward or a UTEA Staff Person so that scheduling of the Disciplinary Conference shall not be delayed. The employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Except in accordance with Sections 3B and 4 of this Article, an employee shall be promptly scheduled for a Disciplinary Conference. Questions by the employee or representative will be fully and accurately answered at such meeting to the extent possible. Response of the employee, including his/her own explanation of an incident if not previously obtained, or mitigating circumstances, shall be received by the Employer. The employee shall have the right to make a written response to the results of the Disciplinary Conference which shall become a part of the employee's file.

Disciplinary conference proceedings may not be taped or electronically recorded in any other manner unless mutually agreed to by the Employer and the UTEA representative at the conference.

The employee shall be given and sign for a copy of the written notice of charges and disciplinary action, if determined. Where final disciplinary action has not been determined the notice shall state that disciplinary action is being contemplated. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. If the employee refuses to sign, the supervisor will write "Employee refused to sign" and sign his/her own name with the date. A witness signature should be obtained under this circumstance.

B. 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.

C. Notice: Formal notification to the employee of disciplinary action shall be in the form of a letter or form spelling out charges and reasonable specifications, advising the employee of the right to appeal. The employee must sign for his/her copy of this letter, if presented personally, or the letter shall be sent to the employee by certified mail, return receipt requested. If the employee refuses to sign, the supervisor will write "Employee refused to sign" and sign his/her own name with the date. A witness signature should be obtained under this circumstance.

Dismissal shall be effective on the date of notice. An employee whose dis accrue any further leave or benefits subsequent to the date of notice. If the e and signed for a written letter of reprimand, no notice is required under this A.

D. Any employee who alleges that disciplinary action is not based upon just cause eal such action in accordance with the Grievance Procedure.

E. 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.

Section 4. Emergency Disciplinary Action

A. Removal from Premises or Temporary Suspension: Nothing in this Article shall prohibit the Employer from the imposition of an emergency disciplinary suspension and/or removal of an employee from the premises in cases where, in the judgment of the Employer, such action is warranted. As soon as practicable thereafter, investigation and the Disciplinary Conference procedures described herein shall be undertaken and completed.

B. Suspension for Criminal Charge: An employee arrested, indicted by a grand jury, or against whom a charge has been filed by a prosecuting official may be immediately suspended in accordance with Section C, below, except if charged with a felony, in which case, the provisions of this section regarding felony charges shall apply. Such suspension may, at the discretion of the Appointing Authority, remain in effect until the indictment or charge has been fully disposed of by trial, quashing or dismissal.

Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this subsection, where the employee contends that the charge does not arise out of the job, or is not related to the job, except that suspension for a felony charge shall not be appealable while such charge is pending. The grievance may be filed directly to Step Three (3) and shall be promptly arbitrated.

An employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service upon proper notice without the necessity of further charges being brought, and such disciplinary action shall be appealable through the grievance procedure. The record from any trial or hearing may be introduced by the Employer or UTEA in such grievance hearing, including arbitration. Under this circumstance a disciplinary conference will be conducted only upon written request of the employee. An employee whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing and made whole if previously suspended in connection therewith unless disciplinary charges, if not previously brought, are filed within three (3) weekdays after receipt of notice at the central personnel office of the results of the case, and appropriate action in accordance with this article is taken against such employee.

Nothing provided herein shall prevent the Employer from disciplining an employee for just cause at any time irrespective of criminal or civil actions taken against an employee or irrespective of their outcome.

C. Suspension for Investigation: The employer may suspend an employee from duty, with or without pay, for investigation. A suspension for investigation without pay may only be assessed against an employee based upon a reasonable belief that the employee has engaged in a criminal activity. A suspension for investigation which does not involve criminal matters shall not exceed seven (7) consecutive calendar days.

In the event no disciplinary action has been taken by the end of the seven (7) calendar day period, the employer shall either return the employee to active employment status or convert the suspension to paid time. An unpaid suspension for investigation which is based upon a reasonable belief that criminal activity is involved shall not exceed seven (7) calendar days, unless the employee has been charged with a felony. The employee shall lose no pay or benefits for the period of the temporary suspension which exceeds seven (7) calendar days. If the employee is given a disciplinary suspension without pay for fewer days than the suspension for investigation, the employee shall be made whole for all days in excess of the disciplinary suspension, including any overtime to which the employee would have been entitled.

Section 5. Resignation in Lieu of Disciplinary Action

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

Article 11 - 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 1. 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 UTEA Representative during such performance discussion or review. Any discussions or documentation related to performance review shall remain confidential. Only authorized Employer representatives, the employee, and the Association representatives authorized by the employee in writing, shall possess or have access to such records. Authorized Employer representatives shall be limited to the employee's supervisors and Office of Human Resources personnel who are assigned responsibility for the employee in question.

Section 2. 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, except for the personal use of the participants.

Section 3. Formal Counseling

A. When, in the judgment of the Employer, formal counseling is necessary, it may be conducted by the appropriate supervisor. Formal counseling may include a review of applicable standards and policies, action which may be expected if performance or conduct does not improve, and a reasonable time period established for correction and review.

Formal counseling will be prepared on a record of counseling form, a copy of which will be given to and signed for by the employee and a copy kept in the employee's personnel file. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. Formal counseling is grievable in accordance with Article 9 through Step 3.

B. An employee shall not have the right to a designated UTEA Representative during counseling.

C. Formal counseling may not be introduced in a disciplinary proceeding except to demonstrate, if necessary, that an employee knew or knows what is expected of him/her.

D. The distinction between informal and formal counseling shall be maintained and a counseling memo, if any, shall be considered formal.

Section 4. Removal of Records

Neither performance review, informal nor formal counseling shall be considered as disciplinary action nor as prerequisites to disciplinary action. The record of counseling shall be removed from the employee's personnel file after twelve (12) months of satisfactory performance during which the employee has not received a less-than-satisfactory service rating, been the subject of disciplinary action which has not been reversed, or received further formal counseling for the same or similar reason(s). In the event the Employer fails to remove the above-cited material at the conclusion of 12 months of satisfactory service as defined above such removal shall take place immediately upon discovery of the error or following the request of the employee.

Upon removal, these records will be sealed and will only be opened in the event that such records are needed to provide a defense for the Employer's actions in Civil Rights litigation. These sealed records will not be used for the purpose of initiating discipline against an employee.

Section 5. 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 12 - Seniority

Section 1. Benefit Seniority

A. Definition: For the purposes indicated below, benefit seniority shall consist of the total number of continuous service hours of an employee in the state classified service, including non-classified service currently creditable under Civil Service Rules.

For all purposes under this Agreement, the benefit seniority of an employee who becomes employed in the Unit as a result of program accretion into State Government shall start on the date of actual appointment into the State Classified Service, unless provided otherwise by negotiations between the parties to this Agreement. Continuous service shall be as recorded in the PPS (Payroll Personnel System) continuous service hours counter. No hours paid in excess of eighty (80) in a biweekly pay period shall be credited. No hours shall be credited for service in non-career appointments, on lost time, suspension without pay, leave of absence without pay (except for military leave of absence for up to 10,400 hours), or layoff.

B. Application: Benefit Seniority as defined above shall only be used for:
   (1) Annual Leave Accrual.
   (2) Longevity pay.
   (3) Retirement Credit. Unless in conflict with statutory requirements, in which case the statutory provisions shall apply.

C. Breaks in Benefit Seniority: Seniority and the employment relationship shall be terminated when an employee:
   (1) Quits or resigns; or
   (2) Is discharged; or
   (3) Is laid off and fails to report to work within ten (10) calendar days after having been recalled; or
   (4) Does not report for work within seventy-two (72) hours after the termination of an authorized leave of absence; or
   (5) Is laid off for a period in excess of three (3) years or the extension of the recall rights in accordance with Article 13; or
   (6) Retires or is retired.

D. Reinstatement (Bridge) of Benefit Seniority: If an employee's seniority is broken and the employee is subsequently appointed to a position in the Unit, previous seniority shall be credited for the purposes and in the manner provided below:

   (1) Annual Leave Accrual: After the employee completes a total of 10,400 hours of credited continuous state service following the most recent career appointment; and
   (2) Longevity Pay: After the employee completes a total of 12,480 hours of credited continuous state service following the most recent career appointment; and
   (3) Retirement Credit: Only as provided by statute. However, military service previously credited shall not be credited for purposes of benefit seniority, if the employee previously qualified for and received these benefits.

Section 2. Bargaining Unit Seniority

A. Definition: For the purposes stated below, Bargaining Unit seniority shall be defined as provided in Section 1 of this Article, Benefit Seniority, except that Bargaining Unit seniority shall not include any of the following service, if such service has been credited to the PPS Continuous Service Hours Counter:

   (1) Military service time earned prior to appointment to the state classified service;
   (2) Service in any excepted or exempted position in State Government which immediately preceded entry into the state classified service;

(3) More than 1040 hours of service in a position defined as "excluded" under the Employee Relations Policy, if such service was earned after the effective date of this Agreement.

B. Application: Bargaining Unit Seniority as defined in Subsection A above shall be used for:

(1) Vacation Scheduling (Article 25); and
(2) Assignment and Transfer (Article 16); and
(3) Layoff, Reduction of Hours and Recall (Article 13); and
(4) Such other purposes expressly agreed to by the parties.

Section 3. Seniority Lists

A. Benefit Seniority Lists: Shall be prepared by the Employer structured by Department, Agency, Mail Code or TKU, Class and Level, and continuous service hours in descending order, of all Bargaining Unit employees on the payroll on the preparation date. Once per calendar year, upon Association request, the Employer shall provide to the designated Association representative this list in duplicate, without cost to the Association.

Additional lists requested during the calendar year shall be provided at full cost to the Association. Errors reported shall be investigated and, if verified, corrected by the Appointing Authority.

B. Bargaining Unit Seniority Lists: Shall be prepared by the Employer, structured by Department, Agency, TKU or Mail Code, Class and Level, and hours in descending order of all Bargaining Unit employees on the payroll on the preparation date.

Twice per calendar year, upon Association request, the Employer shall provide to the designated Association representative this list in duplicate.

An employee or the Association shall notify the Departmental Employer of any error in the current seniority list within thirty (30) calendar days following the date such list was provided to the Association. Any error timely reported shall be promptly corrected. If no error is reported within thirty (30) calendar days, the list will stand correct as prepared and will thereupon become effective.

For the purpose of Article 13 only, Layoff, Reduction of Hours, and Recall, an employee who has "lost time" between the preparation date of the list and two weeks prior to the date of notification of his/her layoff shall have such lost time deducted from the seniority hours as indicated on the seniority list, and such change shall be taken into account in determining the relative rights of employees in making the layoff(s). No other lost time shall be deducted from an employee's seniority until preparation of the subsequent seniority list.

Section 4. Limitations

Initial probationary employees shall not be granted, and shall not exercise, any seniority rights as specified in this Agreement. Upon successful completion of the initial probationary period, such employees shall receive seniority credit for the hours accumulated during the probationary period and their name shall be entered on the seniority lists.

Adjustments to economic benefits that may be required due to an error in the seniority computation shall be made by the Employer as soon as practicable following notice of the error pursuant to Section 3 above.

Section 5. Construction/Coordination of New Seniority Lists

The Employer shall continue to use the seniority lists used prior to the effective date of this Agreement until a new seniority list is established pursuant to this Section.

Notwithstanding the provisions of Section 3 above, within 30 days after the effective date of this Agreement the Employer shall provide to the Association new seniority lists at no cost to the Association.

Article 13 - Layoff, Reduction of Hours, and Recall

Section I. Layoff and Option of Reduction of Hours

A. UTEA recognizes the right of the Employer to layoff, including the right to determine the extent, effective date and length of such layoffs, for lack of funds, lack of work or as mandated by law. The Employer shall have the right to determine the positions to be abolished when a layoff or work force reduction is deemed necessary.

(l) An Executive Order, if issued and approved, reducing departmental spending and/or wage and salary appropriations, shall permit the Employer to lay off unit employees as necessary to comply with such order.
(2) Department and agency reductions in spending in preparation for lapses in spending authorizations necessary to balance the state's budget, in accordance with instructions to departments approved by the Governor, shall permit the Employer to lay off unit employees.
(3) It is understood and agreed that Sections 5 and 6 of this Article contain alternatives to indefinite layoff.
(4) No arbitrator may attach any conditions to the use of indefinite layoffs or options provided below which are not expressly provided in the language of this Article.

B Application of Procedure:

(l) Layoff, bumping, recall, reduction of hours, and temporary layoffs of Bargaining Unit employees shall be exclusively governed by and in accordance with this contract and this Article.

(2) The expiration of a limited term appointment shall not be considered a layoff for purposes of this Article, except as otherwise provided in this Agreement. 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 and level as that from which the employee was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a layoff list. However, in the case of a Continuing State Classified Employee who accepted an appointment to a limited term position under the same Appointing Authority the service earned in the limited term appointment may be applied in the former class and level and layoff unit upon expiration of the limited term appointment.

When the Employer determines that a limited term vacancy is to be filled, the applicable recall list for that class/level shall be utilized prior to any other method for filling such vacancy.

(3) Association Notice of Layoff, Bumps, Reduction of Hours or Temporary Layoffs: When layoffs, bumps, reduction of hours or temporary layoffs are being planned the Employer will notify the Association in writing, of the impending action(s) prior to issuance of any notices to affected employees. Such notice shall be provided no later than thirty (30) calendar days prior to the action being planned. If the Association makes a written request within five (5) calendar days of the notice provided herein, the Employer will meet and discuss the reasons for the action, the details of how it is to be implemented, possible alternatives to solve the problem, and the potential impact upon unit employees caused by the action. Such meeting shall be held within five (5) calendar days of the written request by the Association for such meeting. No layoff, bump, reduction of hours or temporary layoff may be implemented prior to the required notification to the Association or prior to discussion between the Association and the Employer if requested by the Association in accordance with the time frames above.

Concurrent with notices being sent to affected employees, the Employer shall furnish the Association with the name, class title, current layoff unit, and seniority of each employee holding a position scheduled for such action and scheduled initially to be laid off. It is recognized that employee choices and ultimate bumping rights preclude the Employer from providing information beyond that required herein. Whenever the Association has a good faith doubt as to the accuracy of any information provided, it may promptly request and receive a conference with the particular department/agency to receive additional information or to correct agreed-upon errors. As soon as feasible, or no later than twenty (20) calendar days upon request from the Association, after the completion of such actions, the Association shall be entitled to receive a list of such actions. Layoff from state employment shall be the term applied to an employee who is out of a job by virtue of being laid off or bumped and who has elected to be laid off, or has exhausted or has no bumping rights.

Section 2. Voluntary Layoffs

The parties agree to support any necessary change in rule or law to make it possible for a more senior employee to voluntarily agree to accept layoff for a minimum period of three (3) months without loss of eligibility for unemployment compensation. The parties also agree that any additional agreement reached between them during the term of this contract regarding Employer and employee rights and responsibility in the event voluntary layoffs are used shall become incorporated as an appendix to this Agreement.

Before any layoff of a unit member is implemented, the Employer agrees to first seek volunteers for layoff from among employees in the classification and at the work location where the layoffs are planned to occur. The Employer further agrees that it shall consider such layoffs as normal (involuntary) layoffs for purposes of paying unemployment compensation benefits, and shall not contest such employees' right to collect unemployment benefits.

Section 3. Voluntary Reduction in Hours

Nothing in this Article shall prohibit the Employer from granting an individual employee request to reduce his/her hours, consistent with operational needs.

Section 4. General Layoff Procedure

A. Selection of Positions: When the Employer determines that a general (indefinite) layoff is to take place, the Employer shall determine the position(s) in which services are to be reduced and which are to be abolished. No obligation exists to select positions for elimination on the basis of the incumbents' seniority.

B. Individual Layoff Notice: An employee occupying a position identified in accordance with Subsection A above shall have the right to either accept layoff from state employment or, as permitted by his/her seniority, to bump to another position for which he/she is qualified in accordance with this Section. An employee occupying a position designated for layoff, and an employee who may or will be bumped from his/her position as a result of such layoff, shall be entitled to receive fifteen (l5) calendar days forenotice by first class mail from the Employer of such fact.

C. Definition:

(l) Seniority: For purposes of layoff, bumping and recall in Bargaining Unit positions, seniority shall be as defined in Article 12, Section 2, Bargaining Unit Seniority.

a. Ties in Seniority: 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 employee's social security number with the highest being deemed as the most senior.

b. Association Officials: For purposes of this Article, the following named Association officials shall be considered more senior than any other employee in his/her current class and level and layoff unit, but only during the employee's term of office, and subject to the limitations stated below.

- Association President;
- Statewide Grievance Chairperson;
- One Chief Steward in each of fourteen (14) designated areas.

Not more than one (l) employee in any layoff unit shall be accorded such greater seniority status at any one time. No employee shall be accorded such greater seniority status until thirty (30) calendar days after written designation has been provided to the employee's Appointing Authority by the Association President or Secretary. In no case shall a new or changed designation be effective if it occurs after a layoff notice has been issued and it would alter such layoff or the bumping pattern.

c. Excluded Managerial, Supervisory, Confidential and Eligible Non-Exclusively Represented Employees: An excluded supervisory, managerial or confidential or an eligible non-exclusively represented employee who formerly achieved status in or satisfactorily completed a probationary period in a class and level currently assigned to the Bargaining Unit, or in a class which was allocated through bench marking to a class and a level in the Bargaining Unit, shall have contractual seniority for purposes of layoff, bumping and recall in this Bargaining Unit.

An excluded employee who moved to such excluded employment prior to January 13, 1983 shall retain all seniority earned up to January 13, 1983, and thereafter up to l040 continuous service hours in such non-Unit employment. An excluded employee who moves to such excluded employment on or after January 13, 1983 shall retain all continuous service for purposes of seniority earned up to the effective date of such excluded employment, and thereafter up to l040 continuous service hours in such excluded employment.

d. Non-Status Employees: An employee who has not achieved status in any class or level in the state classified service shall be considered less senior, regardless of continuous service hours, than any other employee in the non-statused employee's current class and level and layoff unit, if such other employee has achieved status in at least one classification in the state classified service.

e. Reinstated Employees: If a discharged employee is reinstated by an arbitrator pursuant to this contract, and would have been laid off during the period of separation but for the discharge, the employee shall be credited with only the seniority he/she would have accrued, but for the discharge, up to the effective date of layoff, and the fifteen (l5) day notification period shall be waived in such circumstances.

(2) Layoff Unit: A layoff unit shall be as provided in Appendix D of this Agreement, and includes all Bargaining Unit positions within a Department.

D. Bumping Procedure:

(l) Bumping Rights: An employee scheduled for layoff or due to be bumped by a more senior employee shall have the right to either accept layoff or to bump laterally into the least senior Bargaining Unit position, for which he is qualified, in the employee's current class and level in the layoff unit.

Except as provided in Appendix D of this Agreement, if the employee does not have sufficient seniority or lacks the qualifications to bump to the least senior position in the employee's current class and level in the layoff unit, the employee shall have the right to bump to the least senior position at the next and successively lower levels within his/her class series, provided the employee has greater seniority than the employee occupying such least senior position and that the employee seeking to bump possesses the necessary qualifications.

As an alternative to bumping to a lower level in his/her current class series, at the point where the employee could retain a higher base rate of pay an employee may bump into a position in the layoff unit in a former class series at or below any level at which the employee had achieved status or had satisfactorily completed a probationary period, provided the position is in the Bargaining Unit, and the employee seeking to bump is more senior and is qualified to perform the duties. This alternative shall not be interpreted to permit bumping to a higher base pay rate.

For purposes of this Article, an employee scheduled for layoff may bump into a vacancy which the employer intends to fill or, in the absence of such a vacancy, bump into the position occupied by the least senior employee as defined by Subsection C(l) above. The term "qualified" means able to perform the duties of the position within fifteen (l5) calendar days.

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

Within seven (7) calendar days of receipt of notification of layoff (or being bumped), the employee shall notify the appointing authority of his/her decision to either accept layoff or exercise the bumping option provided in this Article. Such notice shall be in writing.

(2) Exercise of Bumping Rights by Employment Type: It is understood that employees will exercise bumping rights only as indicated below:

a. Full-time employees first displace the least senior full-time employee; the least senior full-time employee is then given the option of displacing the least senior part-time employee or of accepting layoff; then of displacing the least senior permanent-intermittent employee or of accepting layoff.

b. Part-time employees first displace the least senior part-time employee; then the least senior part-time employee is given the option of displacing the least senior permanent-intermittent employee or of accepting layoff.

c. Permanent-intermittent (PI) employees first displace the least senior PI employee; the least senior PI is given the option of displacing the least senior part-time employee or of accepting layoff.

It is also understood that the attributes of full-time, part-time, or intermittent employment accrue to the position and not the employee. Therefore, by way of example, if an employee bumps from a full-time position to a part-time position, that employee will work part time.

(3) Except as provided in Section 4C (1)c of this Article for excluded employees, and non-exclusively represented employees, employees in this Bargaining Unit shall not be entitled to bump into a position outside of this Bargaining Unit, and employees outside of this Bargaining Unit shall have no right to bump into a position in this Bargaining Unit, unless the Association, the Employer, and the other bargaining agent for such positions outside the Bargaining Unit, in their respective discretions, enter into an agreement to permit such inter-Unit bumping, but then only in accordance with the terms of such tri-lateral agreement. Nothing herein shall be construed as an obligation for either the Employer or the Association to enter into such agreement with any party who is not a party for this Agreement. No employee covered by this Section shall be allowed to fill a vacancy in the Bargaining Unit except in accordance with the provisions of this Section or in accordance with Article 16, Assignment and Transfer of this Agreement.

E. Seniority Exceptions in Layoffs:

The Employer may lay off, bump, reassign and/or recall out-of-line seniority because of:

(l) Selective Certification requirements approved by the Department of Civil Service;
(2) Maintaining and administering an existing affirmative action program in accordance with applicable law and when approved in advance by the State Personnel Director.

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

The Appointing Authority shall give the Association concurrent written notice when it requests approval from the Department of Civil Service for selective certification. Under no circumstances shall the exception listed in Subsection (l) above form the basis for notice of layoff out of line seniority until after the Association has been provided with a written copy of Civil Service approval for such selective certification.

The Employer shall give notice of such intent to the Association and, in accordance with the Civil Service Rules and Regulations shall negotiate with the Association about the impact of such determination and/or discuss alternatives thereto. No department shall implement Subsection (2) above without the involvement and agreement of the State Employer.

Section 5. Reduction of Hours

Nothing in this Agreement shall preclude the Employer from offering employees the option of a voluntary reduction of hours, which may be accepted at the discretion of the employee.

Section 6. Temporary Layoffs - Employer Option

A. Application of Temporary Layoffs: Temporary layoffs may be used for situations involving:

(l) Unanticipated losses of funding which the department or agency does not expect to obtain or make up within the temporary layoff period. Issuance of a Governor's Executive Order approved by the Legislature shall be evidence of unanticipated loss of funding. Losses of or reductions in federal funds, restricted state funds, bond sales or any other source of state revenues shall also qualify as unanticipated losses of funding under this section; and
(2) Temporary lack of work, equipment, or materials due to circumstances or events beyond the Employer's control; and
(3) Natural disaster, lack of utilities or civil disruption that, in the judgment of the Employer, makes premises at a work site inaccessible or unusable; and
(4) Other circumstances or events which the parties agree during the term of this Agreement warrant a temporary layoff.

B. Implementation: Temporary layoff shall not exceed six (6) calendar days per fiscal year. In such cases employees shall be laid off by inverse seniority order within class and level and layoff unit or, in a circumstance where not all work sites in a layoff unit are involved, by inverse seniority order within class and level and work site. However, where the Employer determines to temporarily lay off all Bargaining Unit employees in a class and level in a layoff unit, it may do so in the following manner:

(l) The cumulative period may not exceed six (6) calendar days per fiscal year;
(2) All employees in a class and level shall be laid off in approximately equal numbers for an equal number of days; and
(3) Such sequential layoff days shall be on successive work days.
(4) Employees shall continue to accrue benefits and seniority during such temporary layoff.

C. Waiver: An employee who is temporarily laid off shall not be entitled to any leave balance payoffs, to bump to any other position, nor to be placed on any recall list or be recalled to any position other than the one from which the employee was temporarily laid off.

In a circumstance where temporary layoff is being used for a reason other than loss of funding, fifteen (l5) calendar days fore notice to the employee shall not be required, but the maximum fore notice possible under the circumstances shall be required.

Section 7. Recall Lists

A. Definitions: For purposes of this Article, the following definitions shall apply.
(l) The Primary Class is the class and level from which an employee is initially laid off or bumped.
(2) The Secondary Class is a class and level, other than the primary class in which the employee has achieved status or has satisfactorily completed a probationary period, and any lower level class in that series.
(3) The Layoff Unit Recall List is a list, by class and level, of each employee who has been laid off or bumped from a position in the layoff unit.
(4) The Departmental Recall List is a list, by class and level, of each employee who has been laid off or bumped from a position in the department.
(5) The Statewide Recall List is a list, by class and level, of each employee who has been laid off or bumped from a position in the State Classified Service.

B. Construction of Lists: Layoff Unit, Departmental and Statewide Recall lists shall be maintained by the Employer by seniority for each class and level within the Bargaining Unit. Each employee who is laid off from state employment, or who bumps to a lower level within his/her current series, or to the same or lower level in a formerly held class series, shall have his/her name placed upon the Layoff Unit Recall List for the class and level from which the employee has been laid off or bumped (Primary Class).

In addition, the laid off (or bumped) employee shall have his/her name placed upon the Layoff Unit Recall List for a Secondary Class, in seniority order.

In addition, the laid off (or bumped) employee shall have his/her name placed upon the Departmental Recall List, in order of seniority, for the Primary and any Secondary Class for which he/she is eligible, for each layoff unit in the department at which he/she will accept recall to employment.

In addition, the laid off (or bumped) employee shall have his/her name placed upon the Statewide Recall list, in order of seniority, for the Primary Class and any Secondary Class for which he/she is eligible, for each County to which he/she will accept recall to employment.

The employee's name will be placed on applicable recall lists upon the return of the required form(s) to the Appointing Authority.

An employee may delete his/her name from any Recall List upon which he/she has requested to be placed, without penalty at any time prior to being recalled from such list, by giving written notice of such request to his/her Appointing Authority. Similarly, without penalty, the employee may also delete a layoff unit or county from the respective Departmental or Statewide Recall List, to which he/she has requested his/her name be placed.

C. Recall from Layoff: The provisions of this subsection shall be applied subject to the exceptions in Section 4E of this Article, and subject to the employee being qualified.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.

When the Appointing Authority intends to recall employees, the Employer shall recall the most senior, qualified employee who is on the Layoff Unit Recall List for the class and level in which the vacancy exists, (regardless of whether the class and level is the employee's Primary or Secondary Class). If the most senior qualified employee does not accept the recall, the employer shall then recall the next and successively less senior qualified employee on the list.

If no qualified employee is on such Layoff Unit Recall List, the Employer shall recall the most senior qualified employee from the Departmental Recall List, for the class and level, who has designated the layoff unit in which the vacancy exists as one to which he/she will accept recall.

If the most senior qualified employee does not accept the recall, the Employer shall then recall the next and successively less senior qualified employee on such list who have designated that layoff unit.

If no qualified employee is on such Departmental Recall List, the Employer shall recall one of the three most senior qualified employees from the Statewide Recall List, for the class and level, who have designated the County in which the vacancy exists as one to which he/she would accept recall.

Recall lists shall not be combined with referral lists, nor with promotional or open competitive registers.

The employee's right to recall shall exist for a period of up to Six (6) years from the date of layoff unless forfeited in accordance with Subsection D below.

If there is an error in the administration of the Recall Lists which leads to improper recall, such recall shall be corrected.

D. Removal of Names from Recall Lists: If an employee fails to respond within seven (7) calendar days from the date of receipt of his/her recall notice, the employee's name shall be removed from the Recall List used to make that recall. In addition, the employee's name shall be removed from recall lists as provided below:

(l) An employee who accepts or refuses recall to his/her Primary Class in the layoff unit from which he/she was originally laid off shall be removed from all recall lists.
(2) An employee who does not accept recall to his/ her Primary Class in a different layoff unit or different county shall be removed from that recall list.
(3) An employee who accepts recall to his/her Primary Class in a layoff unit different from the one from which he/she was laid off shall be removed from all recall lists except for the Primary Class for the layoff Unit from which he/she was laid off.
(4) An employee who refuses or accepts recall to a Secondary Class shall be removed from the Secondary Class recall list for the layoff unit in which the recall was offered.
(5) An employee who refuses or accepts recall to a Primary Class or Secondary Class from a Statewide Recall List shall be removed from such list.

Note: An employee's name shall not be removed from a Layoff Unit Recall List if the employee refuses recall because he/she is medically disabled or on active military duty, and produces satisfactory certification of such fact to the Employer.

E. The Employer also agrees to provide the Association, upon quarterly request, with copies of the layoff unit, departmental and statewide recall lists for Bargaining Unit classes.

Section 8. Temporary and Other Recall

Employees laid off from State employment may designate agreement to be recalled on a temporary basis (not to exceed sixty (60) calendar days) to a Primary or Secondary Class in his/her layoff unit. Temporary recall shall be on the basis of the most senior qualified employees designating such agreement. Refusal of such recall shall cause the employee to be removed from the temporary recall list, but such removal shall not affect the employee's place on a permanent recall list.

It shall be the policy and practice of the Employer to recall full time employees laid off from State employment to less than full-time positions, if such employees are willing to accept less-than full-time work, before hiring any less-than full-time employees.

Section 9. Layoff and Recall Information to the Association

The Employer agrees to provide the Association with copies of relevant portions of seniority list(s) which are used to determine which employees are to be laid off.

Copies of all lists covered in this Section, as well as any additions, deletions, or alterations, will be forwarded to UTEA within seven (7) days following notice to employees of layoff or within seven (7) days following any additions, deletions or alterations.

Section I0. Coordination of Recall

Recall shall be on the basis of the contractual definition of seniority. Employees laid off (or bumped) prior to the January 13, 1983 whose seniority recalculation would have the effect of making them more senior than an employee still working in the class and level shall not be entitled to displace the employee still working.

Nothing in this Section is intended to preclude normal recall of such employees.

Section II. Annual Leave Restoration

An employee who has been laid off from state employment, and whose annual leave balance has been paid off, who is later recalled, may elect to "buy back" annual leave in accordance with the provisions of Article 25, Section 2H, Annual Leave Buy Back.

Section I2. Referral Lists

It is the express intent of the parties that Bargaining Unit employees laid off from state employment, or about to be laid off from state employment, be eligible for placement upon such "Referral" lists. While it is the obligation of the laid off employee to take the necessary steps to effect placement on such "Referral" lists, the Employer agrees to inform the employee, at the time of layoff from state employment, of the procedure to be followed.

In the circumstance where, except as otherwise provided in this Agreement, the Employer is required by Civil Service to use such a "Referral List" for a vacancy in a Bargaining Unit class and level, the Employer shall not be required to consider names furnished to the department subsequent to the receipt of the initial "Referral List", and the Employer shall not be required by the terms of this Agreement to select an employee from such referral list if such employee was not in satisfactory service status at the time of layoff from state employment, nor if such employee could not perform the duties of the vacancy within fifteen (I5) calendar days following appointment from such "Referral List."

This section shall not be interpreted to require the Employer to select an employee for a Bargaining Unit position from such "Referral List" on the basis of seniority.

Members of the Unit whose names appear on the "Referral List" shall be reviewed for vacancies in classifications assigned to this Unit by Departments prior to their review of other employees. When such employees are reviewed, but not selected, a brief concise written explanation shall be provided. The rejection of such employee and the explanation therefore shall not be grievable.

The employee or the Association may request the Department of Civil Service to provide notice of the referral lists upon which an employee appears. Such requests may be honored, however the failure to provide such notice shall not be appealable to arbitration under this Agreement.

Article 14 - Health and Safety

Section I. General

The Employer shall make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards. All employees shall be required to comply with safety/health rules and regulations established by the Employer. If an employee has justifiable reason to believe that his/her safety and health are endangered due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the supervisor.

Section 2. Physical and Mental Health Examinations

Whenever the Employer requires an employee to submit to a medical examination, psychiatric examination, x-rays or inoculations, or test, the Employer shall pay the entire cost of such services not covered by health insurance programs. An employee required to take a medical or psychiatric examination and who objects to the exam by a State employed doctor may be examined by a doctor mutually approved. In the absence of mutual agreement, the parties will select a physician from recommendation by a county or local medical society, by alternate striking if necessary.

Section 3. Personal Injury

When an employee, while on the job, has been assaulted, or injured and when such assault or injury requires the employee's absence from work as documented by a doctor's statement, the employee shall be placed on administrative leave from the time of assault or injury through the end of the shift on which the assault or injury occurred. If an employee subsequently receives worker's compensation payments covering the same period of time, the employee shall turn over such worker's compensation payments to the Appointing Authority.

The Employer shall pay all medical costs connected with such assault or injury to the full extent required by worker's compensation statutes.

No employee who has been placed on workers' compensation may have his or her employment with the state terminated except in accordance with the provision of the collective bargaining agreement or the workers' compensation statute, unless the employee has been classified as totally disabled.

Section 4. Rehabilitation

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

Section 5. First Aid

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

The Employer agrees to comply with all laws applicable to its operations concerning training in the latest first aid techniques, including Cardio Pulmonary Resuscitation (CPR) training given in a MIOSHA accepted program.

The Employer shall maintain first aid supplies and equipment in accordance with American Red Cross standards, as required by applicable law.

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

Section 6. Inspections

Whenever an inspector or investigator from any federal governmental organization if authorized, or the state makes a safety or health inspection at a work place, the Association shall be notified as much in advance as possible by the Employer. A local Association representative, preauthorized by the Association if on duty at such work place, shall be released from work without loss of pay or benefits to accompany such inspector or investigator in his/her inspection. The Employer shall not diminish such Association official's rights to ask questions and/or make appropriate statements pertaining to the subject inspection. The Employer agrees to implement the results of any such investigation in accordance with the provisions of Article 14, Section 11.

Section 7. Health and Safety Committees

Health and Safety committees shall be established in each Department. The Committees shall consist of equal numbers of Association members and Departmental representatives. Each party shall be permitted the following number of representatives: Three (3) each in the Department of Transportation, two (2) each in the Departments of Natural Resources and Public Health, and one (1) each in the remaining Departments. Additional representatives may be added upon mutual agreement.

The Association members shall receive administrative leave for attendance at meetings of the Committee. The Committee shall meet at least bimonthly and more frequently upon mutual agreement.

The purpose of the Committee is to review accident reports or potentially hazardous situations; receive and investigate allegations of possible safety violations; review existing safety policies, procedures and/or equipment; review or develop alternate methods, procedures or equipment and make recommendations; address public awareness campaigns; develop training programs and/or policies and cooperatively support full compliance with established safety procedures and proper use of safety equipment.

Section 8. Employee Safety

In a situation which the Employer determines presents immediate danger to an employee(s), the Employer shall immediately correct the dangerous situation to the extent possible, or such employee(s) shall be either:

A. Relocated to another work site, or

B. Put on administrative leave (not to exceed seven (7) calendar days) until the work location has been made safe and healthful.

C. An employee who has reasonable cause to believe he/she is in imminent danger of loss of life or serious bodily injury may leave the work site to notify a supervisor or higher authority after taking reasonable measures to protect the public, other employees and/or the property of the Employer.

Section 9. Emergency and Evacuation Plans

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

Section I0. Protective Footwear, Clothing and Devices

The Employer reserves the right to require employees to wear protective clothing (including footwear) or protective devices, to protect employees from existing or potential safety or health hazards.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. In lieu of providing protective clothing or devices, the Employer may pay an allowance for such clothing or devices in which event the employee shall be responsible for providing such clothing or devices. Such allowance shall not exceed the price established by the State Purchasing Division unless an exception or waiver can be obtained from the State Purchasing Division. The Employer will request such waiver whenever it is unable to provide the protective device it requires. Where safety shoes are required, an employee, at his or her option, may elect to receive shoes provided by the Employer or receive an allowance in accordance with Article 24 plus any medically required options, once per (personal) year. In any event, such allowance shall not exceed the actual cost of the employee-purchased protective item.

The cost of repairing and maintaining the protective clothing and devices in proper working condition (including cleaning/laundering) required and furnished to the employee by the Employer, shall be paid by the Employer.

If the Employer requires an employee to wear safety glasses, and the employee needs corrective lenses, the Employer shall furnish such glasses after the employee has presented the Employer with the required prescription. The employee shall bear the cost of any eye examination.

If an employee has significant problems with all of the available frames, the employee will bring such problem to the attention of the departmental employer. In such case, the departmental employer will resolve the problem.

All protective clothing (except footwear) and devices furnished by the Employer remain the property of the Employer and are only to be used in accordance with Departmental or Agency work rules. Upon separation, all items, other than those worn out through normal use, shall be returned (or paid for) by the employee before the final paycheck is issued.

Whenever protective items are prescribed by the Michigan Department of Labor and/or Public Health, as a result of Federal or State of Michigan statutes for particular types of jobs, no employee will be expected to perform such duties until the required safety and/or protection items are provided.

Section II. Compliance Limitations

The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make a positive effort to obtain the necessary funds. In the event such funds are not available, the employee shall not, as a condition of employment, be required to provide protective clothing, devices, or footwear, at their own expense, nor shall they be required to continue to work without the required protective clothing, devices or footwear.

Section 12. Uniforms and Special Clothing

The Employer reserves the right to require employees to wear uniform(s) or special clothing. If an employee is required to wear a uniform(s) or special clothing, such uniform(s) or special clothing shall be furnished to the employee by the Employer. In lieu of providing such uniform(s) or special clothing, the Employer will pay an allowance for such uniform(s) or special clothing which will reimburse the employee for the total cost of the purchased item(s).

The quantity and replacement frequency for uniform(s) or special clothing may be discussed at Labor Management Meetings at the request of either party.

Article 15 - Labor- Management Meetings

Section I. Purpose

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

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

(a) Administration of the Agreement;
(b) General information of interest to the parties;
(c) Expression of employee's views or suggestions on subjects of interest to employees of the representation unit;
(d) Recommendations of the Health and Safety Committee on matters relating to the representation unit employees in the department.

Incorporated in the listing of items submitted for such agenda shall be an indication of the specific issues or problems to be addressed.

Department or agency representatives shall notify the Association of administrative changes to be implemented by management which will affect employees in the representation unit. Failure of the Employer to provide such information shall not prevent the Employer from making such changes. Such changes shall be proper subjects for future Labor-Management meetings. Such meetings shall not be considered negotiations, nor shall they be considered as a substitute for the grievance procedure.

Section 2. Representation

The Association shall designate its representatives to such departmental meetings in accordance with this Section. In the Department of Transportation the Association shall designate up to five (5) permanent representatives who shall be employees in this unit. The Association may designate not more than five (5) additional representatives to participate in such meetings, based upon the matters scheduled in the Agenda. In all other departmental-level meetings, the Association shall be entitled to designate up to three (3) permanent representatives who shall be employees in the unit.

The Association may designate not more than two (2) additional representatives to participate in such meetings, based upon the matters scheduled in the Agenda. UTEA Staff may attend departmental or agency Labor-Management meetings as UTEA may elect.

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

Section 3. Scheduling

Departmental level Labor-Management meetings shall be scheduled not more frequently than on a bimonthly basis, or six (6) times per year.

Where no items are placed on the agenda at least seven (7) calendar days in advance of the meeting, such meeting shall not be required.

Section 4. Pay Status of Association Representatives

Up to the limit established in this Article, Association Representatives to Labor-Management meetings shall be permitted reasonable time off without loss of pay or benefits from scheduled work for necessary travel and attendance at such meetings. For purposes of pay only, properly designated Association representatives from the afternoon or midnight shifts shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift. Such meetings may be rotated among shifts, as the parties may mutually agree. Overtime and travel expenses are not authorized. Under no circumstances shall more than ten (l0) representation unit employees attend such meetings without loss of pay.

Section 5. State Employer

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

Article 16 - Assignment and Transfer

Section I. Definitions

A. Vacancy: An unfilled permanent position which the Appointing Authority has determined shall be filled. For purposes of this Article, a permanent vacancy is created when the Employer determines to increase the work force and to fill a new position(s) or when any of the following personnel transactions take place in the Bargaining Unit and the Employer determines to replace the previous incumbent: termination, retirement, promotion, demotion, transfer or reassignment. A position from which an employee has been laid off is not a vacancy.

B. Transfer: A change of assignment of an employee at the employee's request or initiative.

C. Assignment: The particular position at or from a particular work location (or work site), as determined by the Employer, (and as applicable) on a scheduled shift, and on an assigned work schedule.

D. Seniority: Seniority shall be as defined in Article 12, Section 2, except that probationary employees and employees in less-than-satisfactory status shall not be eligible to exercise any seniority rights under this Article.

E. Reassignment: A permanent change of an employee's assignment by the Employer at the Employer's initiative.

F. Work Location: For purposes of this Article, work location shall be defined as all the premises of a Department in a County, except that each of the following shall be considered a separate work location:

(1) A building or related group of buildings with twenty five (25) or more employees of a Department in the Bargaining Unit.
(2) A building or group of buildings which constitutes a facility (or agency) in the Departments of Community Health, Corrections, and Education and the Family Independence Agency.
(3) For the purposes of this Article, a work location shall be defined as a Region in the Department of Transportation.

G. Work Site: Each of the following shall be considered a separate work site:
(1) A building within a work location.
(2) A field office or regional office/installation in the Department of Transportation.
(3) A field, district, or regional office in the Department of Natural Resources.

Section 2. Right of Assignment

Except as provided in this Article, the Employer shall have the right and responsibility to assign employees within an agency or work location. The Employer shall have the right to temporarily fill a vacancy until it is filled permanently. In filling a vacancy the Employer shall continue to have the right to assign a qualified employee subject only to the provisions of this Article.

Section 3. Transfer

The Appointing Authority shall establish transfer lists two times per calendar year for permanent vacancies. During the months of January and July an employee shall request transfer by notifying the Appointing Authority in writing, with a copy to the Association, of the work locations to which the employee desires a transfer within his/her current class and level. The list compiled as a result of requests received during the month of January shall become effective February 1 and shall remain in effect through July 31. The list compiled as a result of requests received during the month of July shall become effective August 1 and shall remain in effect through January 31. An employee who has accepted a transfer shall not be entitled to another transfer for a six (6) month period from the effective date of the transfer. When the Employer plans the opening of a new work site, the Employer shall refer to the transfer list for the work location in which the new work site is located.

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

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

Section 4. Filling Vacancies

A. Procedure: Vacancies must be filled by transfers in accordance with Section 5, prior to the initiation of any reassignments, except for reassignments within a work location.

B. Transfer Expenses: Employees transferring under the provisions of this Article shall not be eligible for reimbursement of moving or travel expenses. (The preceding sentence shall not apply to employees in MDOT in accordance with the appended Letter of Understanding regarding Travel Regulations and Expenses.)

Section 5. Assignment and Transfer Procedure

Assignments and transfers shall be made solely in accordance with the procedure of this Section, with the exception of reassignments in accordance with Section 4.

A. Filling Vacancies by Transfer:

(1) The Employer shall select from the existing transfer roster, the most senior person in the same class and level as the vacant position.

(2) In the event the vacancy is not filled in accordance with paragraph 1 above, the Employer shall fill the vacant position by recall from layoff in accordance with Article 13.
(3) In the event the vacancy is not filled in accordance with paragraphs 1 or 2 above, the Employer shall advertise the vacancy and notify employees that acceptance of the vacant position shall be considered a transfer and select the most senior person in the same class and level as the vacant position.
(4) In the event the vacancy is not filled in accordance with paragraphs 1, 2, or 3 above, the Employer may elect to fill the vacancy in a manner of its choosing, including but not limited to promotion, hiring, reassignment, etc.

B. Filling Vacancies By Reassignment From Another Work Location:

In the event the Employer chooses to fill a vacancy by reassignment from another work location, the following procedure shall apply:

(1) The Employer shall identify the work location from which the reassignment will be made.
(2) The Employer shall seek volunteers from the same class and level as the vacant position.
(3) In the event the vacancy is not filled in accordance with paragraph 2 above, the Employer shall reassign the least senior employee, at the same class and level as the vacancy, in the following order:
    a. Part-time employee;
    b. Seasonal employee;
    c. Full-time employee.
(4) No employee may be reassigned for reasons of conduct or for disciplinary purposes, except where the employee's continued presence at the work location has the effect of hampering the operational effectiveness of the Employer.

C. Notice To Employees: Except in emergency situations, employees must be given a minimum of ten (10) working days notice prior to the date he/she is required to report to his/her new work location.

Article 17 - Hours of Work and Overtime

Section l. Biweekly Work Period

The work period is defined as eighty (80) hours of work normally performed on ten (l0) work days within the fourteen (l4) consecutive calendar days which coincide with current biweekly pay periods.

Section 2. Work Days

The work day shall consist of twenty four (24) consecutive hours commencing at l2:0l am Whenever practicable and consistent with program needs, employees shall work on five (5) consecutive work days separated by two (2) consecutive days off.

Section 3. Work Shift

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

Day Shift - Starts between 5:00 am and l:59 pm
Afternoon Shift - Starts between 2:00 pm and 9:59 pm
Evening Shift - Starts between l0:00 pm and 4:59 am

Employees may be assigned to work rotating or relief shifts. No employee may be required to work a split shift.

Section 4. Work Schedules

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

Changes in scheduled work shifts and other scheduling changes may be made no less than ninety six (96) hours prior to the implementation of the change.

The work schedule of the employee shall not be altered within the biweekly work period solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation of hours worked outside the regularly scheduled shift at one and one-half (l-½) times the employee's regular rate of pay. Approved scheduling changes requested by employees shall be exempt from the one and one-half (l-½) time compensation required by this Section. With the Employer's approval, employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules.

Any changes in scheduling shall be confirmed in writing to the employee. For employees who regularly work a standard eight (8) hour day, five (5) day week, changes in work shifts shall be handled by the Employer first seeking qualified volunteers. In the event that there are more volunteers than are needed, the most senior qualified employee shall be selected. In the event that there is an insufficient number of volunteers, the Employer shall assign qualified employees on an inverse seniority basis.

Section 5. Meal Periods

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

Such meal periods may not be rescheduled arbitrarily. Those employees who regularly receive an unpaid meal period, and are required to work, or be at their work assignments, and are not relieved for such meal periods, shall have such time actually worked treated as hours worked for the purpose of computing overtime, unless an alternate meal period is available. An employee, with the approval of his/her supervisor, may work through a scheduled meal period. Such time shall be considered as time worked for the purpose of calculating overtime. The length of an employee's meal period may only be changed with at least twenty (20) days advance notice. The length of an employees meal period may not be changed more than once in a six (6) month period.

Section 6. Rest Periods

Unless the granting of these rest periods would result in the employer having to pay overtime or to add additional personnel to the work site, there shall be two (2) rest periods of fifteen (l5) minutes each during each regular eight (8) hour work shift; one during the first half of the shift and one during the second half of the shift. The Employer retains the right to schedule employee's rest periods and to shorten such periods to fulfill operational needs on a particular day. Current practices regarding breaks taken in the course of operational duties or on an irregular basis may be maintained. Rest periods shall not be accumulated and, when not taken, shall not be the basis for additional pay or time off. Current practice regarding rest periods during overtime periods shall continue.

Section 7. Call Back

Call back is defined as the act of contacting an employee and requesting that the employee report for work and be ready and able to perform assigned duties at a time other than his/her regular work schedule. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible call back time will be paid at the premium rate, provided that the called back employee has been in pay status more than eight (8) hours in that day (except for employees working on a modified work schedule) or forty (40) hours in a seven day period, except for the hospital exemption contained in Article 17, Section 10 of this Agreement.

Section 8. Alternative Work Patterns

A. The Employer will inform UTEA of all existing alternative work patterns within thirty (30) days of the effective date of the Agreement. UTEA will have ten (10) days from receipt of such notification to accept or reject such patterns. Patterns which are rejected may become the subject of secondary negotiations at the request of either party. Such request must be made within 15 days of rejection. Failure of UTEA to respond to the notification shall mean that UTEA accepts the existing pattern. Failure of the Employer to notify UTEA of an alternative work pattern shall mean that such pattern is null and void.

B. Departmental employers which have terminated flex-time programs that were in existence may offer alternate work patterns to Technical Unit employees provided that prior written notice is given to UTEA and that the Technical Unit employee voluntarily agrees to the terms and conditions of the Employer's offer. Voluntary agreements between Technical Unit departmental employers and employees to work alternative work patterns, as set forth above, shall not be deemed to be in breach of this Agreement.

Section 9. No Guarantee or Limitation

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

Section I0. Definitions

A. Overtime is authorized time that an eligible employee works in excess of eight (8) hours (except for employees working on a modified work schedule) in a day or forty (40) hours in a seven day period, except where provisions of the Fair Labor Standards Act Hospital Exemption shall be applicable. In such case the base for overtime will be eight (8) hours in a day or eighty (80) hours in a biweekly pay period.

B. Regular Rate is defined as the employee's hourly rate of pay including shift differential, hazard pay or other add-ons.
C. Premium Rate is defined as one and one-half (l ½) times the eligible employee's regular rate.
D. All employees covered by this Agreement are subject to the overtime provisions contained in this Agreement.

Section II. Overtime Compensation

The Employer agrees to compensate employees at the premium rate in cash or to allow the employees to earn compensatory time at time and one half (1½), in accordance with Section 12 of this Article, for all time defined as overtime.

For purposes of calculating overtime pay, compensatory time, annual leave, sick leave and holiday pay shall be treated as time worked.

Section I2. Compensatory Time

Compensatory time systems in existence on the effective date of this Agreement shall continue. Compensatory time systems shall be a proper subject for secondary negotiations.

Compensatory time shall be credited at the rate of one and one-half (l ½) times the number of hours worked. Employees who wish to use earned compensatory time may do so only with prior approval of their supervisor but subject to the same criteria as applicable to annual leave. Compensatory time must be utilized before the employee uses annual leave credits except where an employee would lose annual leave credits because of the maximum allowable annual leave accumulation.

Whenever an employee resigns, retires, is discharged or transfers to another Appointing Authority, the employee shall be paid for all unliquidated compensatory time at the rate of their current rate of compensation at the time of separation. Unused compensatory time credits of an employee who is laid off, in other than a temporary layoff, and is unable or unwilling to exercise a bumping right, shall be paid in the same manner.

At the employee's option, payment for unused compensatory time credits may be made as follows: The employee must notify the department in writing between November 1st and November 15th of each year that he/she wishes to be paid in cash for all unused compensatory time credits. Payment for such time shall then be made in the first full pay period in December. Alternatively, current practices with respect to the payment for unused compensatory time credits shall continue.

Employees eligible under the FLSA to accumulate up to 480 hours of compensatory time in a twelve (12) month period, may accumulate such time. For such employees, the following shall apply: If such employee has more than 200 hours of annual leave, the employee may utilize annual leave credits prior to using compensatory time credits. When employees request the use of leave credits, they shall indicate which credits they intend to use. This provision shall be the only exception to the requirement that compensatory time credits must be used prior to the use of annual leave credits as provided above.

Section I3. Pyramiding

Premium payments shall not be duplicated (Pyramided) for the same hours worked.

Section I4. Overtime Distribution Procedure

A. **General**

The Employer has the right to require an employee to work overtime. Overtime work shall be scheduled solely in accordance with the provisions of this Article.

Except in emergency situations, overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed among employees within the classification on a shift in the overtime unit in a manner which will give each employee an equal share of the overtime hours, to the extent possible. Each employee in the overtime unit shall be selected in turn according to his/her place on the seniority list by rotation; provided however, that the employee whose turn it is to work must possess the qualifications and ability required to perform the work, if any.

An employee may have his/her name removed from the voluntary overtime seniority list. An employee who, upon being offered overtime work, requests to be skipped shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence and an appropriate notation shall be made of the declined offer by hours in the overtime roster.

In the event no employee in the overtime unit wishes to perform the required overtime work, the Employer normally shall, by inverse order of this overtime list, including those who have requested their names be removed for voluntary overtime, assign the necessary employees who are qualified, able, and required to perform the work in question.

The Association recognizes that work in progress shall be completed by the employee performing the work at the end of the regular shift. Work in progress means continuous work with no break in time between the end of the regularly scheduled shift and the start of overtime.

Overtime equalization units shall be defined as a work site, unless such definition is altered through secondary negotiations.

B. **Department of Transportation**

The following shall apply to Department of Transportation employees regarding overtime equalization.

1. Overtime equalization units are:
   a. All Construction Technicians 11 and 12 at a worksite
   b. All permanent Construction Technicians 8-E10 at a worksite
   c. All temporary Construction Technicians 8-E10 at a worksite
   d. All Construction Aides 6-E7 at a worksite
   e. In all other divisions, the Technician 11 and below at a worksite, except at the MDOT building in Lansing, where the overtime equalization units are established in accordance with the settlement agreement reached by the parties in FMCS 97-19786-CSR#3

2. Employees who meet the following definition are qualified to perform overtime work within their equalization units:

   Completion, in an approved manner, of all training required to perform the task or job, or performance of the requirements of the task or job, or performance of the task or job itself within the preceding twelve (12) month period.

3. Overtime will be balanced among the individuals within each overtime equalization unit so that each employee shall have at least ninety percent (90%) or be within fifty (50) hours, whichever is less, of the overtime hours paid to the employee having the most overtime hours within each specific unit. Overtime will be balanced between January 1 and December 31 of each year.

   Grievances filed over alleged failure to equalize overtime shall be considered timely if filed within fifteen (15) days of the final posting of the year end overtime roster.

4. The order of offering overtime will be as follows:
   a. Permanent full-time employees will be offered overtime before employees in any other employment type.
   b. Temporary employees will only work overtime after all full-time employees are working or are not available for overtime. These employees shall have such available overtime balanced among themselves on a pro-rated basis in accordance with their actual hours worked, in the same manner as permanent, full-time employees.
   c. "Student Assistants"/Limited Term Non-Career Construction Aides 6 - E7 will only work overtime when no permanent Construction and Engineering Technicians or Construction and Engineering Aides are available or all Construction and Engineering Technicians and Aides are working and additional personnel is needed.

5. Availability and Notification:
   a. All employees will be considered as available for scheduled overtime unless they voluntarily remove their names in writing from consideration for scheduled overtime. Employees may remove themselves from consideration, unless mandatory overtime is required, for any period of time of at least a biweekly pay period.

      Employees who wish to remove their names from the overtime roster for any period of time must submit such request in writing. Such request may be withdrawn at any time, with at least two (2) weeks notice. Employees who make themselves unavailable for overtime under this provision will be credited with the highest number of overtime hours worked by an individual within their overtime unit during the period of unavailability.
   b. Employees will be required to leave a telephone number where they can be contacted in case scheduled overtime is canceled. Failure of the employee to leave such number or to respond after reasonable attempts by the Employer to make contact, will result in the Employer being relieved of any responsibility to pay the employee in the event the employee shows up for the canceled shift.

6. Employees newly entering an overtime unit will be credited with the same number of total overtime hours (worked plus unavailable), as the employee with the highest number of hours in the new overtime unit.

7. a. Employees on an approved leave of absence, sick leave, annual leave, compensatory time or temporary assignment having a duration of more than ten consecutive work days, upon return will be credited with the highest number of overtime hours worked by an individual within their overtime equalization unit during their period of unavailability.

b. Employees on an approved leave of absence, sick leave, annual leave, compensatory time, or temporary assignment having a duration of ten days or less, upon return, will be credited with the average number of overtime hours worked by individual(s) within their overtime equalization unit, on the project(s) to which they were assigned, during their period of unavailability.

8. If an employee requests leave for the last regularly scheduled day prior to a weekend or holiday(s), the employee shall state at the time of the request, whether or not they are available for scheduled overtime for the weekend or holiday(s) following the date of the leave requested. Employees who do not indicate their availability for such scheduled overtime shall be charged with the highest number of hours worked by an individual within their equalization unit for the weekend or holiday(s).

9. Employees who return from Winter Assignment after April 1 will be given the opportunity to work the amount of overtime hours necessary to bring them equal to the highest number of overtime hours credited to any less senior employee in the overtime unit, minus any overtime hours previously worked by that employee in that overtime unit. All such calculations shall be made within the same calendar year.

Section 15. Inclusion of Travel Time in Work Day in the Department of Transportation

Where an employee's Official Work Station (OWS) is designated as Project Office, and said employee is directed by his/her supervisor to report directly from his/her home to a Temporary Work Station (TWS), the employee's work time shall be calculated as follows:

1. In the event the employee's drive time from his/her home to his/her TWS does not exceed the drive time between the employee's home and his/her OWS by at least fifteen (15) minutes, the employee shall continue to be paid for his/her normal work day.

2. In the event the employee's drive time from his/her home to his/her TWS exceeds the drive time between the employee's home and his/her OWS by at least fifteen (15) minutes, the employee's work schedule may be adjusted or should the work day not be shortened, such time shall be added to the employee's work day and the employee shall be paid for such time at the appropriate overtime rate.

3. Numbers 1 and 2 above shall also apply to the employee's return trip from his/her TWS to his/her home.

4. None of the above shall apply in the event an employee is instructed that he/she can report to his/her TWS after the start of the shift and/or leave his/her TWS prior to the end of the shift in an amount of time equal to the excess time which the employee drives between his/her house and his/her TWS.

Article 18 - Leaves of Absence Without Pay

Section I. Eligibility

Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the successful completion of their probationary period. The leaves of absence without pay listed in this Article are illustrative of the specific types of such leaves of absence and are not all inclusive.

Section 2. Request Procedure

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

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

Section 3. Approval

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

An employee may elect to carry a balance of annual leave not to exceed eighty (80) hours during a leave of absence. An annual leave balance in excess of eighty (80) hours up to a maximum of two hundred forty (240) hours may be carried with the written approval of the appointing authority. Such leave balances shall be made available to the employee upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

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

Section 4. Educational Leave 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 one (I) year if the employee fulfills the following criteria.

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 educational institution relating to full-time status. Before the leave of absence can become effective, a curriculum plan and proof of enrollment must be submitted by the employee to his/her Appointing Authority. At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the 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.

Section 5. Medical Leave of Absence

Upon depletion of accrued sick leave credits, an employee upon request shall be granted a leave of absence for a period of up to six (6) months upon providing required medical information for personal illness, injury or temporary disability necessitating his/her absence from work, if that employee is in satisfactory employment status. This guarantee shall only apply when the employee has had less than six months medical leave of absence during the preceding five years. Any leave of less than two consecutive full pay periods will not count toward the six month entitlement in any five consecutive years. In all other cases an employee may be granted such leave of absence for the above reasons. Such leave shall be granted for a period of up to six (6) months upon providing required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

In addition to the operational needs of the Employer and the employee's work record, the Employer in considering requests for extension will consider verifiable medical information that the employee can return at the end of the extension period with the ability to fully perform the job. When an employee, who has exhausted a medical leave of absence extended to one (1) year duration is required to be in employee status in order to collect an awarded employment related benefit, the Employer agrees to retroactively extend such medical leave of absence solely to afford the employee the opportunity to receive such benefit.

In all other circumstances, a request to extend a medical leave of absence for more than one (1) year may be granted in the sole discretion of the Employer, and only upon sufficient evidence being presented that the employee will, upon expiration of the extension, be able to return to full performance of duties. A denial of such request shall not be grievable, except under Article 23, Section 2, Non-Discrimination. Employees who have completed an initial probationary period and are in satisfactory employment status, and who after providing the information as required by this article, are subsequently not granted a medical leave of absence, shall upon providing medical certification of the employee's ability to return to their regular job responsibilities, be entitled upon request to have their name placed on the Departmental recall list in accordance with Article 13 provided that such medical certification is presented within two years of the date of medical layoff. Employees recalled under this provision shall not have such time treated as a break in service.

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

Section 6. Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave of absence as provided under Civil Service Commission Rules as they existed on the effective date of this Agreement and applicable statutes.

Section 7. Leave for Association Business

The Employer shall grant requests for leaves of absence to employees in this Unit upon written request of UTEA and upon written request of the employee, subject to the following limitations:

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

B. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with UTEA, the request shall state what the office is, the term of such office and its expiration date. This leave shall cover the period from the initial date of election or appointment through the expiration of the first full term of office, not to exceed three (3) years.

C. If the requested leave of absence is for the purpose of permitting the employee to serve as a staff representative for UTEA, such leave shall be for a minimum of six (6) months but shall not exceed three (3) years.

D. The Employer is not obligated to grant such leaves of absence for more than one (I) employee from any one Department.

Section 8. Waived Rights Leave of Absence

The Employer may grant a waived rights leave of absence to an employee in those situations when an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. Employees do not have the right to return to state service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the Employee's Appointing Authority in writing specifying the reason for the request. An employee granted a waived rights leave of absence may not carry any annual leave balance during such leave.

The Employer shall provide and the employee shall sign the following statement at the time a waived rights leave of absence is granted:

"I understand that an employee granted a waived rights leave of absence does not have a right to return to State service at the end of such leave of absence, but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave."

Section 9. Parental Leave of Absence

Upon written request, an employee who is pregnant or whose wife is pregnant shall be granted parental leave for up to six (6) months. Such leave shall apply in cases of adoption as well as natural birth. Parental leave for the mother shall commence immediately following the mother's medical leave or upon adoption of a child. Parental leave for the father shall commence no sooner than birth and no later than six (6) weeks following the birth or upon adoption of a child.

Section 10. Return from Leave of Absence

An employee returning from an approved leave of absence of sixty (60) calendar days or less will be restored to his/her previous permanent assignment.

An employee returning from an approved leave of absence of more than sixty (60) days may be temporarily assigned until a permanent assignment is made in accordance with Article 16, Assignment and Transfer. In accordance with the provisions of this Agreement, the Employer shall make a good faith effort to place the employee back in the assignment and position they held prior to their leave of absence. Employees who request an earlier return to work prior to the expiration of an approved leave of absence may return only with the approval of the Appointing Authority and will be temporarily assigned until a permanent assignment is made in accordance with Article 16, Assignment and Transfer.

Section 11. Layoff

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

Article 19 - Personnel Files

Section I. General

There shall be only one official personnel file maintained for an employee. For purposes of record keeping, copies of information contained in the official personnel file may be kept at the employee's work location.

Upon an employee's relocation to another work location, only the employee's official personnel file may be transferred to the employee's new work location. In accordance with Section 2 below, upon the employee's request, such file may be reviewed by the employee prior to the transfer of the file. Material pertaining to an employee's conduct, performance, and/or of a disciplinary nature shall be identical in both the local and official files. Under no circumstances shall an employee's medical file be contained in the employee's personnel file; however, records of personnel actions based upon medical information may be kept in the personnel file. Grievance forms and decisions shall not be contained in an employee's personnel file. All material placed in a personnel file shall either be signed by the employee indicating receipt of a copy of same or routinely supplied to the employee, except material related to routine non-disciplinary personnel transactions.

For purposes of this Article, notes kept by a supervisor shall not be considered a personnel file. Such notes shall be kept in a confidential manner and shall be considered the property of the maker of such notes, and shall be placed in the employee's personnel file only if the employee is provided a copy and shall not be used for purposes of discipline unless placed in the employee's official personnel file.

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

Section 2. Access

Access to and usage of individual personnel files shall normally be during non-working hours, including lunch and break periods, and in accordance with applicable law and shall be restricted to authorized management personnel, the employee and/or the Association representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file at reasonable intervals and may be accompanied by Association representative(s) if he/she so desires. Upon request, the Employer shall make a copy of documents in a personnel file and furnish such copies to the employee. The employee shall bear the cost of such duplication.

Pre-employment information, or information provided the State with the specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3. Employee Notification

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

Section 4. Non-Job Related Information

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

Section 5. Time Limits

Upon an employee's written request, records of disciplinary actions/interim service ratings shall be removed from an employee's official personnel file and any other personnel files kept at work locations of the Employer twenty four (24) months following the date on which the action was taken or the rating issued, provided that no new disciplinary action/interim service rating has occurred during such twenty-four (24) month period. Written reprimands/counseling memoranda shall similarly be removed twelve (l2) months following the date of issuance provided no new written reprimand/counseling memoranda has been issued during such twelve (l2) month period. These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices as defined in the Civil Service Rules and Regulations. The provisions of this Section shall apply retroactively. Any record eligible to be expunged under this Section shall not be used in any subsequent hearing concerning the employee.

Records removed under this Section will be sealed and will only be opened in the event that such records are needed to provide a defense for the Employer's actions in Civil Rights litigation. These sealed records will not be used for the purpose of initiating discipline against an employee.

Section 6. Confidentiality of Records

A. General: This Article shall not be construed to expand or diminish a right of access to records as provided by the Freedom of Information Act, being Act 442 of Public Acts of l976, nor as provided by the Bullard Plawecki Employee Right to Know Act, being Act 397 of Public Acts of l978.

B. Medical Records: To insure strict confidentiality, medical records and reports made or obtained by the Employer shall not be contained in or released in conjunction with the employee's personnel file. Only authorized Employer Representatives, the employee, and an Association Representative authorized by the employee in writing, shall possess or have access to such records.

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

Nothing in this section prohibits the Employer from furnishing or otherwise releasing medical reports or records made or obtained by the Employer, where the employee whose records are in question has him/herself, or his/her agent, filed a grievance under the contract, a complaint/claim with a governmental agency, or a legal action in court and the content of such records is pertinent to the grievance, complaint or legal action. Under such circumstances the employee will be deemed to have waived the right to maintain the confidentiality of his/her own records. A similar waiver will be deemed to have occurred in the circumstance where an employee appears as a witness in behalf of another employee or his/her agent. The medical records in the Employer's possession pertaining to such witness if pertinent to the proceedings will be subject to disclosure. When medical records have been lawfully subpoenaed the Employer will comply with such subpoena.

Article 20 - Probationary Employees

Section 1. Definition

The term "probationary employee" as used in this Agreement relates to an employee who has not satisfactorily completed the required initial probationary period of work in the state classified service, as defined in the Civil Service Rules and Regulations.

Article 21 - Applicable Law

Section 1. Definition

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. To the extent that any provision(s) of this Agreement, or application thereof, is found to be unlawful or in conflict with the provisions of any such law, by a court of competent jurisdiction, or by the Michigan Civil Service Commission, it shall be modified by negotiations between the parties only to the extent necessary to comply with such laws.

Nothing herein is intended to prevent the Association from seeking redress from any decision rendered in accordance with the above provision, in a court of competent jurisdiction.

Article 22 - Maintenance of Benefits

Section 1. Compensation and Economic Benefits

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 been previously granted, throughout the life of this Agreement, unless altered by mutual consent of the Employer and the Association and approved by the Civil Service Commission.

Section 2. Non-Economic Conditions

The Employer agrees that, in accordance with the current Civil Service Rules and Regulations, terms and conditions of employment which are deemed to be mandatory subjects of bargaining which are in effect on the effective date of this Agreement will continue in effect throughout the life of this Agreement under the conditions upon which they were previously granted, unless otherwise provided for or abridged by this Agreement or the Civil Service Commission, or unless altered by mutual agreement between the Employer and the Association through good faith negotiations and approved by the Commission.

If, in the course of making determinations on matters not deemed to be mandatory subjects of bargaining, such determinations will produce substantial adverse impact upon such conditions of employment, the Employer will negotiate in good faith the modification and remedy of such resulting impact.

Article 23 - Miscellaneous

Section 1. Effect of Agreement on Civil Service Rules

The parties recognize that, this Agreement is subject to the Rules of the Civil Service Commission and the Civil Service Compensation Plan. The parties therefore adopt and incorporate herein such Rules and implementing documents and provisions of the Compensation Plan as they existed on the effective date of this Agreement which address wages, hours, terms and conditions of employment that are mandatory subjects of bargaining as defined by the Civil Service Rules and Regulations, provided that the subject matter of such Rules and Compensation Plan is not covered in this Agreement.

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

Except as otherwise provided in the Civil Service Rules and Regulations, where any provision of this Agreement is in conflict with any Commission Rule or Provision of the Compensation Plan regarding a proper subject of bargaining, the parties will regard Commission approval of this Agreement, without exception, as an expression of policy by the Commission that the parties are to be governed by the provisions of this Agreement.

Section 2. Non-Discrimination

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

There shall be no discrimination, interference, restraint or coercion by the Employer or the Association against any employee because of Association membership or non-membership or activity or because of any activity protected by the Employee Relations Policy or permitted by this Agreement. However, claims of disciplinary action based upon such discrimination, interference, restraint or coercion shall be appealable either under the Grievance Procedure of this Agreement or applicable Civil Service Rules, but not both.

Employees shall be protected from reprisal for the lawful disclosure of the violation of law, rule or regulation or mismanagement or abuse of authority.

The Association has the right to representation on all Departmental and/or Agency Affirmative Action Committees. Problems or questions regarding affirmative action shall be subjects of Labor-Management meetings unless an Affirmative Action Committee has been established in the Department and/or Agency. In Departments and/or Agencies having such committees, the number of Association representatives to such committees shall not exceed one (1) per committee.

Section 3. Wage Assignments and Garnishments

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

Section 4. Sexual Harassment

No employee shall be subjected to sexual harassment in the course of employment. Sexual harassment means unwanted conduct or communication of a sexual nature which adversely affects the person's employment relationship or working environment.

Section 5. Polygraph Tests

No employee shall be required to take a polygraph examination, and no disciplinary action shall be taken against any employee for refusing to take a polygraph examination.

However, if any employee consents to a polygraph examination, the results of that examination may not be used or offered in any judicial or quasi-judicial proceeding (other than grievance-arbitration proceedings under this Agreement) unless required by court order.

Section 6. Work Rules

The Employer reserves the right to promulgate and enforce work rules.

Any such work rule which is in conflict with the specific written terms of this Agreement shall be null and void.

As existing work rules, policies and regulations are reduced to writing, copies will be forwarded to the Association and to the Office of State Employer.

A. The Association shall be provided a copy of the proposed issuance ten (10) calendar days prior to its intended implementation date.

B. The Association shall be entitled to offer any comments or suggested modifications it desires to the issuance prior to its implementation.

C. The provisions of A and B of this Section shall not be applicable during periods of emergency; provided, however, that the Association shall be advised by the Employer of the reason for the emergency.

D. No Appointing Authority may promulgate and/or implement any work rules which contradict the provisions of this Agreement. Work rules developed after the effective date of this Agreement shall not be enforceable unless promulgated in accordance with the provisions of this section.

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

Any grievance pertaining to a work rule shall be limited to a claim that the application of a particular work rule violates a specific written provision of this Agreement.

Work rules promulgated by the Department of Community Health will be applied on a Department-wide basis.

Section 7. Notice of Examination

The Employer agrees to post or make available notices of examinations for classifications within the representation unit, and supply at least one copy of such notices to the Association, if not previously provided.

If a Civil Service examination is only given during an employee's regular work hours and the examination can not be taken on a rescheduled basis within four weeks of its originally scheduled date, upon written request, the employee will be granted time off to take the examination without loss of pay provided:

A. The employee provides the maximum possible advance notice to the Employer;

B. Such absence does not substantially interfere with the Employer's operations at the employee's work location.

Such requests shall not be unreasonably denied.

Section 8. In-Service Training

The Employer shall, with available funds, provide training, review, and necessary copies of job-related information to employees. Employees directed to attend job training shall do so as a job duty and the employee shall be in pay status while attending and traveling to/from such training. Expenses incurred by an employee while attending such training shall be reimbursed in accordance with the applicable travel regulations. In furnishing information to employees, handbooks, summaries and other suitable formats may be used. Management will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job. Such obligation may be discussed in Labor-Management meetings.

Section 9. Printing Agreement

The Employer shall be responsible for the cost and providing of its own copies of this Agreement. The Employer and Association shall jointly proof this Agreement against the tentative Agreement ratified by the parties and approved by the Civil Service Commission and shall agree upon a cover color and format prior to final printing and distribution. The Association shall be responsible for the cost and providing of its own copies, and copies to be provided to employees in the Bargaining Unit; the Employer shall be responsible for providing copies to supervisors of such employees. Copies of this Agreement shall be available to be consulted by an employee upon request in the office of every supervisor of employees covered by this Agreement.

Section 10. Secondary Negotiations and Agreements

There may be secondary negotiations only as specifically provided by the provisions of this Agreement and/or as defined by and provided for in the Employee Relations Policy Rule, and decisions issued pursuant to that policy.

No provisions of any secondary agreements shall supersede or conflict with any provisions of the primary Agreement and no secondary agreement shall become effective until and unless it has been reviewed and approved by UTEA, the Office of the State Employer, and the Civil Service Commission.

Upon the request of either party to commence secondary negotiations, said negotiations shall begin. All secondary negotiations shall be concluded within ninety (90) calendar days after the effective date of this Agreement.

Section 11. Damage, Theft And/or Loss of Personal Effects

The Employer or insurance carrier will reimburse the employee for the cost of repairing or replacing personal effects (possessions owned by the employee) including motor vehicles damaged, stolen or lost while the employee is in the line of duty, in accordance with applicable laws and/or regulations of the State Administrative Board (Chapter 9, Section 2 of the Department of Management and Budget Administrative manual) in effect on the effective date of this Agreement, or as subsequently altered as to allowable maximum dollar amount.

Section 12. Space for Personal Effects

Within budgetary and space limitations, the Employer will provide secure storage space for wearing apparel and personal property of an employee. The Employer shall be held harmless for the loss or theft of any apparel or property which the employee may suffer as a result of such storage space.

Section 13. Tools and Equipment

The Employer agrees that when tools and equipment are furnished by the Employer they shall be in safe working condition, and they shall be maintained by the employee in such condition. Employees shall not use such tools and equipment for personal use except as expressly authorized by management.

All items provided above remain the property of the Employer. Upon separation, all items, other than those worn out through normal use, must be returned (or paid for) by the employee before the final paycheck will be issued.

Section 14. Legal Services

Whenever any civil action is commenced against any employee alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Appointing Authority in cooperation with the Attorney General shall as a condition of employment, pay for or engage or, at its option, furnish the services of an attorney to advise the employee and to appear for and represent the employee in the action. No such legal services shall be required in connection with prosecution of a criminal suit against an employee. Nothing in this Section shall require the reimbursement of any employee or insurer for legal services to which the employee is entitled pursuant to any policy of insurance.

Payment of any judgment rendered against an employee for actions engaged in by the employee in accordance with the above-cited provisions shall be in accordance with established practice.

Section 15. Jury Duty

Employees are entitled to Administrative Leave with pay for days on which the employee is serving on jury duty or is under subpoena as a result of work performed on behalf of the Employer. To be eligible for Administrative Leave with pay for such duty the employee must reimburse the Department any compensation, excluding court paid travel expenses, received from the court during the period of absence.

Employees must report to work if released by the court when they will have at least two (2) hours of the employee's shift remaining when they arrive at the work site. Employees may keep jury duty compensation by charging the period of absence to either annual leave or lost time.

Section 16. UTEA Presentations

A designated steward or representative will have an opportunity to make a presentation to new employees within one (1) week of employment. Such presentation shall not exceed a time period of one-half (½) hour.

Section 17. Supplemental Employment

Employees shall be permitted to engage in supplemental employment under the following conditions:

A. The supplemental employment must in no way conflict or interfere with State employment, and

B. The supplemental employment must not present a conflict of interest as defined by Civil Service Rules and implementing procedures, and

C. The employee must secure the written approval of the Departmental Employer in accordance with Civil Service Rules.

Should the Employer believe that an employee's supplemental employment interferes with State employment or is not in accordance with this Agreement, the employee shall be given reasonable time to promptly terminate the supplemental employment before the imposition of disciplinary action.

Section 18. Child Care

The subject of day care and an information and referral service to assist employees in locating quality child care may be discussed at a statewide labor-management meeting (Article 15, Section 5).

Section 19. Commercial Drivers License

As a result of recent Federal statutory requirements, the State of Michigan enacted Act 346 of 1988. The parties agree that as a result of these statutory requirements some employees within the Technical Bargaining Unit may be required to obtain and retain a Commercial Drivers License (CDL) to continue to perform certain duties for the State.

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

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

1. The Employer will reimburse the cost of obtaining and renewing the required CDL group license and endorsements for those employees in positions where such license and endorsements are required.

2. The Employer will reimburse, on a one time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test. Where a skills test is required, the employee will be permitted to utilize the appropriate state vehicle.

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

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

5. Employees desiring to transfer, promote, bump or be recalled to a position requiring a CDL are not eligible for reimbursement for obtaining the initial CDL but shall be eligible for reimbursement for renewals.

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 his or her 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 this 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, he or she will be laid off without bumping rights and will be placed on the Departmental Recall list.

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 placed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination. The fitness standards for a CDL are unchanged from current Federal Department of Transportation Standards and Michigan Motor Carrier Standards.

8. Employees who do not meet the required physical standards but who are otherwise qualified for a CDL may apply for a waiver to the Motor Carrier Appeal Board.

9. Those employees employed by the State as intra-state drivers prior to June 10, 1984 shall be grand parented into the process and thereby be exempt from the medical certification requirement.

Section 20. Promotion

If the employer decides to use a Civil Service Promotional Register, the employer will give primary consideration to employees in this Bargaining Unit, consistent with Civil Service Commission Rules and Regulations regarding classification and selection.

Article 24 - Compensation

Section 1. General Wages

A. Fiscal Year 1999 - 2000: On October 1, 1999, each hourly rate shall be increased by 3.0% (three percent).

B. Fiscal Year 2000 - 2001: On October 1, 2000, each hourly rate shall be increased by 2.0% (two percent). In addition, each employee on the payroll at the end of the first full pay period in October 2000 shall receive a lump sum payment of $375.00 that shall not be rolled into the base hourly rate.

C. Fiscal Year 2001 - 2002:

On October 1, 2001, each hourly rate shall be increased by 2.0% (two percent). In addition, each employee on the payroll at the end of the first full pay period in October 2001 shall receive a lump sum payment of $375.00 that shall not be rolled into the base hourly rate.

Section 2. Shift Differential

Employees shall be paid a shift differential of five percent (5%) per hour above their base rate for all hours worked in a day if fifty percent (50%) or more of their regularly scheduled shift falls between the hours of 4:00 pm and 5:00 am.

An employee shall earn no shift differential while on sick, annual, compensatory, holiday, personal or administrative leave. However, it is expressly agreed that if an employee is released from his/her work schedule pursuant to the provisions of this Agreement, and if the employee would be entitled by other provisions of this Agreement to pay for such released time, and if such released time would be paid a shift differential if worked, then such released time shall be paid the shift differential. The activities for which the shift differential will be paid are:

Grievance Processing, including witness time;
Labor Management Meetings;
Health and Safety Committee Meetings;
Affirmative Action Committee Meetings.

Section 3. Hazard Pay

A. Criteria: An employee who is required to work under the following conditions shall be entitled to receive the hazard pay premium provided in Subsection B below:

(1) Heights: Work on high structures in excess of forty (40) feet, which requires the use of scaffolding or safety harnesses. Work performed from safety buckets (aerial equipment) is not considered high structure work.

(2) Tunnels: Work in tunnels (new construction or reconstruction where mining equipment is involved). Work in caissons is not considered tunnel work.

B. Rate: An employee who meets the criteria in Subsection A above shall be paid one dollar ($1.00), for each hour worked on high structures or in tunnels, with a minimum of four (4) hours hazard pay per exposure day. Hazard pay shall be in addition to, and not a part of, the base pay.

C. Study Committee:

1) The parties agree to establish a committee within each Department for the purpose of determining means and methods for identifying hazards and hazardous conditions and for effectively dealing with those hazards and hazardous conditions.

2) Each committee shall be composed of two (2) members to be selected by and employed by the Department and two (2) members selected by UTEA and employed in the Department.

UTEA members will be granted Administrative Leave for all approved time related to these committees. Such committees shall meet as often as necessary but for no longer than a sixty (60) day period following the initial session during any contract year.

3) At the conclusion of this period any joint recommendations arrived at by these committees shall be provided to the respective Departmental Employer for its consideration for implementation.

4) An Administrative Leave Bank of 300 hours per contract year shall be established which shall be for the use of UTEA for the purpose of researching workplace hazards and related issues. This Administrative Leave Bank shall be administered as provided in Article 7, Section 5 of this Agreement.

Section 4. Prison "P" Rate

A. Eligibility Criteria: An employee shall be eligible for the "P" rate premium provided in Section B below if the position is assigned responsibility for the custody or supervision of Department of Corrections residents on a regular and recurring basis in addition to the regular job duties, or if it is located at a correctional facility and is responsible to handle personal, financial, or other matters affecting the well being of Department of Corrections residents on a regular and recurring basis.

The following interpretive criteria shall apply in determining employee eligibility for "P" rate pay:

(1) Within the Department of Corrections, the position in question must be physically located within an institution under the jurisdiction of the Bureau of Correctional Facilities. Positions in other Departments must supervise residents assigned from the Bureau of Correctional Facilities.

(2) A position where the work location is within the security perimeter of a medium, close or maximum custody correctional facility, thereby placing the employee in an environment where physical confrontation will occur, is one in which the employee is eligible.

(3) "Regular and recurring" is defined as contact with residents in person, twenty five percent (25%) or more of the work time, in an environment that would permit a physical act to occur.

(4) An employee working in a "covered position" within the meaning of P.A. 302 of 1977, as amended, is eligible.

B. Regular "P Rate": An employee who meets the criteria in Subsection A, paragraphs (1) through (3) above, shall be paid 40 cents per hour for all hours in pay status. Prison "P" rate shall be in addition to, and not a part of, the employee's base pay. Effective upon ratification of this agreement by the Civil Service Commission, an employee who meets the criteria in Subsection A, paragraph (4) above, shall also be entitled to the 40 cents per hour "P" rate as described above.

C. High Security Premium Pay: Effective October 1, 1990 the Employer will initiate the High Security Premium Pay program described below. The program is intended to provide financial incentives to Technical Unit Employees to continue working in certain high security correctional assignments, and not to transfer to other, lower security, assignments, work locations, and institutions.

(1) Employees with at least two (2) years of continuous service who are eligible for "P" rate premium under Subsection A, above, who are assigned to close, maximum and administrative segregation work units within a Department of Corrections, Bureau of Correctional Facilities Institution which is designated by the Michigan Corrections Commission as having: A close, maximum or administrative segregation overall rating, or a close/medium overall rating with an administrative segregation unit shall be paid 50 cents per hour for all hours in pay status. Such payment shall be in addition to, and not part of, the employees' base pay. In the event that any disputes arise with respect to application of Article 24, Section 4B - High Security "P" rate, these disputes shall be subject to the grievance procedure.

Section 5. On-Call Pay

A. Definition: On-call is defined as the scheduled state of availability, outside the scheduled hours of work, to return to duty, work ready, within a specified period of time. General availability of an employee as "back-up" to working personnel in the event of extreme emergency is not considered on-call status.

B. Criteria: An employee scheduled by the Employer for on-call duty is required to remain available through a pre-arranged means of communication. An employee so scheduled who is not available when contact is attempted, or who is not able or willing to report to duty, work ready, within the prescribed time shall not be eligible for on-call compensation for that date.

C. Compensation Rate: An employee scheduled for on-call duty shall be compensated at the rate of one (1) hour of base pay for each five (5) hours in on-call duty status. On-call hours shall not be considered hours worked for any purposes other than the payment provided herein, and no overtime payment shall be made for such on-call hours.

D. Recall While in On-Call Status: An employee who, at the Employer's direction, actually returns to duty while in on-call status shall be compensated for those hours actually worked in accordance with Article 17, Hours of Work, Section 7.

Section 6. Longevity

A. Eligibility: Following completion of an aggregate 12,480 continuous classified service hours, as recorded in the PPS continuous service hours counter, and continuing in increments of 2,080 hours of such service, each employee shall receive a full annual longevity payment as provided in the schedule. Effective October 1, 1988 the longevity payment schedule shall increase by twenty one percent (21%).

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

To be eligible for a full annual longevity payment after the initial payment, an employee must have completed continuous classified service equal to 2,080 hours since their last longevity payment. Employees shall not be credited service time for purposes of longevity payment for any lost time or time while on unpaid leaves of absence.

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

B. Limitation: No employee shall receive more than the amount scheduled for one annual longevity payment. No pro rata payment shall be made for less than 80 hours service in a longevity year.

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

Section 7. Working out of Class

A. Temporary Assignment: The Employer may temporarily assign an employee to perform duties and responsibilities of another classification title and/or level. Payment for time spent in such assignment shall be as provided in Subsections C and D.

To be eligible for pay adjustment under such circumstances the employee must be directed to perform or must be performing such duties and/or responsibilities with the knowledge and consent of the employee's immediate supervisor and must actually perform a majority of the duties and responsibilities which differentiates the higher classification from the employee's current classification.

No employee shall be worked out of class for nine (9) days, then replaced by another employee, who also works out of class. It is not the intent to work any employee out of class for several less than ten (10) day periods solely for the purpose of avoiding payment at the higher level.

B. Temporary Appointment: Where the Employer intends, or has reason to believe that the assignment will last more than thirty (30) work days, the appointment shall be made under Civil Service Rules governing temporary appointments. Under such circumstances, where such an appointment is made, such time worked shall be credited to the individual's Civil Service Employment History file. Failure of the employing Department to seek such appointment does not alter the requirement for payment for working out of class which exists under the provisions of this Article.

C. Rate of Pay: An employee assigned to a classification in an equal or lower pay range than his/her permanent classification shall be paid his/her regular rate of pay. If the employee is assigned to a classification having a higher pay range than his/her permanent classification, the employee shall be paid as if he/she had received a promotion into such higher pay range in accordance with the Civil Service Commission Compensation Plan.

D. Payment Due: For assignments totaling more than ten (10) consecutive full days of actual work, the Employer shall pay the employee the higher rate as set forth immediately above for the full time of such assignment(s) commencing with the first day of the employee's assignment, regardless of the length of the assignment.

Such payment shall be made at the end of the assignment or in 60 day increments, whichever time period is shorter. For the purpose of calculation, any assignment of less than one full day shall not be considered an assignment to another classification. An employee shall not be assigned to work out of class for more than one (1) ten (10) consecutive day period per calendar year, without being compensated at the appropriate rate for the full extent of the second or subsequent assignment(s).

E. Limitations:

(1) Eligibility: The provisions of this Section shall not apply to employees working in recognized pre-authorized and/or pattern type positions or to positions downgraded for training. Employees whose job classification recognizes lead work or assistant supervisory responsibilities, and compensation therefore, shall not be eligible for payment under this Article, except for assignments to classes in support of which lead worker or assistant supervisory responsibilities are not regularly performed.

(2) Service Credits: In all instances where an employee is eligible for such payment, the payment procedure shall be by gross payroll adjustment (GPA). Such paid time shall not be credited to the individual's employment history, nor shall it be credited toward accumulated seniority at the higher level.

F. Appeals:

(1) Grievances relating to working out of class shall be appealable exclusively through the grievance procedure contained in this Agreement.

(2) Disputes relating to reallocation shall be appealable exclusively through procedures established in the Civil Service Rules and Regulations.

Section 8. Compensation Policy under Conditions of General Emergency

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

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

C. Compensation in Situation of Closure: When a state facility is closed by the Governor or his designated representative, affected employees will be authorized administrative leave not to exceed a period of seven (7) calendar days to cover their normally scheduled hours of work during the period of closure.

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

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 will be granted administrative leave to cover his/her normally scheduled hours of work during the period of declared inaccessibility.

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

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

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

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

Section 9. Severance Pay

In recognition of the fact that the de-institutionalization of the Department of Mental Health resident population has resulted and will continue to result in the layoff of a large number of State employees, and in recognition of the fact that such layoffs are likely to result in the permanent termination of the employment relationship the parties hereby agree to the establishment of severance pay for certain employees.

A. Definitions:

(1) 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.
(2) Week's Pay -- Week's Pay is defined as an employee's gross pay for forty (40) hours of work at straight time, excluding any differential or premium pay, at the time of layoff.
(3) Year of Service -- Year of Service is defined as 2088 hours recorded in the PPRISM Continuous Service Hours counter (see chart below).

B. Eligibility: The provisions of this Section shall apply only to Department of Mental 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:

(1) Employees who are in less than satisfactory employment status.
(2) Employees eligible to receive retirement pay at time of layoff.
(3) Employees with a temporary or limited term appointment having a definite termination date.

C. 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.

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

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

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

(1) If the employee is deceased.

(2) If the employee is hired for any position by an Employer:
   a. If such employment requires a probationary period, upon successful completion of such period.
   b. If no probationary period is required, upon date of hire.
   c. If a probationary period is required and the employee does not successfully complete such required probationary period and is therefore separated, such time of employment shall be bridged for purposes of the time limits in Subsection C above.

(3) An employee who refuses recall to or new State employment hiring within a seventy five (75) miles radius of the Agency from which he/she was laid off.

(4) An employee permanently recalled to another job in State Government.

E. Effect of Recall:

(1) 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 C above.

(2) 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 C above shall be applied from the date of the most recent layoff.

F. 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.

G. Payment: An employee who elects in writing to receive severance pay shall receive an explanation of the terms of such severance pay. The Office of the State Employer shall develop a form which explains to such employee all the conditions attendant to acceptance of severance pay. The employee and Appointing Authority or designee shall sign this form and the signatures shall be witnessed.

No employee is entitled to receive severance payment until and unless he/she has signed the above mentioned form. The employee shall receive a carbon copy of the signed form.

The Employer shall deduct from the amount of any severance payment any amount required to be withheld by reason of law or regulation for payment of taxes to any Federal, State, County or Municipal Government. Eligible employees as indicated in Subsections A-F above shall receive severance payment according to the following schedule:

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

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

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

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

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

I. Effective Date: The provisions of this Section shall apply to employees in the Technical Unit in the Department of Mental Health laid off on or after October 1, 1983

Severance Pay Schedule

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

Example of Severance Pay for Less Than Full Time Employee:

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

Section 10. Safety Shoes

In accordance with the provisions of Article 14, Section 10, where safety shoes are required, an employee, at his/her option, may elect to receive shoes provided by the employer or receive an allowance of up to $120.00 plus any medically required options, once per year. Effective October 1, 1999, the allowance shall be increased to $125.00 once per year. An employee who demonstrates to the Employer the need for replacement safety shoes within the year, will, at the employee's option, be provided with replacements by the Employer in accordance with current practices or be reimbursed by the Employer up to $50 (supported by a receipt) for the purchase of replacement safety shoes. In no event shall such allowance or reimbursement exceed the actual cost of the employee purchased protective item.

Section 11. Smoke - Ending Programs

A. Effective October 1, 1989: The Employer shall provide, or pay the total cost for, any program which an employee attends which has the objective of ending an individual's dependence upon and/or addiction to the use of tobacco products. Employees shall be reimbursed for the full cost, not to exceed $50.00, of such program upon presenting evidence of enrollment and attendance. However, employees shall not be entitled to be reimbursed if such program is covered by the employee's health plan or HMO. Employees shall be entitled to such reimbursement only one time. Costs of any additional programs or costs of re-enrolling in any program shall be paid by the employee.

B. Effective October 1, 1993: UTEA Bargaining Unit members shall be eligible, on a one time only basis, for reimbursement of the cost of transdermal patches less two dollars ($2.00) employee co-pay and accompanying smoking cessation counseling not otherwise payable as a covered benefit. Such reimbursement shall be made by the Departmental Employer.

C. Effective January 1, 2000: Zyban and Nicotrol Nasal Spray for smoking cessation shall be included under the prescription drug benefit.

Section 12. Compensation Policies During Promotional Interviews

Employees selected by the Employer to participate in promotional interviews within the employee's own Department shall be released from work with pay for necessary travel time to and from the interview and for the interview itself. Travel expenses are not authorized.

Section 13. Special Pay Application

Upon appointment to a different classification series where the employee does not meet the experience requirements for the journey (experienced) level, the employees rate of pay shall be maintained at the previous rate until the employee becomes eligible for the experienced level of the new classification series, provided the previous rate of pay does not exceed the maximum of the new experienced level class. In such case, the employee shall be paid at the maximum of the new experienced level class.

Article 25 - Leave and Holidays

Section 1. Sick Leave

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

Sick leave shall be credited at the end of the biweekly work period in which eighty (80) hours of service is completed.

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

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

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

An employee shall be granted a minimum of five (5) days of leave, if such is requested, in the event of the death of a member of the employee's family, with a maximum of four (4) such days taken as sick leave. The employee shall be allowed reasonable and necessary time off, by his/her mutual agreement with the supervisor, in excess of said five (5) days.

Sick leave may also be used for an appointment with a physician, dentist, or other professional licensed medical practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours. For purposes of this Section, the terms doctor and other licensed medical practitioner shall include a psychologist and/or a chiropractor only if such practitioner is licensed by a State, and only if such appointment is a result of a direct referral by a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.).

An employee may also use sick leave for a health screening appointment at an authorized Employer operated health screening unit.

C. Disability Payment: In case of work incapacitating injury or illness for which an employee is or may be eligible for work disability benefits under the Michigan Workers Disability Compensation Law, such employee may be allowed salary payment which, with the work disability benefit, and any other statutory benefit, equals two-thirds (⅔) of the base salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's base salary or wage.

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

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

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

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

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

E. Proof: All requests for use of sick leave shall be certified by the employee as to its purpose. The Employer may require the employee to supply reasonable evidence of the basis for use of sick leave which extends beyond three (3) scheduled working days. The employee may also be required to furnish such proof of the basis for use of sick leave of any amount of hours in such cases where an employee has been previously disciplined and such discipline has not been overturned through the grievance procedure. Such proof must be requested at or before the time of notice of sick leave use and must be presented upon return to work.

Falsification of such evidence shall be cause for disciplinary action up to and including discharge. The Employer may require that an employee, at the Employer's cost, present medical certification of physical or mental fitness to continue working.

F. Return to Service: Previous unused sick leave allowance shall be placed to the credit of a laid off 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 Section and who returns to service shall not be credited with any previous sick leave allowance.

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

H. Assaulted Employee: Public Acts 414, 452, 212, & 280. Employees who meet the definition of employee in the above Acts and who are injured (and disabled in accordance with the Acts) during the course of their employment as a result of an assault by a recipient of the State's services (or inmate) or as a result of helping another employee in subduing a recipient or injured during an inmate riot shall receive their full net wages as follows: The Employee shall receive in addition to Worker's Compensation, a supplement from the Department which, together with Worker's Compensation benefits, shall equal but not exceed the biweekly net wage of the employee at the time of injury.

The employee shall not be entitled to such payment beyond the period of his/her disability, nor beyond the eligibility period provided in the applicable Act. This Section describes existing eligibility for compensation under the Acts, and administration and entitlement under this Section may be subject to change in response to legislative or court change.

Section 2. Annual Leave

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

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

Annual Leave Table

Service Credit		Annual Leave
0-1 yrs (0 - 2,079 hrs)	=	4.0 hrs/80 hrs service
1-5 yrs (2,080-10,399 hrs)	=	4.7 hrs/80 hrs service

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

Service Credit			Annual Leave
5 -10 yrs	(10,400 - 20,799 hrs)	=	5.3 hrs/80 hrs svc.
10-15 yrs	(20,800 - 31,199 hrs)	=	5.9 hrs/80 hrs svc.
15-20 yrs	(31,200 - 41,599 hrs)	=	6.5 hrs/80 hrs svc.
20-25 yrs	(41,600 - 51,999 hrs)	=	7.1 hrs/80 hrs svc.
25-30 yrs	(52,000 - 62,399 hrs)	=	7.7 hrs/80 hrs svc.
30-35 yrs	(62,400 - 72,799 hrs)	=	8.4 hrs/80 hrs svc.
35-40 yrs	(72,800 - 83,199 hrs)	=	9.0 hrs/80 hrs svc.
40-45 yrs	(83,200 - 93,599 hrs)	=	9.6 hrs/80 hrs svc.
45-50 yrs	(93,600 -103,999 hrs)	=	10.2 hrs/80 hrs svc.
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 re-qualifying for additional annual leave or longevity compensation if the employee previously qualified for and received these benefits.

D. Crediting: Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.

When paid service does not total eighty (80) hours in a biweekly work period, the balance shall carry forward to subsequent biweekly work periods. No annual leave shall be authorized, credited or accumulated in excess of the schedule below except that 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 9, shall be permitted annual leave accumulation in excess of the schedule below. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or forfeited. If the employee separates from employment for any reason during that one year grace period, the employee or beneficiary shall be paid for no more than the maximum as indicated below of unused credited annual leave.

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

Annual Leave Accumulation Schedule

Service Credit	Accumulation Limit Maximum Hours
00 - 01 Yrs.	240
01 - 05 Yrs.	240
05 - 10 Yrs.	255
10 - 15 Yrs.	270
15 - 20 Yrs.	285
20 - 25 Yrs.	290
25 + Yrs.	300

E. Transfer and Payoff: Employees who voluntarily transfer from one state department to another shall be paid off at their current base rate of pay for their unused annual leave. However, the employee may elect, in writing, to transfer up to eighty (80) hours of accumulated annual leave. Annual leave in excess of eighty (80) hours, if any, up to the maximum allowed in accordance with Subsection D immediately above, may be transferred with the approval of the Departmental Employer to whose service the employee transfers.

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

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

G. Scheduling:

(1) Consistent with the operational needs of the Employer, annual leave may be granted at such times during the year as requested by the employee, but only up to the maximum amount of annual leave credits in an employee's account prior to the initial date of the annual leave.

"Operational needs of the employer" is defined as any situation in which the approval of the annual leave would require or result in the payment of overtime or the temporary reassignment of other personnel to the work site affected.

The Employer reserves the right to cancel previously approved annual leave and to require the employee to return to work within a reasonable period of time, in the event of emergency.

Any holiday recognized in this Agreement which occurs during the approved annual leave period will not be charged as annual leave time.

An employee on approved annual leave of three (3) consecutive work days or more who becomes ill or is injured and thereby requires (1) hospitalization, (2) emergency surgery/treatment and convalescence therefrom, or (3) return to home and confinement thereto, may convert the period to sick leave upon furnishing medical verification required by the Employer. An employee required to return from approved annual leave because of death or unexpected illness of a person for which sick leave could normally be used may convert such time to sick leave upon furnishing appropriate verification required by the Employer. 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 balance if the employee requests the Employer in writing not to do so.

(2) Conflicts in Vacation Requests: Conflicts in requests for vacation of one (1) week or longer shall be resolved among employees within a work site or work unit on the basis of seniority. Requests for vacation of one (1) week or longer shall be posted for viewing by all employees at the work site.

If no employee with more seniority applies for the same vacation period within five (5) work days, the employee requesting the vacation shall be granted the vacation time. Once a vacation has been selected and approved as provided herein, such request shall not be superseded by the request of another employee. Nothing shall preclude the Employer from granting other employees the same period of time for their vacation period providing the operational needs can be met.

Requests for annual leave usage of less than one (1) week shall be given priority in the order received and will normally be submitted to the supervisor for approval or disapproval at least one day before the desired leave time, unless circumstances prevent the employee from making such request at least one day before the desired leave time.

H. Annual Leave Buy Back: An employee laid off from State employment who is recalled to a permanent position in a Department or Agency other than the one from which he/she was laid off, on other than a temporary basis, may elect to buy back up to eighty (80) hours of accrued annual leave which has been paid off. An employee recalled to the Department and Agency from which he/she was laid off may elect to buy back any portion of annual leave up to the amount paid off. An employee electing this option shall buy back the annual leave in the manner currently provided by Civil Service Rules and/or Procedures. Such payment shall be made to the Department making the original payoff. Such option may be exercised only once per recall, and may only be exercised during the first thirteen (13) pay periods of the recall.

I. Annual Leave Freeze: An employee laid off from State employment may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance, or until the employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's final base rate of pay. Article 25

Section 3. Holidays

A. Designated Holidays: On the following contractual holidays, permanent full-time employees shall be allowed eight (8) hours paid absence from work, and, permanent-seasonal, part-time, or intermittent employees shall be allowed paid absence from work in proportion to their average hours in pay status for the previous six (6) pay periods:

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

B. Holiday Scheduling:

(1) Monday through Friday Schedule Employees: Should a holiday fall on a Saturday, the preceding Friday shall be considered as the holiday; should a holiday fall on Sunday, the following Monday shall be considered the holiday. Substitute scheduling of holidays may continue in Departments currently following such practice.

(2) Seven-Day Rotational Schedule Employees: The holidays shall be observed on the date of occurrence, except that substitute scheduling of holidays may continue in Departments following such practice.

C. Payment for Working on a Holiday: An employee scheduled and required to work on a contractual holiday shall have the day treated as a regular work day. An employee who is in pay status for more than eighty (80) hours in a pay period as a result of working such holiday shall have time in excess of eighty (80) hours in a pay period treated as regular overtime work. An employee called back to work on such holiday shall be paid for hours worked on such holiday in accordance with Article 17, Hours of Work, Section 7, Callback.

D. Eligibility: Permanent full-time employees, regardless of work schedule, qualify for paid absence from work on the holiday by being in full pay status:

(1) The employee's last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday, when both days fall within the same biweekly work period; or

(2) The employee's last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or

(3) The employee's first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period. If a holiday occurs or is observed on the first scheduled work day of a new employee's initial biweekly work period, such employee shall not be eligible for paid holiday absence for that day.

(4) An employee who is scheduled or called back to work on a contractual holiday, but who fails to report for and perform such assigned work without reasonable cause, shall not be eligible for paid holiday absence for that day. Such ineligibility shall be exclusive of any disciplinary action taken.

E. Less Than Full-Time Employees:

Less than full-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.

Section 4. Personal Leave Day

On October 1 of each year each permanent full-time, non-probationary employee shall be credited two (2) personal leave days to be used in accordance with normal requirements for annual leave usage. Such leave shall be credited to less than full-time, non-probationary permanent employees on a pro-rated basis in accordance with current practice regarding holiday leave. Such leave time shall be credited to annual leave balances on each October 1, of this Agreement.

Such leave grant shall be extended to employees returning from leave of absence on their return. Such leave time shall be granted to persons entering the Bargaining Unit (for example, recall from layoff) on a pro-rata basis. However, no employee shall be entitled to more then one grant of personal leave in each fiscal year.

Section 5. Leave Donation

Upon request of a member of the Technical Bargaining Unit, a Non-Exclusively Represented employee or an employee in another bargaining unit, annual leave credits may be transferred between employees under the following conditions:

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

2. The receiving employee has exhausted all leave credits.

3. The receiving employee's absence has been approved.

4. Annual leave donations must be for a minimum of eight (8) hours. Donations shall be in whole hours increments. Employee donations are irrevocable.

Section 6. School Participation Leave

A. Employees are eligible for an annual grant of eight (8) hours of school participation leave in accordance with the provisions listed below:

1. Effective October 1, 1996, and each October 1 thereafter, permanent non-probationary employees shall receive eight (8) hours of paid school participation leave to be used in accordance with normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested. Unused school participation leave will not carry forward beyond the fiscal year in which it was granted.

2. Employees may use the leave to participate in any education activity including but not limited to, tutoring, field trips, classroom programs, and school committees.

3. The use of the leave is for active participation in school sponsored secular educational activities by employees, and not after school recreational programs. Additionally, the leave is intended for pre-school education programs, K-12, and adult literacy programs, and not college or university related programs.

4. To request school participation leave, employees shall complete a school participation leave form provided by the Appointing Authority.

Article 26 - Group Insurances

Section 1. Life Insurance

A. The Employer shall pay l00% of the employee's premium for the policy, which shall have a death benefit equal to 2.0 times annual salary rounded up to the nearest $l,000.

The employee shall pay l00% of premium for optional dependents' coverage. The employee may choose between three levels of dependent coverage. Effective October 1, 1990 two additional levels of dependent coverage shall become available as described below under "Level 4" and "Level 5":

(1) Level 1 which shall provide a death benefit of $l,500 for the employee's spouse, $l,000 for children from age 6 months to 23 years, and $250 for children from l4 days old but under 6 months.
(2) Level 2 insures spouse for $5,000 and children from age six (6) months to 23 years for $2,500 and children under six (6) months for $250.
(3) Level 3 insures spouse for $10,000 and children from age six (6) months to twenty-three years for $5,000 and children under six (6) months for $250.
(4) Level 4 insures spouse for $25,000 and children age 15 days and over for $10,000.
(5) Level 5 insures children only age 15 days and over for $10,000.

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

B. In the event of an employee's accidental death in the line of duty, the Employer will pay a death benefit of $100,000, exclusive of what worker's compensation benefit may be owing.

C. Employees covered by the Agreement may enroll for all available employee-paid group life coverage for eligible dependents. Dependent coverage for children shall be the face amount selected beginning for infants at 15 days of age. Employees will be offered these enrollment elections as part of the flexible benefits plan enrollment process.

Section 2. Group Basic and Major Medical Insurance Plan

Health Risk Appraisal: Effective in Fiscal Year 1989-90, the Employer agrees to make a Health Risk Appraisal program available, in cooperation with the Department of Civil Service, to Bargaining Unit members who wish to participate. Such program shall consist of a health assessment questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the Employer, the Union, or third parties. The parties agree to meet and review the State's plans for extending such program to Bargaining Unit members (including a review of the State's experience under a pilot program) prior to its introduction to unit members.

A. The Employer shall maintain the existing group basic and major medical health insurance coverages except as amended herein. The Employer shall pay 95% of the premium for health insurance. The Employer shall provide a hearing care program as part of the basic health care plan. Effective October 1, 1988 when medically appropriate, binaural hearing aids are a covered benefit.

B. Reimbursement for out-patient psychiatric services under Major Medical shall be at 90% with a $3,500 per person maximum benefit per year.

C. Prescription Drug Coverage : From January 1, 1996 through March 31, 1996, the State's Participating Pharmacy (card) plan, shall consist of a non-reimbursable $2.00 subscriber co-payment for each separate prescription.

Such plan provides for an employee identification card and the elimination of the need for employees to process forms for reimbursement when the prescription is filled by a participating provider.

1. Prescription Drug PPO: Effective 4/1/96, Bargaining Unit members will be enrolled in the alternative prescription drug PPO currently administered by ValueRx.

Generic Drugs: The plan shall also provide that, unless otherwise specified by the prescribing physician or the employee, the pharmacy will be required to dispense a generic drug whenever a generic substitution is available. Employees who insist that the prescription be filled with a brand name drug shall communicate this to the dispensing pharmacy. Prescriptions filled by brand name drugs either at the request of the doctor or the employee shall be paid in the same manner as generic drugs.

Effective 10/1/96, the co-payment level on covered prescriptions shall be increased to $7.00 per brand name prescription and $2.00 per generic prescription. Effective January 1, 2000, the co-payment on covered prescriptions shall be increased to $10.00 per band name prescription and $5.00 per generic prescription. The brand name co-payment level will apply to "DAW" prescriptions. The brand name co-payment will apply when there is no generic substitute.

The brand name co-payments will not apply for drugs with patents scheduled to expire during the period of the contract, but for which congress has specifically extended the patent protection. When the patent has expired, the brand name co-payment will apply.

The Employer shall implement a mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. Effective January 1, 2000, there shall be a $10.00 co-pay for brand name drugs and a $5.00 co-pay for generic drugs for prescriptions filled through the mail order option.

D. Effective January 1, 1999, the individual deductible under Major Medical shall be $150.00 per calendar year and the family deductible shall be $300.00 per calendar year. Effective January 1, 2000, the individual deductible under Major Medical shall be $300.00 per calendar year and the family deductible shall be $600.00 per calendar year.

Effective January 1, 1999, the annual "Stop-loss" limit shall be $1,000.00.

E. The reimbursement under Major Medical shall be 90%.

F. The Employer shall pay all of the premium if an active employee, his/her spouse or both are eligible for Medicare benefits, in most instances.

G. The Employer shall pay for screening tests of employees, retirees, and their enrolled dependent spouses to assist in early diagnosis of chronic disease. In addition, the following wellness and preventive coverage shall be provided:

1. Mammography in accordance with the latest guidelines recommended by the American Cancer Society (effective 10/1/89).

2. PAP tests annually (effective 10/1/89).

3. Pediatric Well Child Care (effective 10/1/89)

   a. Office visits for Well Baby Care from a child's birth to age 24 months.

   b. Annual office visits for physical examinations for children from age twenty four (24) months to age nineteen (19).

   c. Immunizations and lab testing services from a child's birth to age nineteen (19).

4. The parties agree to include as part of the wellness and preventative coverage in the State Health Plan a Prostate Screening Antigen Test to be administered in accordance with American Cancer Society Guidelines when accompanied by an examination by a physician.

5. Colo-Rectal Screening. Effective October 1, 1999, the State Health Plan will cover routine rectal screening examinations for individuals age 50 and older in accordance with the guidelines of the American Cancer Society.

6. Disease Management Program. Effective October 1, 1999, the Disease Management Program administered by Blue Cross/Blue Shield of Michigan shall be included as a covered benefit on a voluntary basis.

H. The Employer shall pay 95% of premium for enrolled employees who are receiving retirement benefits.

When these retirees qualify for Medicare, the State pays for the full supplemental premium for the retiree and spouse.

I. Group Basic and Major Medical Insurance Plan:
The Employer agrees to continue the Labor Management Health Care Committee.

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

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

The Plan will consist of four principal components: (1) Pre-certification of all hospital inpatient admissions; (2) Second Surgical Opinion program; (3) Home Health Care; and (4) Alternative Delivery systems.

Effective 10/1/89, the mandatory second opinion program shall be modified as follows: the mandatory second opinion shall be a part of the pre-certification for Hospital Admission benefit. The selected surgical procedures shall remain as listed below. This listing may be changed upon agreement of the parties.

The second opinion referral will be initiated by the provider/physician recommending the surgery at the time the physician contacts the third party administrator for pre-certification for admission. Based upon the medical data provided and the procedure to be done, the physician will be notified if a second opinion is required. If necessary, the employee or dependent will then be contacted to advise him/her of the second opinion requirement and to select a consultant from the panel. The appointment with the chosen consultant will be scheduled for the employee/dependent. The second opinion requirement will be waived when an appointment with an appropriate consultant cannot be scheduled within three weeks or without excessive travel (over 100 miles). Regardless of the consultant's opinion, the normal surgery payment will be made.

(1) Pre-Certification of Hospital Admission & Length of Stay: The pre-certification for admission and length of stay component of the plan requires that the attending physician submit to the Plan Third Party Administrator for 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.

(2) Second Surgical Opinion: A mandatory second surgical opinion shall be required for the following types of elective surgery. For purposes of this Article, elective surgery shall be defined as a procedure which may safely be postponed without compromising the employee's health.

- ❖ Knee Surgery
- ❖ Hysterectomy
- ❖ Tonsillectomy and/or Adenoidectomy
- ❖ Cholecystectomy
- ❖ Inguinal Hernia Repair
- ❖ Partial or Complete Mastectomy
- ❖ Bunionectomy
- ❖ Hemorrhoidectomy
- ❖ Excision of Cataracts
- ❖ Septo-Rhinoplasty

- ❖ Dilation and Curettage
- ❖ Varicose Vein Stripping and Ligation
- ❖ Prostatectomy
- ❖ Laminectomy
- ❖ Spinal Fusion

In the event that any of these types of surgery is recommended to the employee or enrolled family member, a second surgical opinion must be sought. The attending physician shall notify the Third Party Administrator when surgery is recommended to an employee or enrolled family member. The Third Party Administrator shall provide the employee or enrolled family member with a list of 3 or 4 board certified specialists in the covered individual's geographic area. Every reasonable effort will be made to provide this list within 2 - 3 work days. The employee or family member shall select one of the physicians to provide a second opinion. If none of the physicians are able to schedule an appointment for the employee within two weeks, the employee may request a new list from the Third Party Administrator. The physician providing the second opinion shall furnish to the employee and the Third Party Administrator a copy of the diagnosis, prognosis and recommended treatment.

In the event that no board certified specialist is available within 100 miles of the employee's work location, the requirement for a second mandatory opinion will be waived by the Third Party Administrator. If an employee has to drive 50 miles or less one way from the work location to get the second opinion, there shall be no reimbursement. If the employee has to drive 51 - 100 miles one way from the work location to get the second opinion, the employee shall be reimbursed for mileage for any of those miles over 50 one way.

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

Employees may use sick leave, annual leave or compensatory time for mandatory second opinions. Request for such time shall not be denied. Leave used shall not be counted in the consideration of discipline.

Employees may seek a voluntary third opinion. In addition, employees may seek a voluntary second opinion for elective surgical procedures not included on the above list. Upon request, the Third Party Administrator will provide a list of three or four board certified specialists in the covered employee's geographical area. Since such opinions are completely voluntary, they shall be covered under the provisions of the existing health plan. Copies of lists of board certified specialists shall be available in personnel offices and shall be sent to the Union.

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

(3) Home Health Care: A program of home health care and home care services to reduce the length of hospital stay and admissions shall also be a component of the Plan. This component shall require that the attending physician contact the Third Party Administrator to authorize home health care service in lieu of a hospital admission or a continuation of a hospital confinement.

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

(4) Alternative Delivery Systems: The Plan shall also provide coverage for hospice care and birthing center care to employees and enrolled family members. The details of services and charges to be covered for either of these options shall be described in the State Health Care Plan Benefit booklet. Both hospice care and birthing center care shall be available to employees at their option in lieu of hospital confinement.

(5) Health plan coverage for enrolled dependents will cease the 30th day after a unit member's death unless the covered unit member is eligible for an immediate pension benefit from the State Employee's Retirement System.

(6) Payment of Usual, Customary and Reasonable Rates: Effective 1/1/97, covered charges by a provider who is not a participating ("PAR") provider with BCBSM will be reimbursed at the PAR provider UCR rate if 75% or more of the providers of that specialty area of practice in the County in which the member resides are PAR providers. For purposes of this Section, a provider's status as PAR or non-PAR will be established at the beginning of the plan (calendar) year and will be considered unchanged throughout the year.

The member will be responsible for the remaining balance of the billed charges, and this amount will not count toward the member's deductible or stop-loss limit. The joint committee provided for below shall determine what specialty areas of practice will be clustered together for purposes of determining the population of providers upon which the 75% calculation will be made.

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

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

The State will arrange for BCBSM to provide information on a quarterly basis on reimbursements under this system to the joint committee provided for in this agreement. In addition to the activities described below, the joint committee will expedite resolution of any problems reported by BCBSM, but nothing will preclude the joint committee from acting on a problem or complaint of an individual prior to receipt of the BCBSM report.

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

J. Substance Abuse Treatment:
The benefits provided by the Health Insurance Plan include the following:

1. Coverage will be provided for substance abuse treatment in licensed facilities for treatment plans not to exceed twenty eight (28) days duration. Treatment plans exceeding twenty eight (28) days will be limited to a maximum of 28 days coverage.

2. Employees will qualify for additional in-patient substance abuse treatment. However, expenses incurred from no more than two admissions per calendar year will be covered.

3. In-patient treatment and charges for room, board and miscellaneous fees will be covered under the basic provisions of the Health Plan as provided below:

   a. Residential Care Facility: 100% of reasonable and customary charges for the standard length treatment program offered by that facility.

   b. Acute Care Hospital Using Acute Care Beds: 67% of semi-private room and board charges and 100% of covered miscellaneous fees for the standard length treatment program offered by that facility. Covered charges for detoxification will be paid at 100% for semi-private room and board and miscellaneous fees.

   c. In the event that the patient's physician requires, as part of the treatment plan, that the patient enter an acute care hospital rather than a residential care facility, requests for payment of more than 67% shall be evaluated on a case by case basis.

4. Covered charges for the out patient care (by an approved provider) of diagnosis, evaluation and treatment of mental and nervous conditions, including drug and alcohol addiction, will be reimbursed under the Major Medical provisions of the health plan. The applicable deductibles and co-insurance will be applied to these charges with a calendar year maximum benefit of $3,500.00.

5. Mental Health/Substance Abuse PPO: Effective 10/1/96 members of the Bargaining Unit will be enrolled in the mental health/substance abuse PPO. If two plans are approved, the UTEA and the Employer will discuss which plan the UTEA members will join. If only one plan is approved, the UTEA members will participate in that plan.

   The current mental health/substance abuse PPO program design is continued during the term of the Agreement.

K. Effective October 1, 1990 the following benefits will be covered under the Group Basic and Major Medical Insurance Plan:

1) Medically necessary orthopedic inserts for shoes will be a covered benefit.

2) Employees meeting "morbid obesity" criteria will be covered by a $300 lifetime weight loss clinic attendance benefit covering those expenses not otherwise generally covered by the Health Plan. "Morbid obesity" is defined as more than 50% or 100 pounds over ideal body weight or 25% over ideal body weight with certain medical conditions (such as diabetes, heart disease, respiratory disease, etc.).

3) The storage cost for self-donated blood in preparation for scheduled surgery will be covered.

L. Subrogation. Effective October 1, 1999, the State health Plan will contain the following subrogation provision:

"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 rights and interests of the SHPA."

Section 3. Health Maintenance Organization (HMO)

As an alternative to the State-sponsored health insurance program, enrollment in an HMO shall be offered to those employees residing in areas where qualified licensed HMO's are in operation. The State shall pay the same dollar value contribution toward HMO membership as is paid to the State-sponsored health insurance program for both employee and employee/dependent coverage.

Section 4. Group Dental Expense Plan

A. Effective October 1, 1989, a dental "Point of Service PPO" will be implemented.

The parties are assured that employees and dependents enrolled in the State Dental Plan may avail themselves of improved benefit levels at no additional cost to the employee by utilizing dental care providers that are members of the PPO. It has been determined that participation in the PPO will generate savings to the employer and to the employees.

The benefit levels and co-pay levels for specific services are specified in the attached schedule. This point of service PPO plan shall be administered by Delta Dental or any comparable successor dental administrative services only contractor.

B. The Employer shall pay 95% of the applicable premium for employees enrolled in the Group Dental Expense Plan.

C. Permanent-intermittent employees shall be permitted to enroll in the Dental Plan on return from furlough provided they meet other eligibility requirements.

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

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

E. Covered Dental Expenses: The dental expense plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the dental expense plan up to a maximum of $l,000 for each covered person in each twelve (l2) month period beginning October l, l987 exclusive of orthodontics for which there is a separate $1,500 lifetime maximum benefit.

F. The following services will be paid at the 100% benefit level:

(l) Diagnostic Services:
Oral examinations and consultations twice in a calendar year.

(2) Preventive Services:
Prophylaxis -- teeth cleaning three times in a calendar year.
Topical application of fluoride for children up to age 19, twice in a calendar year; Space maintainers for children up to age 14.

G. The following services will be paid at the 90% benefit level:

(l) Radiographs:
Bite wing x-rays once in a calendar year, unless special need is shown.
Full mouth x-rays once in a five (5) year period, unless special need is shown;

(2) Restorative Services:
Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;
Gold inlay and outlay restorations.

(3) Oral Surgery:
Extractions, including those provided in conjunction with orthodontic services;
Cutting procedures;
Treatment of fractures and dislocations of the jaw.

(4) Endodontic Services:
Root canal therapy;
Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth;
Periapical services to treat the root of the tooth.

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

H. The following service will be paid at the 50% benefit level:

(l) Prosthodontics Services:
Repair of rebasing of an existing full or partial denture;
Initial installation of fixed bridgework;
Initial installation of partial or full removable dentures (including adjustments for 6 months following installation);
Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when 5 years or more have elapsed since the date of the initial installation).

I. The following service will be paid at the sixty percent (60%) benefit level:

Orthodontic Services:
Minor treatment for tooth guidance;
Minor treatment to control harmful habits;
Interceptive orthodontic treatment;
Comprehensive orthodontic treatment;
Treatment of an atypical or extended skeletal case;
Post-treatment stabilization;
Separate lifetime maximum of $l,500 per each enrollee.
Orthodontic services for dependents up to age l9; for enrolled employee, no maximum age; dependents up to age 25, if the dependent is a full-time student; no maximum age for enrolled spouse.

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

Sealants: Sealants will be covered for permanent Molars only which must be free of restoration or decay at the time of application. Sealants are payable only up to 14 years of age. Payments will be made on a per-tooth basis. No benefit is payable on the same tooth within three years of a previous application. The Dental Plan will pay 50% of the reasonable and customary amount of the sealant with the employee to pay the remainder. Under the dental point of service PPO, the Plan will pay 70% of the charge.

Section 5. Long-Term Disability

A. The Employer shall maintain the existing Group LTD insurance coverage.

B. An employee may elect to enroll in a group plan of income protection in case of total non-work related disability which guarantees income equal to two-thirds of the employee's current basic rate of pay (limited to a maximum payment of $3,000 per month). Payment begins after the use of the employee's accumulated sick leave, but in no event before the fourteenth day of disability. If the employee has fewer than 23 days of accumulated sick leave when first insured, the income guarantee applies for a maximum of two years (Plan I). If the accumulated sick leave is 23 days or more, the guarantee applies until age 65 is reached (Plan II).

Sick leave accumulations are reviewed biweekly. Plan I enrollees who then have more than 23 days of accumulated sick leave are reclassified to Plan II. If the employee has other employment connected or group sponsored income benefits or is receiving Social Security Disability payments, these are included as a part of the two-thirds (66 ⅔%) guaranteed income.

C. The Employer shall pay a percentage of premium cost. This percentage varies for individual employees according to applicable plan of insurance coverage.

D. There shall be a no waiting/qualifying period for a recurrence of the same disability within a ninety (90) calendar day period.

E. The Employer shall provide a rider to the existing LTD insurance program. All employees who are enrolled in the LTD insurance program shall automatically be covered by this rider. The rider shall provide insurance which will pay directly to the carrier 100% of health insurance (or HMO) premiums while such employee is receiving LTD insurance benefits for a maximum of six (6) months. The Employer shall pay one-half the cost of such rider and the enrolled employee shall pay one-half the cost of such rider. Effective October 1, 1988 the Employer shall pay the full cost of such rider.

F. All full-time employees, and all permanent intermittent and part-time employees who worked at least 832 hours during the previous fiscal year, are eligible to enroll in the Long-term Disability Insurance program.

Section 6. Insurance Premium While on Layoff

Employees laid off as a result of a reduction in force may elect to prepay the employee's share of premiums for health, dental, life and vision care insurance, for the two (2) additional pay periods after layoff by having such premiums deducted from their last paycheck. The Employer shall pay the Employer's share of premiums for health, dental and life insurance and the vision care plan, for two (2) pay periods for all employees who select this option. Coverage for health, dental, life and vision care insurance, shall continue uninterrupted for the two (2) pay periods referred to.

Election of this option shall be available only once for employees in a contract year. Permanent employees who do not utilize the entire two pay periods because of recall shall retain this option for full use once in a contract year. Election of this option shall not affect the eligibility of laid off employees to thereafter continue health and life insurance for the remaining thirty five (35) months subsequent to layoff by directly paying the entire premiums therefore in accordance with current practice. Laid off employees shall be eligible to continue vision and dental care insurance for the remaining seventeen (17) months subsequent to layoff by paying the entire premium. This option and the provisions of this Section shall not apply to Department of Mental Health employees who are eligible for severance pay by virtue of layoff due to de-institutionalization.

Section 7. Insurance Premium While on Leave of Absence

Employees who are granted a leave of absence may elect, at the time the leave begins, to continue enrollment in the group basic and Major Medical plan (or alternative plan) for eighteen (18) months, dental insurance for eighteen (18) months, vision care insurance for eighteen (18) months, and/or life insurance for up to twelve (12) months by paying the full amount (100%) of the premium.

Section 8. Vision Care Plan

A. The Employer will provide a Vision Care Plan paying one hundred (100%) of the applicable premium for employees and employee/dependent coverage enrolled in the Plan.

B. Benefits payable for participating providers under the Plan will be as follows:

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

(2) Lenses and Frames: Payable once in any twelve (12) month period if the employee's eyeglass prescription changes, with an employee co-payment of $7.50 for eyeglass lenses and frames and $7.50 for medically necessary contact lenses.

Effective October 1, 1989 the maximum acquisition cost limit for frames shall be increased from $14.75 to $25.00. The dispensing fee shall remain at $20.00 for a total reimbursement increase from $34.75 to $45.00.

(3) Contact Lenses not Medically Necessary: The Plan will pay a maximum of $40.00 and the employee shall pay any additional charge of the provider for such lenses. The co-payment provision under (2) is not required.

Effective October 1, 1989 the plan will pay a maximum of $75.00 and the employee shall pay any additional charge of the provider for such lenses.

Effective October 1, 1990 the plan will pay a maximum of $90.00 and the employee shall pay any additional charge of the provider for such lenses.

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.

C. Vision Care Plan. Plan payments for non-participating providers:

(l) 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. This benefit will be available once in a twelve month period.

(2) For Eyeglass Lenses: The Plan will pay the provider's charge or the amount set forth below, whichever is less.

(a) Regular Lenses:

Single Vision.....	$l3.00/Pair
Bifocal.....	$20.00/Pair
Trifocal.....	$24.00/Pair

(b) Contact Lenses:
Medically necessary as defined in Section B(3) above.....$96.00/Pair
Not medically necessary $35.00/Pair

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

(d) Additional Charges for Plastic Lenses:
Lenses.....$ 3.00/Pair Plus benefit provided above for covered lenses.

(e) Additional Charges for Tints Equal to Rose Tints:
.....$ 3.00/Pair

(f) Additional Charges for Prism Lenses:
.....$ 2.00/Pair When only one lens is required, the Plan will pay one-half of the applicable amount per pair shown above.

(3) For Eyeglass Frames: The Plan will pay the provider's charges or $l4.00, whichever is less.

Effective October 1, 1989, VDT/CRT operators who, while operating a VDT/CRT, require prescription corrective lenses which are different than those normally used, shall be eligible for reimbursement for lenses and frames on an annual basis at the rates provided herein. Such reimbursement shall be made by the departmental employer. The lenses and frames are in addition to those provided under the vision care insurance. In order to be eligible for this additional reimbursement, employees must utilize a VDT/CRT more than 50% of the time.

(4) The Vision Care Plan will pay for regular lenses up to 71mm as a covered benefit.

Section 9. Qualified 401(k) Tax-Sheltered Plan

Employees in this Bargaining Unit shall be eligible to participate in a qualified 401(k) tax-sheltered plan.

Section 10. Flexible Compensation Plan

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

Effective 10/1/89, employees in this Bargaining Unit will be offered participation in the State of Michigan dependent care and medical spending accounts authorized in accordance with Section 125 of the Internal Revenue Service code.

The parties shall jointly prepare an informational sheet on these programs which will be distributed to employees prior to October 1, 1989.

Section 11. Group Auto/Homeowners Insurance

The State agrees to extend the plan authorized for Non-exclusively Represented Employees to Unit Employees in the event it is successfully re-bid, but no sooner than October 1, 1987.

Section 12. Cobra

The parties acknowledge that the Consolidated Omnibus Budget Reconciliation Act of 1985 is applicable to the employees covered by the Collective Bargaining Agreement between the UTEA and the State of Michigan. Therefore, the parties agree that the provisions of the Act shall become applicable to employees and dependents in the Bargaining Unit effective October 1, 1987.

Section 13. Open Enrollment

Each insurance plan contained in this Agreement shall provide at least one (1) open enrollment period in each fiscal year commencing October 1, 1988.

Section 14. Flexible Benefits Plan

Effective October 1, 1993, employees in the Technical Bargaining Unit shall be offered the opportunity to enroll in a "Flexible Benefit Plan" as described in the Letter of Understanding titled "Flexible Benefits Plan" appended to this Agreement.

Section 15. Joint Health Care Committee

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

Identify and explore additional managed care initiatives and strategies to reduce or control health care costs and preserve or enhance quality and access to health care services, such as PPOs for radiology services and implementing "Centers of Excellence"; entertain and evaluate and, upon agreement, recommend adoption of, a proposal for an additional State Heath Plan Program Design Option for the flexible benefits program; such joint committee consideration may include benefit design, as well as sharing of premium costs and savings between the Unit's employees and the State.

Section 16. Group Insurance Premiums for Less Than Full-Time Employees.

A joint labor-management committee will meet to discuss group insurance premiums for employees working less than full-time. Any proposed agreement shall be subject to review and approval, rejection, or modification by the Civil Service Commission.

Article 27 - Miscellaneous Benefits and Expense Reimbursement

Section 1. Retirement Benefits

By virtue of state employment, Bargaining Unit employees are members of the State Employee's Retirement System, which the parties recognize is regulated entirely by statute. It is not the intent of the parties to alter retirement regulations or entitlements through this contract.

The Employer agrees to supply unit employees with a current copy of the information booklet published by the State which describes the retirement system, upon individual employee request.

Section 2. *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 UTEA upon request of the amount of money allocated by Department for such purpose and of any changes in such allocation.

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

Tuition reimbursement shall not be made unless the course pertains to the employee's current occupation. No employee shall receive reimbursement for more than one course in any one semester or term, except that employees in the Department of Transportation shall be reimbursed in accordance with provisions of DL-1650.03ER, dated 9/1/88.

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

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

Section 3. Travel and Moving Expense Reimbursement

Those employees covered by the State Standardized Travel Regulations, shall be reimbursed for travel expenses in accordance with the Standardized Travel Regulations and implementing rules which are in effect on the date(s) of travel.

A. In accordance with the October 1, 1985 Standard Travel Regulations issued by the Departments of Civil Service and Management and Budget, and the General Procedures of the Motor Transport Division, being Chapter 5, of the Department of Management and Budget Administrative Manual, dated 6/24/81, except as expressly altered by this Agreement, unit members shall be entitled to travel reimbursements as described below. Departmental exceptions previously granted to the standardized travel regulations shall be applicable, unless expressly altered in this Agreement. In those situations where the Employer has not secured the lodging for an employee, employees shall make a reasonable effort to secure lodging at the rates specified below. However, if an employee has not been able to secure lodging at the specified rate, such employee may request reimbursement for the actual amount. Departments shall not unreasonably deny such reimbursement requests nor shall departments unreasonably delay processing the reimbursement.

Department of Management and Budget, Vehicle and Travel Services
Schedule of Travel Rates for Classified Employees
Effective April 1, 1999

a. **Michigan Select Cities***

Meals and Lodging	
Lodging (Actual Supported by Receipts	$60.00 (Plus taxes)**
Breakfast	8.00
Lunch	8.00
Dinner	20.00

In-State all Other	**Maximum**
Meals and Lodging	
Lodging (Actual Supported by Receipts)	$60.00 (plus taxes)**
Breakfast	6.00
Lunch	7.25
Dinner	15.75
Per Diem System	
Per Diem	$71.00
Lodging	42.00
Breakfast	6.00
Lunch	7.25
Dinner	15.75
Group Meetings	
Lodging (Actual Supported by Receipts)	$60.00 (plus taxes)**
Breakfast	6.00
Lunch	10.25
Dinner	15.75

b. **Out-of-State Select Cities*****

Meals and Lodging	
Lodging (Actual Support by Receipt)	**Contact Spartan Travel for Confirmation Number
Breakfast	9.00
Lunch	9.50
Dinner	21.50

Out-of-State Rates All Other	**General**
Meals and Lodging	
Lodging (Actual Supported by Receipts)	**Contact Spartan Travel for Confirmation Number
Breakfast	$ 7.00
Lunch	8.75
Dinner	19.25

Per Diem System	
Per Diem	$77.00
Lodging	42.00
Breakfast	7.00
Lunch	8.75
Dinner	19.25

Meals On Trains	
Breakfast	Applicable Schedule for in-State or out-of-State
Dinner	

Sleeping Car Accommodations	Actual Costs
Tips and Incidental Costs per Day	2.00

c. **Mileage Rates - Private Car**

Approved Private Car Use	.31¢ per mile
Employee electing to drive private car in lieu of available State car	
Vehicle & Travel Services Mid-Sized Car Rate	.2575 ¢ per mile

*See Michigan select cities list,
**Lodging available nightly at $60, or use pre-approved hotel list by calling Spartan Travel at (517) 333-5880 or nationwide at (800) 968-2238,
***see Out-of-State select cities list.

✳ This rate will be adjusted on October 1 of each succeeding year of this Agreement beginning with October 1, 1987. The adjustment shall be based on the in lieu of rate as described immediately below. The reimbursement rate for approved private car use shall be 6 cents above the in lieu of rate.

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

B. Relocation expense reimbursement for eligible employees shall be as provided for in Appendix E.

C. Parking Charges While on State Business:
Any employee who must drive their personal vehicle to a State car-pool for the purpose of picking up a State car for official travel shall be reimbursed for the parking of their private vehicles if free parking is not available. Such expense is reimbursable as a regular item of travel expense provided a State vehicle is requisitioned and used on the same day or days. This item is for parking costs that are caused by travel status. There will be no reimbursement for normal everyday parking cost that the employee pays when he/she is not in travel status.

D. Relocation Expenses MDOT Employees:

MDOT employees who accept a promotion and relocate at least 25 miles closer to their official work station shall be eligible for relocation expense reimbursement in accordance with Appendix E of this Agreement.

E. Eligibility for Subsistence Allowance at Temporary Work Station in the Department of Transportation - Clarification of Distance Requirements:

1. "Subsistence" is defined as lodging and meals. Subsistence reimbursement is not authorized at a temporary work station (TWS) within 25 regulation miles of the employee's official work station (OWS).

2. Transportation's Modified Travel Regulations (Rev. 10/1/86), Schedule II Field Employees shall regain eligibility for travel subsistence expense reimbursement (first 60 day rate) when the cumulative distance from the employee's "new" temporary work station (TWS) to the employees "original" TWS is equal to or greater than 25 regulation miles.

3. In the event an employee regains eligibility for travel subsistence expense reimbursement (first 60 day rate) under paragraph #2, the employee's "new" TWS will be considered an "original" TWS for the purposes of eligibility for travel expense reimbursement under the first 60 day rate.

4. Any point (TWS) at which the employee is eligible for travel subsistence reimbursement (first 60 day rate) is an "original" TWS.

EXAMPLE: Employee's home and official work station is in Clare:

1. First TWS is 50 regulation miles from OWS. Eligible for travel subsistence reimbursement for the first 60 days at this TWS. This TWS in now an "original" TWS.

2. Employee's next TWS is 10 miles away from "original" TWS. Does not regain eligibility for travel subsistence reimbursement at this "new" TWS.

3. Employee's next "new" TWS is 10 miles away from previous TWS (and 20 miles away from "original" TWS). Does not regain eligibility for travel subsistence reimbursement.

4. Employee's next "new" TWS is 10 miles away from previous TWS (and 30 miles away from "original" TWS). Does regain eligibility for up to 60 days of travel subsistence reimbursement. This TWS is now an "original" TWS from which further moves will be measured for purposes of this policy.

Section 4. MDOT Civil Engineer and Technician Co-op Programs

The total number of persons hired and working under these programs at any one time may not exceed 450.

A. Employees participating in these programs shall be covered by the following provisions of this Agreement:

Article 1; Article 2 (except as Section 1 is modified in this Section); Articles 3, 4, and 5; Article 8, Section 4; Article 9 (with the same rights as other probationary employees); Articles 10 and 11; Articles 14 and 15; Article 17; Articles 19, 20, 21, 22, 23, 24, and 25; Article 27, Section 4; Articles 28 and 29; and all applicable Letters of Understanding, Agreements, or other documents which are part of or pertain to the Contractual Provisions listed herein.

B. Effective January 1, 1990, the Michigan Department of Transportation will pay a tuition stipend of $100 for the term or semester that an employee participating in the two year Technician Co-op program is taking classes on a full-time basis. The employee must be enrolled in a program accredited by the Department and maintain a grade point average of 2.0 to participate in the Technician Co-op program. These payments will be made at the conclusion of the school term or semester.

C. Upon employment in permanent positions within the Technical Unit with the Department of Transportation, participants in the Civil Engineer or Technician Co-op programs shall have their previous employment in the Co-op programs credited as continuous service hours under Article 12 of this Agreement.

D. These limited term positions shall not be filled at any work site where there are permanent Construction Aide or Construction Tech employees on involuntary layoff or involuntary reduction in hours until and unless such permanent employees have been offered recall.

E. No permanent Construction Aide or Construction Tech employee shall be involuntarily laid off at any work site where these limited term employees remain employed.

F. If permanent Construction Aide or Construction Tech employees are placed on involuntary hours reduction at any work site where these limited term employees are employed, such limited term employees shall participate fully and equally in such hours reduction.

G. Overtime at a project site shall be first offered to permanent employees before it is offered to limited term employees.

Article 28 - No Strike -- No Lockout

Section 1. Prohibition

During the term of this Agreement, neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.

During the term of this agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement, unless there is a violation of the no-strike prohibition.

Section 2. Affirmative Duty

The Association agrees to notify all association officers, stewards and representatives of their obligation and responsibility for maintaining compliance with this article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to affirmatively encourage employees violating Section 2 to return immediately to the full, faithful performance of duties.

Section 3. Disciplinary Actions

The Employer retains the right to discharge or otherwise discipline any, all, or particular groups of employees who violate Section 1, and any employee who fails to carry out his/her responsibilities under Section 2, and the Association will not resort to the grievance procedure on such employee's behalf, except as to questions of fact.

Section 4. Remedies

The Employer retains the right to pursue such remedies as are available to it under law.

Article 29 - Drug and Alcohol Testing

Section 1: Definitions

As used in this article:

(a) ***Alcohol test*** means a chemical or breath test administered for the purpose of determining the presence or absence of alcohol in a person's body.

(b) ***Drug*** means a controlled substance or a controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan public health code, Act No. 368 of the Public Acts of 1978, being sections 333.7201, et. seq., of the Michigan Complied Laws, as may be amended from time to time.

(c) ***Drug test*** means a chemical test administered for the purpose of determining the presence or absence of a drug or metabolites in a person's bodily fluids.

(d) **Random selection** basis means a mechanism for selecting test-designated employees for drug tests and alcohol tests that (1) results in a equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give the Employer discretion to waive the selection of any employee selected under the mechanism.

(e) ***Reasonable suspicion*** means a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used drugs or alcohol in violation of a departmental work rule or civil service rule or regulation. By way of example only, reasonable suspicion may be based upon any of the following:

(1) Observable phenomena, such as direct observation of drug or alcohol use or the physical symptoms or manifestations of being impaired by, or under the influence of, a drug or alcohol.

(2) A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a credible source.

(3) Evidence that an individual has tampered with a drug test or alcohol test during employment with the State of Michigan.

(4) Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs or alcohol while on duty, while on the Employer's premises, or while operating the Employer's vehicle, machinery, or equipment.

(f) ***Rehabilitation program*** means an established program to identify, assess, treat, and resolve employee drug or alcohol abuse.

(g) ***Test-designated employee*** means an employee who occupies a test-designated position.

(h) ***Test-designated position*** means any of the following:

(1) 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, and emergency vehicle, or dangerous equipment or machinery.

(2) A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.

(3) A position in which the incumbent, on a regular basis, provides direct health care service to persons in the care of custody of the state or one of its political subdivisions.

(4) A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.

(5) A position in which the incumbent has unsupervised access to controlled substances.

(6) A position in which the incumbent is responsible for handling or using hazardous or explosive materials.

(7) Another position agreed to in secondary negotiations.

Section 2. Prohibited Activities

An employee shall not do any of the following:

(A) Consume alcohol while on duty.

(B) Consume drugs while on duty, except pursuant to a lawful prescription issued to the employee.

(C) Report to duty or be on duty with a prohibited level of alcohol or drugs present in the employee's bodily fluids.

(D) Refuse to submit to a required drug test or alcohol test.

(E) Interfere with any testing procedure or tamper with any test sample.

Section 3. Testing Employees

The Employer may require an employee, as a condition of continued employment, to submit to a drug test or an alcohol test, as provided in this article.

(a) **Test Authorized**
(1) **Reasonable suspicion testing**. An employee shall be required to submit to a drug test or an alcohol test if there is reasonable suspicion that the employee has violated this article.

(2) **Pre-appointment testing**. An employee not occupying a test-designated position shall submit to a drug test if the employee is selected for a test-designated position.

(3) **Follow-up testing.** An employee shall submit to an unscheduled follow-up drug test or alcohol test 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 pre-appointment drug test, or was disciplined for violating this rule.

(4) **Random selection testing.** A test-designated employee shall submit to a drug test and an alcohol test if the employee has been selected for testing on a random selection basis.

(5) **Post-incident testing.** A test-designated employee shall submit to a drug test or an alcohol test if there is evidence that the test -designated employee may have caused or contributed to an on-duty accident or incident 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 altercation.
(d) The provision of direct health care services.
(e) The handling of dangerous or hazardous materials.

(b) **Limitations on certain tests**

(1) **Test selection**. An employee subject to testing under this rule may be required to submit only to a drug test, only to an alcohol test, or to both tests. However, pre-appointment testing shall be limited to drug testing.

(2) **Limitations on follow-up testing.** The Employer may require an employee who is subject to follow-up testing to submit to no more than six unscheduled drug or alcohol test within any twelve-month period.

(3) **Limitations on random selection testing**. The number of drug tests conducted in any one year on a random selection basis shall not exceed fifteen percent (15%) of the number of all test-designated positions. The number of alcohol tests conducted in any one year on a random selection basis shall not exceed fifteen percent (15%) of the number of all test-designated positions.

(4) **Limitations on reasonable suspicion testing**. Before an employee is subject to reasonable suspicion testing, a trained supervisor must document the basis for the reasonable suspicion. In addition, an employee shall not be subject to a reasonable suspicion test until the Employer-designated drug and alcohol testing coordinator (DATC), or the DATC's designee, has given express, individualized, approval to conduct the test.

Section 4. Drug and Alcohol Testing Protocols

(A) **Drug testing protocol.** The Employer will adopt the current "Mandatory Guidelines for Federal Workplace Drug Testing Programs", as amended, issued by the U.S. Department of Health and Human Services (the "HHS Drug Guidelines") as the protocol for drug testing under this article.

(B) **Alcohol testing protocol**. The Employer will adopt the alcohol testing provisions of the current "Procedures for Transportation Workplace Drug and Alcohol Testing Programs", as amended, issued by the U. S. Department of Transportation (the "DOT" Alcohol Guidelines") as the protocol for alcohol testing under this article.

(C) **Changes in protocol**. During the term of this agreement, the parties may agree to amend the protocols without the further approval of the Civil Service Commission to include any final changes to the HHS Drug Guidelines or the DOT Alcohol Guidelines that are published in the Federal Register and become effective. If the parties agree to adopt any such final changes, the parties shall notify the State Personnel Director in writing of the changes and their effective date. Any other change in the protocols requires the approval of the Civil Service Commission.

Section 5. Prohibited Levels of Drugs and Alcohol

(A) **Prohibited Levels of Drugs**. It is a violation of this article for an employee to test positive for any drug under the HHS Drug Guidelines at the time the employee reports to duty or while on duty. A positive test result shall constitute just cause for the Employer to discipline the donor.

(B) **Prohibited Levels of Alcohol**. It is a violation of this article for an employee to report to duty or to be on duty with a breath alcohol concentration equal to or greater than **0.02**. A confirmatory test result equal to or greater than **0.02** shall constitute just cause for the Employer to discipline the employee.

Section 6. Penalties

(A) The Employer may impose discipline, up to and including dismissal, for violation of this article. All discipline for violation of any provision of this article shall be subject to the provisions of Article 10 regarding discipline.

(B) An employee selected for a test-designated position shall not serve in the test-designated position until the employee has submitted to and passed a pre-appointment drug test. 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, promoted, reassigned, recalled, transferred, or otherwise placed in the test-designated position. The Department of Civil Service shall also remove the employee from all employment lists for test-designated positions and shall disqualify the employee from any test-designated position for a period of three years. In addition, if the employee interferes with a test procedure or tampers with a test sample, the employee may also be disciplined by the Employer as provided in subsection (a). An employee's qualification for appointment in the classified service is a prohibited subject of bargaining and any complaint regarding action by the Department of Civil Service shall be brought only in a Civil Service technical appeal proceeding.

Section 7. Self-Reporting

(A) **Reporting**. An employee who voluntarily discloses to the Employer a problem with controlled substances or alcohol shall not be disciplined for such disclosure if, and only if, the problem is disclosed before the occurrence of any of the following:

1. For reasonable suspicion testing, before the occurrence of an event that gives rise to reasonable suspicion that the employee has violated this rule.

2. For pre-appointment testing, follow-up testing, and random selection testing, before the employee is selected to submit to a drug test or alcohol test.

3. For post-incident testing, before the occurrence of any accident that result in post-accident testing.

2. **Employer Action**. After receiving notice, the Employer shall permit the employee an immediate leave of absence to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug test or alcohol test. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning work.

3. **Limitation**. An employee may take advantage of the provisions of Article 29, Section (7) no more often than two times while employed in the classified service. An employee making a report is not excused from any subsequent drug or alcohol test or from otherwise complying in full with this article. 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.

Section 8. Union Representation

If an employee is directed to submit to a reasonable suspicion drug or alcohol test, the employee may confer with an available UTEA representative in person (if available on site) or by telephone. However, such contact shall not unreasonably delay the testing process.

Section 9. Identification of Test-designated Positions

Each appointing authority shall first nominate classes of positions, subclasses of positions, or individual positions to be test-designated. The state employer shall review the nominations and shall designate as test-designated positions all the classes, subclasses, or individual positions that meet one or more of the requirements of section 1 (h) of this article. The designation by the state employer shall not be limited by or to the nominations or recommendations of the appointing authority. The appointing authority shall give written notice of designation to each test-designated employee and to the Association at least fourteen (14) days before implementing the test provisions of this rule.

The Association may file a grievance contesting the designation of a particular position. However, an employee occupying a position designated as a test-designated position who is given notice of the designation shall be subject to testing as provided in this article until a final and binding determination is made that the employee is not occupying a test-designated position.

Section 10. Coordination of Rule and Federal Regulations

The provisions of this article are also applicable to employees subject to mandatory Federal regulations governing drug or alcohol testing. However, in any circumstance in which (1) it is not possible to comply with both this rule and the Federal regulation or (2) compliance with this rule is an obstacle to the accomplishment and execution of any requirement of the Federal regulation, the employee shall be subject only to the provision of the Federal regulation.

6030706	Equipment Technician	12
6000501	Fingerprint Technician	7
6000502	Fingerprint Technician	8
6000503	Fingerprint Technician	E9
6010204	Fingerprint Technician	10
6000601	Fisheries Assistant	6
6000602	Fisheries Assistant	7
6000603	Fisheries Assistant	E8
6020802	Fisheries Technician	8
6020803	Fisheries Technician	9
6020804	Fisheries Technician	E10
6030805	Fisheries Technician	11
6030806	**Fisheries Technician	VI
6020902	Forest Technician	8
6020903	Forest Technician	9
6020904	Forest Technician	E10
6032905	Forest Technician	11
6021002	Geological Technician	8
6021003	Geological Technician	9
6021004	Geological Technician	E10
6031205	Geological Technician	11
6048503	Graphic Arts Designer	9
6048504	Graphic Arts Designer	10
6048505	Graphic Arts Designer	E11
6048506	Graphic Arts Designer	12
6148507	Graphic Arts Designer	13
6000701	Laboratory Assistant	6
6000702	Laboratory Assistant	7
6000703	Laboratory Assistant	E8
6010404	Laboratory Assistant	9
6010405	**Laboratory Assistant	V
3000501	Laboratory Glsw. Worker	4
3000502	Laboratory Glsw. Worker	E5
3011103	Laboratory Glsw. Worker	6
3011104	Laboratory Glsw. Cleaner	VI
6026002	Laboratory Technician	8
6026003	Laboratory Technician	9
6026004	Laboratory Technician	E10
6030905	Laboratory Technician	11
6030906	Laboratory Technician	12
6072007	***Media Production Spl	VIIB
6000803	Pharmacy Assistant	E8
6048703	Photographer	9
6048704	Photographer	10
6048705	Photographer	E11
6048706	Photographer	12
6000901	Photographic Services Assistant	6
6000902	Photographic Services Assistant	7
6000903	Photographic Services Assistant	E8
6010504	Photographic Services Assistant	9
6021202	Radio Communications Technician	8
6021203	Radio Communications Technician	9
6021204	Radio Communications Technician	E10

6031005	Radio Communications Technician	11
6031006	Radio Communications Technician	12
6021302	Respiratory Therapy Technician	8
6021303	Respiratory Therapy Technician	9
6021304	Respiratory Therapy Technician	E10
6021902	Surveying Technician	8
6021903	Surveying Technician	9
6021904	Surveying Technician	E10
6031905	Surveying Technician	11
6021502	Traffic Technician	8
6021503	Traffic Technician	9
6021504	Traffic Technician	E10
6031305	Traffic Technician	11
6031306	Traffic Technician	12
1189311	Trans Mtrls Insp Supv	11 RR
6021602	Water Quality Technician	8
6021603	Water Quality Technician	9
6021604	Water Quality Technician	E10
6021605	Water Quality Technician	11
6031606	Water Quality Technician	12
6021702	Wildlife Technician	8
6021703	Wildlife Technician	9
6021704	Wildlife Technician	E10
6031405	Wildlife Technician	11
6021802	X-Ray Technician	8
6021803	X-Ray Technician	9
6021804	X-Ray Technician	E10
6031505	X-Ray Technician	11
1989010	Archtctrl Draftsman	10RR
1988807	Engineering Drftmn	07RR
1988809	Engineering Drftmn	09RR
1989210	Property Tech	10RR
1988411	Traffic Tech	11RR
1989507	Trns Constr Aide	07RR
1989407	Trns Constr Insptr	07RR
1989409	Trns Constr Insptr	09RR
1989607	Trns Constr Tech	07RR

* Class Code and Title are Pre-Benchmark designations.

** Class Code and Title are Benchmark (Roman numeral) designations implemented approximately 1978. Some VI level positions may get converted to ECP-Group 1 level 12. Some positions with Benchmark numbers are red circled and will not convert to ECP numbers.

*** This Class level will be converted in ECP-Group 2 phase application for membership.

Appendix B

Application for Membership

3/00
Dues

Mr. ☐
Mrs. ☐
Ms. ☐

FILL OUT COMPLETELY & RETURN TO UTEA

Name-Last	First	Middle
Address	City	Zip
( ) Home Phone No.	( ) Work Phone No.	
Social Security No.	Job Title & Level	
Department		
Worksite Address		
Signature	Date	

UTEA OFFICE USE ONLY

Chapter No. Dept. No.

Application For Membership
UNITED TECHNICAL EMPLOYEES ASSOCIATION

3/00
Dues

UNITED TECHNICAL EMPLOYEES ASSOCIATION
Authorization for Payroll Deduction

MISU				EL	01

Social Security Number

On this date, _____, 20_____, I, the undersigned state employee, do hereby authorize the State of Michigan to deduct the sum of one and one half hours pay per pay period in advance each two-week period from any earned accrued wages due me (until revoked - by written notice) and to remit same to the United Technical Employees Association for payment of my Association dues. Consent is additionally hereby given to increase or decrease the specified named sum (one and one half hours pay per pay period) deduction each two-week period to that of any amount determined by the Association in accordance with the Constitution and By-Laws (as amended) of the United Technical Employees Association.

Signature of Employee _____

Name _____ Department _____
Please Print

Application for Membership

Appendix C

Representation Service Fee Form

4/88
Fee

FILL OUT COMPLETELY & RETURN TO UTEA

Mr. ☐
Mrs. ☐
Ms. ☐

Name-Last First Middle

Address City Zip

( ) ( )
Home Phone No. Work Phone No.

Social Security No. Dept.

Worksite Address

Job Title & Level

Signature Date

UTEA OFFICE USE ONLY

Chapter No. Dept. No.

Representation Service Fee
UNITED TECHNICAL EMPLOYEES ASSOCIATION

4/88
Fee

UNITED TECHNICAL EMPLOYEES ASSOCIATION
Authorization for Payroll Deduction

MISU				EL	02

Soc. Security Number

On this date, _____, 19____, I, the undersigned state employee, do hereby authorize the State of Michigan to deduct in advance each two-week pay period from any earned accrued wages due me a service charge as provided in the Collective Bargaining Agreement for the Technical Unit and to remit same to the United Technical Employees Association for payment of such fees. The amount deducted shall be remitted to UTEA. This authorization shall remain in effect unless terminated by me by written notice to UTEA and the Employer in accordance with the provisions of the Agreement.

Signature of Employee _____

Name_____ Department _____
Please Print

Appendix D
Departmental Layoff Units and Bumping Sequence

1. Departmental Layoff Units

In accordance with the provisions of Article 13 of this Agreement, the following represents the designated layoff units for Department/Agencies which employ members of this Unit unless altered through secondary negotiations.

A. Department of Transportation:
   - ❖ District, except for Lansing which will include the Secondary Complex and the Bureau of Aeronautics as one layoff unit.

B. Department of Natural Resources/Public Health:
   - ❖Statewide

C. Department of Agriculture:
   - ❖County

D. Departments of State Police/Management and Budget:
   - ❖County, except that Ingham and Eaton shall be one layoff unit.

E. Department of Mental Health:
   - ❖Agency

F. In the following Departments, layoff units shall be the geographical or organizational entity as defined in the employment preference plans on file with Civil Service unless altered through secondary negotiations.
   - ❖Department of Corrections
   - ❖Department of Commerce
   - ❖Department of Education
   - ❖Department of Labor
   - ❖MESC
   - ❖Department of Military Affairs
   - ❖Department of State

2. Bumping Procedure

Employees of this Unit, if exercising their option to bump, shall do so in the sequence provided herein unless altered through secondary negotiations.

A. Department of Transportation/Management and Budget:

(1) The employee shall have the right to first bump laterally within his/her current class/level in his/her layoff unit. If a lateral bump is unavailable within the layoff unit, the employee may bump laterally statewide.

(2) If a lateral bump as provided in A1 above is unavailable, the employee may bump at the next and successively lower levels within his/her current class series within his/her layoff unit if available. If not, the employee may bump at the next and successively lower levels statewide.

B. Departments of Natural Resources/Public Health/Mental Health:

(1) The employee shall have the right to first bump laterally in his/her current class/level within his/her layoff unit.

(2) If a lateral bump as provided in B1 above is unavailable, the employee may bump at the next and successively lower levels within his/her current class series in the layoff unit.

C. Departments of Agriculture/State Police:

(1) The employee shall have the right to first bump laterally in his/her current class/level within his/her layoff unit.

(2) If a lateral bump as provided in C1 above is unavailable, the employee shall have the option of bumping at the next and successively lower levels within his/her current class series within the layoff unit.

(3) If a bump, as provided in C2 above is unavailable the employee may bump at successively lower levels within his/her current class series statewide.

D. The bumping procedure for those Departments designated in Section 1(f) of this Appendix shall be in accordance with the employment preference plans on file with Civil Service unless altered through secondary negotiations.

3. The parties agree that an employee's bumping rights as provided in Section 2A-D above, shall only be exercised in the Bargaining Unit and only in those classifications to which the employee has served and attained Civil Service status.

Appendix E
Reassignment Expense Reimbursement for Eligible Employees

1. Persons Covered:

   All authorized full-time employees currently employed by the State of Michigan being reassigned under Article 16, who actually move their residence closer to the new work location as a direct result of the reassignment, and who agree to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this policy. New employees not presently (on the effective date of this Agreement) working for the State of Michigan shall not be entitled to benefits provided in this policy.

2. By Commercial Mover:

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

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

   B. 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.

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

3. 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 the 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, are the responsibility of the owner.

4. Storage of Household Goods:

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

5. Temporary Travel Expense:

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

6. To Secure Housing:

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

Letter of Understanding
Article 13 - Borland Arbitration Decision

In the course of the 1987 negotiations, the parties agreed to provide certain rights for those employees in limited term positions covered by the David Borland Arbitration Decision Number FMCS 87K/00191. For the purposes of this Letter only, such persons shall be referred to as "employees". Employees shall have all wages and benefits to which they are entitled under the Collective Bargaining Agreement. In addition, employees who accrue 1040 hours or more of continuous service after July 1, 1987 shall have the following rights.

1. Upon expiration of their appointment, employees shall have the right to place their names on recall lists for future permanent employment and shall have recall rights in accordance with Article 13. Upon recall, employees shall be considered as new hire for the purposes of relocation and travel expense reimbursement.

2. Upon expiration of their appointment, employees shall have the right to be recalled to a limited term position in seniority order in the district in which they were employed in the previous year if the Department intends to fill limited term positions. Upon recall, employees shall be covered by applicable Travel Regulations.

Office of the State Employer
George G. Matish/s/
Bea Goree/s/

Michigan Department of Transportation
John Lopez/s/

Date: October 19, 1987

United Technical Employees Association
Joseph Cohn/s/

Letter of Understanding
Article 16 - Transfers and Reassignments

During the course of the 1987 negotiations, the parties reached the following understanding regarding the implementation of Article 16 in the Department of Transportation only.

1. In considering applicants for transfer, the Department shall select the most senior qualified candidate in accordance with Article 16.

2. In considering reassignments, the Department shall select the least senior qualified candidate in accordance with Article 16.

3. "Qualified" shall be defined as: "Completion, in an approved manner, of all training required to perform the task or job, or performance of the requirements of the task or job, or performance of the task or job itself within the preceding twelve (12) month period."

4. For purposes of this Letter, qualification shall only be considered for individual employees at the lead worker level or above where there is no element system in place.

Office of the State Employer
George G. Matish/s/
Bea Goree/s/

Michigan Department of Transportation
John Lopez/s/

United Technical Employees Association
Joseph Cohn/s/

Date: October 19, 1987

Technical Unit Contract Addendum
Detroit House of Corrections Assumption Plan - Seniority

In recognition that House Bill 4392 provides the Michigan Legislature intent and authorization for the State assumption of the Detroit House of Corrections (DeHoco), and for the transfer of existing DeHoco employees to the Michigan Department of Corrections in accordance with a plan approved by the Michigan Department of Civil Service (the Assumption Plan), and in further recognition that the assumption Plan as proposed for adoption by the Michigan Civil Service Commission provides that City of Detroit continuous service of an assumed DeHoco employee shall be treated in accordance with the collective bargaining contract applicable to the position in which s/he is transferred, the parties hereby stipulate and agree that the Assumption Plan approved by the Civil Service Commission including the following provisions do and shall apply to DeHoco employees assumed into the Michigan Department of Corrections under the Assumption Plan.

1. Benefit Seniority/Bargaining Unit Seniority. Article 12, Section 1 and 2.

   (a) All continuous service earned with the City of Detroit prior to assumption into state classified service shall be treated for all purposes, except layoff and recall, as if such City of Detroit service had been earned with the state classified service.
   (b) For the purposes of layoff and recall only, Bargaining Unit seniority for comparative purposes shall only include City of Detroit continuous service hours when necessary to break a tie between employees in state classified service hours.
   (c) The Bargaining Unit seniority of a DeHoco employee assumed into the state classified service under the Assumption Plan shall be the date of appointment into the state classified service for all comparative purposes, once said employee leaves DeHoco through any means.

United Technical Employees Association
Joseph Cohn/s/

Office of the State Employer
George Matish/s/
Bea Goree/s/

Date: October 19, 1987

Letter of Understanding
Substance Abuse Treatment

The parties agree that, in the event the Civil Service Commission promulgates a rule dealing with screening for controlled substance abuse or use or in the event that the Legislature enacts legislation dealing with screening for controlled substance abuse or use, at the written request of either party they will negotiate over the implementation of any such rule or legislation.

Office of the State Employer
George G. Matish/s/
Bea Goree/s/

United Technical Employees Association
Joseph Cohn/s/

Date: October 19, 1987

Letter of Understanding
Payroll Deductions and Remittance for Michigan Educational Trust

The parties recognize that the State has offered state employees the opportunity for payroll deduction in conjunction with individual employee's participation in the Michigan Educational Trust (M.E.T.) Program. Members of the Bargaining Unit who are M.E.T. participants will be offered the opportunity to individually initiate enrollment in such state program.

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

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

United Technical Employees Association
Mert Brushaber/s/

Office of State Employer
James B. Spellicy/s/

MET

Letter of Understanding

Article 23, Section 8
State Police Fingerprint Techs-in-Service Training

During the course of the 1990 negotiations the parties reached the following understanding regarding the implementation of Article 23, Section 8 within the Department of State Police:

During calendar year 1991 Department of State Police employees classified in the Fingerprint Technician classification series will be provided with eight (8) hours of in service training regarding the AFIS computerized fingerprint system and related matters. Further training in subsequent years will be provided as necessary to maintain employees' job skills.

Office of the State Employer
William C. Whitbeck/s/
James R. Wilson/s/
Date: May 23, 1991

United Technical Employees Association
Joseph Cohn/s/
Date: April 4, 1991

Department of State Police
James Bolger/s/
Date: June 3, 1991

Letter of Understanding
United Technical Employees Association
Flexible Benefits Plan

During the 1995 negotiations between the State of Michigan and the United Technical Employees Association the parties agreed to continue the Flexible Benefits Plan.

The flexible Benefits Plan consists of the following programs and options which are available to Technical Bargaining Unit Members: (1) HMO, State Health Plan or Catastrophic Health Plan; (2) Preventive Dental coverage or Standard State Dental Plan or DMO; (3) Life Insurance at two times the employee's salary or Life Insurance at the lesser of one times the employees salary or $50,000; (4) State Vision Plan; (5) Dependent Life Insurance Coverage.

Changes in benefits selections made by employees may be made each year during the annual enrollment process or when there is a change in family status as defined by the IRS. Any incentives to be paid will be determined in conjunction with the annual rate setting process administered by the Department of Civil Service and the State Personnel Director. The amount of incentive to be paid to employees selecting the lower-level of life insurance coverage is based on the individual employee's annual salary and the rate per $1000 of coverage and therefore may differ from employee to employee.

United Technical Employees Association
Joseph Cohn/s/
Date: May 9, 1996

Office of the State Employer
Patricia J. Coe/s/
Date: May 8, 1996

Letter of Understanding
Short Term Worker I Classification

Within thirty calendar days following approval of this Agreement by the Civil Service Commission, the parties agree to meet to review the duties and responsibilities performed by employees in the Short Term Worker I Classification.

United Technical Employees Association
Joseph Cohn/s/
Date: May 25, 1994

Office of State Employer
James Wilson/s/
Date: June 2, 1994

Agreement Between the Michigan Department of Transportation and United Technical Employees Association

Regarding Work Element Training and Selection

Selection for Training:

There is some inconsistency between districts in the selection process. The Work Element Manual, page 2, states training in work elements will be based on seniority, availability of the work elements, and staffing requirements. It was agreed that:

1. Engineering supervision will select the most senior applicant for training in work elements which are available and which does not conflict with needed staffing.
2. If an applicant with seniority cannot be released when a needed work element becomes available, he or she will be assigned the next available opportunity for the training (Work Element Manual, pg 2).
3 Training opportunity will be balanced to include members in under utilized classes in accordance with principles of Civil Service and Michigan Equal Employment Opportunity Council Guidelines for Implementing Civil Service Rule 1.2b. Monitoring for consistency will be done by the central construction division staff.
4. Copies of the Work Element Manual will be distributed to all permanent and temporary technicians. If more manuals are needed, the responsible supervisor can obtain them by calling Lansing.

Processing Work Elements:

The Work Element Manual, page 3, states action will be taken by resident/project engineers within ten (10) work days of receiving a work element certification form. This time table has not always been met in actual practice. It was agreed that:

1. Except in emergency situations, engineering supervision will process the application within 15 work days of submission.
2. The manual states district panels will review applications at least quarterly. To this we would add that there must be no appreciable delay that would affect the applicants's eligibility for reallocation or promotion.
3. An application for work element certification must be submitted within one year of performance to guarantee recognition by the district panel (Work Element Manual, pg 3).
4. Most, but not all, district panels conduct the oral interview and documentation review on a one-on-one basis with a panel member. It is recommended that all panels do this as stated in the "Oral Interview Guidelines" memo dated October 8, 1979. It is also recommended that panel members be rotated to provide for distribution of this duty.
5. The district panel must transmit their action on all work elements processed to the applicants within 10 work days of the panel meeting.

Appeals Process:

Any applicant who feels there is a problem in their work element training or certification which cannot be resolved through normal channels may use the following appeals process:

1. The employee can submit the attached appeals form to the resident/project engineer with a statement concerning the problem within 10 work days of the event. If the appeal concerns a district panel decision it can be submitted directly to the district field engineer.

2. The resident /project engineer will review the appeal and attempt to resolve the problem within ten (10) work days of receipt. The results will be recorded on the form and forwarded to the district field engineer with a signed and dated copy returned to the employee.
3. If the problem remains unresolved at the project level, the district field engineer will review the appeal and make recommendations on the appeal form with copies returned to the resident /project engineer and the employee within ten (10) work days of receipt.
4. If the problem remains unsolved at the district level, the appeal will be forwarded to Lansing construction division for review and follow-up within 15 work days of receipt.
5. If the employee disagrees with this determination, a grievance may be filed at Step 3

Michigan Department of Transportation
Faustino Pumarajo,Jr./s/

United Technical Employees Association
Joseph Cohn/s/

Letter of Understanding
Department of Mental Health Attendance Policy

Letter of Understanding between the Michigan Department of Mental Health and the United Technical Employees Association.

It is mutually agreed that the Department of Mental Health (DMH) shall again use its Attendance Policy dated 3-19-79 and its Lost Time Policy dated 3-19-79 to regulate the attendance of DMH employees represented by the UTEA.

United Technical Employees Association
Joseph Cohn/s/
Date: May 13, 1991

Department of Mental Health
Richard Warner/s/
Date: May 8, 1991

Letter of Interpretation
Between the
United Technical Employees Association
and the
Department of State Police

During the course of discussions between the parties the following guidelines regarding the implementation of Article 17, Section 14, of the collective bargaining Agreement between the State of Michigan and the United Technical Employees Association was reached for employees classified as Fingerprint Technicians in the Department of State Police.

1. **Overtime Equalization Unit:**

   Bargaining Unit employees classified as Fingerprint Technicians and assigned to the Central records Division comprise one overtime equalization unit.

2. **Overtime Equalization**:

   In accordance with the Settlement Agreement for Grievance #MSP GT1-92/UTEA #119-91-MSP-2, all overtime hours will be equalized to the extent possible per Article 17, Section 14, of the Agreement existing between the State of Michigan and the United Technical Employees Association.

3. **Definitions**:

   A. **Overtime Worked** -- All overtime hours worked by employees shall be considered as overtime worked.

   B. **Overtime Refused** -- When an employee is offered the opportunity to work scheduled overtime and said employee refuses such opportunity, such employee shall be credited with the overtime hours refused or when an employee is offered the opportunity to perform functions which might result in overtime and said employee refuses such opportunity, such employee shall be credited with the overtime hours worked by another employee during the period of refusal.

   C. **Unqualified Overtime** --An employee who is not qualified to perform the function required during scheduled overtime or to perform functions which might result in overtime, shall not be offered the opportunity to work such overtime, and shall be credited with the overtime hours worked by another employee during such period of time. Employees deemed by the department to be unqualified shall have the right to grieve such determination.

4. **Overtime Recording**:

   A. Each category of overtime listed in number three (3) above shall be recorded * separately.

   B. All hours in each category shall be totaled at the end of each biweekly pay period so that each employee will know the total number of overtime hours with which they have been credited or charged, fiscal year to date, at the end of each biweekly pay period.

State Police OT/EQ

5. **Overtime Balancing**:

   A. All employees will have their overtime balanced in accordance with number two (2) above during the period commencing October 1 of each year and ending on September 30, of the following year.

   B. All employee will begin October 1, of each year with zero overtime hours.

   C. Grievances relating to the improper equalization of overtime shall be considered timely if filed within fifteen (15) days of the final posting of the year-end overtime roster.

6. **Entrance into Overtime Unit**:

   New employees entering the overtime equalization unit after October 1, of any year will be credited with the same number of total overtime hours (worked, plus refused, plus unqualified) as the employee with the highest total number of hours in this overtime equalization unit.

7. **Availability**:

No employee may be charged with refused and/or unqualified overtime for any day for which the employee is approved for leave, whether such approval is prospective or retroactive.

United Technical Employees Association
Joseph Cohn/s/
Date: September 7, 1993

Michigan State Police
Marcia Dalton/s/
Date: September 7, 1993

Letter of Understanding
Between
Department of Agriculture, OSE and UTEA
Flex Time Work Schedule

In accordance with Article 17 of the UTEA Collective Bargaining Agreement, the UTEA represented employees in the Laboratory division of the Department of Agriculture will be able to utilize a flextime work schedule in accordance with Laboratory Division policy LD-54 issued October 11, 1992.

United Technical Employees Association
Joseph Cohn/s/
Date: October 14, 1992

Department of Agriculture
Barbara Hensinger/s/
Date: October 20, 1992

Office of State Employer
William Whitbeck/s/
Date: October 27, 1992

Michigan Department of Agriculture
Laboratory Division
Administrative Manual

TITLE	EFFECTIVE DATE	PROCEDURE NO.
Flex Time System	10/11/92	LD-54

1 Goals: (In priority order)

1.1 Meet the division's operational needs by focusing on getting the job done and empowering the staff to perform their total job responsibilities.
1.2 To provide an innovative personnel practice that allows the laboratory staff flexibility to efficiently use the lab resources and meet variable work demands.
1.3 To meet the personal needs of staff.
1.4 To provide flexibility for both employee and management.
1.5 To conserve energy.

2 Scope:

This procedure applies to all full-time, permanent employees in the Scientific and Engineering and NERE groups. Other groups can petition to participate in this system but their union contracts require concurrence before participation.

3 Rationale:

The Management Team believes that laboratory employees are competent and are motivated to perform their jobs in a professional manner. Further, the MT believes they will adjust their schedules to meet work as well as personal needs. This is amply demonstrated in sections where the staff has voluntarily set their flextime schedules to meet the work demands. This procedure would allow greater flexibility for both staff and management to get the job done. It places the responsibility on staff to be self-disciplined and to adjust the time to get the job done.

4 Definitions:

4.1 Backup: A person able to perform the essential function of the job. They must have access to your files and information in order to answer inquires. Further, they must be able to perform the tests and other duties of the position.
4.2 FLSA: Fair Labor Standards Act.
4.3 Hours of operation: The current hours of operation are 7:00 am to 5:30 pm.
4.4 Immediate Operational Demands:
- 4.4.1 Minimum section coverage: From 8:00 am to 5:00 pm; pick up samples within one hour, answer phone, and answer sample status and other inquires. Have analyst available for emergency sample testing.
- 4.4.2 Analyze samples with short holding or turnaround times.
- 4.4.3 Attend required meetings and training.
- 4.4.4 Appear at meetings the employee promised to attend, i.e., task forces, committees, etc.

4.5 NERE: Non-exclusively represented employee.
4.6 Normal work schedule: "Normal" or default working hours are 8:00 am to 5:00 pm with 1 hour lunch period or 8:00 am to 4:30 pm with 1/2 hour lunch period.
4.7 Status: Satisfactorily completed the probationary period.
5.12 Employees may take a rest period of no more than 15 minutes during each 4 hours of work. Rest periods shall not be accumulated and, when not taken, shall not be counted as additional work credit.

6 Quality Control:

6.1 Coverage: Every analyst will identify another analyst as a backup. Then they will arrange their time off so it is not simultaneous with their backup or find another backup to provide coverage. Superiors may need to arrange for both administrative and technical backup.

6.2 Verification of time and attendance: Until a lab-wide attendance verification system is developed every section will devise a method to verify attendance such as recording time entering and leaving the building on their Employee Time and Attendance Report or on the building register or other such means.

7 Evaluation:

7.1 Problems associated with the application or enforcement of this policy will be brought to the attention of the section supervisor or the division director. The supervisor or director will investigate and take corrective action, as necessary. This action may include disciplinary action and the suspension of participation in this flextime system.

7.2 Each section will semi-annually review their performance in meeting the laboratory objectives for capacity, data quality, and turnaround time. The Management Team may suspend a section(s) participation in the flextime system if the section consistency does not meet their objectives.

7.3 Management Team will review this policy on an annual basis. It may be amended, extended or deleted.

Approved:
Tung-Kai Wu/s/
Director, Laboratory Division

Letter of Understanding Between the United Technical Employees Association and the Office of the State Employer and the Michigan Department of Transportation Travel Regulations and Expenses

During the course of negotiations in 1995 with regard to Travel Regulations and expenses, the parties agreed as follows:

1. **Coverage**:

   A. Those MDOT field employees who were promoted on or after October 1, 1988 whose expenses were changed to Schedule I coverage under the Standardized Travel Regulations, shall between January 1, 1996 and January 31, 1996, elect whether they will continue to be covered as Schedule I under the Standardized Travel Regulations, or be covered as Schedule II, under the MDOT Modified Travel Regulations.

   B. Those employees referenced above who elect to be covered as Schedule II under the MDOT Modified Travel Regulations will have their regular hourly rate of pay reduced by thirty (30¢) per hour, plus compounded increases resulting from such previous (30¢) increase.

   C. Those employees referenced above, who remain as Schedule I, covered under the Standardized Travel Regulations, shall continue to receive the thirty (30¢) cents per hour, plus the compounded increases.

   D. All other field employees covered by Schedule I, Standardized Travel Regulations as of December 31, 1995, will be converted to coverage under Schedule II, MDOT Modified Travel Regulations.

   E. If an employee is not on the payroll as of January 31,1996, the employee shall have 31 days from his/her return to active payroll status to exercise the election option. Such election must be made in writing and is irrevocable and permanent once made. If an employee fails to exercise the option to change, the employee will be considered to have elected to remain on Schedule I. The above changes shall become effective as of the beginning of the first pay period in February 1996.

II. **New Employees**:

   A. Employees hired into MDOT as Field Employees on or after January 1, 1996, will be Schedule II employees covered under the MDOT Modified Travel Regulations.

   B. All employees covered under the MDOT Modified Travel Regulations will be covered under these regulations as they existed on October 1, 1988, except for the exceptions listed in III below.

III. **Exceptions**:

   A. Any Field Employee within MDOT whose assignment changes from one Schedule II assignment to another Schedule II assignment shall be covered under the MDOT Modified Travel Regulations.

   B. Any Office Employee within MDOT whose assignment changes from a Schedule I assignment to a Schedule II assignment shall be covered under the MDOT Modified Travel Regulations. Travel Regulations and Expenses

C. Any Field Employee within MDOT whose assignment changes from a Schedule II assignment to a Schedule I assignment shall be covered under the State Standardized Travel Regulations.

D. Schedule II employees will not be paid for the first ten (10) miles (20 miles round trip) between their Official Work Station (OWS) and their initial daily work assignment.

E. Article 16, Section 4, B, of the Collective Bargaining Agreement existing between UTEA and the State of Michigan shall not apply to these employees covered under this Letter of Understanding.

IV. Duration:

This Letter of Understanding will remain in effect until December 31, 1996, and for the duration of the Agreement unless either party reopens negotiations as provided below. The Department of Transportation will provide the Union with information they have complied regarding the total payment of expenses to Schedule I and Schedule II employees covered under the UTEA Agreement for calendar 1995 by March 1, 1996. The Department of Transportation will provide the Union with information they have complied regarding the total payment of expenses to Schedule I and Schedule II employees covered under the UTEA Agreement for calendar 1996 by March 1, 1997.

Within thirty (30) days after this information is provided to the Union, either the Union or the Employer may re-open negotiations on this issue, including access to Impasse Panel resolution of any resulting impasse. If negotiations are re-opened by either party, such negotiations will commence within thirty days of notice and continue for no longer than an additional thirty (30) days.

United Technical Employees Association /s/ Office of the State Employer/s/

Department of Transportation/s/

Letter of Understanding
Between the
Michigan Department of Transportation
and the
United Technical Employees Association

RE: Short Term Inter-District Reassignments

As a result of discussions between MDOT and UTEA the parties have agreed that the following procedure shall apply to all short term, inter-district reassignments of MDOT Construction Division personnel covered under the Collective Bargaining Agreement existing between UTEA and the State of Michigan.

I. Short Term Inter-District Reassignments

1. Short term reassignments are hereby defined as the reassignment of an employee from his/her current work location to a different work location for a period of one construction season (April 1 - November 30).

2. In the event MDOT determines that short term reassignments are to be implemented, the following procedure will be used:

   a. MDOT will determine the work location(s) from which employees are to be reassigned.

   b. MDOT will determine the work location(s) to which employees are to be reassigned.

   c. MDOT will determine the number of employees, the classification(s), level(s), and the work elements required for an employee to be eligible for reassignment.

   d. MDOT will seek volunteers from among the eligible employees at the work location(s) which has/have been identified as over staffed.

   e. Eligible employees will be selected on the basis of seniority beginning with the most senior employee.

   f. In the event there are not enough volunteers, employees will be selected on the basis of inverse seniority beginning with the least senior eligible employee.

3. No employee covered by this agreement will be subject to more than one (1) short term, inter-district reassignment per construction season.

4. The length of the reassignment may be extended by mutual written agreement of MDOT and the individual employee.

5. Each reassigned employee will be entitled to expenses for full the duration of the reassignment.

6. Each employee will be returned to his/her previous work location at the end of the reassignment period.

7. The parties agree that the advance notification requirement contained in the Collective Bargaining Agreement shall not apply to the short term reassignments covered by this Letter of Understanding. However, MDOT agrees that it will give affected employees a minimum of five (5) calendar days notice.

8. All personnel transactions covered under this agreement will be documented before or immediately following the reassignment. Copies of all documents will be placed in the employee's personnel file.

9. Overtime will be handled in accordance with Article 17, Section 14, and the accompanying Letter of Understanding. Individuals will be equalized in the overtime equalization unit in which they spent the majority of their time in a calendar year.

United Technical Employees Association
Joseph Cohn/s/
Date: June 6, 1994

Michigan Department of Transportation
Wayne E. Roe/s/
Date: June 15, 1994

Office of the State Employer
Sharon J. Rothwell/s/
June 20, 1994

Voluntary Work Schedule Adjustment Program
Office of the State Employer and
United Technical Employees Association

Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the Program by submitting a completed standard Voluntary Work Schedule Adjustment Agreement form to his or her supervisor, a facsimile of which is attached and incorporated as part of this Agreement. Bargaining Unit employees shall continue to have the right, by not submitting a standard agreement form, to not participate in either Plan.

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, based upon whether such participation would adversely impact upon the Department's operations and/or budget.

Once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

Plan A **Biweekly Scheduled Hours Reduction**

A.1 Eligibility
Only full-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan A.

A.2 Definition
With the approval of the supervisor and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the Agreement. The employee may enroll for a minimum of one (1) pay period, but not to extend beyond September 20, 1996. The standard hours per pay period for the employee to receive the benefits of paragraphs A.3 and A.4 below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. Time off on Plan A will be counted against an employee's twelve work week leave entitlement under the federal Family Medical Leave Act, if such time off is for qualifying purpose under the Act.

A.3 Insurances
All State-sponsored group insurance programs, including long term disability insurance, in which the employee is enrolled shall continue without change in coverages, benefits or premiums.

A.4 Leave Accruals and Service Credit
Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the Agreement. State service credit shall remain at eighty (80) hours per pay period for the purposes of longevity compensation, pay step increases, employment preferences, holiday pay and hours until rating. Employees shall incur no break in service due to participating in Plan A.

Plan C **Leave of Absence**

C.1 Eligibility

Full-time and part-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan C. Permanent-intermittent employees are not eligible to participate.

C.2 Definition

With the approval of the supervisor and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months, not to extend beyond September 20, 1996. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will count against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act.

C.3 Insurances

All state-sponsored group insurance programs in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, with the exception of long term disability (LTD) insurance, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence.

LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

C.4 Leave Accruals

Accumulated annual leave, personal leave, and sick leave balance will automatically be frozen for the duration of the leave of absence. The employee will not accrue leave credits during the leave of absence.

C.5 Service Credit

An employee shall incur no break in service due to participating in Plan C. However, no state service credit will be granted for any purpose.

This Letter Has Been Extended Through September 30, 2000.

United Technical Employees Association
Joseph Cohn/s/

Office of the State Employer
Janine M. Winters/s/
Date: September 1, 1995

James R. Wilson/s/

Voluntary Work Schedule Adjustment

Letter of Understanding
Between the
Michigan Department of Transportation
and the
United Technical Employees Association
and
The Office of the State Employer

TO: All Michigan Department of Transportation Employees Covered by the Collective Bargaining Agreement Existing Between the United Technical Employees Association and the State of Michigan

From: United Technical Employees Association and Michigan Department of Transportation

RE: Flexible Work Assignment for Technicians

For more than two years the United Technical Employees Association (UTEA) and the Michigan Department of Transportation (MDOT) have worked together toward reaching an Agreement which will enable Technicians to perform Technical duties in a variety of classifications, thereby opening up new career paths for Technicians and providing MDOT with flexibility in assigning duties to Technicians. As a result of much effort and cooperation between UTEA and MDOT, a Letter of Understanding has been signed and will now be implemented. A copy of this letter is enclosed. It is being sent to every Technician in MDOT and will also be disseminated to management personnel within the department. Also included is an explanation of the major provision of the Letter. This communication is being sent jointly by UTEA and MDOT to illustrate that both parties have agreed upon understanding regarding the provisions contained in the Letter and how they are to be applied. If any Technician has a questions regarding these issues, they are to contact UTEA. If any management personnel has a question, they are to contact the MDOT Office of Human Resources.

Joseph Cohn/s/
United Technical Employees Association

C. Thomas Maki/s/
Michigan Department of Transportation

Gregory L. Swanson/s/
United Technical Employees Association

James Farrell/s/
Michigan Department of Transportation/s/

Letter of Understanding
Between the
Michigan Department of Transportation
and the
United Technical Employees Association
and
The Office of the State Employer

The parties have discussed and agreed that give the changes in the work environment, it is imperative that technicians perform a variety of technicians duties. The following Letter of Understanding is being enter into by the parties to provide for flexibility in assigning duties to technicians. This agreement is not designed to alter, amend or modify in any way, the Collective Bargaining Agreement existing between the United Technical Employees Association and the State of Michigan.

RE: Flexible Work Assignment for Technicians

Definition

Technician Classifications	The following are classifications covered by this agreement: Drafting, Construction, Traffic, Engineering and Survey Technicians.
Employee	Anyone hired into a permanent or temporary position in one of the above referenced classifications in the MDOT after the effective date of this agreement.
Existing Employee	Anyone occupying a permanent position in the above listed classifications in the MDOT prior to the effective date of this agreement.

Implementation of New Employees

1. All new employees covered by this agreement will be hired into the department under one of the aforementioned technicians classifications.
2. New employees may be assigned to perform duties outside their classification to any of the technician classifications listed above. Such assignments can be made within a worksite.
3. Such assignments will be made by the employer as needed to meet the department's work load priorities and will be done in a manner that provides employees with an equal opportunity to perform them.
4. Such assignments will not be considered "working out of class" when performed for the training purposes or at the same or lower level.

Implementation of Existing Employees

1. Except in emergency situations existing employees will be given the opportunity to volunteer based on seniority to perform duties outside of their classification under any of the technician classifications listed above.

2. The department will seek volunteers of existing employees within thirty (30) days after the effective date of this agreement. Thereafter, those existing employees who did not participate will be given the opportunity to volunteer during the month of March 1999. And every April thereafter that this agreement is in effect.

3. No existing employee will be required to perform duties outside of their classification.

4. Such assignments will not be considered "working out of class" when performed for training purposes or at the same or lower level.

5. During the period between November 15 and April 15, for the purpose of this agreement, MDOT shall be able to assign existing employees to Winter Assignments in the same manner and under the same conditions that such assignments were made prior to the implementation of this Letter of Understanding.

Travel Status
Employees travel status (Schedule I/II) will be established by the classifications of their primary position and the applicable Travel Regulations.

Overtime
Overtime will continue to be offered, scheduled and assigned in accordance with the provisions of Article 17, Section 14(B) of the Collective Bargaining Agreement, existing between the United Technical Employees Association and the State of Michigan.

Assignments/Reassignment/Transfers
Employees shall continue to be assigned, reassigned and transferred solely in accordance with the provisions of Article 16 of the Collective Bargaining Agreement, existing between the United Technical Employees Association and the State of Michigan.

Duration
The parties agree to the term of this Letter of Understanding until December 31, 1999. The parties agree that ninety (90) days before the end of this agreement to meet and discuss how this letter of understanding is working, discuss possible changes, and to determine if they wish to continue with this agreement. However, notification should be provided to the other party in writing with forty five (45) days prior to the termination of this agreement.

Bargaining Changes in United Technical Employees Association - State of Michigan Collective Bargaining Agreement.
If as a result of collective bargaining, any new language is adopted that impacts this letter of understanding the parties agree to meet and bargain over the impact of such language on this agreement, within thirty (30) days of ratification of the Collective Bargaining Agreement.

Michigan Department of Transportation
by: *James D. Farrell* Date: 8/19/98

United Technical Employees Association
by: *Joseph Cohn* Date: 8/20/98

Office of the State Employer
by: *James Wilson* Date: 9/8/98
by: *Janine M. Winters* Date: 9/8/98
(Signed Letter on file at the United Technical Employees Association Office)

Explanation of the Major Provisions of the Flexible Work Assignment Letter of Understanding

1. Technician Classifications Covered:

    1. Drafting
    2. Construction
    3. Traffic
    4. Engineering
    5. Survey

2. New Employee - Anyone hired into a permanent or temporary position with the Michigan Department of Transportation in any of the above cited classes after the effective date of this agreement. These employees will be classified and appointed according to their primary duties.

3. Existing Employee - Anyone occupying a permanent position in the Michigan Department of Transportation in one of the above cited classes prior to the effective date of this Agreement.

4. New Employee Assignments

    1. Michigan Department of Transportation will be allowed to assign new employee duties in any of the above listed classifications.

    2. Assignment of such duties outside of the employees primary classification may only be done within the work site to which the employee is assigned. A work site is a field office, TSC or district office.

    3. All employees at a work site within the covered classification will be give an equal opportunity to perform duties outside of their primary classification.
    4. Such assignments are not working out of class.

5. Existing Employee Assignments

    1. No existing employee will be required to perform work outside of their classification.

    2. All existing employees will be given the opportunity to volunteer for assignments outside their classification.

    3. Assignment of those who volunteer will be made on a rotating basis, based on seniority, with the most senior being assigned first.

    4. Existing employees will have 30 days from the effective date of this Agreement to volunteer.

    5. In March of 1999 and every April thereafter that this Agreement is in effect, existing employees will be able to volunteer to participate or to remove themselves from the volunteer list.

6. Michigan Department of Transportation will continue to be able to assign existing employees to Winter Assignments between November 15 and April 15, in the same way as they have in the past.

7. Assignments made under the provisions of the agreement will be made at the same or lower level and will not be considered working out of class.

6. Travel Status - An employee's primary class will determine wether the employee is in Schedule I or Schedule II travel status regardless of the travel status of the temporary assignment.

7. Collective Bargaining Provisions - this letter in no way alters, amends or nullifies any provisions of the Collective Bargaining Agreement existing between the UTEA and the State of Michigan.

Letter of Understanding
Between the
Michigan Department of Transportation
and the
United Technical Employees Association

RE: Overtime Equalization for Limited-Term Construction Technicians

A question has arisen regarding which overtime equalization unit limited term Construction Technicians should be assigned to; in accordance with Article 17, Section 14, B of the Contract. The undersigned agree to the following language in order to clarify the interpretation and application of the Contract in this matter.

1. Effective January 1, 1997, Limited Term Construction Technicians will be assigned to and equalized within overtime equalization unit 1 (d), which is defined as "All Construction Aides 6 - E7 at a work site".

2. Limited Term Construction Technicians shall continue to be balanced in the overtime unit in which they are currently being balanced, through December 31, 1996.

UTEA: *Joseph Cohn* /s/ Date: November 7, 1996

MDOT: *Mike Gailey* /s/ Date: November 6, 1996

OSE: *Janine M Winters* /s/ Date: November 22, 1996

Letter of Understanding
Between the
Michigan Department of Natural Resources
and the
United Technical Employees Association
and the
Office of the State Employer

RE: Alternative Work Schedule, DNR

The parties cited above have agreed to established an Alternative Work Schedule for employees represented by UTEA who are employed as Technicians in the Michigan Department of Natural Resources.

The elements of the agreement are as follows:

1. This agreement shall be in full force and effect commencing the second pay period in December 1995 and shall remain in full force and effect unless altered through negotiations between the parties,

2. Any employee working under an alternative work schedule in accordance with the provisions of this agreement may return to their previous schedule wit a minimum two (2) weeks notice.

3. Employees working an alternative work schedule under this agreement shall be scheduled to work four (4) ten (10) hour days within a work week; or four (4) nine (9) hour days plus one (1) four (4) hour day within a work week as agreed to between the employee and his/her supervisor.

4. An employee who works more than their scheduled hours in a work day or forty (40) hours in a work week shall receive overtime in accordance with the provisions of the Agreement existing between UTEA and the State of Michigan.

5. An employee utilizing sick leave or annual leave in full day increments shall use such leave in their scheduled nine (9) or ten (10) hour increments, except under the following circumstances, in which event employees will revert back to their normal eight (8) hour five (5) day work week.

   a. any week in which a holiday falls
   b. Scheduled vacations
   c. Any week in which an employee is on approved leave of absence

6. No employee may be required to work an alternative work schedule.

7. A request by an employee to implement an alternative work schedule as described above may be approved or denied by the Department. Such request shall not be denied in an arbitrary, capricious or discriminatory manner.

Keith Donally/s/
for the Michigan Department of
Natural Resources

Date: January 16, 1996

Joseph Cohn /s/
For the United Technical
Employees Association

Date: December 21, 1995

Janine M. Winters /s/
For the Office of the State Employer

Date: January 17, 1996

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Smoke-Ending Programs	Art 24, Sec 11	079
Standardized Travel Regulations	Art 27, Sec 3	101
State Health Plan	Art 26, Sec 2	088
Stewards, Chief, Defined	Art 08, Sec 2	019
Stewards, Chief, Work Sites Less Than 7 Employees	Art 08, Sec 2	019
Stewards, Employee Access During Work Time	Art 08, Sec 4	021
Stewards, Ratio to Employees	Art 08, Sec 2	019
Storage Costs For Self-Donated Blood	Art 26, Sec 2K3	093
Storage Space For Personal Property	Art 23, Sec 12	067
Subcontracting, Criteria	Art 03, Sec 3	009
Subcontracting, Grievances	Art 03, Sec 3	009
Subcontracting, Notice	Art 03, Sec 3	009
Super Seniority, In General	Art 13, Sec 4C1b	037
Supplemental Employment	Art 23, Sec 17	068
Suspension, Criminal Charges Pending	Art 10, Sec 4B	030
Telephone Directory Listing	Art 05, Sec 6	015
Telephone Use For Union Business	Art 05, Sec 4	014
Temporary Appointment Vacancy Exceed 30 Days	Art 24, Sec 7B	073
Temporary Layoffs, Criteria For Use	Art 13, Sec 6	040
Temporary Layoffs, Employer Option	Art 13, Sec 6	040
Temporary Layoffs, Implementation	Art 13, Sec 6	040
Temporary or Other Recall	Art 13, Sec 8	043
Time Off Without Pay, UTEA Business	Art 07, Sec 2	017
Tools and Equipment	Art 23, Sec 13	067
Transfer, Sick Leave Goes Along With Employee	Art 25, Sec 1G	081
Transfers, Annual Transfer Lists	Art 16, Sec 3	0050
Transfers, Moving Expenses Not Payable	Art 27, Sec 3	101
Transfers, Travel Expenses Not Payable	Art 27, Sec 3	101
Travel Expense Reimbursement	Art 27, Sec 3	101
Tuition Reimbursement	Art 27, Sec 2	100
UTEA Access To Documents	Art 05, Sec 8	015
UTEA Bargaining Committee	Art 08, Sec 1	019
UTEA Business	Art 07	017
UTEA Business, Annual Leave Buyback	Art 07, Sec 4	018
UTEA Business, LOA Without Pay	Art 18, Sec 7	059
UTEA Business, Time Off Without Pay	Art 07, Sec 2	017
UTEA Computer Reports Provided To	Art 04, Sec 6	012
UTEA Labor Management Mtg w/State Employer	Art 15, Sec 5	049
UTEA Leave, President	Art 08, Sec 5	021
UTEA Materials At Work Site	Art 05, Sec 4	014
UTEA Meetings On State Premises	Art 05, Sec 5	014
UTEA Officers, Names	Art 07, Sec 3	017
UTEA Presentation To New Employees	Art 23, Sec 16	068
UTEA Prior Notice Of Impending Layoffs	Art 13, Sec 1B3	036
UTEA Provided With Barg Unit Seniority Lists	Art 12, Sec 3B	034
UTEA Provided With Barg Unit Information	Art 04, Sec 6	012
UTEA Provided With Benefit Seniority Lists	Art 12, Sec 3A	034
UTEA Provided With Layoff/Recall Information	Art 13, Sec 9	043
UTEA Provided With Recall Lists	Art 13, Sec 7E	042
UTEA Provides Deduction Forms	Art 04, Sec 8	013
UTEA Representation in Labor-Mtg Meetings	Art 15, Sec 2	048
UTEA Representation of Affirm Action Committee	Art 23, Sec 2	064
UTEA Representatives, Access To	Art 08, Sec 4	021

UTEA Representatives, Release By Supervisors	Art 08, Sec 3	021
UTEA Rights	Art 05	013
UTEA Rights, Bulletin Boards	Art 05, Sec 1	013
UTEA Rights, ID Mail Services	Art 05, Sec 2	014
UTEA Rights, Information Packet	Art 05, Sec 3	014
UTEA Rights, Materials At Work Site	Art 05, Sec 4	014
UTEA Rights, Telephone Directory Listing	Art 05, Sec 6	015
UTEA Security, Compliance Procedure	Art 04, Sec 2	010
UTEA Security, Membership	Art 04, Sec 1A	009
UTEA Security, Service Fee	Art 04, Sec 1B	010
UTEA Staff, Access To Premises	Art 05, Sec 7	015
UTEA Affirmative Duties During Strike	Art 28, Sec 2	105
UTEA Members Provided With Retirement Booklet	Art 27, Sec 1	100
UTEA Reps. Pay Status, Labor/Management Meetings	Art 15, Sec 4	048
Uniforms/Special Clothing	Art 14, Sec 12	047
Use of Sick Leave	Art 25, Sec 1B	080
VDT/CRT Operators, Prescription Lenses	Art 26, Sec 8C3	099
Vacancies, Filling By Reassignment	Art 16, Sec 5B	051
Vacancies, Filling By Transfer	Art 16, Sec 5A	050
Vacancies, Procedure For Filling	Art 16, Sec 5A	050
Vacancy, Defined Under Assignment/ Transfer	Art 16, Sec 1A	049
Vacation Request Scheduling	Art 25, Sec 2G2	084
Vision Care Plan	Art 26, Sec 8	097
Vision Plan, Maximum Sized Regular Lenses	Art 26, Sec 8C4	099
Vision Testing Exam, Only Once in 12 Months	Art 26, Sec 8C1	098
Voluntary Layoff	Art 13, Sec 2	036
Voluntary Polygraph Results May Not Be Used	Art 23, Sec 5	065
Waived Rights LOA	Art 18, Sec 8	060
Whistle-Blower Protections	Art 23, Sec 2	064
Work Days, Defined	Art 17, Sec 2	051
Work Location, Defined Under Assign/ Transfer	Art 16, Sec 1F	049
Work Rules, Limitation On Grievability	Art 23, Sec 6	065
Work Rules, Management Right	Art 23, Sec 6	065
Work Rules, Required Notice To UTEA	Art 23, Sec 6	065
Work Schedules, Altered To Avoid Overtime	Art 17, Sec 4	052
Work Schedules, Changes In/Required Notice	Art 17, Sec 4	052
Work Schedules, Defined	Art 17, Sec 4	052
Work Shift, Changes In	Art 17, Sec 4	052
Work Shift, Defined	Art 17, Sec 3	051
Work Site, Defined Under Assign/ Transfer	Art 16, Sec 1G	049
Work Site, Defined For Steward Purposes	Art 08, Sec 2	019
Workers Compensation Payments	Art 14, Sec 3	044
Working Out Of Class	Art 24, Sec 7	073
Working Out Of Class Grievance Limitations	Art 24, Sec 7F	074
Working Out Of Class, Limitations	Art 24, Sec 7E	074
Written Reprimand/Counseling Memo Retained 12 Mos	Art 19, Sec 5	062
Zipper Clause	Art 06, Sec 3	016

1999 Calendar

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