

Labor Agreement

Between



**Michigan Public Employees,
SEIU Local 517-M**

Scientific and Engineering bargaining unit

AND



The State of Michigan

Effective:

**January 1, 2008
through
December 31, 2010**

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Article 1
PREAMBLE

- 1
2
3
4 A. This Agreement, entered into this October 19th, 2007 by and between the Office of
5 the State Employer on behalf of the State of Michigan and its principal Departments
6 and Agencies covered by this Agreement (hereinafter referred to as "Management,"
7 or "Employer") and the Michigan Public Employees, SEIU Local 517M, Scientific
8 And Engineering Unit (hereinafter referred to as "SEIU" or "Union"), shall be effective
9 January 1, 2008 when it has been ratified by the Union, and approved by the Civil
10 Service Commission. [Approved by the Civil Service Commission on December 19,
11 2007.
12
13 B. All non-economic provisions contained in this Agreement will be effective according
14 to their terms upon approval by the Civil Service Commission. Economic provisions
15 of this Agreement shall become effective on the date specified in the particular
16 Article. No provisions of this Agreement shall apply retroactively unless so specified
17 in the particular Article.
18
19 C. As used throughout this agreement, the term "day" shall mean the days of the week,
20 Monday through Friday, exclusive of paid holidays.
21

Article 2
PURPOSE AND INTENT

- 22
23
24
25 A. It is the purpose of this Agreement to express the negotiated agreements of the
26 parties with respect to the wages, hours and terms and conditions of employment of
27 the unit employees covered by this Agreement; to recognize the continuing
28 responsibility of the State to provide efficient and uninterrupted services and
29 satisfactory employee conduct to the public, and to provide an orderly, prompt,
30 peaceful, and equitable procedure for the resolution of differences between
31 employees and the Employer.
32
33 B. The parties recognize that they are subject to the rules, regulations, and
34 compensation plan of the Michigan Civil Service Commission. The parties therefore
35 adopt and incorporate herein such rules (excluding rules governing prohibited
36 subjects of bargaining), regulations and compensation plan in effect on the date that
37 this Agreement is approved by the Civil Service Commission, provided that the
38 subject matter of such rules, regulations, and compensation plan is not covered in
39 this Agreement. Upon approval by the Civil Service Commission, the provisions of
40 this Agreement shall automatically modify or supersede: (1) conflicting rules,
41 regulations and interpretive letters of the Civil Service Commission and the state
42 personnel director pertaining to wages, hours, and terms and conditions of
43 employment (but excluding Civil Service rules and regulations governing prohibited
44 subjects of bargaining) and (2) conflicting rules, regulations, practices, policies and
45 agreements of or within Departments/Agencies pertaining to terms and conditions of
46 employment.

- 1 C. If, during its terms, the parties hereto should mutually agree to modify, amend or
2 alter the provisions of this Agreement, in any respect, any such changes shall be
3 effective only if reduced to writing and executed by the authorized representatives of
4 the Office of the State Employer and the Union, and approval by the Civil Service
5 Commission.
6
- 7 D. No individual unit employee or group of unit employees, acting without the specific
8 authorization of the Union, may alter, amend or modify any provisions hereof. No
9 individual Department or Agency of State Government, or group of such
10 Departments or Agencies, acting without the specific authorization of the State
11 Employer, may alter, amend, or otherwise modify any provision of this Agreement.
12
- 13 E. The Employer agrees that, in accordance with the Civil Service Rules and
14 Regulations, terms and conditions of employment which are mandatory topics of
15 bargaining which are in effect on the effective date of this Agreement will continue in
16 effect throughout the life of this Agreement under the conditions upon which they
17 were previously granted, unless otherwise provided for or abridged by this
18 Agreement, or unless altered by mutual agreement between the Office of the State
19 Employer and the Union through negotiations, and approved by the Civil Service
20 Commission.
21
- 22 F. This Agreement, including its supplements and exhibits attached hereto (if any)
23 concludes all negotiations between the parties during the term hereof, and satisfies
24 the obligation of the Employer to bargain during the term of this Agreement. The
25 Union and the Employer acknowledge and agree that the bargaining process, under
26 which this Agreement has been negotiated, is the exclusive process for affecting
27 terms and conditions of employment at both primary and secondary levels, and such
28 terms and conditions shall not be addressed under the conference procedure of the
29 Civil Service Rules and Regulations. The parties acknowledge that, during the
30 negotiations which preceded this Agreement, each had the unlimited right and
31 opportunity to make demands and proposals with respect to any negotiable subject
32 or matter, and that the understandings and agreements arrived at by the parties after
33 the exercise of that right and opportunity are set forth in this Agreement. This
34 Agreement, including its supplements and exhibits attached hereto, concludes all
35 collective bargaining between the parties hereto, and supersedes all prior
36 Agreements, and practices, oral and written, expressed or implied, and expresses all
37 obligations and restrictions imposed upon each of the respective parties during its
38 term, provided that Article 2, Section E, shall not be impaired. All negotiable terms
39 and conditions of employment not covered by this Agreement shall not be impaired.
40 Nothing shall preclude the parties from meeting during the life of this Agreement and
41 negotiating any mandatory topic of bargaining or other mutually agreeable subject.
42
- 43 G. If any provision of this Agreement or application thereof is found to be unlawful by a
44 court of competent jurisdiction or by the Michigan Civil Service Commission, then
45 that provision shall be null and void, but all other provisions shall remain in full force

1 and effect. The parties agree in these cases to meet and negotiate those provisions
2 which have been declared null and void.
3

4 **Article 3**
5 **RECOGNITION**
6

7 The State recognizes the Union as the exclusive representative of the Scientific and
8 Engineering Bargaining Unit. This agreement covers all employees in the Unit currently
9 consisting of the classifications contained in Appendix A. All supervisory, confidential,
10 or managerial employees, and employees assigned to other Bargaining Units, are
11 specifically excluded from the Scientific and Engineering Unit.
12

- 13 A. The Union agrees to fully and fairly represent all unit employees included in the
14 Bargaining Unit without regard to membership or non-membership in, or the
15 participation or nonparticipation in the activities of, the Union.
16
- 17 B. Nothing in this Agreement shall preclude the Union from representing new
18 classifications which may be established and included in the Scientific and
19 Engineering Bargaining Unit by the state personnel director. Nothing contained
20 herein shall operate to preclude a challenge to the continued inclusion of existing
21 classifications when a change in job assignments occurs.
22
- 23 C. Nothing in this Agreement shall preclude the parties from agreeing to add to or
24 otherwise amend Appendix A.

25 **Article 4**
26 **DUES DEDUCTION AND SERVICE FEE**
27

- 28 A. For the duration of this Agreement, the provisions of this Article shall be deemed
29 valid to the extent permitted by the Michigan Civil Service Rules and Regulations.
30
- 31 B. Dues Deduction. Upon receipt of a unit employee's completed and signed
32 Authorization for Payroll Deductions of Membership Dues form as provided by the
33 Union and subject to the provisions of paragraph C (1) below, the Employer will
34 deduct those dues required as a condition of maintaining membership in the Union
35 in good standing.
36
- 37 C. The authorization shall be effective only as to membership dues becoming due after
38 the delivery date of such authorization to the Employer. New authorization cards
39 must be submitted by the 9th day of any pay period for deduction to be made the
40 following pay period.
41
- 42 1. Deduction will be made only when the unit employee is due sufficient biweekly
43 earnings to cover the dues amount after deductions for Federal Social Security
44 (FICA); individually authorized deferred compensation; Federal Income Tax;

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

- 5 2. Membership dues shall be uniform in amount, and shall be as certified in writing
6 by the Union's Executive Vice President to the Employer.
7

8 D. No unit employee shall be required as a condition of continued employment with the
9 State to join the Union.
10

11 E. Service Fee Deduction. Any unit employee who voluntarily terminates his/her
12 membership in the Union, or a unit employee who has not submitted a valid dues
13 deduction authorization form, or who does not produce proof of Union membership
14 shall, within sixty (60) days of the effective date of this Agreement or effective date
15 of membership termination, as a condition of continuing employment, tender to the
16 Union a Service Fee amount as described below, but not to exceed regular biweekly
17 dues uniformly assessed against all members of the Union.
18

- 19 1. The Service Fee shall be the uniform membership dues reduced by any fees,
20 charges, and/or assessments involving contributions for any political purposes
21 whatsoever; and shall represent only the unit employee 's proportionate share of
22 the Union's costs germane to collective bargaining, contract administration,
23 grievance administration, and any other cost necessarily or reasonably incurred
24 for the purpose of performing the duties of an exclusive representative of the
25 employee in dealing with the employer on labor-management issues.
26

- 27 2. The Service Fee obligation shall be fulfilled by the unit employee signing, dating,
28 and submitting to the Employer an Authorization for Service Fee Payroll
29 Deduction form as supplied by the Union.
30

- 31 3. The payment of a service fee to the Union as a condition of continuing
32 employment shall not take effect until the Union notifies the Employer of the
33 amount of the Service Fee to be deducted.
34

35 F. Compliance Procedure. The Employer shall automatically deduct from an
36 employee's pay check and tender to the Union a Service Fee as provided in Section
37 E after the following:
38

- 39 1. After thirty (30) days from date of the employee's hire, the Union has first notified
40 the Employer in writing that the employee is subject to the provisions of this
41 Section and has elected not to become or remain a member of the Union in good
42 standing and/or to tender the required service fee.
43

- 44 2. Within ten (10) days from the date the Union so notifies the Employer, the
45 Employer shall:
46

- 1 a. Notify the employee of the provisions of this Agreement;
- 2 b. Obtain the employee's response; and
- 3 c. Notify the Union of the employee's response.

4 3. In the event the employee fails to become a member of the Union in good
5 standing, renew membership or sign the "Authorization for Deduction of Service
6 Fee" card after the above, the Union may request automatic deduction by
7 notifying the Employer, with a copy to the employee, certified mail, return receipt
8 requested.

9
10 4. Upon receipt of such written notice, the Employer shall, within five (5) days, notify
11 the employee, with a copy to the Union, that beginning the next pay period it will
12 commence deduction of the Service Fee and tender same to the Union.

13
14 G. Revocation. Nothing in this Article shall prohibit a unit employee from terminating
15 any dues deduction authorization at any time. Such revocation shall not serve to
16 waive the unit employee's obligation to the Union as specified in paragraph E of this
17 Article.

18
19 H. Objection to Amount of Service Fee. A Service Fee payer shall have the right to
20 object to the amount of the Service Fee and to obtain a reduction of the Service Fee
21 to exclude all expenses not germane to collective bargaining, contract
22 administration, and grievance administration, or otherwise necessarily or reasonably
23 incurred for the purpose of performing the duties of an exclusive representative of
24 the employees in dealing with the employer on labor-management issues.

25
26 The Union shall give every Service Fee payer financial information sufficient to
27 determine how the Service Fee was calculated. A Service Fee payer may challenge
28 the amount of the Service Fee by filing a written objection with the Union within 30
29 calendar days. The Union shall consolidate all objections and shall initiate
30 arbitration under the "Rules for Impartial Determination of Union Fees" of the
31 American Arbitration Association. The Union shall place in escrow any portion of the
32 objector's Service Fee that is reasonably in dispute.

33
34 I. Remittance and Accounting. Dues and Service Fees deducted for any biweekly pay
35 period shall be remitted to the Executive Vice President of the Union, with a list of
36 the names of unit employees for whom the deduction has been made. Upon written
37 request, the Employer shall provide the Union a list of those unit employees who
38 have active dues deduction authorizations on file.

39
40 J. The Employer agrees to furnish a biweekly transaction report to the Union in
41 electronic form, listing employees in this Unit who are hired, rehired, reinstated,
42 transferred into or out of the Bargaining Unit, transferred between agencies and/or
43 departments, promoted, reclassified, downgraded, placed on leaves of absence of
44 any type including disability, placed on layoff, recalled from layoff, separated
45 (including retirement), added to or deleted from the Bargaining Unit, or who have

1 made any changes in Union deductions. This report shall include the employee's
2 name, identification number, employee status code (appointment type), job code
3 description (class/level), personnel action and reason, effective start and end dates,
4 and process level (department/agency).
5

6 K. The Employer will provide a biweekly demographic report to the Union in electronic
7 form, containing the following information for each employee in the Bargaining Unit:
8 the employee's name, identification number, street address, city, state, zip code, job
9 code, sex, race, birth date, hire date, process level (department/agency), TKU, union
10 deduction code, deduction amount, employee status code (appointment type),
11 position code (position type), leave of absence/layoff effective date, continuous
12 service hours, county code, worksite code, unit code and hourly rate.
13

14 The parties agree that this provision is subject to any prohibition imposed upon the
15 Employer by courts of competent jurisdiction.
16

17 L. Requests for information not provided in sections J and K above shall be made by
18 the Union to the Office of the State Employer. The Union will pay the full cost of all
19 reports provided by the State pursuant to this Agreement.
20

21 M. Except as required by the Civil Service Rules and Regulations, the Employer agrees
22 and shall cause its designated agents not to illegally aid, promote, or finance any
23 other labor or employee organization which purports to represent members of this
24 Bargaining Unit, or make any agreements which undermine the Union with any such
25 group or organization. Nothing contained herein shall be construed to prevent any
26 representative of the Employer from meeting with any professional or citizen
27 organization for the purpose of hearing its views, except that as to matters presented
28 by such organizations which are mandatory subjects of negotiations, any changes or
29 modifications shall be made only after negotiations with the Union.
30

31 N. During negotiations the parties acknowledged that federal and Constitutional law
32 requirements regarding union security provisions are unsettled. The parties
33 understand and agree that the provisions set forth in Article 4 shall only be applied in
34 accordance with applicable law.
35

36 O. Student Assistants who possess a Bachelors Degree and are performing Bargaining
37 Unit work will be assigned to the Scientific and Engineering Bargaining Unit. They
38 will be covered by all Articles of this Agreement except Articles 11, 12, 13, 15A, 18,
39 20, 21, 22, 23, 24, 25 and 28.
40

Article 5
SECONDARY BARGAINING AND WORK RULES

1
2
3
4 **A. Secondary Bargaining.**

- 5 1. There will be no Secondary Negotiations, as defined by the Civil Service Rules
6 and Regulations, on any issue unless specifically so delegated by the express
7 written terms of this Agreement.
8
9 2. In the event any Secondary Negotiations are authorized by the parties any
10 resulting agreements will take effect only upon ratifications by the Union, and
11 approval by the State Employer and the Civil Service Commission.
12
13 3. Administrative leave for Secondary Negotiations shall be discussed at the
14 departmental level. Under no circumstances shall a department which is not a
15 party to the Secondary Negotiations be required to grant administrative leave to a
16 unit employee representing the Union in Secondary Negotiations.
17
18 4. Secondary Negotiations Timetable. The parties shall meet to negotiate
19 secondary agreements after Civil Service Commission approval of this
20 Agreement. These negotiations shall continue, with regular meetings as mutually
21 agreed, for no longer than ninety (90) calendar days after Civil Service approval
22 of this agreement and may include mediation as agreed to by the parties or
23 required by the Civil Service Rules and Regulations. Should the parties fail to
24 agree on items properly referred to Secondary Negotiations, the outstanding
25 items may be submitted to Impasse in accordance with Civil Service Rules and
26 Regulations.
27
28 5. Continuation of Current Agreements. Secondary Agreements in effect on the
29 effective date of this Agreement shall remain in effect if approved by the Civil
30 Service Commission.
31
32 6. Department of Transportation.
33 The parties agree that the issue of MDOT lunch periods and schedule II
34 employees shall be a proper subject for secondary negotiations.
35

36 **B. Secondary Agreements.**

- 37 1. Department of Community Health – Shift Assignments. [See Appendix D]
38
39 2. Department of State Police.
40
41 a. Controlled Substance Testing. The legislature provided in Section 21 of Act
42 No. 216 of the Public Acts of 1986 that:
43
44 “The Department of State Police shall develop a plan for a controlled
45 substance testing program for all present and future department employees.

1 The plan shall include guidelines which the department would follow if the
2 department implemented such a program."
3

4 Accordingly, the Union and the Department of State Police agreed to bargain
5 in Secondary Negotiations over the identity of safety sensitive positions that
6 would be subject to the Department's controlled substance testing program. In
7 recognition of that Agreement, the normal work day for the unit employees in
8 the State Police Forensic laboratories includes a one half (1/2) hour paid
9 lunch upon Civil Service Commission ratification of the Secondary
10 Agreement. The Secondary agreement reached by the Parties has
11 subsequently been replaced by Article 35, Drug and Alcohol Testing.
12

13 3. Health and Safety Agreements.

- 14
- 15 a. Department of Agriculture [See Appendix C] Department of Agriculture
16 [See Appendix C]
 - 17
 - 18 b. Department of Natural Resources [See Appendix C]
 - 19
 - 20 c. Department of Community Health/Community Public Health Agency [See
21 Appendix C]
 - 22
 - 23 d. Department of State Police [See Appendix C]
 - 24
 - 25 e. Department of Environmental Quality [See Appendix C]
 - 26

27 C. Work Rules.

28 Management reserves the right to establish and enforce work rules it deems
29 necessary based on reasonable business necessity.
30

- 31 1. Any work rule which is inconsistent with the specific written terms of this
32 Agreement shall be null and void.
- 33
- 34 2. The Appointing Authority will provide copies of written work rules to the Union as
35 soon as practicable.
- 36
- 37 a. The Union shall be provided a copy of the proposed work rule ten (10) days
38 prior to its intended implementation date.
- 39
- 40 b. The Union shall be entitled to offer any comments or suggested modification it
41 desires to the rule prior to its implementation.
- 42
- 43 c. Provisions of paragraphs 1 and 2 of this Section shall not be applicable during
44 periods of emergency, provided, however, that the Union shall be advised by
45 the Employer of the reason for the emergency.
46

- 1 3. Nothing in this Agreement shall operate to preclude any operating unit of the
2 Employer from establishing work rules, provided the provisions of this Article
3 have been observed.
4
- 5 4. Unit employees are required to comply with all work rules.
6
- 7 5. Management reserves the right to amend or alter any work rule, and agrees that
8 prior to implementation of any such amendments, it will implement the provisions
9 of paragraph C.2. above.
10

11 **D. Violence in the Workplace.**

- 12 1. The parties agree that violence in the work place is an issue of mutual concern.
13 Therefore the parties agree that the Employer may, after notice to the employee
14 and the Union, require the employee to undergo a psychiatric or psychological
15 evaluation when there is a reasonable basis, based on objective and verifiable
16 evidence, that the employee poses a threat to others in the work place or to
17 citizens with whom the employee works.
18
- 19 2. In the event that any witness(s) statement is utilized to establish such objective
20 and verifiable evidence, the identity of the witness(s) shall be kept confidential
21 throughout any ensuing investigation. If the investigation culminates in a
22 disciplinary action, the identity of the witness(s) shall be revealed.
23
- 24 3. The psychiatrist or psychologist administering the evaluation will be chosen by
25 the Appointing Authority. The evaluation shall address the issues of whether the
26 employee poses a threat to others in the work place and/or steps the Employer
27 should take to minimize or eliminate such threats. All costs of the psychiatric or
28 psychological evaluation shall be paid by the Employer. Only the findings or
29 recommendations regarding whether the employee poses a threat to others in
30 the work place or steps the Employer should take to minimize or eliminate such
31 threats, shall be provided to the Employer and the employee. The Union shall be
32 informed if the employee executes a written consent for release of medical
33 information to the Union.
34
- 35 4. In the event that discipline is imposed, reference to such evaluation may be
36 made in the record of disciplinary action placed in the employee's personnel file.
37 In no event shall the findings be placed in the employee's personnel file. The
38 Employer shall not release or make public the findings unless the employee files
39 a grievance protesting the disciplinary action. In that event, the findings or
40 recommendations may be introduced by the Employer in support of the
41 disciplinary action. Findings and recommendations shall be retained in
42 accordance with Article 7, Section M.
43
44
45
46

Article 6
LABOR-MANAGEMENT CONFERENCES

- 1
- 2
- 3
- 4 A. The parties agree that meetings may be desirable for the purpose of discussing
- 5 problems which may arise out of the operation of this Agreement and other issues of
- 6 concern to either party.
- 7
- 8 B. These meetings will not be used to circumvent the grievance procedure.
- 9
- 10 C. Either party may request that a conference be scheduled. Such meetings shall be
- 11 conducted at mutually agreed times and places.
- 12
- 13 D. Administrative leave for unit employees to attend such conferences will be provided
- 14 only for that number of unit employees mutually agreed upon between the Employer
- 15 and the Union.
- 16
- 17 E. Subject to the provisions of Article 2, Section C, any understandings or agreements
- 18 arising out of any conference provided under this Article shall be reduced to writing.
- 19
- 20 F. In the event the Union identifies concerns over any specific incident(s) of conduct in
- 21 the workplace by management, supervisory staff, and/or bargaining unit employees,
- 22 which are not otherwise addressed through agency work rules, Civil Service Rules
- 23 and Regulations, or this Agreement, the Union may request a meeting with the
- 24 Office of the State Employer to review and attempt to resolve the concerns.

Article 7
DISCIPLINARY PROCEDURE AND PERSONNEL FILES

- 25
- 26
- 27
- 28 A. The Employer reserves the right to reprimand in writing, suspend, discharge or take
- 29 other appropriate disciplinary/corrective action against a unit employee for just
- 30 cause.
- 31
- 32 B. Allegations or other assertions of unacceptable unit employee conduct, by
- 33 supervisors or members of the public or other unit employees, are not charges, but
- 34 constitute a basis for investigation by the Employer.
- 35
- 36 C. The Employer is solely responsible for conducting investigations into wrong-doing of
- 37 unit employees, and that such investigation is management's sole prerogative. The
- 38 parties agree that disciplinary action must be supported by timely and accurate
- 39 investigation. For purposes of this Article, investigation to determine whether
- 40 disciplinary action should be taken is timely when commenced within twenty (20)
- 41 days following the date on which the Employer had reasonable basis to believe that
- 42 such investigation should be undertaken. Scheduling the investigative interview(s)
- 43 with a unit employee may take place any time during an investigation.
- 44

- 1 D. A unit employee is required to give prompt and accurate answers, to the extent
2 possible, to any and all questions related to the issue under investigation put to
3 him/her by the Employer.
4
- 5 E. A unit employee shall have the right to a Union representative only as provided in
6 subsections 1 and 2 below. There shall be no other exceptions to this rule. It shall
7 not be the policy of the Employer to take disciplinary action in the course of an
8 investigation unless, in the Employer's judgment, an emergency suspension or
9 removal from the premises is warranted.
10
- 11 1. At any disciplinary conference as provided in this Article, the unit employee shall
12 be entitled to a designated Union representative.
13
- 14 2. In any investigatory interview with a unit employee who is the subject of an
15 investigation, the unit employee shall have the right to a designated Union
16 representative.
17
- 18 F. The parties recognize that supervisors periodically review work performance with
19 unit employees. Such discussions are not investigations and are the prerogative and
20 responsibility of the Employer. A unit employee shall not have the right to a
21 designated Union representative during such performance review.
22
- 23 G. Whenever a unit employee is to be disciplined in accordance with the provisions of
24 this Article, a disciplinary conference shall be scheduled, and the unit employee shall
25 be notified in writing of the claimed violation and the possibility that a disciplinary
26 penalty may be imposed.
27
- 28 H. At any disciplinary conference at which the unit employee is entitled to Union
29 representation, the representative must be notified and requested by the unit
30 employee. The representative shall be a Union staff employee or designee.
31 Scheduling of a disciplinary conference shall not be unnecessarily delayed due to
32 the right of representation.
33
- 34 1. The unit employee shall be informed of the nature of the charges against him/her
35 and the reasons that disciplinary action is intended or contemplated. Except in
36 accordance with Sections H.3- and I of this Article, a unit employee shall be
37 promptly scheduled for a disciplinary conference. The unit employee shall have
38 the right to make a written response to the results of the disciplinary conference
39 which shall become a part of the unit employee's personnel file.
40
- 41 2. The unit employee shall be given and shall sign for a copy of the written notice of
42 charges and disciplinary action. The notice shall advise the unit employee of the
43 right of appeal. The unit employee's signature indicates only that the unit
44 employee has received a copy and is aware of the contents of the notice, but
45 shall not indicate the unit employee's agreement with the contents. Notice shall
46 be served personally on the unit employee, or sent to the unit employee by

1 certified mail, return receipt requested. If the unit employee has received and
2 signed for a written letter of reprimand, no notice is required.
3

4 3. In the case of a unit employee dismissed for unauthorized absence, or who is
5 physically unavailable (except for an approved leave of absence), a disciplinary
6 conference need not be held; however, notice of disciplinary action shall be given
7 as provided in paragraph H.2 above.
8

9 I. Nothing in this Article shall prohibit the Employer from imposing an emergency
10 disciplinary suspension and/or removal of a unit employee from the premises for
11 investigation or in cases where, in the judgment of the Employer, such action is
12 warranted. As soon as practicable thereafter, investigation and the disciplinary
13 conference procedures described herein shall be undertaken and completed. The
14 Employer may suspend an employee for investigation. The suspension shall be
15 superseded by disciplinary suspension, dismissal, or reinstatement within fourteen
16 (14) calendar days. If the investigation is not completed at the end of fourteen (14)
17 days, the suspension shall be extended with pay until the investigation and
18 disciplinary conference procedures are completed. Should a subsequent disciplinary
19 suspension result, the days of suspension for investigation may be included as part
20 of the penalty.
21

22 J. A unit employee may be immediately suspended for any conduct whether on or off
23 the job which results in one or more of the following: a) An indictment by a grand
24 jury, or b) Prosecution on any charge punishable by one year or more imprisonment,
25 or c) Prosecution on any charge, regardless of the punishment, that relates to theft,
26 dishonesty or the performance of the unit employee's official duties.
27

28 1. A unit employee shall not be suspended upon issuance of a bench warrant for
29 failure to obey an order of a court.
30

31 2. A unit employee who has been tried and convicted on the original or a reduced
32 charge and whose conviction is not reversed, may be disciplined or dismissed
33 from the classified service without the necessity of further charges being brought.
34

35 3. The record from any trial or hearing may be introduced by the Employer in any
36 grievance proceeding, including arbitration.
37

38 4. A unit employee whose indictment is quashed or dismissed, or who is acquitted
39 following trial, shall be reinstated in good standing, and made whole if previously
40 suspended in connection therewith, unless disciplinary charges, if not previously
41 brought, are filed within three (3) days of receipt of official notice by the
42 Appointing Authority of the results of the case, and appropriate action in
43 accordance with this Agreement is taken against such unit employee.
44

1 5. Nothing provided herein shall prevent the Employer from disciplining a unit
2 employee for just cause at any time irrespective of criminal or civil actions taken
3 against a unit employee or irrespective of their outcome.
4

5 6. Nothing herein shall prevent an employee from grieving the reasonableness of a
6 suspension under this subsection, where the employee contends that the charge
7 does not arise out of the job or is not related to the job.
8

9 K. Dismissal shall be effective on the date of the notice. A unit employee who is
10 dismissed shall not accrue any further leave or benefits subsequent to the date of
11 the notice.
12

13 L. Where a decision is made to permit a unit employee to resign in lieu of dismissal, the
14 parties agree that the resignation and all matters related thereto shall not be subject
15 to the grievance procedure.
16

17 M. There shall be only one official personnel file maintained on each unit employee.
18 Under no circumstances will a unit employee's medical file be contained in the
19 official personnel file; however, records of personnel actions based upon medical
20 information may be kept in the personnel file.
21

22 N. A unit employee shall be entitled to attach a written response to any written record of
23 discipline or any written counseling record which is to be placed in the permanent
24 personnel file, provided such attachment is provided to the Appointing Authority
25 within ten (10) days of the date of the written disciplinary/counseling record.
26

27 O. Upon a unit employee's written request, records of disciplinary actions issued
28 subsequent to the execution of this Agreement shall be removed from the official
29 personnel file twenty-four (24) months following the date on which the action was
30 taken, provided that no new disciplinary action has occurred during such twenty-four
31 (24) month period. Written reprimands and formal counseling memoranda/records
32 shall similarly be removed twelve (12) months following the date of issuance
33 provided no new written reprimands and/or counseling memoranda/records have
34 been issued during such twelve (12) month period.
35

36 For purposes of computing time for expunging records under this Section only, time
37 spent on an unpaid leave of absence shall not be counted.
38

39 P. Paragraph O above shall not apply to records pertaining to disciplinary action arising
40 out of unit employee violations of prohibited practices as defined in the Civil Service
41 Rules and Regulations.
42
43
44
45

**Article 8
EMPLOYEE COUNSELING**

- 1
2
3
4 A. Informal Counseling. Informal counseling may be undertaken when, in the discretion
5 of the Employer, it is deemed necessary to improve performance, instruct the unit
6 employee and/or attempt to avoid the need for disciplinary measures. Informal
7 counseling will not be recorded in the unit employee's personnel file. Informal
8 counseling shall not be subject to the grievance procedure.
9
- 10 B. Formal Counseling. When, in the judgment of the Employer, formal counseling is
11 necessary, it may be conducted by the immediate supervisor. When practicable
12 under the circumstances, the employee will receive advance notice that formal
13 counseling will be issued. Formal counseling may include a review of applicable
14 standards and policies, actions which are expected to be taken by the unit employee
15 to improve performance and/or conduct, and a reasonable time period established
16 for correction and review.
- 17 1. A narrative description of formal counseling will be prepared, on a record of
18 counseling form, a copy of which shall be given to the unit employee, and a copy
19 kept in the unit employee's personnel file.
20
- 21 2. The unit employee shall be required to sign for receipt of the record of
22 counseling, but signature indicates only awareness of the existence of the
23 record, not specific agreement with the contents.
24
- 25 3. The unit employee shall have no right to be represented during formal
26 counseling.
27
- 28 4. Formal counseling is not grievable beyond Step Two of the grievance procedure.
29
- 30 C. There shall be no requirement that the use of either informal or formal counseling
31 shall be a condition precedent to the Employer's use of disciplinary action.

**Article 9
GRIEVANCE PROCEDURE**

- 32
33
34
35 A. A grievance is a written complaint alleging a violation of a specific term or provision
36 of this Agreement.
37
- 38 B. Nothing in this Agreement shall prevent a unit employee from informally discussing a
39 problem with the immediate supervisor prior to the filing of a written grievance as
40 provided by the terms of this Article. All written grievances must be filed within ten
41 (10) days of the occurrence of the alleged violation, or within ten (10) days from the
42 date the Grievant should have known of the alleged violation.
43

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

3
4 D. Step One: Immediate Supervisor. A unit employee will file a written grievance with
5 the immediate supervisor. Written grievances must be filed on a Scientific and
6 Engineering Unit Grievance Form. If not serving as the Step One Official, the
7 immediate Supervisor will provide the grievance to the Step One Official designated
8 by the Employer. The Step One Official may establish a meeting with the Grievant
9 and a Union representative, if requested by the Grievant, to discuss the matter. The
10 immediate supervisor or other Step One Official will respond to the Grievant in
11 writing within ten (10) days of receipt of the written grievance or within ten (10) days
12 of the meeting with the Grievant if such meeting is held. A Step 1 grievance
13 response, other than a denial, requires the review and final approval of the
14 department/agency personnel office and the union staff representative.

15
16 E. Step Two: Department/Agency Personnel Office. If the matter is not resolved at Step
17 One, the Grievant may appeal the grievance to Step Two of the procedure by filing
18 an appeal from Step One to the Department/Agency Personnel Office within ten (10)
19 days from the date of the Step One answer.

20
21 1. Management may establish a meeting for the Grievant and a Union
22 representative, if requested by the Grievant or the Union, within ten (10) days
23 following receipt of the appeal at Step Two.

24
25 2. Management will provide a written response to the Grievant within ten (10) days
26 following receipt of the Step Two appeal, or within ten (10) days of a meeting with
27 the Grievant, if such meeting is held. Both management and the union agree to
28 come to the Step 2 meeting fully prepared to effectively address the issues to
29 facilitate a thorough Step 2 response within the time frame allotted. Nothing
30 precludes the parties from holding a mutually agreed to follow up meeting as
31 necessary.

32
33 3. An initial service rating, reprimand, suspension or dismissal of an initial
34 probationary employee (2,080 Hours) is not appealable beyond Step Two of the
35 grievance procedure.

36
37 4. An annual rating is not appealable beyond Step Two of the grievance procedure,
38 unless the Annual Rating results in delaying reallocation of the employee's
39 position.

40
41 F. Step Three: Arbitration.

42 1. Conventional Arbitration. If the matter is not resolved at Step Two, the Union
43 may within ten (10) days of receipt of the Step Two answer, appeal the grievance
44 to arbitration by filing written notice with the Office of the State Employer and the
45 affected Department. Within 10 days of the receipt of the Union's notice the
46 Office of the State Employer shall request arbitration in accordance with the

1 procedures specified herein. The Office of the State Employer shall provide
2 copies of the request for arbitration to the affected Department and the Union.
3 Before the arbitration hearing, the Office of the State Employer may schedule a
4 meeting with MPES and the Department to review the grievance. An effort shall
5 be made in such discussions to arrive at a fair and equitable grievance
6 settlement. Any settlement shall be confirmed in writing when agreed to by the
7 Union and the Office of the State Employer.
8

- 9 a. During the negotiation of this Agreement the parties mutually agreed upon a
10 panel of arbitrators which will hear all grievances appealed to arbitration.
11 The Arbitrators on this panel are as specified below:
12

13	Samuel McCargo	1984
14	Elliott Beitner	1984
15	Barry Brown	1996
16	Michael Long	2001
17	Kathryn VanDagens	2001

18 XX
19 XX

- 20
- 21 b. The Arbitrators designated above shall serve on a rotating basis.
22
- 23 c. During January of each year the Union has the right to remove one Arbitrator
24 from the panel and the Office of the State Employer has the right to remove
25 one Arbitrator from the panel. The Union and the Office of the State Employer
26 will mutually agree upon the replacement Arbitrator(s).
27
- 28 d. Each request for arbitration shall require that the Arbitrator schedule and hold
29 the hearing within sixty (60) days of receipt of the request for arbitration. The
30 parties shall set aside normal business in order to schedule and hold the
31 hearing within this time frame. By mutual written agreement, the parties may
32 waive the sixty (60) day time limit. Upon receipt of notice from the Arbitrator
33 that the sixty (60) day time limit cannot be met, the Office of the State
34 Employer shall send a second request for arbitration to the next Arbitrator on
35 the list.
36
- 37 e. The Arbitrator will conduct the hearing in accordance with the Commercial
38 Arbitration Rules and Mediation Procedures of the Rules of the American
39 Arbitration Association (AAA), except as otherwise provided for in this
40 Agreement. Expenses for the Arbitrator shall be borne equally by the parties;
41 however, each party shall be responsible for the costs of its own
42 representatives and witnesses. Any cancellation or rescheduling fees shall be
43 the responsibility of the requesting party. In the event that both parties
44 mutually request a cancellation or rescheduling, any associated costs shall be
45 borne equally.

- 1 f. The Arbitrator's authority will be confined to the specific written provisions of
2 this Agreement. The Arbitrator shall have no authority to add to, subtract
3 from, modify, ignore, or otherwise amend any term of this Agreement and
4 Civil Service Rules and Regulations. The authority of the Arbitrator shall
5 remain subject to and subordinate to the limitations and restrictions on subject
6 matters and personal jurisdiction in the Civil Service Rules and Regulations.
7
- 8 g. Employees who can give relevant and material testimony, which is not
9 duplicative, shall be subject to subpoena by the Arbitrator.
10
- 11 h. Except as provided in the Civil Service Rules and Regulations, the Arbitrator's
12 ruling will be binding on both parties.
13
- 14 2. Expedited Arbitration.
- 15 a. An expedited arbitration system shall be used for all appeals to arbitration that
16 involve the involuntary separation of an employee from state employment.
17
- 18 b. All provisions of section G1, above, shall apply to expedited arbitration unless
19 modified herein. The Arbitrator selected shall be requested to hear the case
20 within 45 calendar days of being assigned the case. By mutual written
21 agreement, the parties may waive the forty-five (45) day time limit. Upon
22 receipt of notice from the Arbitrator that the forty-five (45) day time limit
23 cannot be met, the Office of the State Employer shall send a second request
24 for arbitration to the next Arbitrator on the list.
25
- 26 c. Briefs, if any, shall be filed simultaneously by the parties within 14 calendar
27 days of the last day of the arbitration hearing.
28
- 29 d. The decision of the Arbitrator shall be rendered within 14 calendar days of the
30 closing of the record. By mutual agreement, the Arbitrator may issue a bench
31 decision.
32
- 33 e. Transcript costs, if any, shall be paid by the party requesting the transcript
34 unless the parties agree to share the costs and have a copy prepared for
35 each party by the reporter.
36
- 37 G. In the event that management does not respond to a grievance within specified time
38 limits, the grievance may be advanced to the next step. Failure of the Grievant or
39 Union to comply with the specified time limits contained herein will automatically
40 terminate the grievance and preclude further processing.
41
- 42 H. Time limits may be extended only upon mutual written agreement of the parties. The
43 parties may mutually agree to bypass any step of this procedure for the purpose of
44 expediting the processing of any grievance.

- 1 I. Only the Union may advance a grievance to arbitration. No individual unit employee
2 or group of unit employees shall have the right to advance any grievance to
3 arbitration without the express authorization of the Union.
4
- 5 J. There shall be no grievance filed which alleges a fact situation substantially similar
6 to that alleged in any unfair labor practice charge filed by the Union against the
7 Employer.
8
- 9 K. Exclusive Procedure. The grievance procedure contained herein shall be exclusive
10 and shall replace any other grievance procedure for the adjustment of any disputes
11 arising out of the administration of this Agreement for all grievances permitted under
12 Civil Service Rules and Regulations. The grievance procedure set out above shall
13 not be used for the adjustment of any dispute for which the Civil Service Rules or
14 Regulations require the exclusive use of a Civil Service forum or procedure.
15
- 16 L. Prohibition of "Self-Help". Unit employees will fully and faithfully perform the
17 responsibilities of their position while pursuing redress of grievances, shall comply
18 with all supervisory/administrative orders and/or instructions, and shall have no right
19 to resort to "self-help" in lieu of filing and processing a grievance. The only exception
20 to this provision shall be circumstances where compliance with a supervisory or
21 other administrative instruction, direction, or order would, based on clearly objective
22 criteria, immediately endanger the unit employee's health or physical safety, or
23 where compliance would require the commission of immoral conduct or the violation
24 of any statute.
25
- 26 M. Grievance Preparation Time. Whenever possible, the Grievant and Union
27 representative shall utilize non-work time to consult and prepare. Where such
28 arrangement cannot be made, the Grievant and one (1) designated Union
29 representative may utilize up to one-half (1/2) hour without loss of pay, for
30 consultation and preparation immediately prior to any scheduled grievance meeting
31 with management. Overtime is not authorized. The Employer is not obligated to
32 compensate any unit employee for grievance processing outside of their regularly
33 scheduled work hours.
34
- 35 N. Grievance Committee Leave Bank. The Employer agrees to establish an
36 administrative leave bank of two hundred (200) hours per calendar year to be used
37 by the Union Grievance Committee. The Committee members shall be designated to
38 the Office of the State Employer annually. The bank shall be used for working on the
39 resolution of grievances. The Committee member must submit a written request to
40 his/her supervisor at least two (2) weeks in advance. The request shall indicate the
41 number of hours being requested. When such notice cannot be given, the release of
42 the Committee member shall be contingent upon the operational needs of the
43 Department, but shall not unreasonably be denied.
44
- 45 O. Grievance Leave Time. Unit employees who are required to participate in any
46 grievance meeting with management, including arbitration, as Grievant or as

1 required witnesses, shall be released from work without loss of pay for the period of
2 time required to participate in such meeting, including travel time, during their
3 regularly scheduled hours of employment. Upon completion of the unit employee's
4 participation in the meeting, he/she shall return to his/her work site and resume
5 normal assigned duties.
6

- 7 P. Grievance Representation. Unit employees shall be limited in their right to grievance
8 representation during Steps One and Two to a Union staff employee or a designated
9 representative who is also a unit employee. This precludes the use of attorneys or
10 any other individuals who do not satisfy the criteria contained herein. This shall not
11 prevent the Union from retaining outside counsel or any other outside individual to
12 represent a Grievant's claim in an arbitration hearing conducted pursuant to Step
13 Three of the grievance procedure.
14

Article 10
UNION RIGHTS

- 15
16
17
18 A. Intra-Agency Mail. The Union will have the right to use the State's intra-agency mail
19 distribution services for legitimate union business. The Union agrees that the
20 intra-agency mail service will not be used for other purposes. No partisan political
21 literature nor materials defamatory to the Employer or the State of Michigan shall be
22 mailed through the intra-agency mail system.
23

- 24 B. Bulletin Boards. The Employer agrees to furnish space and install bulletin boards of
25 mutually-agreed size, shape, and composition, for exclusive use of the Union.
26

- 27 1. The Union shall bear the full cost of purchasing the bulletin boards, and shall be
28 responsible for their maintenance after installation.
29
- 30 2. All posted materials shall be signed and dated by the Union Executive Director or
31 designee, and shall relate only to the matters indicated below:
32
 - 33 a. Union recreational/social affairs;
 - 34 b. Union appointments;
 - 35 c. Union election information;
 - 36 d. Union meetings;
 - 37 e. Rulings or policies of the Union
 - 38 f. Committee reports;
 - 39 g. Copies of official communications to the Employer;
 - 40 h. Union newsletter;
 - 41 i. Any other material authorized by the Employer or designee and the Executive
42 Vice President of the Union or designee.
43
- 44 3. No partisan political literature nor materials defamatory to the Employer or the
45 State of Michigan shall be posted.

- 1 4. The bulletin boards shall be maintained by the President, Executive Director, or
2 designee of the Union, and shall be for the sole and exclusive use of the Union.
3
- 4 5. The Employer will notify the Union of any posted materials which violate
5 provisions of this Article. The Union will immediately cause such materials to be
6 removed.
7

8 C. Use of State Buildings. The Union shall have the right to use State buildings and
9 conference rooms for union meetings, subject to prior approval of the agency
10 involved. Union meetings on State premises shall be governed by the Employer's
11 operational and security considerations and shall be confined to the approved
12 locations.
13

14 D. Time Off for Union Business. Upon written request and with prior approval of
15 Management, properly designated Union representatives shall be allowed time off
16 without pay for legitimate Union business.
17

18 E. Annual Leave Buy-Back. A unit employee may elect to use annual leave credits,
19 deferred hours, or compensatory time, to conduct Union business. Only the unit
20 employee may purchase back from the State the total cost to the State of such
21 credits subject to the following:
22

- 23 1. Unit employees shall be permitted annual leave, deferred hours, or
24 compensatory time for absence from work for Union activity up to a maximum of
25 their accrued credits.
26
- 27 2. The unit employee may reimburse expended credits used in the previous
28 calendar year by cash payment to the appropriate State authority.
29
- 30 3. The parties agree that "buy back" will not take place more than four (4) times per
31 year.
32
- 33 4. The parties agree that the unit employee's other benefits will not be adversely
34 affected by the implementation of this Article.
35
- 36 5. Use of annual leave credits, deferred hours, or compensatory time is subject to
37 the same approval requirements as for any other use of such time.
38

39 F. Administrative Leave. The Employer agrees to permit, pursuant to the following
40 conditions, the use of Employer-paid time for the conduct of Union business and for
41 certain training functions:
42

- 43 1. Executive Officers, Directors and duly authorized Union employees may
44 collectively use administrative leave from an administrative leave bank to conduct
45 Union business or attend Union training. This administrative leave bank shall be
46 calculated on the basis of one hour per employee of the bargaining unit on the

1 payroll during the first full pay period of October in each year. Such
2 Administrative Leave which is not used may be carried forward to other years to
3 cover absences from regularly scheduled work activities authorized by this
4 section. The Union shall designate to the Employer in writing the names of its
5 Executive Officers, Directors and duly authorized Union employees entitled to
6 utilize the hours in this administrative leave bank. Administrative leave will be
7 granted only in blocks of one (1) or more hours, not to exceed forty (40) hours
8 per employee in any pay period. The unit employee and the immediate
9 supervisor(s) will mutually agree on the scheduling of this time so as to minimize
10 the disruption of work schedules. In addition, the Union will normally make a
11 written request for release of the unit employees seven (7) calendar days in
12 advance. The Union will send the request to the Appointing Authority or designee
13 and the Office of the State Employer. The request will include:

- 14
- 15 a. Unit employee name;
- 16 b. Unit employee department;
- 17 c. Dates for release;
- 18 d. Number of bank hours to be used and,
- 19 e. Whether the leave is for Union business or training.
- 20

21 2. The Department may deny the request if operational needs preclude release.
22 The Union may change the designation of the Executive Officers or Directors and
23 duly authorized members by providing seven (7) days notice to the Office of
24 State Employer.

25

26 3. Up to 250 hours of the administrative leave bank will be available for stewards to
27 use in order to represent bargaining unit employees from other departments
28 during investigative interviews, disciplinary conferences and grievance meetings
29 where no steward is authorized or designated within the employee's department
30 or a steward from another department is located closer to the employee to be
31 represented. There is no requirement for a written request for release from the
32 union when a designated steward uses leave from the bank for this purpose.
33 Requests for time will be made to the immediate supervisor with as much
34 advance notice as possible and subject to approval based on operational needs.
35 The time will be promptly reported to the department, the Office of the State
36 Employer and the Union. In the event that the Employer or the Union raises
37 concerns regarding this use of the administrative leave bank by stewards, the
38 parties agree to meet to resolve the concerns.

39

40 G. Stewards. The Union may designate up to twenty-one (21) stewards, with no more
41 than 1% of the unit employees in any department so designated with the following
42 exceptions that may be exercised by the Union, as long as the total does not exceed
43 twenty-one (21) stewards: 1) Any department with bargaining unit employees may
44 have a minimum of one (1) steward; 2) the 1% of the unit employees may be
45 rounded up to the next whole number, and 3) the Department of Environmental
46 Quality may have 1%, rounded up, plus one additional steward. Subject to

1 operational needs, stewards are entitled to use time off without loss of pay to
2 represent unit employees within their department during investigative interviews,
3 disciplinary conferences, and grievance meetings with Management. Where no
4 steward is authorized or designated within the department, or a steward from
5 another department is located closer to the employee to be represented, the union
6 may designate a steward from another department to represent the employee. In
7 the sole discretion of the Union, the steward may be released on administrative
8 leave in accordance with Section F.3 above, otherwise, the steward shall be
9 released for such purpose on accrued leave credits subject to operational
10 requirements and other criteria governing annual leave.

11
12 H. Access to Union representatives. Employees shall have reasonable access to a
13 union representative to consult about the rights and obligations provided for in this
14 agreement, but such access should be confined to the non-work time of the
15 employee and the representative and, in any case, such discussions shall not be
16 held in such a place or manner, or for a duration, so as to disrupt the operations of
17 the Employer.

18
19 I. Union Information Packet. The Employer agrees to furnish all new employees in the
20 Scientific and Engineering Unit a packet of informational materials to be supplied to
21 the Employer by the Union. The Employer retains the right to review the material
22 supplied and to refuse to distribute any partisan political literature or material
23 ridiculing individuals by name or obvious direct reference or materials defamatory or
24 detrimental to the Employer.

25
26 J. Presentation. During a planned orientation of new Bargaining Unit employees, one
27 Union representative and/or staff representative shall be given an opportunity to
28 speak briefly about the Union and its rights and obligations as an exclusive
29 representative. No partisan political material, nor materials ridiculing individuals by
30 name or obvious direct reference or detrimental to the Employer shall be contained
31 in the presentation. Violation of this prohibition shall be cause for suspension and/or
32 revocation of this right by the Employer.

33
34 The Union representative making the presentation shall be a designated Union
35 representative at the work location premises at which the presentation is made.

36
37 K. MIOSHA Inspection. Effective October 1, 1990, when the Michigan Department of
38 Consumer & Industry Services (MIOSHA), or the United States Department of Labor
39 (OSHA), inspects state facilities in which bargaining unit employees are employed, a
40 Union representative shall be released from work without loss of pay to accompany
41 the inspector in those parts of the facility where bargaining unit employees are
42 employed. Release of the Union representative shall be consistent with the
43 operational needs of the Employer.

44
45 L. Job Interviews. Union employees are entitled to administrative leave, and
46 reasonable travel time for job interview(s) conducted within an employee's current

1 department. In the event the amount of administrative leave necessary for the job
2 interview and reasonable travel time would exceed 8 hours, the amount of travel
3 time considered reasonable will be predetermined by the Employer. Travel
4 expenses are not authorized.
5

Article 11
SENIORITY

- 6
7
8
- 9 A. Definition. Seniority shall be defined to mean a unit employee's total number of
10 continuous service hours in the state classified service. Hours paid in excess of
11 eighty (80) in a biweekly pay period shall not be credited. No hours shall be credited
12 for time in non-career appointments, on lost time, suspension, leave of absence
13 without pay, or layoff. For transfers or layoff and recall, the definition of seniority
14 shall not include military service time earned prior to appointment to the state
15 classified service, or service in any excepted or exempted position as provided for in
16 Civil Service Rules dated May 1983, Sections 2-1 and 2-2 in state government which
17 preceded entry into the state classified service, or service granted in accordance
18 with Civil Service Rule 2-16, Assumptions.
19
- 20 B. Annual Leave. If a unit employee leaves the state classified service and later is
21 rehired, he/she shall accrue annual leave at the same rate as a new hire. However,
22 once a rehired unit employee has been in continuous pay status for five (5) years, all
23 previous state classified service time shall be credited for annual leave accrual.
24
- 25 C. Military Service Time or Time in Excepted or Exempted Positions. Up to five (5)
26 years of military service hours and/or time spent in any position specified in Civil
27 Service Commission rules dated May 1983 earned prior to entry into the state
28 classified service shall be counted as continuous service hours for determining
29 eligibility for annual leave accruals and, for military service only, longevity pay.
30
- 31 D. Break in Service. A unit employee's continuous service hours shall be broken and
32 not bridged when the unit employee leaves state classified employment for reasons
33 other than layoff, suspension, lost time, or approved leave of absence. A unit
34 employee who leaves the state classified service because of layoff, suspension, lost
35 time, or approved leave of absence shall have continuous service hours bridged for
36 the time of such absence but only for a period of absence up to five (5) years. A
37 break in service is any period of continuous absence, for one of the reasons cited in
38 this paragraph, of more than five (5) years.
39
- 40 E. Seniority Ties. Ties in seniority shall first be resolved by considering the total
41 continuous service hours in the unit employee's current class series. Ties which
42 cannot be resolved on this basis shall be resolved by considering the total
43 continuous service hours served at the current level. If ties still remain, they shall be
44 resolved by adding the last four (4) digits of the unit employee's identification
45 number, with the lowest sum indicating the greatest seniority.

- 1 F. Seniority Lists. Seniority lists, utilizing the definition of seniority contained in
2 paragraph A above, shall be prepared at the end of the first pay period in October
3 and at the end of the first pay period in April showing the continuous service hours of
4 all unit employees in a department on the payroll on the preparation date. An
5 electronic copy of the seniority list shall be provided to the Union.
6
- 7 1. The list prepared in October shall be in effect from November 15 through May 14;
8 the list prepared in April shall be in effect from May 15 through November 14.
9
 - 10 2. Each unit employee's seniority for each of the six (6) months periods shall be that
11 which is indicated on the appropriate list.
12
 - 13 3. Unit employees shall notify the Appointing Authority of any error in such seniority
14 list within fifteen (15) days of the date unit employees are notified that the list is
15 electronically available for review. If no error is reported within the fifteen (15)
16 days, the list will stand as prepared and shall thereupon become effective. Any
17 error reported shall be corrected promptly; however, errors reported more than
18 fifteen (15) days after the list is made available for review shall not be effective
19 until the next seniority list is prepared.
20
 - 21 4. When a layoff is being implemented, the Appointing Authority shall update such
22 seniority lists no more than six (6) weeks prior to the effective date of the layoff.
23 The updated list shall be used to determine the layoff and bumping rights of unit
24 employees scheduled for layoff.
25
- 26 G. Probationary Employees. Initial probationary unit employees shall not be granted,
27 and shall not exercise, any seniority rights. Upon successful completion of the initial
28 probationary period (2,080 Hours), such unit employees shall receive credit for the
29 hours accumulated during the probationary period.
30
- 31 H. MDOT Civil Engineer and Construction Tech Co-op. After three consecutive years
32 of service in a Scientific and Engineering Bargaining Unit position within MDOT, a
33 unit employee who had previous employment in the MDOT Civil Engineer and
34 Construction Technician Co-op Program, shall have that time credited as continuous
35 service hours for purposes of longevity and annual leave accruals only. The
36 employee must have been classified as a Construction Aide and must self-identify
37 within 90 days of CSC approval of this Agreement or within 90 days of meeting the
38 three year eligibility requirement.
39
- 40 I. Superseniority. Superseniority protection from layoff and bumping shall be granted
41 for a total of thirty (30) unit employees who must be members of either the Union's
42 elected Executive Officers, the negotiating team or stewards duly designated by the
43 Union. In no event shall more than ten (10) unit employees in any one Department
44 be granted superseniority.

- 1 1. Under no circumstances shall a steward, Executive Officer or negotiating team
2 member be entitled to layoff protection unless the Union has provided the
3 departmental Employer with written notice of super seniority status at least thirty
4 (30) days prior to the issuance of a layoff notice.
5

6 Such superseniority protection shall exist only while the affected unit employee actually
7 holds such office.
8

9 **Article 12**
10 **LAYOFF AND RECALL**

11
12 A. The Union recognizes the exclusive right of the Employer to lay off Bargaining Unit
13 employees for such reasons as lack of funds, lack of work, administrative efficiency,
14 including the right to determine the positions to be abolished or to remain vacant, the
15 extent, effective date and length of such layoffs.
16

17 1. An Executive Order reducing Departmental spending and/or wage and salary
18 appropriations, shall be conclusive as to the Employer's right to layoff unit
19 employees.
20

21 2. Instructions by the State Budget Director to Departments and Agencies to reduce
22 spending in preparation for lapses of spending authorizations necessary to
23 balance the state's budget shall be treated, for purposes of this Article and
24 Agreement, as conclusive as to the Employer's right to layoff unit employees.
25

26 3. Nothing in this Article or Agreement shall preclude the parties from mutually
27 agreeing to any other alternative(s) to indefinite layoffs of unit employees.
28 Paragraph P of this Article contains an alternative to indefinite layoff which may
29 be invoked by the Employer.
30

31 4. No Arbitrator may attach any conditions to the use of indefinite layoffs or options
32 provided herein which are not expressly provided in the language of this Article.
33

34 B. Definition. "Layoff from employment" shall be the term applied to a unit employee
35 who is out of a job by virtue of being laid off or bumped, and who has exhausted or
36 has no bumping rights.
37

38 C. Layoff, bumping and recall of unit employees shall be exclusively governed by the
39 procedures set forth in this Article and this Agreement. However, such procedures
40 shall not apply to temporary layoffs, which shall be governed in accordance with the
41 Section so entitled.
42

43 D. Limited Term Employee. The expiration of a limited term appointment shall not be
44 considered a layoff for purposes of this Article. A unit employee with status acquired
45 in a limited term appointment, and separated because of the expiration of that
46 appointment may be reinstated within three (3) years in any vacancy in any

1 Department and in the same class as that from which the unit employee was
2 separated. Such reinstatement may precede employment of any person from a
3 promotional list and any person with less seniority on a layoff list. This subsection
4 shall not apply in the case of a continuing state unit employee who accepted an
5 appointment to a limited term position at any level; in this situation the employee
6 may exercise employment preference at the end of the limited-term appointment.
7 Employment preference begins at the last classification level at which the employee
8 achieved status in an indefinite appointment before accepting the limited-term
9 appointment. Employment preference may be exercised only within the principal
10 department or autonomous agency that appointed the employee to the limited term
11 appointment.

12
13 A person who is recalled on a limited term basis is not eligible to exercise
14 employment preference at the end of the limited-term appointment but shall be
15 returned to all recall lists for which the employee is eligible.

16
17 E. Notice to the Union. The Employer will, when indefinite or temporary layoffs are
18 being planned, inform the Union as soon as practicable and, upon written request,
19 discuss the impact of such layoff on unit employees.

20
21 1. The Employer shall furnish the Union written notice of the name, class title,
22 current assignment location, and seniority of unit employees holding positions
23 scheduled for abolishment.

24
25 2. It is recognized that unit employee choices and ultimate bumping rights preclude
26 the Employer from providing information beyond what is required herein.

27
28 3. When a reduction in force is implemented, the Union shall be entitled to request
29 and receive a copy of all bumping and layoff notices that are sent to affected
30 Bargaining Unit employees.

31
32 F. List to the Union. When layoffs and bumping are completed the Union shall be
33 entitled to request and receive a completed list of bumps and layoffs from
34 employment.

35
36 G. Voluntary Layoffs. When the Employer elects to reduce the work force, unit
37 employees within the affected classifications and layoff unit may request, in writing,
38 preferential and layoff out of line seniority. Such voluntary layoff shall be for at least
39 ninety (90) days. After this period, the laid-off unit employee's name shall be placed
40 on recall lists in accordance with the provisions of this Article.

41
42 H. General Layoff Provisions. The Employer, in its sole discretion, shall determine
43 those positions which are to be abolished or remain vacant. Layoff units and
44 bumping procedures shall be defined for all bargaining unit positions within a
45 Department/Agency as described in this Article.

- 1 1. Definition. Seniority for purposes of layoff, bumping, and recall shall be as
2 defined in Article 11, paragraph A.
3
- 4 2. Excluded Employees. Excluded managerial, supervisory, confidential and
5 eligible non-exclusively represented employees as defined by the Civil Service
6 Rules and Regulations shall be permitted to bump back into the Bargaining Unit
7 under procedures outlined in this Article. Seniority of excluded managerial,
8 supervisory, confidential and eligible non-exclusively represented employees for
9 purposes of bumping into the Bargaining Unit shall be computed as follows:
10
- 11 a. For bumping purposes, all excluded managerial, supervisory, confidential and
12 eligible non-exclusively represented employees who moved from the rank and
13 file of this Bargaining Unit to an excluded managerial, supervisory,
14 confidential and eligible non-exclusively represented position prior to
15 November 4, 1982 shall retain all continuous service hours for purposes of
16 seniority earned up to November 4, 1982 plus not more than one thousand
17 forty (1040) hours earned in such excluded managerial, supervisory,
18 confidential and eligible non-exclusively represented position subsequent to
19 November 4, 1982.
20
- 21 b. For bumping purposes, all excluded managerial, supervisory, confidential and
22 eligible non-exclusively represented employees who move from the rank and
23 file of this Bargaining Unit to an excluded managerial, supervisory,
24 confidential and eligible non-exclusively represented position after November
25 4, 1982 shall retain all continuous service hours for purposes of seniority
26 earned up to the effective date of such appointment and thereafter up to 1040
27 hours earned in such excluded managerial, supervisory, confidential and
28 eligible non-exclusively represented position.
29
- 30 c. Seniority of unit employees who have earned time in an excluded managerial,
31 supervisory, confidential and eligible non-exclusively represented position but
32 are in the Bargaining Unit at the time of layoff shall be limited to their time in
33 the Bargaining Unit.
34
- 35 d. Excluded managerial, supervisory, confidential and eligible non-exclusively
36 represented employees who have bumping rights into the Bargaining Unit
37 shall exercise bumping rights in the same manner as unit employees.
38 Specifically, an excluded managerial, supervisory, confidential and eligible
39 non-exclusively represented employee shall be permitted to bump to a lower
40 level in a class series if such employee has attained Civil Service status in a
41 higher level in that class series.
42
- 43 e. Excluded managerial, supervisory, confidential and eligible non-exclusively
44 represented employees who bump into the Bargaining Unit, are subsequently
45 promoted to an excluded managerial, supervisory, confidential and eligible
46 non-exclusively represented position and then are again affected by a

1 reduction in force which will result in their bumping back into the Bargaining
2 Unit shall have their seniority calculated as the total continuous service hours
3 up to the most recent date such excluded managerial, supervisory,
4 confidential and eligible non-exclusively represented employee moved to the
5 excluded managerial, supervisory, confidential and eligible non-exclusively
6 represented position plus not more than one thousand forty (1040) hours
7 earned in the most recent appointment to such excluded managerial,
8 supervisory, confidential and eligible non-exclusively represented position.
9

- 10 3. Out of Line Seniority. The Employer may lay off and recall out-of-line seniority
11 (1) because of Department of Civil Service approved Selective Certification or (2)
12 to maintain a Department/Agency affirmative action program which is currently in
13 effect and approved by the Employer in accordance with directives or orders of
14 the Governor, is in accordance with applicable law, and has been approved in
15 advance by the state personnel director.
- 16 4. Under no circumstances will unit employees have bumping rights into any other
17 bargaining unit unless specifically so provided by a reciprocal agreement with the
18 exclusive representative. There shall be no bumping into the bargaining unit
19 except as provided herein.
- 20
- 21 5. The Employer shall make every effort to hire qualified laid-off unit employees for
22 vacancies which the Employer intends to fill prior to filling a vacancy with a
23 candidate from outside of the department subject to the following provisions:
24
- 25 a. Laid-off unit employees must receive a qualification review from the Civil
26 Service Commission staff to determine which position(s) they qualify for;
27
 - 28 b. Laid-off unit employees must respond to a vacancy posting for which they
29 qualify and notify the department of their laid-off status and proof of
30 qualification review;
31
 - 32 c. Such unit employee must not be working in another position in the bargaining
33 unit;
34
 - 35 d. Such unit employee must be willing to accept an appointment at the available
36 location;
37
 - 38 e. This procedure shall only be utilized in those cases where there are no recall
39 lists for a particular class and level and no qualified candidate is available
40 through the State of Michigan hiring priority initiative dated June 30, 2004.
41
- 42 6. Probationary employees. Initial probationary unit employees shall not be
43 granted, and shall not exercise any seniority rights. Upon successful completion
44 of the initial probationary period (2,080 hours), such unit employees shall receive
45 credit for the hours accumulated during the probationary period.

1
2 7. No permanent employee shall be laid off until all bargaining unit Limited Term
3 appointments in the same classification and affected division/program/funding
4 source, and all bargaining unit non-career appointments in the affected
5 division/program/funding source are terminated.
6

7 8. Reassignments to avoid layoffs. If the employer plans to reassign bargaining unit
8 employees to avoid the necessity of layoffs, at least ten days prior to any such
9 reassignments, the employer shall publish a list of positions within the affected
10 division(s) into which employees will be reassigned for the review of the affected
11 employees. A copy of the list will be sent to the union within three days of
12 publication. Interested affected bargaining unit employees in the affected
13 division shall have five days to submit their names for consideration. The
14 employer will take any responses into consideration if such reassignments take
15 place.
16

17 I. Layoff and Bumping Procedure. When the Employer determines there is to be a
18 layoff, the Employer shall first identify those positions within a Layoff Unit which are
19 to be abolished or remain vacant. The Departmental/Agency Employer will then
20 construct any resulting bumping chain(s) in accordance with Section I(5) of this
21 article. If an employee chooses to accept layoff rather than exercise bumping rights,
22 the remainder of the affected bumping chain will not be implemented; however, the
23 Departmental/Agency Employer shall not be required to recalculate any bumping
24 chain(s).
25

26 1. Definition of Least Senior. For purposes of this Article, the least senior position is
27 defined as either a vacant position which the Employer intends to fill; or in the
28 absence of such vacancy, the position occupied by the least senior unit
29 employee.
30

31 2. Notice to Employees. Unit employees occupying positions to be abolished or
32 bumped shall be given written notice of layoff or bump not less than ten (10) days
33 prior to the effective date of layoff or bump. The unit employee noticed for layoff
34 or bump shall, within five (5) days of receipt of notification, inform the
35 Departmental/Agency Employer in writing of his/her irrevocable decision to
36 accept layoff or exercise bumping rights in accordance with Sections I.3.-5. of
37 this Article. The Departmental/Agency Employer shall thereafter complete the
38 bumping process.
39

40 3. Departmental Layoff Units

41 a. Department of Agriculture: One of the seven geographical areas established
42 by the Department as of October 1, 1981. [See Appendix F]
43

44 b. Department of Community Health: Agency except for Central Office Agency
45 which shall be one layoff unit, and shall have layoff subunits of the upper
46 peninsula laboratory; and the Martin Luther King Boulevard complex

- 1 laboratory; and, corrections/mental health services agency, which shall be by
2 the following Worksites: Huron Valley Center, Ionia Clinical Complex, Jackson
3 Clinical Complex, and Southeast Clinical Complex.
4
- 5 c. Department of Labor and Economic Growth: County. Ingham, Eaton, Clinton
6 counties shall be considered one county. Wayne, Oakland, Macomb counties
7 shall be considered one county.
8
- 9 d. Department of Corrections:
10
- 11 (1) Corrections Facility Administration - All buildings of an institution which
12 constitute a facility.
13
- 14 (2) Field Operations Administration - All buildings within a county.
15
- 16 e. Department of Environmental Quality: District (See Appendix F)
17
- 18 f. Family Independence Agency: County
19
- 20 g. Department of Management and Budget: County except that Ingham and
21 Eaton Counties shall be one Layoff Unit.
22
- 23 h. Department of Military Affairs:
24
- 25 (1) Zone 1 - Area of the state north of a line between Bay City and Shelby (M-
26 20) to include the Upper Peninsula.
27
- 28 (2) Zone 2 - Area of the state south of a line between Bay City and Shelby (M-
29 20).
30
- 31 i. Department of Natural Resources: District (See Appendix F)
32
- 33 j. Department of State: By county by organizational unit as follows:
34
- 35 (1) Office of the Secretary of State
36
- 37 (2) Office of Hearings and Legislation
38
- 39 (3) Office of Driver and Vehicle Administration
40
- 41 (4) Bureau of Automotive Regulation
42
- 43 (5) Bureau of Department Services
44
- 45 (6) Bureau of State Services
46

1 k. Department of State Police: County, except for Ingham and Eaton counties
2 shall be one Layoff Unit, and the combined Wayne, Oakland and Macomb
3 Counties shall be one Layoff Unit.
4

5 l. Department of Transportation:

6 (1) Subunit - A division within a bureau within a layoff unit.
7

8 (2) Layoff Unit - Region, except for Lansing which includes the Secondary
9 Complex and the Bureau of Aeronautics which shall be one layoff unit.
10

11 m. Department of Treasury: Statewide
12

13
14 4. General Conditions. The following general conditions shall apply to layoffs in all
15 Departments/Agencies of the Employer:
16

17 a. Unit employees exercising bumping rights must meet the requirements of
18 Section H.3.
19

20 b. Level is defined as the position comparison equivalent level as determined by
21 the Department of Civil Service.
22

23 c. A unit employee who has exhausted all his/her bumping rights and does not
24 have sufficient seniority to retain a position, shall be laid off.
25

26 d. The provisions for bumping shall not permit a unit employee to bump to a
27 higher level unless specifically provided for otherwise in Section D of this
28 Article.
29

30 e. As a result of bumping downward a unit employee shall not earn more than
31 the maximum rate of the lower class bumped into or more than the rate
32 previously earned in a higher class from which the unit employee bumped.
33 When a unit employee bumps downward, he/she shall be paid at the step in
34 the lower pay range which is the nearest to his/her previous pay without a pay
35 increase.
36

37 f. For purposes of Article 12, a unit employee shall be considered to be eligible
38 to bump if he/she has completed the initial probationary period (2,080 hours)
39 and 1040 hours in a class and level; and will be deemed eligible to bump to
40 lower levels within the same class series. When the unit employee is in a
41 Specialist classification, the unit employee is also deemed eligible to bump
42 into the corresponding lower level class series, e.g., an Environmental Quality
43 Specialist 13 is eligible to bump into the Environmental Quality Analyst class
44 series. In addition, a unit employee who has served satisfactorily in another
45 class shall be considered eligible to bump in that previous class and level as
46 well as successively lower levels in that class series.

1
2 g. Positions in a class series which contain automatic level changes shall be
3 considered to be in the same class and level.
4

- 5 5. Bumping Sequence by Department: These provisions shall apply to all unit
6 employees in all Departments. A unit employee shall have the right to bump into
7 a former class series in a layoff unit at or below any level in which the unit
8 employees had satisfactorily completed 1040 hours. The unit employees may
9 exercise this right if he/she cannot bump down into a least senior position in the
10 current class series or if, when bumping into a former class series he/she would
11 receive a higher rate of pay than he/she would receive if such rights were not
12 exercised. If a bump to a former class series within the layoff unit is not possible,
13 a unit employees shall be able to exercise such right statewide in those
14 departments where statewide bumping is an option in accordance with the
15 bumping sequences specified in this Section 3.
16

17 When constructing bumping sequences, the Employer will begin with the
18 employee with the highest seniority whose position is scheduled to be abolished.
19

20 a. Department of Agriculture:

21
22 (1) A unit employee shall bump into the least senior position in his/her current
23 class-level within the layoff unit.
24

25 (2) If (1) is unavailable, a unit employees shall have the option of bumping to
26 the least senior position within his/her current class and level statewide or
27 bumping into the least senior position at successively lower levels within
28 his/her current class series within the layoff unit.
29

30 (3) If (1) and (2) are unavailable, a unit employees shall bump to the least
31 senior position at successively lower levels within his/her current class
32 series statewide.
33

34 b. Department of Community Health.

35
36 (1) A unit employees shall bump to the least senior position in his/her current
37 class/level within the layoff unit.
38

39 (i) Unit employees in the central office layoff unit shall bump into the least
40 senior position in his/her current class and level within the subunit.
41

42 (ii) If (i) is unavailable, a unit employees within the central office layoff unit
43 shall bump into the least senior position at successively lower levels
44 within his/her current class series within the layoff subunit.
45

46 (iii) If (ii) is unavailable, a unit employees within the central office layoff unit
shall have the option of bumping into the least senior position within

his/her current class and level in the other layoff subunit.

(iv) If (iii) is unavailable, a unit employees within the central office layoff unit, shall bump into the least senior position, within his/her current class series at successively lower levels in the other layoff subunit.

(2) If (1) is unavailable, a unit employees shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(3) There is no bumping beyond the layoff unit.

c. Department of Labor And Economic Growth:

(1) For purposes of this section, employment types shall be:

Permanent full time

a. Permanent less than full time

b. Employees currently in permanent less than full time positions begin the bumping sequence at step 1. Employees currently in permanent full-time positions begin the bumping sequence at step 3.

c. Employees shall bump into the least senior position in their classification beginning with the layoff unit in the following successive order:

Step	Employment type	Level	Geographic area
1	Less than full time	Current level	Layoff unit
2	Less than full time	Successively lower levels	Layoff unit
3	Full time	Current level	Layoff unit
4	Full time	Successively lower levels	Layoff unit
5	Full time	Current level	Statewide
6	Full time	Successively lower levels	Statewide
7	Less than full time	Current level	Layoff unit
8	Less than full time	Successively lower levels	Layoff unit

The employer is under no obligation to change the employment type of a position bumped into by the employee of a different employment type.

1 For example, if an employee with a job share employment type bumps into
2 a full time position, the employer is under no obligation to change the full
3 time position to job share.
4

5 d. Department of Corrections:

6
7 (1) Unit employees shall bump into the least senior position in his/her current
8 class and level within the layoff unit.
9

10 (2) If (1) is unavailable, a unit employees shall bump into the least senior
11 position at successively lower levels within his/her current class series
12 within the layoff unit.
13

14 (3) If (2) is unavailable, a unit employees shall bump into the least senior
15 position in his/her current class and level, and thereafter, successively
16 lower levels statewide.
17

18 e. Department of Environmental Quality:

19
20 (1) For purposes of this section, employment types shall be:

21 (i) permanent full time

22 (ii) permanent less than full time
23

24
25 (2) Geographic bumping tiers for unit employees in the DEQ shall occur in the
26 following successive order:
27

28 a. district-wide

29 b. region-wide

30 c. state-wide
31
32

33 For the purposes of layoff and bumping only, the regions are designated
34 by the following DEQ districts as shown on the district map:
35

36 Region 1 - Upper Peninsula District

37 Region 2 - Cadillac, Saginaw Bay Districts

38 Region 3 - Grand Rapids, Kalamazoo, Lansing, Southeast
39 Michigan, Jackson Districts.
40

41 Employees currently in permanent less than full time positions begin the
42 following bumping sequence at step 1. Employees currently in permanent
43 full-time positions begin the following bumping sequence at step 3.
44

45 Employees shall bump into the least senior position in their classification
46 beginning with the layoff unit in the following successive order:

Step	Level	Employment Type	Geographic
1	Current Level	Less than Full Time	Layoff Unit
2	Successively Lower Levels	Less than Full Time	Layoff Unit
3	Current Level	Full Time	Layoff Unit
4	Successively Lower Levels	Full Time	Layoff Unit
5	Current Level	Full Time	Region Wide
6	Successively Lower Levels	Full Time	Region Wide
7	Current Level	Full Time	State Wide
8	Successively Lower Levels	Full Time	State Wide
9	Current Level	Less than Full Time	Layoff Unit
10	Successively Lower Levels	Less than Full Time	Layoff Unit

The employer is under no obligation to change the employment type of a position bumped into by the employee of a different employment type.

For example, if an employee with a job share employment type bumps into a full time position, the employer is under no obligation to change the full time position to job share.

f. Department of Human Services:

(1) Unit employees shall bump into the least senior position in his/her current class and level within the layoff unit.

(2) If (1) is unavailable, a unit employee shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.

(3) If (2) is unavailable, a unit employee shall bump into the least senior position in his/her current class and level, and thereafter, successively lower levels statewide.

g. Department of Management and Budget:

(1) Unit employees shall bump into the least senior position in his/her current class and level within the layoff unit.

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26

1 (2) If (1) is unavailable, a unit employee shall bump into the least senior
2 position at successively lower levels within his/her current class series
3 within the layoff unit.
4

5 (3) If (2) is unavailable, a unit employee shall bump into the least senior
6 position in his/her current class and level, and thereafter, successively
7 lower levels statewide.
8

9 h. Department of Military Affairs:

10
11 (1) A unit employee shall bump to the least senior position in his/her current
12 class/level within the layoff unit.
13

14 (2) If (1) is unavailable, a unit employee shall bump into the least senior
15 position at successively lower levels within his/her current class series
16 within the layoff unit.
17

18 (3) There is no bumping beyond the layoff unit.
19

20 i. Department of Natural Resources: [see Appendix F]

21 (1) For purposes of this section, employment types shall be:

- 22 a. permanent full time
- 23 b. permanent less than full time

24
25
26 (2) Geographic bumping tiers for unit employees in the DNR shall occur in the
27 following successive order:
28

- 29 a. district-wide
- 30 b. region-wide
- 31 c. state-wide

32
33 Employees currently in permanent less than full time positions begin the
34 following bumping sequence at Step 1. Employees currently in permanent
35 full-time positions begin the following bumping sequence at Step 3.
36

37 Employees shall bump into the least senior position in their classification
38 beginning with the layoff unit in the following successive order:

Step	Level	Employment Type	Geographic
1	Current Level	Less than Full Time	Layoff Unit
2	Successively Lower Levels	Less than Full Time	Layoff Unit
3	Current Level	Full Time	Layoff Unit

4	Successively Lower Levels	Full Time	Layoff Unit
5	Current Level	Full Time	Region Wide
6	Successively Lower Levels	Full Time	Region Wide
7	Current Level	Full Time	State Wide
8	Successively Lower Levels	Full Time	State Wide
9	Current Level	Less than Full Time	Layoff Unit
10	Successively Lower Levels	Less than Full Time	Layoff Unit

1
2 The employer is under no obligation to change the employment type of a
3 position bumped into by the employee of a different employment type.
4

5 For example, if an employee with a job share employment type bumps into a
6 full time position, the employer is under no obligation to change the full time
7 position to job share.
8

9 j. Department of State:

10
11 (1) A unit employee shall bump into the least senior position in his/her current
12 class-level within the layoff unit.
13

14 (2) If (1) is unavailable, a unit employee shall have the option of bumping to
15 the least senior position within his/her current class and level statewide or
16 bumping into the least senior position at successively lower levels within
17 his/her current class series within the layoff unit.
18

19 (3) If (1) and (2) are unavailable, a unit employee shall bump to the least
20 senior position at successively lower levels within his/her current class
21 series statewide.
22

23 k. Department of State Police:

24
25 (1) A unit employee shall bump into the least senior position in his/her current
26 class/level within the Layoff Unit. In addition, when there is more than one
27 work unit within the layoff unit, the employee may also have the same
28 bumping option within his/her work unit.
29

30 (2) If (1) is unavailable, the unit employee shall have the option of bumping to
31 the least senior position within his/her current class and level statewide or
32 bumping into a least senior position at successively lower levels within
33 his/her current class series within the layoff unit. In addition, when there is
34 more than one work unit within the layoff unit, the unit employee may also

1 have the same bumping option within his/her work unit.

2
3 (3) If (2) is unavailable, the unit employee shall have the option of bumping
4 into a least senior position at successively lower levels within his/her
5 current class series statewide.

6
7 Work unit is defined as a facility or building or a group of offices within a
8 building to which bargaining unit employees regularly report for work.

9
10 The parties agree that where a position requires court testimony as an
11 expert witness as an element of the job, the unit employee must possess
12 the education, experience and training to be recognized by a court as an
13 expert witness in the specialty area of the position.

14
15 I. Department of Transportation:

16
17 (1) A unit employee shall bump into the least senior position in his/her current
18 class and level within the subunit.

19
20 (2) If (1) is unavailable, a unit employee shall bump into the least senior
21 position in his/her current class and level within the layoff unit.

22
23 (3) If (1) and (2) are unavailable, a unit employee shall have the option of
24 bumping into the least senior position within his/her current class and level
25 statewide or bumping into the least senior position at successively lower
26 levels within his/her current class series within the layoff unit.

27
28 (4) If (3) is unavailable a unit employee shall bump into the least senior
29 position, within his/her current class series at successively lower levels
30 statewide.

31
32 m. Department of Treasury:

33
34 (1) A unit employee shall bump into the least senior position in his/her current
35 class and level statewide.

36
37 (2) If (1) is unavailable, a unit employee shall bump into the least senior
38 position, within his/her current class series at successively lower levels
39 statewide.

40
41 J. Recall Lists: Definitions. For purposes of this Article the following definitions apply:

42
43 1. The Primary Class is the class and level from which a unit employee is initially
44 laid off or bumped.

45
46 2. The Secondary Class is a class and level in the Bargaining Unit, other than the

1 primary class, in which the unit employee has achieved Civil Service status or
2 has satisfactorily completed the required probationary period (2,080 hours), and
3 any lower level class in that class series.
4

5 3. A Layoff Unit Recall List is a list of each layoff unit, by class and level, of each
6 unit employee who has been laid off or bumped from a position in that Layoff
7 Unit, and for which he/she is eligible under subsections 1 and 2 hereinabove, and
8 has requested recall to such class and level.
9

10 4. A Departmental Recall List is a list by class and level, and by Layoff Unit of each
11 unit employee who has been laid off or bumped from a position in that
12 Department, and for which he/she is eligible under subsections 1 and 2
13 hereinabove and has requested recall to such class, level, and layoff unit.
14

15 5. A Statewide Recall List is a list by class and level, and by county of each unit
16 employee who has been laid off or bumped from a position in the state classified
17 service, and for which he/she is both eligible under subsections 1 and 2
18 hereinabove and has requested recall to such class, level, and county.
19

20 K. Construction of Lists.
21

22 1. Primary Class. Each unit employee who is laid off from state employment, or who
23 bumps to a lower level within his/her class series, or to a former class series,
24 shall have the right to have his/her name placed upon the Layoff Unit Recall List
25 for the class and level from which he/she has been laid off or bumped (Primary
26 Class). [See Appendix E for Recall Request Forms.]
27

28 2. Secondary Class. In addition, such unit employee shall have the right, upon
29 written request to his/her Appointing Authority, to have his/her name placed upon
30 the Layoff Unit Recall List for a Secondary Class, if eligible.
31

32 3. Departmental Recall List. Such unit employee shall also have the right, upon
33 written request as above, to have his/her name placed on the Departmental
34 Recall List for the Primary and Secondary Classes for which he/she is eligible, for
35 each Layoff Unit in the Department at which he/she will accept recall.
36

37 4. Statewide Recall List. Such unit employee upon written request to his/her
38 Appointing Authority as provided above, shall have the right to have his/her name
39 placed on the Statewide Recall List for the Primary and Secondary Class for
40 which he/she is eligible, for each county to which recall would be accepted.
41

42 5. Addition/Deletion. A unit employee may add or delete his/her name from any
43 Recall List without penalty at any time prior to being recalled, by giving written
44 notice of such request to his/her Appointing Authority. Similarly, without penalty,
45 a unit employee may also add or delete a Layoff Unit or county to which he/she
46 had requested recall prior to being recalled.

1 L. Recall from Layoff. The provisions of this Section shall be applied subject to the
2 exceptions listed in Section H(3) above of this Article. Notice of recall shall be sent to
3 the unit employee at his/her last known address by registered or certified mail.
4

5 1. The Employer shall recall the most senior unit employee who is on the Layoff
6 Unit Recall List for such classification and level prior to filling a vacancy with a
7 candidate from outside of the department.
8

9 2. If no unit employee is on such layoff unit recall list, the Employer shall recall the
10 most senior unit employee from the Departmental Recall List for the class and
11 level who has designated the Layoff Unit in which the vacancy exists as one to
12 which he/she will accept recall.
13

14 3. If no unit employee is on such Departmental Recall List, the Employer shall recall
15 one (1) of the three (3) most senior unit employees from the Statewide Recall List
16 for the class and level who have designated the county in which the vacancy
17 exists as one to which he/she will accept recall.
18

19 4. The unit employee's right to recall shall exist for a period of up to five (5) years
20 from the date of layoff.
21

22 5. Forensic Scientist 12 positions in the Department of State Police require court
23 testimony as an expert witness as an element of the job. The unit employee must
24 possess the education, experience and training to be recognized by a court as an
25 expert witness in the specialty area of the position.
26

27 M. Removal of Name From Recall Lists. If a unit employee fails to respond within ten
28 (10) calendar days from the date of mailing of the recall notice his/her name shall be
29 removed from recall lists. In addition, his/her name shall be removed from recall lists
30 as provided below:
31

32 1. A unit employee who refuses recall to employment in his/her Layoff Unit in
33 his/her Primary Class shall be removed from all recall lists as a voluntary
34 resignation.
35

36 2. A unit employee who accepts recall to employment in his/her Layoff Unit and
37 his/her Primary Class shall be removed from all recall lists.
38

39 3. A unit employee who refuses or accepts recall to a Secondary Class on the
40 Layoff Unit recall list shall be removed from all lists for such Secondary Class.
41

42 4. A unit employee who refuses or accepts recall to a Primary or Secondary Class
43 on a Departmental Recall List shall be removed from the list(s) for such class
44 except at the Layoff Unit from which he/she was laid off.
45

46 5. A unit employee who refuses or accepts recall to a Primary or Secondary Class

1 on a Statewide Recall List shall be removed from such list.

2
3 6. In the event a recall notice as provided in Section L above is returned to the
4 Employer as not received or as refused by the unit employee, that unit employee
5 shall be deemed to have refused to accept recall.

6
7 7. A unit employee who failed to respond to a recall notice and who subsequently
8 was removed from recall lists, may, within thirty (30) calendar days of such
9 removal, request reinstatement on all appropriate recall lists in writing. After
10 establishment of valid reasons for the failure to respond, the unit employee shall
11 be reinstated on all appropriate recall lists, but shall have only future recall rights.

12
13 N. Temporary Recall. In accordance with the provisions of this Article, unit employees
14 may designate agreement in writing to be recalled by Department/Agency Layoff
15 Unit on a temporary basis when laid off. Temporary recall shall also be on the basis
16 of seniority. A unit employee who fails or refuses to accept temporary recall to a
17 layoff unit previously designated shall be removed from that list. Removal from a
18 Temporary Recall List shall be effected when a unit employee refuses temporary
19 recall, but shall not affect the unit employee's place on a Permanent Recall List.

20
21 O. Layoff and Recall Information to the Union. The departmental Employer agrees to
22 provide copies of relevant portions of seniority lists which the Employer uses to
23 complete the layoff process. The departmental Employer further agrees to provide to
24 the Union, upon written request, copies of any recall list(s) which were used to recall
25 unit employees.

26
27 P. Temporary Layoffs. Application of temporary layoffs. Temporary layoff may be
28 invoked by the Employer under paragraph A above.

29
30 1. Application.

31
32 a. Temporary layoff shall not exceed six (6) days per fiscal year.

33
34 b. Unit employees shall be laid off by inverse seniority order within the affected
35 layoff unit(s) or; in a circumstance where not all work sites in a layoff unit are
36 involved, by inverse seniority order within the work site; however, where the
37 Employer determines to temporarily lay off all of the unit employees in a
38 Layoff Unit, it may do so provided that:

39
40 (1) The cumulative period does not exceed six (6) days per Fiscal Year; and

41
42 (2) All unit employees in the Layoff Unit shall be laid off in approximately
43 equal numbers for an equal number of days.

44
45 c. Waiver. A unit employee who is temporarily laid off shall not be entitled to any
46 leave balance payoffs, to bump to any other position, nor to be placed on any

1 recall list or be recalled to any position other than the one from which the unit
2 employee was temporarily laid off. The maximum advance notice possible
3 under the circumstances shall be provided.
4

5 d. The Employer will continue to pay its share of the premium for group
6 insurance programs for any unit employee placed on temporary layoff,
7 provided the unit employee prepays his/her share of the premium.
8 Accumulated annual leave and sick leave balances will be frozen during the
9 period of the temporary layoff.
10

11 2. Seniority. An employee who is temporarily laid off pursuant to this Section will
12 not lose continuous service hours for purposes of seniority and fringe benefit
13 accrual. A temporarily laid off employee will not be paid.
14

15 3. Notice Requirements. The parties agree that notwithstanding the notice
16 requirements contained in Article 12, the temporary layoff notice requirements
17 are as follows:
18

19 a. Notice to the Union. The Employer will give the Union at least (14) calendar
20 days written notice of the date or dates on which the Employer plans to
21 implement temporary layoffs of all or some bargaining unit employees.
22

23 b. Notice to Employees. The Department or Agency will give written notice to
24 the employees to be laid off at least fourteen (14) calendar days before the
25 first day of layoff. The Department or Agency will give the Union concurrent
26 notice of employee names and, to the extent feasible, work location.
27

28 c. Exempted Work Location Notice. If a work location is completely exempted
29 from temporary layoff, the Department or Agency will post a notice so stating
30 at least seven (7) calendar days before the first day of layoff.
31

32 Q. Benefit Continuation During Layoff.

33 1. Unit employees laid off as a result of a reduction in force may elect to prepay
34 their share of premiums for medical, dental, vision and life insurance for two (2)
35 additional pay periods after layoff by having such premiums deducted from their
36 final pay checks. The State will pay the state's share of the premium for medical,
37 dental, vision and life insurance for these two (2) pay periods for unit employees
38 electing this option. Election of this option shall not affect the laid off unit
39 employee's eligibility for health and life insurance coverage for twelve (12)
40 months subsequent to layoff by directly paying the entire premium, as per current
41 practice for the remaining eleven (11) months of the one (1) year period.
42

43 2. Unit employees who are laid off, at the time of layoff, may elect to continue
44 enrollment in the Group Basic and Major Medical Plan (or alternative plan) by
45 paying the full amount (100%) of the premium. Such enrollment may continue
46 until the unit employee is recalled or for a period of three (3) years, whichever

1 occurs first. Such unit employees may also elect to continue enrollment in the
2 Group Dental and/or Group Vision plans by paying the full amount (100%) of the
3 premium. Such enrollment may continue until the unit employee is recalled or for
4 a period of eighteen (18) months, whichever occurs first. In accordance with
5 paragraph 1 of this Section, the Employer shall pay the Employer's share of such
6 premiums for two (2) pay periods for unit employees selecting these options.
7

8 **R. Annual Leave.**

- 9 1. Laid off unit employees who are rehired from layoff to a permanent position in a
10 different Department/Agency may elect to buy back up to eighty (80) hours of
11 accrued annual leave which had been paid off. Unit employees recalled to the
12 Department/Agency from which they were laid off may elect to buy back any
13 portion of annual leave up to the amount paid off. Unit employees electing this
14 option shall buy back annual leave at the returning rate of pay. Such payment
15 shall be made to the Department/Agency making the original payoff. Such option
16 may be exercised only once per recall, and must be exercised during the first
17 thirteen (13) pay periods of the recall/rehire.
18
- 19 2. A unit employee separated by reason of layoff may elect to freeze annual leave
20 up to the accrued balance at the time of layoff. Such balance shall be retained
21 until the unit employee elects to be paid off for the balance or until the unit
22 employee's recall rights expire, whichever occurs first. Payoff shall be at the unit
23 employee's last rate of pay.
24

25 **Article 13**
26 **TRANSFER**
27

28 **A. Definitions.**

- 29 1. Transfer. A change of assignment of a unit employee at the unit employee's
30 request or initiative.
31
- 32 2. Assignment. The particular position at or from a particular work location (or work
33 site) as determined by the Employer.
34
- 35 3. Reassignment. A permanent change of a unit employee's assignment made by
36 the Appointing Authority at the Appointing Authority's initiative. In the event a unit
37 employee is reassigned and refuses reassignment, they are permitted to place
38 their name on a recall for the county from which they were reassigned.
39
- 40 4. Vacancy. A permanent position which the Appointing Authority is seeking to fill. A
41 position from which a unit employee has been laid off is not a vacancy.
42

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

1 C. Transfer. In order to enable unit employees to be considered for vacancies the
2 Appointing Authority intends to fill, the Appointing Authority shall establish vacancy
3 transfer lists in accordance with the provisions specified below.
4

5 1. Transfer List. Unit employees shall be entitled to have their names placed on the
6 vacancy transfer list by notifying the Personnel Office in writing during the
7 months of May and November. All such requests must be made in accordance
8 with departmental procedures. The list compiled as a result of the requests
9 received in May shall become effective on July 1 and remain in effect through
10 December 31. The list compiled as a result of the requests received in November
11 shall become effective on January 1 and remain in effect through June 30.
12

13 2. Transfer lists shall be maintained by county or division within a county, if
14 applicable. Unit employees may make themselves available for transfer to up to
15 five (5) counties, and may include a different division within the county in which
16 they currently work. If a unit employee declines a transfer to a county which
17 he/she has requested after being interviewed for a position, the Appointing
18 Authority may remove such unit employee from the transfer list for that county. A
19 unit employee may at any time remove his/her name from a transfer list by
20 written notice to the Appointing Authority.
21

22 3. When the Appointing Authority intends to fill a permanent vacancy, it is agreed
23 that the Employer will select one of the three most senior journey level members
24 from the transfer list to fill the initial vacancy. An initial vacancy is defined as a
25 newly established position or a vacant position where the prior incumbent was
26 separated or promoted. If less than three names appear on the list then the
27 Employer may supplement the list. If less than three names appear on the
28 transfer list, then those remaining employees will be guaranteed an interview. If
29 more than three names appear on the transfer list and one or more employee(s)
30 voluntarily removes his/her name from consideration, or is not considered as
31 provided in Section C(4) below, the Employer will select one of the three most
32 senior journey level members remaining on the list. This process is only for
33 vacancies at the journey level, with the exception of the Departments listed and
34 set forth below, and only refers to the initial vacancy. The parties agree that in
35 the Department of State Police this process is only for vacancies at the 12 level.
36

37 In the Department of State Police, the parties further agree that where a position
38 requires court testimony as an expert witness as an element of the job, the unit
39 employee must possess the education, experience and training to be recognized
40 by a court as an expert witness in the specialty area of the position.
41

42 In the Department of Agriculture, the parties agree that this process is also
43 available for employees at the 12 level to transfer to a 12 level vacancy in the
44 same classification, in the same program and in the same division of the
45 department.
46

1 In the Department of Community Health, the parties agree that this process is
2 also available for Pharmacists at the 12 level to transfer to a vacancy at the 12
3 level in the same department.
4

5 In the Department of Corrections, the parties agree that this process is also
6 available for Pharmacists at the 12 level to transfer to a vacancy at the 12 level in
7 the same department.
8

9 In the Department of Environmental Quality, the parties agree that this process is
10 also available for employees at the 12 level to transfer to a vacancy at the 12
11 level as specifically stated below:
12

13 Air Quality Division – same classification within the division;
14

15 Environmental Sciences and Services Division – senior worker to senior
16 worker in the same classification within the division;
17

18 Geological Land Management Division – Geologists within the division; and,
19

20 Remediation and Redevelopment Division -- in the same classification within
21 field operations within the division; transfer is not available to 12 level
22 Toxicologists.
23

24 In the Department of Labor and Economic Growth, the parties agree that this
25 process is available for employees at the 12 level to transfer to a 12 level
26 vacancy in the same classification within the MIOSHA program or within the
27 same division of the department.
28

29 In the Department of Management and Budget, the parties agree that this
30 process is also available for Building Construction Project superintendents at the
31 12 level to transfer to a vacancy at the 12 level in the same department.
32

33 In the Department of Military and Veterans Affairs, the parties agree that this
34 process is also available for employees at the 12 level to transfer to a vacancy at
35 the 12 level in the same classification, and in the same program area of the
36 department.
37

38 In the Department of Natural Resources, the parties agree that this process is
39 only available for employees at the 12 level to transfer to a vacancy at the 12
40 level as specifically stated below:
41

42 Licensed Land Surveyors within the same division;
43

44 Landscape Designers within the same division;
45

1 Senior Worker Fisheries Biologists in the same program area within the same
2 division; and,

3
4 Forest Management Analysts in the forest resource management program
5 areas may transfer within the disciplines in this section.
6

7 In the Department of Transportation, the parties agree that this process is only
8 available for employees at the 12 level to transfer to a vacancy at the 12 level as
9 specifically stated below:

10
11 Architects in the same support (program) area and within the same division;
12 and,

13
14 Licensed Land Surveyors and Transportation Engineers in the same specialty
15 (program) area.
16

17 4. Exceptions. The Employer shall not be required to consider any of the following
18 employees for transfer from a transfer list:

19
20 a. An initial or continuing probationary employee;

21
22 b. An employee with a less than satisfactory interim rating in effect;

23
24 c. An employee who has transferred from a transfer list within the last 6 months.
25

26 5. Hardship Transfers. Hardship transfers to another county may be granted, if
27 certified by the Union, if a legitimate hardship exists and if the transfer would not
28 impair the operational effectiveness of the Department. For purposes of this
29 Section, hardship means the health condition of the employee or a member of
30 employee's immediate family, as defined in Article 22-B.1, requiring the
31 employee's presence in another county for an extended period of time. There
32 must be an existing vacancy which the Department intends to fill to which the
33 employee is being transferred. Relocation expenses are not paid for hardship
34 transfers.
35

36 All hardship transfer requests shall be in writing and set forth the circumstances
37 of the request. The Union agrees that approval or disapproval of hardship
38 requests shall not be grievable beyond Step Two of the grievance procedure.
39

40 6. The Appointing Authority shall not pay relocation expenses when the Appointing
41 Authority fills the vacancy from the transfer list.
42

43 7. The provisions of this Section shall apply only to transfers between positions at
44 the unit employee's current class and level and positions within the unit
45 employee's current Department.

1 8. Upon request of either party, the parties agree to meet and resolve any issues
2 that arise.
3

4 D. Reassignments to Avoid Layoffs. If the Employer plans to reassign Bargaining Unit
5 employees to avoid the necessity of layoffs, at least ten days prior to any such
6 reassignments, the Employer shall publish a list of positions within the affected
7 division(s) into which employees will be reassigned for the review of the affected
8 employees. A copy of the list will be sent to the Union within three days of
9 publication. Interested affected Bargaining Unit employees in the affected division
10 shall have five days to submit their names for consideration. The Employer will take
11 any responses into consideration if such reassignments take place.
12

Article 14
NON-DISCRIMINATION

16 A. The Employer agrees to continue its policy of opposing all forms of illegal
17 discrimination based on race, color, national origin, sex, age, height, weight, marital
18 status, religion, partisan considerations, or a disability or genetic information that is
19 unrelated to the person's ability to perform the duties of a particular job or position.
20 In addition, the Employer agrees not to discriminate on the basis of sexual
21 orientation.
22

23 B. The Union agrees to continue its policy of admitting all unit employees otherwise
24 eligible for membership and to represent all members without regard to race, color,
25 national origin, sex, sexual orientation, age, height, weight, marital status, religion,
26 partisan considerations, or a disability or genetic information that is unrelated to the
27 person's ability to perform the duties of a particular job or position.
28

29 C. There shall be no discrimination, interference, restraint, or coercion by the Union
30 against any unit employee because of membership or non-membership in, the
31 payment or non-payment of any monies to, or the participation or non-participation in
32 the activities of, the Union, or because of any activity permissible under either the
33 Civil Service Rules and Regulations or this Agreement.
34

Article 15 - A
EDUCATION AND PROFESSIONAL DEVELOPMENT

38 A. Purpose. To establish procedures for reimbursement of unit employees for the costs
39 associated with continuing education through voluntary participation in job related
40 courses.
41

42 B. Application. The provisions of this Article shall apply to all unit employees on a first
43 come, first served basis in accordance with the terms specified herein.
44

45 C. Funds. The provisions of this Article shall be subject to the availability of
46 departmental funds. Upon request, the Union shall be entitled to receive information

1 regarding specific departmental tuition reimbursement programs/policies. In addition
2 to receiving such written information, the Union may request a labor-management
3 meeting with the Appointing Authority's designated representative(s) to review such
4 materials.
5

6 D. Requirements and Procedures.

- 7 1. Full-time employees are eligible to apply for reimbursement if they have attained
8 status, worked in a permanent position with the Department for at least six (6)
9 months and are in satisfactory performance standing prior to the course starting
10 date. Applicants must maintain assignment to a permanent position and be on
11 the payroll at the completion of the course in order to qualify for reimbursement.
12
- 13 2. Application for reimbursement shall directly relate to the improvement, change, or
14 college degree in a field of work which is job related or in preparation for a
15 potential promotion which benefits the Department.
16
- 17 3. Accredited schools, institutes, academies, community colleges, colleges, and
18 universities shall be considered as approved educational centers.
19 Correspondence schools and "mail order" institutions will not be considered
20 acceptable institutions for purposes of reimbursement.
21
- 22 4. Partial (50%) reimbursement may be provided for accredited job-related courses
23 properly pre-authorized for reimbursement upon receipt of written verification of
24 successful course completion with a minimum grade of C or its equivalent. Such
25 reimbursement shall be applicable to expenditures for tuition, books and lab fees.
26 Verification of successful course completion shall be an authentic copy of the
27 grade report. Such verification must be submitted within thirty (30) days of
28 completion of the course. Incomplete courses and/or deferred grades will not
29 qualify for reimbursements for tuition, books or lab fees.
30
- 31 5. No reimbursement will be made for travel, meals, lodging, or other miscellaneous
32 fees or expenses.
33
- 34 6. No unit employee shall receive reimbursement for more than two (2) courses in
35 any one (1) semester or term.
36
- 37 7. For unit employees receiving tuition payments, stipends or education grants from
38 any other government agency or government source or from any scholarship
39 source, reimbursement under this Article will be limited to that portion of the
40 tuition which exceeds the amount of such payments, stipends or grants. Prior to
41 receipt of any reimbursement under this article, employees are required to
42 disclose to the employer reimbursement from all sources of funding for costs
43 associated with the same course, regardless of when payment is, or will be,
44 received. The combination of payment from tuition reimbursement (Article 15-A)
45 and the Professional Development Fund (Article 15-B) shall not exceed 100% of
46 the costs associated with the course.

1
2 E. Educational Release Time.

3 1. Unit employee initiated educational release time may be granted by the
4 Appointing Authority for course attendance during the unit employee's normal
5 work hours subject to the following provisions:

- 6
7 a. The course is not otherwise available;
8
9 b. The course and unit employee qualify under paragraph D;
10
11 c. The supervisor has determined that course attendance will not interfere
12 unduly with work assignments and their timely and satisfactory completion;
13
14 d. Such release time must be authorized by the appropriate Bureau Director and
15 Department Personnel Officer.

16
17 2. Development of Adjusted Work Schedule:

- 18
19 a. Estimated travel time must accompany course attendance time and be
20 included in total educational release time requested;
21
22 b. Adjusted schedule must indicate how release time is to be made up:
23
24 (1) Schedule developed must provide for minimal interference with on-going
25 work assignments.
26
27 (2) Schedule developed must ensure that make up time is scheduled in
28 productively efficient segments.
29
30 (3) A complete eighty (80) hour pay period must be actually accounted for in
31 each biweekly period.
32
33 (4) Schedule must be approved by immediate supervisor.
34
35 c. The unit employee will be responsible for all expenses and course attendance
36 time, inclusive of travel expenses and time, except as possibly reimbursed
37 under paragraph D.
38
39 d. Emergency work situations requiring the unit employee's presence at work or
40 court attendance requirements shall in all cases take precedence over class
41 attendance.

42
43 F. Conference Attendance. Effective October 1, 1996, unit employees shall be entitled
44 to up to four (4) days administrative leave of absence within any two consecutive
45 fiscal years subject to the following conditions:
46

- 1 1. The conference must be directly related to the unit employee's professional
2 development and must directly relate to the unit employee's employment with the
3 state.
- 4
- 5 2. Prior approval of the unit employee's immediate supervisor shall be required.
6 Operational needs and scheduling requirements may preclude attendance.
7
- 8 3. The Employer shall not be obligated to pay any fees, expenses, or any other
9 costs associated with attendance at such conference.
10
- 11 4. It is understood that the four days is not to be construed as a limitation of
12 conference attendance for Bargaining Unit employees, but rather a minimum
13 number of days available for conferences or training in addition to those
14 conferences or training sessions that the Department has authorized members to
15 attend.
16
- 17 5. Provisions of this Section do not apply to attendance at functions related to any
18 aspect of the Union's exclusive representation function, and shall not apply to
19 any conference which the unit employee is required by the Employer to attend.
20

21 The decision of the Employer to grant or deny attendance at any conference shall not
22 be precedential.
23

Article 15 - B
PROFESSIONAL DEVELOPMENT FUND

24

25

26

27 A. Amount. The amounts for the listed fiscal years are as follows:

- 28
- 29 1. Effective October 1, 2008, or as soon thereafter as administratively feasible, the
30 Employer shall add \$125,000 to the Professional Development Fund to be
31 administered jointly by the Union and the Employer.
32
- 33 2. Effective October 1, 2009, or as soon thereafter as administratively feasible, the
34 Employer shall add \$125,000 to the Professional Development Fund to be jointly
35 administered by the Union and the Employer.
36
- 37 3. Effective October 1, 2010, or as soon thereafter as administratively feasible, the
38 Employer shall add \$125,000 to the Professional Development Fund to be jointly
39 administered by the Union and the Employer.
40
- 41 4. Money not used in any given fiscal year will carry over to the next fiscal year.
42

43 B. Eligibility. The following conditions shall apply to eligibility for reimbursement from
44 the fund.

- 1 1. The employee must have successfully completed his/her first 1,040 hours of
2 state service and must be in satisfactory performance status prior to receiving
3 approval from the fund.
4
- 5 2. The employee shall notify the supervisor and request leave to attend the
6 conference, training or seminar prior to the time that he/she requests Union
7 approval for reimbursement from the Professional Development Fund. Such
8 leave requests shall not be unreasonably denied.
9
- 10 3. Operational needs of the Employer may preclude leave approval. However, if
11 such approval has been granted and the employee has expended funds in
12 reliance upon the leave approval, and the leave approval is subsequently
13 rescinded, the Department shall reimburse the employee for the amount the
14 employee has expended.
15
- 16 4. The Department is under no obligation to approve administrative leave.
17
- 18 5. The employee will comply with all DMB requirements for filing reimbursement
19 requests. Reimbursements from the PDF are subject to the provisions of the
20 Standardized Travel Regulations (STR), unless otherwise agreed by the Union
21 and the Employer, and the Internal Revenue Code. Reimbursement from the
22 tuition reimbursement program of the PDF is available only to employees who
23 agree to continue employment with the State of Michigan for a minimum of one
24 year after completion of the event being reimbursed. Courses or training
25 submitted for reimbursement shall directly lead to improvement, change, or a
26 college degree in a field of work, which is job related or leads to preparation for a
27 potential promotion which benefits the department.
28
- 29 6. Tuition reimbursement from the PDF shall not exceed 100% of the costs
30 associated with the course when combined with tuition reimbursement under
31 Article 15A.
32
- 33 7. Failure to comply with any of the provisions of the PDF may be cause for
34 forfeiture of the employee's previous approval.
35
- 36 C. The following conditions shall apply to the joint administration of the PDF by the
37 Union and the Employer:
38
- 39 1. The Union and the Employer agree that processing requests for reimbursement
40 is a priority. The Employer agrees to process PDF requests as they are received
41 from the Union. By doing so, a completed request will not take any longer than
42 eight working days to submit to the Department of Management and Budget. If a
43 situation occurs that will cause the Employer to miss the eight day time frame,
44 the Employer will formally notify the Union in writing of the reason for the delay.
45

Article 17
TRAVEL EXPENSE REIMBURSEMENT

A. Travel Expense Reimbursement. In accordance with the Standardized Travel Regulations issued by the Departments of Civil Service and Management and Budget, and the general procedures of the Vehicle and Travel Services, except as expressly provided otherwise in this Article, unit employees shall be entitled to travel reimbursements, with supporting receipts, for actual expenses incurred up to the maximum allowed at the rates in effect on the date(s) of the travel.

B. Reimbursement Rates - Effective October 1, 2007 (Rates Are Subject to Change)

1.	Michigan Select Cities	Maximum
a.	Meals And Lodging	
	(1) Lodging	\$65.00 (Plus Taxes)
	(2) Breakfast	\$ 8.75
	(3) Lunch	\$ 8.75
	(4) Dinner	\$21.00
2.	In-state All Other	Maximum
a.	Meals and Lodging	
	(1) Lodging	\$65.00 (Plus Taxes)
	(2) Breakfast	\$ 7.25
	(3) Lunch	\$ 7.25
	(4) Dinner	\$16.50
b.	Per Diem System	
	(1) Per Diem	\$76.50
	(2) Lodging	\$45.50
	(3) Breakfast	\$ 7.25
	(4) Lunch	\$ 7.25
	(5) Dinner	\$16.50
c.	Group Meetings	
	(1) Lodging	\$65.00 (Plus Taxes)
	(2) Breakfast	\$ 7.25
	(3) Lunch	\$10.25
	(4) Dinner	\$16.50
3.	Out-of-state Select Cities	
a.	Meals and Lodging	
	(1) Lodging	***contact Passageways Travel for reservation
	(2) Breakfast	\$11.00
	(3) Lunch	\$11.00

Agreement Between
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1	(4) Dinner	\$22.00
2	4. Out-of-state All Other	
3	a. Meals and Lodging	
4	(1) Lodging (Actual Support by Receipts)	***contact Passageways
5	Travel for reservation	
6	(2) Breakfast	\$ 8.75
7	(3) Lunch	\$ 8.75
8	(4) Dinner	\$20.50
9	b. Per Diem System	
10	(1) Per Diem	\$83.25
11	(2) Lodging	\$45.50
12	(3) Breakfast	\$ 8.75
13	(4) Lunch	\$ 8.75
14	(5) Dinner	\$20.50
15	c. Tips and Incidental Costs per Day	\$ 2.00
16	5. Mileage Rates - Private Car	
17	a. Approved Private Car Use	Current IRS Rate
18		
19	b. Employee Electing to Drive Private Car in Lieu of Available State Car	
20	Mid-sized Car Rate	\$.329 per Mile

21
22 Based upon operational needs, the Employer may require an
23 employee to travel in a state vehicle while on state business.
24

25 In accordance with Section 5.3.f. of the Standardized Travel Regulations, the State
26 of Michigan does not provide insurance coverage for personal vehicles used on
27 state business. Private auto policy collision deductibles are reimbursable, up to
28 \$500, per accident, through the State Administrative Board reimbursement process
29 as long as the employee is not found to be grossly negligent by the board, and offers
30 proof that the accident occurred while in the course of a work related function. The
31 agency that employs the employee at the time of the accident is responsible for the
32 payment of the deductible. (Gross negligence is defined as conduct so careless as
33 to show willful disregard for the safety of the public and/or property. Intentional acts
34 will be considered grossly negligent for this purpose).
35

36 C. Exceptions. Exceptions to the travel rates may be granted by the Department of
37 Civil Service or the Department of Management and Budget, Vehicle and Travel
38 Services, in accordance with the Standardized Travel Regulations. Lodging costs in
39 excess of the maximum state rate will be reimbursed by the Employer as long as the
40 hotel reservation was secured through the Employer contracted travel agency.
41

42 In those situations where the Department has not secured the lodging, employees

1 shall make a reasonable effort to secure lodging at the rates specified in this
2 Agreement. However, if an employee has not been able to secure lodging at the
3 specified rate, such an employee may request reimbursement for the actual amount.
4 Departments shall not unreasonably deny such reimbursement requests nor shall
5 Departments unreasonably delay processing the reimbursement.
6

7 The parties agree to work cooperatively to insure that the exception provision is
8 appropriately applied when the circumstances justify an exception.
9

- 10 D. MDOT Employees. Effective October 1, 1988 all MDOT employees will be covered
11 by the Standardized Travel Regulations and reimbursement rates except as
12 provided herein.
13

Article 18
RELOCATION EXPENSE REIMBURSEMENT

- 14
15
16
17 A. Involuntary Reassignment. Employees who meet all the criteria listed in paragraph
18 A.1-3., who demonstrate their intent to move their residence closer to the new work
19 location as a direct result of the reassignment, shall be eligible for the relocation
20 benefits provided in subsections B through G below.
21

22 If the employee moves prior to the effective date of reassignment, but after they are
23 given official notice of the reassignment, and they are otherwise eligible for
24 relocation expenses, they shall receive reimbursement for relocation expenses, as
25 provided in Subsections C, D, F and G below, after they begin working at the new
26 work location. Such employees are not eligible for temporary travel expense in
27 Subsection B below. In the event the reassignment to the new work location is
28 cancelled for any reason, no relocation expense reimbursement will be made and no
29 relocation benefits will be paid.
30

- 31 1. Satisfactorily completed his/her first 1,040 hours of state service;
32
33 2. Have commenced their first work assignment and thereafter are involuntarily
34 reassigned to a new work location more than twenty-five (25) miles away; and
35
36 3. Agree to continue employment at the new work location for a minimum of one (1)
37 calendar year after reassignment.
38

- 39 B. Temporary Travel Expense. From the effective date of reassignment, the reassigned
40 employee will be allowed meal and lodging expense reimbursement at rates in effect
41 pursuant to Article 17, for up to sixty (60) calendar days at the new work location or
42 until such time as the employee changes residence, whichever is less. In case of
43 hardship in securing or occupying a new residence the Employer may, at its full
44 discretion and as determined on an individual case by case basis, grant an
45 extension of up to sixty (60) calendar days, but in no case shall the total period
46 exceed one hundred eighty (180) days. Employees returning to their residence at

1 the prior work location during the sixty (60) day period (or its extension) will be
2 reimbursed for the lesser of:

- 3
- 4 1. The total of breakfast, lunch and dinner during those days; or
 - 5
 - 6 2. Mileage charges for a personal car used in such commuting for the actual
7 mileage between the points at the approved private car rate.
8

9 C. Travel Expenses to Secure Housing. A reassigned employee and one (1) additional
10 family member shall be allowed up to three (3) round trips to a new official work
11 location for the purpose of securing housing. Travel, lodging and meals costs will be
12 reimbursed up to a maximum of nine (9) days in accordance with the rates in effect
13 pursuant to Article 17 of this Agreement. Reimbursement will occur only after the
14 eligible employee has begun work at their new work location.
15

16 D. Leave Time for Moving. An eligible employee shall be allowed two (2) days off
17 without loss of pay for completing the move. This Section shall not be construed to
18 relieve the employee from any responsibility to report for work punctually and in a
19 condition ready for work. An eligible employee who elects to relocate their residence
20 prior to beginning work at the new work location, in accordance with Section A
21 above, and who chooses to complete the move during regularly scheduled work
22 time, shall be required to take annual leave. Reinstatement of up to two (2) days of
23 annual leave will occur only after the eligible employee has begun work at their new
24 work location.
25

26 E. Required Housing. Unit employees who are moving into required housing will
27 ordinarily not qualify for house hunting expenses or temporary living expenses at the
28 new work station as outlined in subsections B and C above. If there are extenuating
29 circumstances which arise requiring these expenses, such expenses may be
30 reimbursed upon approval of the Appointing Authority.
31

32 F. Moving of Household Goods.

33 1. The Employer will pay the transportation charges for normal household goods up
34 to a maximum of fourteen thousand (14,000) pounds for a move. Charges for
35 weight in excess of fourteen thousand (14,000) pounds must be paid directly to
36 the mover by the employee.
37

- 38 a. Household Goods: Includes all furniture, personal effects and property used
39 in a dwelling, and normal equipment and supplies used to maintain the
40 dwelling except automobiles, boats, camping vehicles, firewood, fence posts,
41 tool sheds, motorcycles, snowmobiles, explosives, or property liable to
42 impregnate or otherwise damage the mover's equipment, perishable
43 food-stuffs subject to spoilage, building materials, fuel or other similar
44 non-household good items.
45

1 b. Packing: The Employer will pay up to eight hundred dollars (\$800) for packing
2 and/or unpacking breakables. In addition to the above packing allowances,
3 the Employer will pay the following accessorial charges which are required to
4 facilitate the move: appliance services; piano or organ handling charges;
5 flight, elevator, or distance carrying charges; extra labor charges required to
6 handle heavy items, e.g. pianos, organs, freezers, pool tables, etc.
7 Arrangements for paying any additional packing requirements must be made
8 and paid for by the employee only.

9
10 c. Insurance: The carrier will provide insurance against damage up to sixty cents
11 (\$.60) per pound for the total weight of the shipment. The Employer will
12 reimburse the employee for insurance costs not to exceed an additional sixty-
13 five cents (\$.65) per pound of the total weight of the shipment.

14
15 d. Enroute Charges: Charges for stopping in transit to load or unload goods and
16 the cost of additional mileage involved to effect a stop in transit shall be paid
17 by the employee. Extra labor required to expedite a shipment at the request
18 of the employee shall be paid by the employee.

19
20 e. Mobile Homes: The Employer will pay the actual reasonable cost for moving a
21 mobile home if it is the employee's domicile, plus a maximum of one thousand
22 dollars (\$1,000) allowance for blocking, unblocking, securing contents or
23 expando units, installing or removal of tires (on wheels) on or off the mobile
24 home, and removal or replacement of skirting will be paid by the Employer
25 when accompanied by receipts. Actual moving costs include only the
26 transportation cost, escort services when required by a governmental unit,
27 special lighting permits, tolls and/or surcharges, but excludes moving of fuel
28 tanks, out buildings, swing sets, etc., that are not secured inside the mobile
29 home.

30
31 Utility connections to existing utilities within an established mobile home park,
32 up to \$200, when accompanied by receipts. ("utility connections" means
33 connecting to existing electrical power, gas and water.)

34
35 Mobile home liability is limited to damage to the unit caused by the negligence
36 of the carrier, and to contents up to a value of one thousand five hundred
37 dollars (1,500). Additional excess valuation and/or hazard insurance may be
38 purchased from the carrier at the expense of the employee.

39
40 The repair or replacement of equipment of the mobile home i.e., tire, axles,
41 bearings, lights, etc., are the responsibility of the employee.

42
43 2. Truck or Trailer. In lieu of a common carrier, the Employer will reimburse the
44 employee for reasonable truck or trailer rental charges, tolls and required
45 surcharges incurred by the employee where the employee moves himself/herself.
46

1 G. Storage of Household Goods: The Employer will reimburse the employee for storage
2 of household goods, as described in subsection F.1.a. above, for a period not in
3 excess of sixty (60) days in connection with the reimbursable move, at either origin
4 or destination, but only when housing is not readily available.
5

6 **Article 19**
7 **HOURS OF WORK AND OVERTIME**
8

9 A. Biweekly Work Period. The work period is defined as eighty (80) hours of work
10 normally performed on ten (10) week days within the fourteen (14) consecutive
11 calendar days which coincide with biweekly pay periods.
12

13 B. Work Day. The work day shall consist of twenty-four (24) consecutive hours
14 commencing at 12:01 a.m.
15

16 C. Work Shift. The work shift shall normally consist of eight (8) consecutive work hours
17 which may be interrupted by a meal period. For purposes of this Article the following
18 work shifts are defined:
19

20 Day Shift - Starts between 5:00 a.m. and 1:59 p.m.
21

22 Afternoon Shift - Starts between 2:00 p.m. and 9:59 p.m.
23

24 Evening Shift - Starts between 10:00 p.m. and 4:59 a.m.
25

26 D. Meal Periods. Work schedules may provide for the work shift to be broken at
27 approximately mid-point by an unpaid meal period of not less than thirty (30)
28 minutes. This shall not preclude work schedules which provide for an eight (8) hour
29 work day, inclusive of a meal period. The Employer may reasonably schedule meal
30 periods to meet operational requirements.
31

32 Wherever the department's objective of teamwork will not be unreasonably disrupted
33 by a one-half hour lunch period, if requested by a Scientific and Engineering Unit
34 employee, a one-half hour lunch period shall be scheduled. In all other cases,
35 where operationally feasible, a Scientific and Engineering Unit employee's request to
36 be scheduled for a one-half hour lunch period will not be unreasonably denied.
37 Denial of the request, or termination of approval, shall not be grievable.
38

39 E. No Guarantee or Limitation. This Article is intended to be construed only as a basis
40 for scheduling, and shall not be construed as a guarantee or limitation on the
41 number of hours scheduled to be worked per day or per work period.
42

43 F. Overtime.

44 1. Eligible Unit Employees. (Cash Paid)
45

1 Unit employees at the 9 (IV) and 10 (V) levels or below the 10 position
2 comparison equivalent level shall be eligible for cash compensation for overtime
3 hours worked.
4

- 5 a. Overtime hours must be authorized by the Appointing Authority.
6
7 b. Authorized overtime payment shall be paid to eligible employees for time
8 worked in excess of forty (40) hours in a work week. "Time worked" for
9 purposes of calculating overtime payment does not include sick leave.
10
11 c. Premium payment shall not be duplicated (pyramided) for the same hours
12 worked. If a unit employee works on a holiday, overtime compensation for the
13 first eight (8) hours worked on the holiday is due and payable only after forty
14 (40) hours worked in a work week.
15
16 d. By mutual agreement between the unit employee and the Appointing
17 Authority, unit employees at the 9 (IV) and 10 (V) level may earn
18 compensatory time at the rate of time and one-half (1 1/2) for authorized
19 overtime hours worked or be paid time and one-half (1 1/2) their hourly rate.
20 If the Appointing Authority does not permit the unit employee to use accrued
21 compensatory time credits before the end of the fiscal year in which credits
22 have been earned, at the Appointing Authority's option, the unit employee
23 may be paid in cash at the regular rate for the compensatory time credits
24 unused at the end of the fiscal year.
25

26 **2. Ineligible Unit Employees. (Compensatory Time)**

27 Unit employees at the 11 (VI) benchmark level and above, or at the 11 position
28 comparison level and above are not normally eligible for cash compensation for
29 overtime hours worked. Such unit employees shall be eligible for compensatory
30 time in accordance with the following provisions:
31

- 32 a. Such ineligible unit employees shall be eligible to accumulate and liquidate on
33 a straight time basis, compensatory time for all authorized hours worked in
34 excess of eight (8) hours per day and eighty (80) hours per pay period. If the
35 Employer schedules employees to work outside of the employees' normal
36 work schedule of 8 hours per day, or the applicable number of hours per day
37 pursuant to an approved alternate work schedule where available, the
38 Employer will not require employees to adjust their hours to remain within 80
39 hours that pay period.
40
41 b. A balance of no more than one hundred fifty (150) hours of authorized
42 compensatory overtime can be carried, except for unit employees in the
43 Department of Transportation.
44
45 c. Compensatory time must be used before annual leave unless the employee is
46 near the cap and would lose accrued annual leave.

- 1
2 d. The value of compensatory time is for equivalent time off only. Under no
3 circumstances shall payment be made for unused compensatory time.
4
5 e. In the Departments of Natural Resources and Transportation current practice
6 of accumulating compensatory time shall remain in effect.
7

8 3. Exception for Cash Payment to Ineligible Unit Employees.

9 At the sole discretion of the Appointing Authority, ineligible unit employees may
10 receive cash payment for overtime hours only on an exception basis, in
11 accordance with the following:
12

13 a. Cash Payment Determination. The Appointing Authority determines that
14 because of the nature of the work load in a particular departmental unit the
15 payment of cash for overtime hours worked is necessary.
16

17 b. Notice to Union. If such a determination is made, the Appointing Authority
18 shall provide a notice to the Union with a copy to the Office of the State
19 Employer and the Department of Civil Service. The notice will include the
20 reasons for exceptions, the names of affected unit employees, and the
21 expected duration of the exception.
22

23 c. Calculation for Cash Payment. If the exception is made to pay ineligible unit
24 employees for overtime, such unit employees shall be paid as follows for all
25 hours worked in excess of eight (8) hours per day and eighty (80) hours per
26 pay period:
27

- 28 (1) If their hourly rate, times one and one-half, is less than or equal to the
29 premium overtime rate.
30

31 Established each year by the Department of Civil Service, the unit
32 employee will be paid time and one half ($1^{1/2}$) their hourly rate for
33 overtime.
34

- 35 (2) If their hourly rate, times one and one-half, is greater than the premium
36 overtime rate established each year by the Department of Civil Service,
37 they will be paid the premium rate or straight time, whichever is greater.
38

- 39 (3) As long as the premium payment of overtime rate established each year
40 by the Department of Civil Service is equal to or greater than the
41 maximum rate for the Transportation Engineer 12, times one and one-
42 half, the parties agree to be governed by the Department of Civil Service
43 established rate.
44

1 (4) If the maximum rate for the Transportation Engineer 12, times one and
2 one-half, exceeds the premium rate established by the Department of
3 Civil Service, the new rate shall be subject to negotiation by the parties.
4

5 (5) Premium payment shall not be duplicated (pyramided) for the same
6 hours worked.
7

8 (6) "Hours worked in excess of eight (8) hours per day and eighty (80) hours
9 per pay period" for purposes of calculating cash overtime payment for
10 ineligible unit employees does not include sick leave.
11

12 4. DEQ-PEAS. Employees who are designated the Department of Environmental
13 Quality as responsible for responding to the Pollution Emergency Alerting
14 System (PEAS) shall receive cash payment in accordance with F.3(b) and (c)
15 above for each emergency response which is not contiguous to the employee's
16 regularly scheduled hours. At the beginning of each fiscal year, the employee
17 may designate whether PEAS response compensation in accordance with this
18 section will be made in cash or compensatory time.
19

20 G. Alternate Work Schedules.

21 Bargaining unit employees may request an alternate work schedule subject to the
22 following provisions:
23

24 1. An alternate work schedule is any work schedule requested by an employee,
25 other than a standard Monday through Friday, 8:00 a.m. to 5:00 p.m. schedule
26 with a one (1) hour lunch period. The appointing authority may determine that
27 work schedules of five 8-hour days a week other than 8:00 a.m. through 5:00
28 p.m. require only immediate supervisor approval and/or an alternate work
29 schedule request form need not be completed for this option.
30

31 2. The primary purpose for providing alternate work schedules is to provide flexible
32 work hours which will mutually benefit departmental program activities and
33 employees' individual preferences. Operational needs, and maintaining
34 efficiency, productivity, and cost savings for the department shall be considered
35 in determining the benefit to the department program activities. More specifically,
36 the determination shall be based on criteria such as, but not limited to, the
37 following:
38

- 39 • Ability to provide sufficient program staffing during all hours of operation
40 and emergencies. (Note: the appointing authority may determine that
41 each unit shall provide for coverage on specific days and during specific
42 times such as Monday through Friday 8:00 a.m. to 5:00 p.m.);
- 43 • Accessibility to other staff and the public;
- 44 • Availability of individual staff to meet program and workload needs;
- 45
- 46

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- Maintenance of program productivity and efficiency levels at no increase in cost;
- Effects on the ability to meet specific program requirements;
- Ability to provide full supervision where circumstances warrant as determined by the appointing authority;
- Facilities and operational circumstances;
- Performance and attendance; and,
- Accumulation of overtime or compensatory time.

3. Management shall have the discretion within the parameters of this section to approve or deny an adjusted work schedule, or to rescind previous approval with two pay periods notice. Rescission of an alternate work schedule shall not be grievable; however, rescission must be based upon one or more of the criteria listed in G(2) above.

In order to avoid rescinding approval of an alternate work schedule, employees may agree to temporarily modify their alternate work schedule to meet operational needs.

4. The alternate work schedule shall include a lunch period which may be either ½ hour or 1 hour as approved by supervision. This does not preclude an employee on occasion foregoing a lunch period with supervisory approval.

5. Options. Exempt employees (“Y” code) may apply for the schedule options below:

1. Four 9-hour days and one 4-hour day each week.
2. Alternating weeks consisting of five 8-hour days one week and four 9-hour days and one 4-hour day in the second week.
3. Eight 9-hour days and one 8-hour day.
4. Four 10-hour days.
5. A flexible eighty hour pay period (work schedule adjusted within each pay period).

Denial of requests for an alternate work schedule of either four 10-hour days or a flexible eighty hour pay period shall not be grievable, but will, however, be

1 based on one or more of the criteria outlined in G(2) above and will be handled
2 on a case-by-case basis.

3
4 Non-exempt employees ("N" code) may apply for schedule options below:

- 5
6 1. Four 9-hour days and one 4-hour day each week.
- 7
8 2. Alternating weeks consisting of five 8-hour days one week and four 9-
9 hour days and one 4-hour day in the second week.

10
11 In addition, the appointing authority may make available four 10-hour days per
12 calendar week, or a forty (40) hour work week (work schedule adjusted within
13 each week).

- 14
15 6. Leave usage. Absences shall be covered with appropriate leave credits in an
16 amount equal to the employee's scheduled work hours for that day.
- 17
18 7. Holidays. When a recognized holiday falls on a day when the employee is
19 scheduled to work more than eight hours, the difference between the eight hours
20 holiday time and the scheduled time may be made up by annual or
21 compensatory leave, or the employee may go back to a normal 8 hours per day,
22 5 day work week during that week or pay period. If the holiday falls on the
23 employee's scheduled day off resulting from the alternate work schedule, the
24 scheduled day off will be rescheduled.
- 25
26 8. Training. Schedules of employees required to participate in training may be
27 modified by supervision to a standard work period consisting of eight hours a
28 day, 5 days a week.

29
30 H. Voluntary Work Schedule Adjustment Program. Participation shall be on an
31 individual and completely voluntary basis. An employee may volunteer to participate
32 in the program by submitting a completed standard Voluntary Work Schedule
33 Adjustment Agreement form to his or her supervisor. Employees continue to have
34 the right, by not submitting a standard agreement form, to not participate in any of
35 the program's two plans.

36
37 Discretion to approve or disapprove an employee's request to participate in Plan A
38 and/or Plan C is reserved to the supervisor and Appointing Authority, based upon
39 whether such participation would adversely impact upon the Department's
40 operations and/or budget. In all other cases, once approved, the individual
41 agreement may be terminated by the Appointing Authority or the employee upon
42 giving ten (10) working days written notice to the other (or less, upon agreement of
43 the employee and the Appointing Authority). Termination shall be at the end of the
44 pay period. Termination of the agreement by the Appointing Authority shall not be
45 grievable.

1 Plan A. Biweekly Scheduled Hours Reduction.

2 1. Eligibility.

3 Only full-time employees who have satisfactorily completed at least 720 hours of
4 state classified service shall be eligible to participate in Plan A.

5
6 2. Definition.

7 With the approval of the supervisor and the Appointing Authority, an eligible
8 employee may elect to reduce the number of hours for which the employee is
9 scheduled to work by one (1) to sixteen (16) hours per pay period. The number
10 of hours by which the work schedule is reduced shall remain constant for the
11 duration of the agreement. The employee may enroll for a minimum of one (1)
12 pay period. The standard hours per pay period for the employee to receive the
13 benefits of paragraphs A.3 and A.4. below shall be adjusted downward from
14 eighty (80) by the number of hours by which the work schedule is reduced, but
15 not to an amount less than sixty-four (64.0) hours.

16
17 In addition, up to a one-week (40 hour) leave may be utilized within a single pay
18 period once during a fiscal year.

19
20 Time off on Plan A will be counted against an employee's twelve work week
21 leave entitlement under the federal Family and Medical Leave Act, if such time
22 off is for a qualifying purpose under the Act and if all other requirements of the
23 law and collective bargaining agreement are met.

24
25 3. Insurances.

26 All State-Sponsored Group Insurance Programs, including Long Term Disability
27 Insurance, in which the employee is enrolled shall continue without change in
28 coverages, benefits or premiums.

29
30 4. Leave Accruals and Service Credit.

31 Annual leave and sick leave accruals shall continue as if the employee had
32 worked or was in approved paid leave status for eighty (80) hours per pay period
33 for the duration of the agreement. State service credit shall remain at eighty (80)
34 hours per pay period for purposes of longevity compensation, pay step
35 increases, employment preference, holiday pay, and hours until rating.
36 Employees shall incur no break in service due to participating in Plan A.

37
38 Plan C. Leave of Absence.

39 1. Eligibility.

40 Full-time and part-time employees who have satisfactorily completed their initial
41 probationary period in the state classified service shall be eligible to participate in
42 Plan C. Permanent-intermittent employees are not eligible to participate.

43
44 2. Definition.

45 With the approval of the supervisor and the Appointing Authority, an employee
46 may elect to take one (1) unpaid leave of absence during the fiscal year for a

1 period of not less than one (1) pay period and not more than three (3) months.
2 The three (3) month period is not intended to be cumulative. Time off on Plan C
3 leave will be counted against an employee's twelve work week leave entitlement
4 under the federal Family and Medical Leave Act, if such time off is for a qualifying
5 purpose under the Act and if all other requirements of the law and collective
6 bargaining agreement are met.

7
8 **3. Insurances.**

9 All state-sponsored group insurance programs with the exception of Long Term
10 Disability (LTD) insurance, in which the employee is enrolled shall be continued
11 without change in coverage, benefits, or premiums for the duration of the leave of
12 absence, by the employee pre-paying the employee's share of the premiums for
13 the entire period of the leave of absence. LTD coverage will not continue during
14 the leave of absence, but will be automatically reinstated immediately upon
15 termination of the leave of absence. If an employee is enrolled in the LTD
16 insurance program at the time the leave of absence is initiated and becomes
17 eligible for disability benefits under LTD during the leave of absence, and is
18 unable to report to work on the agreed-upon termination date for the leave of
19 absence, the return-to-work date shall become the date established for the
20 disability, with the commencement of sick leave and LTD benefits when the sick
21 leave or waiting period is exhausted, whichever occurs later.

22
23 **4. Leave Accruals.**

24 Accumulated annual leave, personal leave, and sick leave balances will
25 automatically be frozen for the duration of the leave of absence. The employee
26 will not accrue leave credits during the leave of absence.

27
28 **5. Service Credit.**

29 An employee shall incur no break in service due to participating in Plan C.
30 However, no state service credit will be granted for any purpose.

31
32 **Article 20**
33 **PAID HOLIDAYS**

34
35 A. **Designated Holidays.** For the following holidays, permanent and limited term full time
36 unit employees shall be allowed eight (8) hours paid absence from work. Permanent
37 and limited term unit employees who work less than full time shall be allowed paid
38 absence from work in proportion to their average hours in pay status for the previous
39 six (6) pay periods:

<u>Day</u>	<u>Observance</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May

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1	Independence Day	July 4
2	Labor Day	First Monday in September
3	Veteran's Day	November 11
4	Election Day	(General Election Day In Even
5		Numbered Years)
6	Thanksgiving Day	Fourth Thursday in November
7	Day after Thanksgiving	Friday following Thanksgiving
8	Christmas Eve Day	December 24
9	Christmas Day	December 25
10	New Year's Eve Day	December 31

11
12 Paid Personal Leave Days credited on October 1, of each year (to be used in same
13 manner as annual leave Article 21, Section F).
14

15 **B. Observance.**

16 1. Holiday observance shall be in accordance with the schedule in Section A
17 except as follows:

18
19 a. A holiday that falls on Saturday shall be observed on the preceding Friday.
20 A holiday that falls on Sunday shall be observed on the following Monday.

21
22 b. When Christmas Eve or New Year's Eve falls on Friday, the holiday shall
23 be observed on the preceding Thursday. When Christmas Eve or New
24 Year's Eve falls on Sunday, the holiday shall be observed on the
25 preceding Friday.

26
27 2. Equivalent provisions for time off for holidays falling outside the scheduled work
28 week shall be made for unit employees working other than a Monday through
29 Friday schedule.

30
31 **C. Eligibility.**

32 1. Permanent and limited term unit employees, regardless of their work schedule,
33 qualify for paid holiday absence by being in full pay status on:

34
35 a. Their last scheduled work day immediately preceding the holiday and their
36 first scheduled workday following the holiday when both days fall within the
37 same biweekly work period; or,

38
39 b. Their last scheduled work day immediately preceding the holiday when the
40 holiday occurs or is observed on the last scheduled work day of the biweekly
41 work period; or,

42
43 c. Their first scheduled work day following the holiday when the holiday occurs
44 or is observed on the first scheduled work day of the biweekly work period.

1
2 (1) A newly hired unit employee shall not qualify for paid holiday absence for
3 a holiday occurring or observed on the first scheduled work day(s) of the
4 initial biweekly work period.
5

6 (2) A continuing unit employee returning from layoff or leave of absence,
7 whose first scheduled workday is the day after a holiday, shall qualify for
8 paid holiday absence for the holiday.
9

10 d. The holiday itself, as demonstrated by actually working on the holiday.
11

12 **D. Work on a Holiday.**

13 1. The Employer may require unit employees to work on a paid holiday. The
14 Employer specifically reserves the sole discretion to schedule or not schedule
15 unit employees on a paid holiday.
16

17 2. If it is determined that bargaining unit work is necessary for any contract holiday,
18 the Employer shall first seek qualified volunteers from the affected work unit from
19 among the employees who normally perform the work. When the Employer
20 schedules bargaining unit employees to work on a holiday and there are not
21 enough volunteers to work a specific day, assignments are made to bargaining
22 unit employees, who normally perform the work in the affected work unit, based
23 on inverse seniority. Once the least senior bargaining unit employee has worked
24 a holiday, they will not be assigned to work a holiday again until all bargaining
25 unit employees, who normally perform the work in the affected work unit, have
26 been assigned a holiday on an inverse seniority basis.
27

28 In the Department of Environmental Quality, work on a holiday will continue in
29 accordance with current practice.
30

31 3. Payment for work on a holiday shall be in accordance with Article 19, "Hours of
32 Work and Overtime".
33

34 4. A unit employee required to work on a holiday, may upon mutual agreement with
35 the Appointing Authority, take another day in the same biweekly work period as a
36 holiday.
37

38 **Article 21**
39 **PAID ANNUAL LEAVE**
40

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

1
2 B. Accrual. Subsequent to the initial grant of sixteen (16) hours, annual leave shall not
3 be credited and available for use until the unit employee has completed seven
4 hundred twenty (720) hours of paid service in the initial appointment. Paid service in
5 excess of eighty (80) hours in a biweekly work period shall not be counted for
6 purposes of annual leave accrual. A unit employee in a permanent or limited term
7 position shall be entitled to annual leave with pay for each eighty (80) hours of paid
8 service or to a pro-rated amount if paid service is less than eighty (80) hours in the
9 pay period as follows:

10
11 ANNUAL LEAVE ACCRUAL TABLE

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

17
18 Additional Accrual. Unit employees in a permanent or limited term position who have
19 completed five years (10,400 hours) of currently continuous service shall earn
20 annual leave with pay in accordance with their total classified service including
21 military leave, subsequent to January 1, 1938 as follows:

22
23 ADDITIONAL ACCRUAL TABLE

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

36
37 C. Additional Credit. Solely for the purpose of additional annual leave, a unit employee
38 shall be allowed state service credit for:

- 39
- 40 1. Employment in any excepted or exempted position as provided for in Civil
41 Service Rules and Regulations dated May, 1983, Sections 2-1 and 2-2 in state
42 government which preceded entry into the state classified service;
 - 43
44 2. Up to five (5) years of honorable service in the armed forces of the United States
45 subsequent to January 1, 1938, for which a military leave of absence would have
46 been granted had the veteran been a state classified employee at the time of

1 entrance upon military service. When a unit employee separates from
2 employment and subsequently returns, military service previously credited shall
3 not count as current continuous state service for purposes of requalifying for
4 additional annual leave or longevity compensation if the unit employee previously
5 qualified for and received these benefits.
6

7 **D. Crediting.**

- 8 1. Annual leave shall be credited at the end of the biweekly work period in which
9 eighty (80) hours of paid service is completed. Annual leave shall be available for
10 use only in biweekly work periods subsequent to the biweekly work period in
11 which it is earned.
12
- 13 2. When paid service does not total eighty (80) hours in a biweekly work period, the
14 employee shall be credited with a pro-rated amount of leave for that work period
15 based on the number of hours in pay status divided by eighty (80) hours
16 multiplied by the applicable accrual rate.
17
- 18 3. No annual leave shall be authorized, credited or accumulated in excess of the
19 schedule below except that a unit employee who is suspended or dismissed in
20 accordance with this Agreement and who is subsequently returned to
21 employment with full back benefits by an arbitrator under Article 9, shall be
22 permitted annual leave accumulation in excess of the schedule below. Any
23 excess thereby created shall be liquidated within one (1) year from date of
24 reinstatement by means of paid time off work or forfeited. If the unit employee
25 separates from employment, for any reason during that one year grace period,
26 the unit employee or beneficiary shall be paid for no more than the maximum as
27 indicated below of unused credited annual leave.
28

29 **E. Utilization.** An employee may charge absence to annual leave with the approval of
30 the Employer. Annual leave shall not be credited or used in anticipation of future
31 leave credits. The Employer shall respond to a request for annual leave in a timely
32 manner, which is normally within ten (10) days of receipt of the request. If the
33 Employer denies a request for annual leave, they must state in writing the specific
34 reason why the leave was denied.
35

36 **F. Final Average Compensation.** No annual leave in excess of two hundred forty (240)
37 hours shall be included in final average compensation for purposes of calculating the
38 level of retirement benefits.
39

40 **G. Annual Leave Cap.** The cap on annual leave accumulation shall be in accordance
41 with the schedule below.
42

43 **H. Transfer And Payoff.** Employees who voluntarily transfer from one state department
44 to another shall be paid off at their current base rate of pay for their unused annual
45 leave subject to the applicable cap below. However, the employee may elect, in
46 writing, to transfer up to eighty (80) hours of accumulated annual leave. Annual

1 leave in excess of eighty (80) hours, if any, up to the maximum allowed in
2 accordance with the applicable accumulation cap may be transferred with the
3 approval of the appointing authority to whose service the employee transfers.
4

5 Employees who separate after completion of the initial 720 hours of service shall be
6 paid at their current hourly rate for the balance of their unused annual leave subject
7 to the applicable cap below.
8

9 ANNUAL LEAVE ACCUMULATION CAP

10 <u>Service Years</u>	11 <u>Accumulation Cap</u>	12 <u>Payoff Cap</u>
13 1 – 4	296	256
14 5 – 9	311	271
15 10 – 14	326	286
16 15 – 19	341	301
17 20 – 24	346	306
18 25 – 50	356	316

- 19
- 20 I. Banked Leave Time. Accumulated Banked Leave Time (BLT) may be used by an
21 employee in the same manner as regular annual leave. Accumulated BLT hours
22 shall not be counted against the employee's regular annual leave cap, known as part
23 a hours. Before incurring unpaid Plan A or Plan C hours all BLT hours must be
24 exhausted. The employee must exhaust all BLT hours prior to being considered for
25 any annual leave donation.
26

27 Upon an employee's separation, death or retirement from state service, unused BLT
28 hours shall be contributed by the state to the employee's account within the State of
29 Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan. Such
30 contribution shall be treated as non-elective employer contributions, and shall be
31 calculated using the product of the following: (i) the number of BLT hours and, (ii)
32 the employee's base hourly rate in effect at the time of the employee's separation,
33 death, or retirement from state service.
34

- 35 J. Personal Leave Day. After the unit employee completes his/her first 1,040 hours of
36 state service, he/she shall be entitled to two (2) personal leave days to be used in
37 accordance with normal requirements for annual leave usage. These leave days
38 shall be credited to annual leave balances on October 1, 1988, and thereafter on
39 each ensuing October 1.
40

- 41 K. Annual Leave Bank Donations.

42 1. Right to Receive Annual Leave Donations. Except as otherwise provided in this
43 Article, annual leave credits may be transferred to other employees under the
44 following conditions:
45

- 1 a. The receiving employee has successfully completed his/her first 1,040 hours
2 of state service and faces financial hardship due to serious injury or the
3 prolonged illness of the employee or his/her dependent spouse, child or
4 parent.
- 5
- 6 b. The receiving employee has exhausted all leave credits.
- 7
- 8 c. The receiving employee's absence has been approved.
- 9
- 10 d. An employee may receive a maximum donation of thirty (30) work days by
11 direct transfer of annual leave per calendar year. The right to donate hours
12 and receive hours through direct transfer is not limited to employees in this
13 bargaining unit where reciprocal agreements exist with other exclusive
14 representatives or provided for in the Civil Service Rules and Regulations for
15 Non-Exclusively Represented Employees.
- 16
- 17 e. An employee in this Bargaining Unit may receive a maximum of thirty (30)
18 work days per calendar year from the leave bank provided in this Section.
19 The thirty (30) work day maximum will be reduced by any hours received
20 through direct transfer.
- 21
- 22 f. If the receiving employee returns to work with unused donated hours, those
23 hours shall be transferred to the leave bank.
- 24

25 **2. The Right to Donate Annual Leave Hours**

- 26 a. Annual leave donations must be for a minimum of one (1) hour and a
27 maximum of forty (40) hours annually and donations shall be in whole hour
28 increments.
- 29
- 30 b. Employee donations are irrevocable.
- 31
- 32 c. The Office of the State Employer shall review requests and determine
33 eligibility to receive hours from the Union leave bank or through a direct
34 transfer of annual leave on an hour for hour basis.
- 35
- 36 d. Donations to the Union leave bank may occur at any time. Employee base
37 hours shall be converted to their monetary equivalent and deposited in Union
38 central leave bank.
- 39
- 40 e. A direct transfer of annual leave may occur at any time. Direct transfers shall
41 be on an hour for hour basis.
- 42

43 **L. School/Community Participation Leave.**

- 44 1. Intent. The parties recognize the positive role adult involvement in school and
45 community activities plays in promoting educational and community success.
46 The parties intend by this Section to foster employee involvement in school
47 sponsored activities and community programs.
- 48

1 2. Leave Credits. After 1040 hours of satisfactory state service, employees in a
2 permanent or limited term position shall annually receive eight (8) hours of paid
3 school participation leave to be used in accordance with the provisions of this
4 section and the normal requirements for annual leave usage, provided, however,
5 that such leave may be utilized in increments of one (1) hour if requested. The
6 leave may be used to cover employees absence from their scheduled work day
7 for reasonable travel to and from, and the duration of, the school or community
8 activity.
9

10 School/community participation leave shall be credited to employees on October
11 1 of each year, and shall not carry forward beyond the fiscal year.
12

13 3. Use Of School/Community Leave. Employees may use the leave to participate in
14 any school sponsored activity including but not limited to, tutoring, field trips,
15 classroom programs, school committees, including preschool programs.
16

17 The use of the leave is intended for active participation in school sponsored
18 secular activities by employees and not for mere attendance at school programs.
19 The school sponsored secular activities may take place before, during, or after
20 school.
21

22 The leave may also be used for active participation in any structured secular
23 community activity sponsored by a governmental agency, or a non-profit
24 community organization or agency, and not for mere attendance at community
25 events. For example, employees may use the leave to participate in community
26 activities such as serving as a volunteer docent for the State of Michigan
27 museum, making deliveries for meals on wheels, and construction work for
28 habitat for humanity.
29

30 To request school/community participation leave, employees shall complete a
31 school/community participation leave form provided by the employer.
32

33 4. Use of other leave. Employees shall be permitted to use annual leave and other
34 leave credits to participate in school programs and community events in
35 accordance with the normal requirements for the use of such leave. Additionally,
36 in accordance with this Agreement and to the extent that operational
37 considerations permit, an employee may, with supervisory approval, adjust
38 his/her work schedule to allow attendance or participation in school activities or
39 community events while working the regular number of work hours.
40

Article 22
PAID SICK LEAVE

41
42
43
44 A. Allowance. Every unit employee in a permanent or limited term position shall be
45 credited with four (4) hours of paid sick leave for each completed eighty (80) hours
46 of service or to a prorated amount if paid service is less than eighty (80) hours in the
47 pay period. Paid service in excess of eighty (80) hours in a biweekly work period
48 shall not be counted.
49

- 1 1. Sick leave shall be credited at the end of the biweekly work period. Sick leave
2 shall be considered as available for use only in pay periods subsequent to the
3 biweekly work period in which it is earned. The prorated amount shall be based
4 on the number of hours in pay status divided by eighty (80) hours multiplied by
5 four (4) hours.
6
- 7 2. Sick leave shall not be allowed in advance of being earned. If a unit employee
8 has insufficient sick leave credits to cover a period of absence, no allowance for
9 sick leave shall be posted in advance or in anticipation of future leave credits. In
10 the absence of sick and annual leave credits, payroll deduction (lost time) for the
11 time lost shall be made for the work period in which the absence occurred. The
12 unit employee may elect not to use annual leave to cover such absence.
13

14 B. Utilization. Sick leave may be utilized by a unit employee with the approval of the
15 Appointing Authority for the following reasons:
16

- 17 1. In the event of illness, injury, temporary disability, or exposure to contagious
18 disease endangering others, or for illness or injury in the immediate family, which
19 necessitates absence from work. "Immediate family" in such cases means the
20 unit employee's spouse, children, parents or foster parents, parents-in-law,
21 brothers, sisters, and any persons for whose financial or physical care the unit
22 employee is principally responsible.
23
- 24 2. Sick leave may be used for absence caused by the attendance at the funeral of a
25 relative, or person for whose financial or physical care the unit employee has
26 been principally responsible.
27
- 28 3. Sick leave may also be used for an appointment with a doctor, dentist, or other
29 recognized practitioner to the extent of time required to complete such
30 appointments when it is not possible to arrange such appointments for non-duty
31 hours.
32
- 33 4. A unit employee may also use sick leave for a health screening appointment at
34 an authorized Employer operated Health Screening Unit.
35

36 C. Disability Payment. In case of a work incapacitating injury or illness for which a unit
37 employee is or may be eligible for work disability benefits under the Michigan
38 Workers' Disability Compensation law, such unit employee, with the approval of the
39 Appointing Authority, may be allowed salary payment which, with the work disability
40 benefit, and any other statutory benefit, equals two-thirds (2/3) of the base salary or
41 wage. Leave credits may be utilized to the extent of the difference between such
42 payment and the unit employee's base salary or wage.
43

44 D. Pay for Accumulated Sick Leave
45 (Employees Initially Hired Before 10/1/80).
46

- 1 1. A unit employee who separates from the state classified service for retirement
2 purposes in accordance with the provisions of a State Retirement Act shall be
3 paid for fifty percent (50%) of unused accumulated sick leave as of the effective
4 date of separation, at the unit employee's final base rate of pay.
5
6 2. Upon separation from the state classified service for any reason other than
7 retirement or death, the unit employee shall be paid for a percentage of unused
8 accumulated sick leave in accordance with the following table of values. Payment
9 shall be made at the unit employee's final base rate of pay.

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

- 10
11
12
13
14
15
16
17
18
19
20 3. No payoff under this Section shall be made to any unit employee initially
21 appointed to the state classified service on or after October 1, 1980.
22
23 E. Proof. All requests for use of sick leave shall be certified by the unit employee as to
24 its purpose. The Appointing Authority may require that a unit employee, at the
25 Appointing Authority's cost, present medical certification of physical or mental fitness
26 to continue working.
27
28 F. Return to Service. Previous unused sick leave allowance shall be placed to the
29 credit of a laid off unit employee upon return to permanent employment within five
30 (5) years of such layoff. A separated unit employee who received payment for
31 unused accumulated sick leave under this Section and who returns to service shall
32 not be credited with any previous sick leave allowance.
33
34 G. Transfer. Any unit employee who transfers, or who is reassigned without a break in
35 service from one principal Department to another shall be credited with any unused
36 accumulated sick leave balance by the principal Department to which transferred or
37 reassigned.
38

Article 23
UNPAID LEAVE

- 39
40
41
42 A. Eligibility. Unit employees shall have the right to request a leave of absence without
43 pay in accordance with the provisions of this Article after the successful completion
44 of their probationary period (2,080 hours), except as otherwise provided in Section E
45 below.
46

1 B. Request Procedure. Any request for a leave of absence without pay shall be
2 submitted in writing by the unit employee to the unit employee's immediate
3 supervisor at least, except under emergency circumstances, thirty (30) calendar
4 days in advance of the proposed commencement date for the leave. A request for a
5 medical leave of absence may be submitted directly to the Appointing Authority. The
6 request shall state the reason for and the length of the leave of absence being
7 requested.

8
9 The immediate supervisor shall consult with the Appointing Authority and furnish a
10 written response within twenty (20) calendar days of the request. If a request for a
11 medical leave of absence is submitted directly to the Appointing Authority, a written
12 response will be furnished by the Appointing Authority within twenty (20) calendar
13 days of the request.

14
15 C. Approval. Except as otherwise provided in this Agreement, unit employees may be
16 granted a leave of absence without pay at the discretion of the Appointing Authority
17 for a period up to six (6) months. The Appointing Authority shall consider its
18 operational needs, the unit employee's length of service, performance record and
19 leave of absence history in reviewing requests for a leave of absence. Appointing
20 Authority determinations under this Section shall not be arbitrary, discriminatory or
21 capricious. Only under bona fide mitigating circumstances may a leave of absence
22 be extended beyond six (6) months. A unit employee may elect to carry a balance of
23 annual leave not to exceed eighty (80) hours during a leave of absence. An annual
24 leave balance in excess of eighty (80) hours up to a maximum of two hundred forty
25 (240) hours may be carried with the written approval of the Appointing Authority.
26 Such leave balances shall be made available to the unit employee upon return from
27 a leave of absence but may be utilized only with prior approval of the Appointing
28 Authority.

29
30 Payment for annual leave due a unit employee who fails to return from a leave of
31 absence shall be at the unit employee's last rate of pay.

32
33 D. Educational Leave of Absence. The Appointing Authority may approve an individual
34 unit employee's written request for a full-time educational leave of absence without
35 pay for an initial period of time up to one (1) year if the unit employee fulfills the
36 following criteria.

37
38 To qualify for such an educational leave, the unit employee must be admitted as a
39 full-time student as determined by the established requirements of the educational
40 institution relating to full-time status. Before the leave of absence can become
41 effective, a curriculum plan and proof of enrollment must be submitted by the unit
42 employee to his/her Appointing Authority. At the request of the Appointing Authority,
43 the unit employee shall provide evidence of continuous successful full-time
44 enrollment in such curriculum plan in order to remain on or renew such leave. Such
45 education shall be directly related to the unit employee's field of employment. Such
46 unit employee may return early from such a leave upon approval by the Appointing

1 Authority. The Appointing Authority shall approve or deny the request for leave of
2 absence without undue delay. Any denial shall include written explanation of the
3 denial, if requested by the unit employee.
4

5 **E. Medical Leave of Absence.**

6 1. Approval. Upon completion of the equivalent of at least six (6) months of full-time
7 employment, and depletion of accrued sick leave credits, a unit employee upon
8 request may be granted a leave of absence for a period of up to six (6) months
9 upon providing required medical information for personal illness, injury or
10 temporary disability necessitating his/her absence from work, if that unit
11 employee is in satisfactory employment status. The unit employee's request shall
12 include a written statement from the unit employee's physician indicating the
13 specific diagnosis and prognosis necessitating the unit employee's absence from
14 work and the expected return to work date.
15

16 A request to extend a medical leave of absence for an additional six (6) months
17 may be granted at the sole discretion of the Appointing Authority. The Appointing
18 Authority, in considering requests for extension, will consider verifiable medical
19 information that the unit employee can return to work at the end of the extension
20 period with the ability to fully perform the job.
21

22 The Appointing Authority reserves the right to have the unit employee examined
23 by a physician selected and paid by the Appointing Authority for the unit
24 employee's initial request, extension and/or return to work.
25

26 2. Medical Layoff. When a unit employee with five (5) or more years of continuous
27 service is denied a medical leave of absence or an extension, at the unit
28 employee's request, a medical layoff shall be entered into the unit employee's
29 employment history rather than a separation for denial of medical leave. The
30 appointing authority shall notify the unit employee in writing of his/her
31 departmental recall rights in accordance with Article 12, Section L(1) and (2)
32 upon providing medical certification within two (2) years from the date of denial of
33 the medical leave of absence or its extension, that the unit employee is able to
34 return to his/her regular job responsibilities. If the unit employee is unable to
35 return to work at the end of the two (2) year period, the unit employee will resign
36 or request a waived rights leave of absence.
37

38 This option may only be exercised once in a career. Unit employees recalled
39 under this provision shall not have such time treated as a break in service.
40

41 **F. Military Leave.** Whenever a unit employee enters into the active military service of
42 the United States, the unit employee shall be granted a military leave of absence as
43 provided under Civil Service Rules and Regulations, as amended throughout the
44 term of this Agreement, and applicable statutes.
45

1 G. Waived Rights Leave of Absence. An employee who terminates State employment
2 may be granted a waived rights leave of absence of up to one year. This type of
3 leave of absence is granted to protect the employee's continuous service, seniority,
4 and any benefits connected with length of service. Unit employees do not have the
5 right to return to State service at the end of a waived rights leave of absence but will
6 have the continuous nature of their service protected, provided they return to work
7 prior to the expiration of such leave. All requests for a waived rights leave of
8 absence must be made to the unit employee's Appointing Authority in writing. A unit
9 employee granted a waived rights leave of absence may not carry any annual leave
10 balance during such leave.

11
12 H. Layoff. Employees on a leave of absence who would be laid off if they were in active
13 employment status shall not be exempt from layoff by virtue of being on a leave of
14 absence.

15
16 I. Maternity/Paternity Leave. Upon written request, a unit employee shall, after the
17 birth of his/her child, or adoption of a child, be granted maternity/paternity leave for
18 up to six (6) months. Maternity/paternity leave may begin upon conclusion of any
19 paid sick leave to which the parent is entitled under Article 22 of this Agreement;
20 however, such leave must conclude for each parent within twelve months after the
21 birth or adoption of the child. In those instances where both parents are covered by
22 this provision, maternity/paternity leaves may be taken either concurrently or
23 consecutively. The Employer may grant an extension of such leave upon request of
24 the employee based on operational needs of the Employer.

25
26 Upon the birth of their child, or adoption of a newborn or special needs child, an
27 employee may certify the need to use up to two (2) weeks of sick leave prior to the
28 beginning of a maternity/paternity leave. The Employer shall consider requests for
29 annual leave immediately prior or subsequent to maternity/paternity leaves in the
30 same manner as requests for annual leave at other times.

31
32 J. Benefit Continuation. Unit employees who are granted a leave of absence may elect
33 to continue enrollment in the Group Basic and Major Medical Plan (or alternative
34 plan) at the time the leave begins. Such unit employees shall be eligible for
35 continued enrollment during the leave of absence by paying the full amount (100%)
36 of the premium. This provision shall be administered in conjunction with the LTD
37 provisions of Article 24, Section E. Such unit employees may likewise elect to
38 continue enrollment in the Group Dental Plan and/or Group Vision Plan for up to
39 eighteen (18) months by paying the full amount of the premium.

40
41 K. Family and Medical Leave Act Implementation. Except as otherwise provided by
42 specific further agreement between the Union and the Office of the State Employer,
43 the following provisions reflect the parties' agreement on implementation of the rights
44 and obligations of employees and the Employer under the terms of the Family and
45 Medical Leave Act ("FMLA" or "ACT"), as may be amended and its implementing

1 Regulations ("FMLA" or "Act") which takes effect for the Scientific and Engineering
2 bargaining unit on February 5, 1994.

3
4 1. Employee Rights. Rights provided to employees under the terms of the
5 collective bargaining agreement are not intended to be diminished by this
6 Section. Contractually guaranteed leaves of absence shall not be reduced by
7 virtue of implementation of the provisions of the Act.

8
9 2. Employer Rights. The rights vested in the Employer under the Act must be
10 exercised in accordance with the Act unless modified by the provisions of the
11 applicable collective bargaining agreement.

12
13 3. Computation of the "Twelve Month Period". The parties agree that an eligible
14 employee is entitled to a total of twelve work weeks of FMLA leave during the
15 twelve month period beginning on the first date the employee's parental, family
16 care, or medical leave is taken; the next twelve month period begins the first time
17 leave is taken after completion of any twelve month period.

18
19 4. Qualifying Purpose. The Act provides for leave with pay using applicable leave
20 credits or without pay for a total of twelve work weeks during a twelve month
21 period for one or more of the following reasons:

22
23 a. Because of the birth of a son or daughter of the employee and in order to care
24 for such son or daughter ("parental leave");

25
26 b. Because of the placement of a son or daughter with the employee for
27 adoption or foster care ("parental leave");

28
29 c. In order to care for the spouse, son, daughter, or parent of the employee, if
30 such spouse, son, daughter or parent has a serious health condition as
31 defined in the Act ("family care leave");

32
33 d. Because of a serious health condition, as defined in the Act, that makes the
34 employee unable to perform the functions of the position of the employee
35 ("medical leave").

36
37 5. Department of Labor Final Regulations and Court Decisions. The parties
38 recognize that the U.S. Department of Labor has issued its final regulations
39 implementing the Act effective April 6, 1995. However, the Employer may make
40 changes necessitated by any amendments to the Act and regulations or
41 subsequent court decisions. The Employer shall provide timely notice to the
42 Union and opportunity for the Union to meet to discuss the planned changes.
43 Such discussions shall not serve to delay implementation of any changes
44 mandated by law.

- 1 6. Complaints. Employee complaints alleging that the Employer has violated rights
2 conferred upon the employee by the FMLA are not grievances under the
3 collective bargaining agreement(s) between the Union and the Employer. Any
4 such complaints may be filed by an employee directly with the employee's
5 Appointing Authority. The Union may, but is not obligated to, assist the
6 employee in resolving the employee's complaint with the employee's Appointing
7 Authority. Complaints involving the application or interpretation of the FMLA or
8 its Regulations shall not be subject to arbitration under the collective bargaining
9 agreement(s) between the undersigned Union and the Employer.
10
- 11 7. Eligible Employee. For purposes of FMLA Family Care Leave, eligible
12 employees are those employees who have been employed by the Employer for
13 at least twelve months and have worked at least 1,250 hours in the previous
14 twelve months. An employee's eligibility for contractual leaves of absence
15 remain unaffected by this Section, however, such leaves will count towards the
16 employee's FMLA leave entitlement after the employee has been employed by
17 the Employer for at least 12 months and has worked 1,250 hours during the
18 previous twelve month period. Where the term "employee" is used in this
19 Section, it means, "eligible employee". For purposes of FMLA leave eligibility
20 "employed by the Employer" means "employed by the State of Michigan".
21
- 22 8. Twelve Work Weeks During a Twelve Month Period. An eligible employee is
23 entitled under the Act to a combined total of twelve work weeks of FMLA leave
24 during a twelve month period.
25
- 26 9. General Provisions.
- 27 a. Time off from work for a qualifying purpose under the Act ("FMLA leave") will
28 count towards the employee's unpaid leave of absence guaranteed as
29 provided by an applicable collective bargaining agreement. Time off for
30 family care leave will be as provided under the Act.
31
- 32 b. Employees may request and shall be allowed to use accrued annual or
33 personal leave to substitute for any unpaid FMLA leave.
34
- 35 c. The Employer may designate a Leave of Absence under Plan C of the
36 Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA leave
37 if the employee provides information to the Employer that the leave is for a
38 qualifying purpose under the Act, prior to the end of the leave. A Plan A
39 reduced work schedule under the VWSAP may be designated by the
40 Employer as an FMLA leave if the employee provides information to the
41 Employer that the leave is for a qualifying purpose under the Act.
42
- 43 d. Employees may request to use accrued sick leave to substitute for unpaid
44 FMLA leave for the employee's own serious health condition or serious health
45 condition of the employee's spouse, child, or parent.
46

- e. The Employer may temporarily reassign an employee to an alternative position at the same classification and level in accordance with the Collective Bargaining Agreement when it is necessary to accommodate an intermittent leave or reduced work schedule in accordance with the Act. Such temporary reassignment may occur when the intermittent leave or reduced work schedule is intended to last longer than a total of ten workdays, whether consecutive or cumulative. Whenever possible, the Employer shall make reasonable efforts to reassign employees within their current work location. For purposes of Layoff and Recall, employees shall be considered to be in the layoff unit applicable to the employee's permanent position. Upon completion of an FMLA leave, employees shall be returned to their original positions in accordance with the Act.
- f. Second or third medical opinions, at the Employer's expense, may be required from health care providers where the leave is designated as counting against an employee's FMLA leave entitlement in accordance with the Act.
- g. Return to work from an FMLA leave will be in accordance with the provisions of the Act and the collective bargaining agreement.

10. Insurance Continuation. Health Plan benefits will continue in accordance with the Act.

11. Medical Leave. Up to twelve work weeks of paid or unpaid medical leave during a twelve month period, granted pursuant to the collective bargaining agreement, may count towards an eligible employee's FMLA leave entitlement.

12. Annual Leave. When an employee requests to use annual or personal leave, and it is determined, based on information provided to the Employer by the employee or the employee's spokesperson (in the event the employee is incapacitated or otherwise designates a point of contact) that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's 12 work week FMLA leave entitlement if the time is either:

- a. To substitute for an unpaid intermittent or reduced work schedule; or
- b. When the absence from work is intended to be for five or more work days.

13. Sick Leave. An employee may request to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that employees exhaust sick leave before a medical leave commences shall continue. In addition, employees will be required to exhaust sick leave credits down to 80 hours before a FMLA Family Care leave commences. If it is determined, based on information provided to the Employer by the employee or the employee's spokesperson (in the event the employee is incapacitated or

1 otherwise designates a point of contact) that the time is for a qualifying purpose
2 under the Act, the Employer may designate the time as FMLA leave and it will be
3 counted against the employee's 12 work week FMLA leave entitlement if the time
4 is either:

- 5
- 6 a. To substitute for an unpaid intermittent or reduced work schedule; or
- 7
- 8 b. When the absence from work is intended to be for five or more work days.
9 Annual leave or personal leave used in lieu of sick leave may be likewise
10 counted.
- 11

12 14. Parental Leave. Except as specifically provided herein, contractual parental
13 leave guarantees are unaffected by implementation of FMLA. An employee's
14 entitlement to parental leave will expire and must conclude within twelve months
15 after the birth, adoption, or foster care placement of a child. However, in
16 accordance with the Act, an eligible employee is only entitled to twelve work
17 weeks of leave for foster care placement of a child. Contractual parental leave
18 extensions beyond twelve months shall be administered as provided in an
19 applicable collective bargaining agreement. Up to twelve work weeks of leave will
20 be counted towards the FMLA leave entitlement. An employee may request to
21 substitute annual or personal leave for any portion of the unpaid parental leave.
22 Intermittent or reduced work schedules may only be taken with the Employer's
23 approval.

- 24
- 25 L. Disaster Response. A leave of absence without pay to provide disaster or
26 emergency relief assistance in this state may be granted to a bargaining unit
27 employee who is skilled in emergency relief assistance and certified as a disaster
28 service volunteer by the American Red Cross.
- 29

30 A leave of absence with pay to provide disaster or emergency relief assistance may
31 be granted to a bargaining unit employee who is skilled in emergency relief
32 assistance and certified as a disaster services volunteer by the American Red Cross
33 if the President or Governor has declared the disaster, and the American Red Cross
34 has requested the services of the employee. The Governor must approve the paid
35 leave of absence as provided in MCL 30.411a if the services are to be rendered
36 outside this state; the Employer must approve the paid leave of absence if the
37 services are to be rendered inside this state.

38
39 Denial of a bargaining unit employee's request for a disaster response leave of
40 absence, with or without pay, shall not be grievable.

Article 24
FRINGE BENEFITS AND INSURANCES

New hires will be permitted to enroll in group insurance plans for which they are eligible during their first thirty-one (31) days of employment. Eligibility for coverage under such plans is the first day of the biweekly pay period after enrollment, except for life insurance which shall be effective on the first day of employment.

A. The State Health Plan.

Effective January 1, 2003, the existing Basic and Major Medical Plan (State Health Plan Advantage) shall be replaced with the PPO plan which shall be known as the "State Health Plan". State Health Plan in-network and out-of-network benefits and applicable deductibles and co-payments are outlined in Appendix K. The Rules for Network Use are outlined in Appendix J.

1. Premium Splits.

Except as provided in Section J below, the employer shall pay 95% of the premium, and the enrolled employee shall pay 5% of the premium for the State Health Plan.

Effective October 1, 2008, except as provided in Section J below, the employer shall pay 90% of the premium, and the enrolled employee shall pay 10% of the premium for the State Health Plan.

2. Co-pay.

Applicable co-payments for in-network and out-of-network services under the State Health Plan are set forth in Appendix K.

Effective October 1, 2008, there will be a \$15 co-pay for an office visit, and a \$50 co-pay for emergency room visits if the patient is not admitted to the hospital. All other applicable co-payments for in-network and out-of-network services under the State Health Plan are set forth in Appendix K.

3. Deductibles and Out of Pocket Maximums for the State Health Plan.

The deductibles under the State Health Plan shall be \$200/individual and \$400/family per calendar year for in-network services and \$500/individual and \$1,000/family per calendar year for out-of-network services.

Effective January 1, 2009 the deductibles under the State Health Plan shall be \$300/individual and \$600/family per calendar year for in-network services and \$600/individual and \$1,200/family per calendar year for out-of-network services.

The maximum out of pocket cost per individual shall be \$1,000 and \$2,000/family per calendar year for in-network services and \$2,000/individual and \$4,000/family per calendar year for out-of-network services. The deductible does not apply towards the maximum out of pocket cost.

1
2 **B. State Health Plan Provisions.**

3 The Union shall continue to be entitled to participate as a member of the Labor
4 Management Health Care Committee. The Committee will continue to review and
5 monitor the progress of the actual implementation of the State Health Plan. It is
6 understood that each exclusively recognized employee organization will be entitled
7 to designate one (1) representative to participate in the Labor Management Health
8 Care Committee.

9
10 The Plan consists of the following principal components: pre-certification of all
11 hospital inpatient admissions; second surgical opinion; home health care; and
12 alternative delivery systems.

13
14 1. Pre-certification of Hospital Admission & Length of Stay. The pre-certification for
15 admission and length of stay component of the plan requires that the attending
16 physician submit to the third party administrator (TPA) the diagnosis, plan of
17 treatment and expected duration of admission. If the admission is not an
18 emergency, the submission must be made by the attending physician and the
19 review and approval granted by the TPA prior to admitting the covered individual
20 into the acute care facility. If the admission occurs as an emergency, the
21 attending physician is required to notify the TPA by telephone with the same
22 information on the next regular working day after the admission occurs. If the
23 admission is for a maternity delivery, advance approval for admission will not be
24 required; however, the admitting physician must notify the TPA before the
25 expected admission date to obtain the length-of-stay approval. There will be no
26 limitation on benefits caused by the attending physician's failure to obtain pre-
27 admission certification.

28
29 2. Second Surgical Opinion. An individual covered under the State Health Plan will
30 be entitled to a second surgical opinion. If that opinion conflicts with the first
31 opinion the individual will be entitled to a voluntary third surgical opinion. Second
32 and third surgical opinions shall be subject to a \$10 in-network office call fee or
33 covered at 90% after the deductible if obtained out-of-network.

34
35 Effective 10-1-08, second and third surgical opinions shall be subject to a \$15 in-
36 network office call fee or covered at 90% after the deductible if obtained out-of-
37 network.

38
39 3. Home Health Care. A program of home health care and home care services to
40 reduce the length of hospital stay and admissions shall also be available at the
41 employee's option. This component requires that the attending physician contact
42 the third party administrator to authorize home health care service in lieu of a
43 hospital admission or a continuation of a hospital confinement. The attending
44 physician must certify that the proper treatment of the disease or injury would
45 require continued confinement as a resident inpatient in a hospital in the absence
46 of the services and supplies provided as a part of the home health care plan. If

1 appropriate, certification will be granted for an estimated number of visits within a
2 specified period of time. The details of the types of services and charges that
3 shall be covered under this component include part-time or intermittent nursing
4 care by a registered nurse (R.N.) or licensed practical nurse if an R.N. was not
5 available; part-time or intermittent home health aid services; physical,
6 occupational and speech therapy; medical supplies, drugs and medicines
7 prescribed by a physician, and laboratory services provided by or on behalf of a
8 hospital, but only to the extent that they would have been covered if the individual
9 had remained or been confined in the hospital.

10
11 Home health care services under the SHP will be continued. Details of the
12 covered services will be provided in the SHP benefit booklet. Home health care
13 shall be available at the patient's option in lieu of hospital confinement. To
14 receive home health care services, a patient shall not be required to be
15 homebound. Home infusion therapy shall be covered as part of the home health
16 care benefit or covered by its separate components (e.g. durable medical
17 equipment and prescription drugs).

18
19 4. Alternative Delivery Systems. The State Health Plan shall also provide hospice
20 care and birthing center care benefits to employees and enrolled family
21 members. To be eligible for the hospice care benefit, the covered individual must
22 be diagnosed as terminally ill by the attending physician and/or hospice medical
23 director with a medical prognosis of six months or less life expectancy. Covered
24 hospice benefits include physical, occupational, and speech language therapy;
25 home health aid services; medical supplies; and nursing care. Covered hospice
26 benefits are not subject to the individual deductible or any co-payment and will be
27 paid only for services rendered by federally certified or state licensed hospices.
28 Hospice services covered under the SHP will be continued. Details of the
29 covered service will be provided in the SHP booklet. Both hospice care and
30 birthing center care shall be available to employees at their option in lieu of
31 hospital confinement. Birthing center care is covered under the delivery and
32 nursery care benefit set forth in Appendix K.

33
34 5. Prescription Drugs. Bargaining unit members who are covered by the State
35 Health Plan will be enrolled in the alternative prescription drug PPO. The
36 Employer shall continue an optional mail order plan for maintenance prescription
37 drugs. The employee co-pay shall be \$7 per prescription for generic drugs and a
38 \$15 co-pay per prescription for brand name drugs for both the retail and mail
39 order drug plans. The brand name co-payment level will apply even when there
40 is no generic substitute, as well as to DAW prescriptions. Effective October 1,
41 2005, the employee co-pay for non-preferred brand name drugs will be \$30.00.

42
43 Effective October 1, 2008, the plan will include the programs of: Generics
44 Preferred, Step Therapy and Drug Quantity Management. The employee co-pay
45 at retail shall be \$10 per prescription for generic drugs, \$20 per prescription for
46 preferred brand name drugs, and \$40 for non-preferred brand name drugs. The

1 employee co-pay at mail order shall be \$20 per prescription for generic drugs,
2 \$40 per prescription for preferred brand name drugs, and \$80 for non-preferred
3 brand name drugs. The brand name co-payment level will apply even when there
4 is no generic substitute, as well as to DAW prescriptions. Under the Generics
5 Preferred program, a prescription marked DAW may result in an additional
6 charge to the employee of the difference in cost between the generic and the
7 brand name drug dispensed.

8
9 Brand name drugs determined to be non-preferred because of the availability of
10 a generic equivalent or a therapeutically or chemically equivalent brand name
11 drug shall be so designated by the pharmacy and therapeutics committee
12 comprised of independent physicians across various specialties. The State of
13 Michigan shall have no decision making authority in such determination.

14
15 Prescriptions purchased at non-participating pharmacies must be paid for by the
16 Plan member who then remits receipts to the vendor for reimbursement. The
17 amount of the reimbursement will not exceed the amount the vendor would have
18 paid to a participating pharmacy and will not include the applicable co-payment.

19
20 The member card shall identify all the participating pharmacies within a 30-mile
21 distance of the Plan member's home address zip code or, if there are more than
22 30 such participating pharmacies, the 30 participating pharmacies that are
23 closest to the Plan member's home.

24
25 Zyban and Nicotrol nasal spray for smoking cessation shall be included under the
26 prescription drug benefit.

27
28 All maintenance drugs filled at a participating retail pharmacy will only be
29 approved up to a 34 day supply.

- 30
31 6. Mental Health/Substance Abuse Services. Benefits for in-patient and out-patient
32 mental health care and substance abuse services shall be as outlined in
33 Appendix K.

34
35 If there is no network provider within a reasonable distance from the member's
36 home address (as determined by the Director of the Employee Benefits Division),
37 the vendor will authorize payment for covered services which are provided by a
38 non-network provider as permitted under the State Health Plan in effect prior to
39 the implementation of the PPO.

40
41 The State Health Plan will maintain a system of alternative provider referrals and
42 equivalent covered expense reimbursement which assures that, at the patient's
43 option, network providers to whom the patient is referred are neither state
44 employees nor providing services to a state agency at a worksite where the state
45 employee is employed.

1 7. Hearing. The State's hearing care program shall continue to be a benefit under
2 the State Health Plan. Such program shall include those benefits currently
3 provided, including audiometric exams, hearing aid evaluation tests, hearing aids
4 and fitting and binaural hearing aids when medically appropriate subject to a \$10
5 office call fee for the examination and shall be available once every 36 months
6 unless hearing loss changes to the degree determined upon advice by the State
7 Health Plan's medical policy team and audiology professionals. Effective October
8 1, 2008, the office call fee shall be \$15.

9
10 8. Wellness and Preventive Services. Wellness and preventive coverage in
11 accordance with the State Health Plan as outlined in Appendix K will be subject
12 to a maximum plan payment of \$1,500 for in-network services per individual per
13 calendar year. There shall be no coverage for wellness and preventive services
14 received out-of-network.

15
16 Effective January 1, 2006, the cost for a colonoscopy exam (one every ten years
17 beginning at age 50), and the cost for childhood immunizations will not be
18 applied toward the calendar year maximum. These services will be covered at
19 100% in-network with no deductible and out-of-network at 90% after the
20 deductible.

21
22 9. Weight Loss. Expenses of weight-loss clinic attendance are covered up to a
23 lifetime limit of \$300, if conditions are met as specified in either (1) or (2) below:

24
25 a. Employee or covered dependent is obese (defined as being more than 100
26 pounds overweight or more than 50% over ideal weight), and weight loss
27 clinic attendance is prescribed by a licensed physician and confirmed by a
28 second opinion; or

29
30 b. Employee or covered dependent is more than 50 pounds overweight or more
31 than 25% over ideal weight, has a diagnosed disease for which excess weight
32 is a complicating factor, and weight-loss clinic attendance is prescribed by a
33 licensed physician and confirmed by a second opinion.

34
35 Note: the \$300 amount will not apply to the State Health Plan deductible.

36
37 10. Orthopedic Inserts. Medically necessary orthopedic inserts for shoes, when
38 prescribed by a licensed physician, are covered under the State Health Plan.
39 This benefit is included under the durable medical equipment benefit in Appendix
40 K.

41
42 11. Blood Storage. Storage costs for blood that is self-donated by an employee or
43 covered dependent in preparation for his/her own scheduled surgery is covered
44 by the State Health Plan subject to the individual deductible.

45
46 12. Disease Management Program. The Disease Management Program currently

1 known as Blue Health Connection shall be included under the State Health Plan
2 as a covered benefit on a voluntary basis.

3
4 13. Survivor Conversion Option. The State recognizes its obligations under federal
5 "COBRA" legislation in case of a "qualifying event", as defined by that statute.

6
7 14. Health Risk Appraisal Program. The parties agree to continue extending the
8 health risk appraisal program to bargaining unit employees during the term of this
9 Agreement.

10
11 15. Open Enrollment. There shall be an annual open enrollment period offered to
12 unit employees in July or August of each year of this Agreement.

13
14 16. Smoking Cessation/Abatement Assistance. The State shall continue a program
15 for reimbursing employees for the fee they paid for enrolling in, and completing, a
16 smoking cessation/abatement program approved by their Appointing Authority.
17 The following conditions shall apply:

18
19 a. The reimbursement will be available for the employee's participation only.
20 Expenses incurred by the employee's dependents are not reimbursable,
21 even if the employee paid part or all of them.

22
23 b. The reimbursement shall be available on a one-time-only basis.

24
25 c. The amount of the reimbursement shall not exceed \$50.00.

26
27 d. The employee shall be required to produce proof satisfactory to the
28 Appointing Authority that the employee has completed the program, as well
29 as receipts for having paid the enrollment fee. No reimbursement shall be
30 required if a smoking cessation/abatement program is available to the
31 employee through his/her health care coverage at no additional charge.

32
33 e. This program shall not be considered a part of the State Health Plan, and
34 reimbursements are not payable through the State Health Plan. The
35 reimbursement shall be paid to eligible employees by the departmental
36 employer.

37
38 Transdermal patches: Bargaining unit employees shall continue to be eligible,
39 on a one-time-only basis, for reimbursement of the cost of transdermal
40 patches, less the \$2.00 co-payment, and accompanying smoking cessation
41 counseling not otherwise available as a covered benefit under the health plan
42 in which the employee is enrolled. An employee who has already received
43 reimbursement for transdermal patches under any program sponsored by the
44 State shall not be eligible for this benefit. Reimbursement shall be made by
45 the departmental employer.

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

10
11 18. Reimbursement For Certain Services And Equipment. The reimbursement for in-
12 network and out-of-network private duty nursing and acupuncture therapy shall
13 be 90% after the deductible is met.

14
15 19. Office Visits And Consultations. Effective January 1, 2003 in-network office visits
16 and office consultations will be subject to a \$10 co-pay and will not be applied
17 toward the individual or family deductible. Out-of-network office visits and office
18 consultations shall be covered at 90% after the deductible is met. Effective
19 October 1, 2008, the co-pay for office visits and office consultations shall be \$15.

20
21 20. In-Network And Out-Of-Network Access. In-network and out-of-network access
22 is described in the Letter of Understanding and attached Rules for Network Use
23 in Appendix J.

24
25 21. Effective October 1, 2005, in-network chiropractic spinal manipulation will be
26 subject to a \$10 co-pay and will not be subject to the deductible. Effective
27 October 1, 2008, in-network chiropractic spinal manipulation will be subject to a
28 \$15 co-pay and will not be subject to the deductible. Out-of-network chiropractic
29 spinal manipulation shall be covered at 90% after the deductible is met.

30
31 22. A PPO network for durable medical equipment (DME) and prosthetic and
32 orthotics appliances will be integrated into the SHP PPO with in-network
33 reimbursed at 100% and out-of-network reimbursed at 80% of approved charges.
34 No deductible will be required.

35
36 C. Health Maintenance Organizations (HMOs).

37 As an alternative to the state-sponsored health insurance program, enrollment in an
38 HMO shall be offered to those employees residing in areas where qualified licensed
39 HMOs are in operation. The State shall pay the same dollar value contribution
40 toward HMO membership (per enrolled employee) as is paid to the state-sponsored
41 health insurance program for both employee and employee/dependent coverage,
42 except where the membership cost is less than the state-sponsored health
43 insurance program premium. In such case, the State shall pay that rate published
44 by the Employee Benefits Division. If an employee moves to a new permanent
45 residence outside the service area of the authorized HMO in which s/he is enrolled,
46 the employee may transfer such enrollment to the State Health Plan or to another

1 authorized HMO serving the new residence area. Effective October 1, 2008 the
2 Employer shall pay 95% of the HMO premium up to the amount paid for the same
3 coverage code under the State Health Plan PPO.
4

5 The parties agree to meet annually through the Labor-Management Health Care
6 Committee to discuss HMO costs and make recommendations for changes in order
7 to keep HMOs affordable.
8

9 **D. Life Insurance.**

10 The Employer shall provide a state-sponsored group life insurance plan which has a
11 death benefit equal to 2.0 times annual salary rounded up to the nearest \$1,000.
12 The Employer shall pay 100% of the premium for this benefit.
13

14 The employee shall pay 100% of premiums for covered dependents. There shall be
15 no age ceiling for coverage for handicapped dependents, and such additional
16 coverage shall be provided without increased premium cost. A dependent will be
17 considered handicapped if he/she is unable to earn his/her own living because of
18 mental retardation or physical handicap and depends chiefly on the employee for
19 support and maintenance.
20

21 The employee may choose one from among five levels of dependent coverage:
22

- 23 • Spouse for \$1,500; child(ren) for \$1,000
- 24 • Spouse for \$5,000; child(ren) for \$2,500
- 25 • Spouse for \$10,000; child(ren) for \$5,000
- 26 • Spouse for \$25,000; child(ren) for \$10,000
- 27 • Spouse for \$0; child(ren) for \$10,000
28

29 Dependent coverage for children shall be limited to infants 15 days or older.
30

31 The employer agrees to continue the line-of-duty accidental death benefit of
32 \$100,000.
33

34 **E. Long Term Disability Insurance.**

35 The Employer shall maintain the existing long term disability insurance coverage,
36 except that effective October 1, 2005, the eligibility period for Plan II claimants who
37 remain totally disabled shall be reduced from age 70 to age 65, or for a period of 12-
38 months, whichever is greater. Additionally, the benefit period for "mental/nervous"
39 claims shall be limited to 24 months from the beginning of the time a claimant is
40 eligible to receive benefits. This limitation does not apply to mental health claims
41 where the claimant is under in-patient care. These changes shall only apply to new
42 claims made after October 1, 2005.
43

44 The Employer shall continue to provide a rider to the existing LTD insurance
45 program. All employees who are enrolled in the LTD insurance program shall
46 automatically be covered by this rider. The rider shall provide a waiver of 100% of

1 the health insurance (or HMO) premium while the enrolled employee is receiving
2 LTD insurance benefits for a maximum of six (6) months. The Employer shall pay
3 the entire cost of such rider. To thereafter continue health insurance (or HMO)
4 coverage during the LTD-compensable period, the employee shall be responsible for
5 remitting his/her share of the premium (if applicable). If not prohibited by the IRS, an
6 employee whose LTD rider has expired, may transfer immediately to a state-
7 employee spouse's health plan.

8
9 The LTD benefit shall be payable twice monthly for the first six months of disability;
10 after six months, benefits shall be paid monthly.

11
12 An employee may "freeze" any sick leave accrued during the period when he/she is
13 using up sick leave because of the disability which leads directly to receiving LTD
14 benefits.

15
16 The monthly maximum benefit will be \$5000 for disabilities beginning after
17 September 30, 2002.

18
19 F. Group Dental Plans.

20 1. Except as provided in section J. below, the Employer shall pay 95% of the
21 applicable premium for employees enrolled in the State Dental Plan.

22
23 2. Benefits payable under the State Dental Plan will be as follows:

24
25 a. 90% of actual fee or usual, customary and reasonable fee, whichever is
26 lower, for restorative, endodontic, and periodontic services (x-rays, fillings,
27 root canals, inlays, crowns, etc.).

28
29 b. There shall be a yearly maximum benefit of \$1,500 per person, which does
30 not include orthodontics. For orthodontics there shall be a separate \$1,500
31 lifetime maximum benefit.

32
33 3. Covered Dental Expenses.

34 The State Dental Plan will pay for incurred claims for employee and/or enrolled
35 dependents at the applicable percentage of either the actual fee or the usual,
36 customary and reasonable fee, whichever is lower, for the dental benefits
37 covered under the State Dental Plan for each covered person in each twelve (12)
38 month period (fiscal year) exclusive of orthodontics for which there is a separate
39 lifetime maximum benefit.

40
41 a. The following services will be paid at the 100% benefit level:

42
43 Diagnostic Services:

- 44 • Oral examinations and consultations twice in a fiscal year.
- 45 • Effective October 1, 2005, oral Exfoliative Cytology (brush biopsy) will be
46 covered when warranted from a visual and tactile examination.

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Preventive Services:

- Prophylaxis - teeth cleaning three times in a fiscal year;
- Topical application of fluoride for children up to age 19, twice in a fiscal year.
- Space maintainers for children up to age 14, unless an older age is specifically authorized by the dental plan administrator.

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

Radiographs:

- Bite-wing x-rays once in a fiscal year unless special need is shown to the satisfaction of the dental plan administrator.
- Full mouth x-rays once in a 5 year period unless special need is shown to the satisfaction of the dental plan administrator.

Restorative Services:

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

Oral Surgery:

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

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.

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.

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

- Repair or rebasing of an existing full or partial denture;
- Initial installation of fixed bridgework;
- Initial installation of partial or full removable dentures (including

adjustments for 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).

d. The following orthodontic services will be paid at the 60% benefit level:

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

4. Point Of Service PPO. Bargaining unit employees and dependents enrolled in the State Dental Plan may avail themselves of improved benefit levels at no additional cost to the plan by utilizing dental care providers who are members of the "dental point of service PPO." The benefit levels and co-payment levels for specific services are as provided below. Enrolled employees and dependents utilizing dental care providers who are not members of the dental point of service PPO shall be subject to current coverage levels and benefits described in Subsections 2 and 3 of this Section.

<u>Benefit</u>	<u>Current Level</u>	<u>Point Of Service PPO Level</u>
Diagnostic Services (Exams)	100%	100%
Preventive Services	100%	100%
Radiographs	90%	100%
Restorative (Fillings)	90%	100%
Oral Surgery (Extractions)	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%
Prostodontics Repairs	50%	100%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%

1	Annual Maximum	\$1,500	\$1,500
2	Lifetime Orthodontics Limit	\$1,500	\$1,500

3
4 5. Sealants.

5 Application of sealants shall be a covered benefit for permanent molars only,
6 which must be free from restoration or decay at the time of application. Sealants
7 shall be payable only up to the age of 14 years. Payments will be made on a
8 per-tooth basis. No benefit shall be payable on the same tooth within three years
9 following a previous sealant application. The dental plan will pay 50% of the
10 reasonable and customary amount of the sealant application charge, with the
11 employee or covered dependent to pay the remainder of the charge. Under the
12 dental point of service PPO, the plan shall pay 70% of the charge.
13

14 6. Dental Maintenance Organization.

15 The Employer shall continue to offer bargaining unit employees the option of
16 voluntarily enrolling in the dental maintenance organization (DMO). The parties
17 understand that the state-approved service area for the DMO program
18 encompasses only certain geographical areas. The DMO will grant a properly
19 completed out-of-area waiver application from a unit employee. The parties also
20 understand that all eligible dental services must be provided by a DMO network
21 provider in order for coverage to be in effect (except for emergency treatment for
22 the immediate relief of pain and suffering when the enrollee is more than fifty
23 miles from a participating provider, which will be reimbursed at fifty percent (50%)
24 of the usual, customary and reasonable rate of the non-participating provider).
25

26 7. Preventive Dental Plan.

27 A preventive dental plan will continue to be made available as a voluntary option
28 for employees under the flexible benefits plan provided for in Section H. of this
29 Article.
30

31 8. Open Enrollment.

32 An annual open enrollment period shall be provided to all employees in July or
33 August of each year of this agreement.
34

35 G. Vision Care Plan.

36 Except as provided in Section J. below, the employer will provide a Vision Care Plan
37 paying one hundred percent (100%) of the applicable premium for employees and
38 dependents enrolled in the plan.
39

40 1. Participating Providers: Benefits payable under the plan for participating
41 providers will be as follows:

42
43 a. Examination -- payable once in any twelve (12) month period with an
44 employee co-payment of \$5.00.

45
46 b. Lenses and frames -- payable once in any twenty-four (24) month period with

1 an employee co-payment of \$7.50 for eyeglass lenses and frames and \$7.50
2 for medically necessary s. However, the benefit interval (for participating
3 providers) shall be once in a 12-month period, if there has been a prescription
4 change. The maximum diameter measure of covered lenses shall be 71
5 millimeters.

- 6
7 c. Contact lenses not medically necessary -- the plan will pay a maximum of \$90
8 and the employee shall pay any additional charge of the provider for such
9 lenses. The co-payment provision under B. is not required.

10
11 Medically necessary means (1) the member's visual acuity cannot otherwise
12 be corrected to 20/70 in the better eye; or (2) the member has one of the
13 following visual conditions: keratoconus, irregular astigmatism or irregular
14 corneal curvature.

15
16 The maximum benefit paid for eyeglass frames to participating providers shall
17 be the provider's costs or \$25, whichever is less, plus dispensing fee.

18
19 2. Non-Par Providers: Payments for non-participating providers:

- 20
21 a. For vision testing examinations: Once in any twelve (12) month period, the
22 plan will pay 75% of the reasonable and customary charge after it has been
23 reduced by the member's co-payment of \$5.00.
24
25 b. For eyeglass lenses: The plan will pay the provider's charge or the amount
26 set forth below, whichever is less.

27
28 1. Regular Lenses:

29 Single Vision.....\$13.00/Pair
30 Bifocal.....20.00/Pair
31 Trifocal.....24.00/Pair

32
33 2. Contact Lenses:

34 Medically Necessary
35 As Defined In Subsection C. above\$96.00/Pair
36 Not Medically Necessary..... \$40.00/Pair

37
38 3. Special Lenses:

39
40 For covered special lenses (e.g., aphatic, lenticular and aspheric) the plan
41 will pay 50% of the provider's charge for the lenses or 75% of the average
42 covered vision expense benefits paid to participating providers for
43 comparable lenses, whichever is less.

44
45 4. Additional charges for plastic lenses:
46

1 \$ 3.00/pair, plus benefit provided above for covered lenses.

2
3 5. Additional charges for tints equal to rose tints:

4
5 #1 and #2..... \$3.00/pair

6
7 6. Additional charges for prism lenses \$2.00/pair

8
9 When only one lens is required, the plan will pay one-half of the applicable
10 amount per pair shown above.

11
12 c. For eyeglass frames: The plan will pay the provider's charges or \$14.00,
13 whichever is less.

14
15 An annual open enrollment period shall be provided to all employees in July
16 or August of each year of this Agreement.

17
18 H. Flexible Benefits Plan.

19 A flexible benefits plan shall be offered to all bargaining unit employees during the
20 annual enrollment process and shall be effective the first full pay period in the new
21 fiscal year.

22
23 The plan will consist of the group insurance programs with various options available
24 to bargaining unit employees. Financial incentives will be paid to employees who
25 select: a catastrophic health plan rather than the standard health plan coverage, a
26 preventive dental coverage rather than the standard state dental plan or reduced life
27 insurance coverage (one times salary or \$50,000 rather than two times salary). In
28 addition, members who elect no health care or dental coverage will receive a
29 financial incentive.

30
31 Changes in benefit selections may be made by employees each year during the
32 annual enrollment process or when there is a change in family status as defined by
33 the IRS.

34
35 Incentives are paid each year and are the same regardless of an employee's
36 category of coverage. For example, an employee enrolled in employee-only
37 coverage electing the catastrophic health plan for FY05-06 will receive \$1,300 as will
38 an employee enrolled in full-family coverage electing the catastrophic health plan.

39
40 Incentives to be paid during each fiscal year will be determined in conjunction with
41 the annual rate setting process. The amount of the incentive to be paid to
42 employees selecting the lower-level life insurance coverage is based on an
43 individual's annual salary and the rate per \$1,000 of coverage, and therefore may
44 differ from employee to employee. Financial incentives under the flexible benefits
45 plan to employees electing catastrophic health, no health care, and/or reduced life
46 plan will be paid on a biweekly basis. Those choosing the preventive dental plan or

1 no dental plan will receive a lump sum payment.

2
3 I. Insurance Premiums While On Layoff And Leave Of Absence.

4 An employee actually separated by reason of layoff from state employment, on an
5 indefinite basis, may elect to prepay the employee's share of premiums for health,
6 dental, vision and life insurance coverage for the two (2) additional pay periods after
7 layoff, by having such premiums deducted from the paycheck covering the final pay
8 period in pay status. The Employer shall pay the employer's share of premiums for
9 health, dental and life insurance coverage for two (2) pay periods for any employee
10 who elects this option.

11
12 Such coverage for health, dental, vision and life insurance shall continue
13 uninterrupted for the two (2) pay periods referred to above. Election of this option
14 shall not affect the eligibility of the employee to thereafter continue insurance
15 coverage for the remaining period of continuation coverage by directly paying the
16 entire premiums therefore in accordance with current practice.

17
18 The maximum continuation coverage period for each insurance program shall be as
19 follows: health -- 3 years; dental -- 18 months; vision care -- 18 months; life -- 1 year.

20
21 Permanent full-time employees who do not use the entire two (2) pay periods
22 because of recall, or otherwise returning to state employment on a permanent basis,
23 shall retain this option for full use once in a fiscal (contract) year.

24
25 Nothing herein diminishes the rights of a laid-off employee under federal "COBRA"
26 legislation.

27
28 J. Group Insurance Premiums For Less Than Full-Time Employees.

29 Premium payment and eligibility for coverage for permanent intermittent employees
30 shall continue in accordance with current practice.

31
32 Employees hired on or after January 1, 2000 who are appointed to a position with a
33 regular work schedule consisting of 40 hours or less per biweekly pay period shall
34 pay fifty percent (50%) of the premium for health, dental and vision insurance. This
35 shall not apply to an employee appointed to a permanent-intermittent position.
36 Eligibility for enrollment shall be in accordance with current contractual provisions.

37
38 Employees who have a regular work schedule of 40 hours or less per biweekly pay
39 period who are temporarily placed on a regular work schedule of more than 40 hours
40 per biweekly pay period for a period expected to last six months or more, shall be
41 considered as working a regular work schedule of more than 40 hours for the period
42 of the temporary schedule adjustment.

43
44 K. Flexible Compensation Plan.

45 The Employer's pre-tax dollar deduction program is extended to bargaining unit
46 employees. Under such a program, employee contributions for premiums for health

1 insurance and dental insurance shall be made after FICA calculations, but before
2 income tax withholding calculations are made.
3

4 Bargaining unit employees shall be offered the option to participate in the State of
5 Michigan dependent care and/or medical spending accounts authorized by, and
6 established by the State in accordance with current Section 125 of the U.S. Internal
7 Revenue Service Code.
8

9 **Article 25**
10 **COMPENSATION**

11
12 A. Rates of Compensation.

13 *(Pursuant to the previous economic agreement for FY 2007-2008, effective the*
14 *beginning of the first full pay period in April, 2008, each hourly rate shall be*
15 *increased by 2%.)*

16
17 1. Base Wage Increase.

18
19 a. Fiscal Year 2008-2009: Effective October 1, 2008, the hourly rate on
20 September 30, 2008 shall remain in effect.
21

22 b. Fiscal Year 2009-2010: Effective October 1, 2009 each hourly rate shall be
23 increased by 1%.
24

25 c. Fiscal Year 2010-2011: Effective October 1, 2010, each hourly rate shall be
26 increased by 3%.
27

28 2. Rates Of Compensation.

29 Effective October 1, 2005, a new base step will be added to each level of each
30 pay range which shall be the current base step minus the difference between the
31 current base step and the first step. In the event that the creation of such a new
32 base step results in an employee employed in this bargaining unit on January 1,
33 2005 being placed at a lower pay rate upon promotion than they would have
34 received under the pay range structure in place on September 30, 2005, the
35 Employer will utilize provisions of Civil Service Regulation 5.01 Section 3.d.3.a(3)
36 to grant an additional step.
37

38 B. Longevity.

39
40 [See Appendix G]
41

42 C. Standby Pay. Any unit employee who is required in writing by the Employer to
43 standby for recall to duty shall receive one (1) hour's pay for each five (5) hours of
44 time spent on standby.
45

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

6
7 In accordance with the provisions of this Article, call-back pay shall be paid as
8 follows:

- 9
10 1. Employees at the 9 (IV) and 10 (V) levels shall be eligible for a minimum of two
11 (2) hours call-back pay in the event such employees are called back to work.
12
13 2. Employees at the 11 (VI) level and above shall be eligible for a minimum of three
14 (3) hours compensatory time in the event such employees are called back to
15 work.

16
17 If an employee has been placed on standby as provided by this Agreement, and is
18 called back during that time, standby pay shall cease at the point in time the
19 employee is called back.

20
21 E. Shift Differential. Employees shall be paid a shift differential of five percent (5%) per
22 hour above their base rate for all hours worked in a day if fifty percent (50%) or more
23 of their regular schedule for that day falls between 4:00 pm and 5:00 am.

24
25 F. Heights And Tunnels Premium. All unit employees shall be eligible for \$1.00 per
26 hour premium for each hour worked for a minimum of four (4) hours per day, for
27 work in:

- 28
29 1. High structures in excess of forty (40) feet, requiring the use of scaffolding or
30 safety harnesses; work performed from "safety buckets" (aerial equipment) is not
31 considered high structure work.
32
33 2. Pressurized tunnels (new construction or reconstruction); work in "caissons" is
34 not considered tunnel work.

35
36 G. P-Rate. Eligibility for P-rate shall be in accordance with Bureau of Classification
37 Procedure 13 in effect on the date this Agreement is approved by the Civil Service
38 Commission.

39
40 An employee working in a "covered position" within the meaning of P.A. 301 of 1977,
41 as amended is eligible for P-Rate. This provision shall become effective
42 immediately upon approval of this Agreement by the Civil Service Commission.

43
44 For Retention/High Security Pay Premium see Appendix H.
45

1 H. Jury And Witness Duty/Fees. An employee is entitled to administrative leave (time
2 off with full pay) while serving on jury duty. To be eligible for administrative leave,
3 the employee must reimburse the Employer any compensation received, excluding
4 travel/meal reimbursement. The employee may elect to use annual leave, accrued
5 compensatory time, or lost time and keep the compensation paid by the court. Upon
6 being notified of jury duty, an employee shall provide notice to the Employer and
7 thereafter advise the Employer of the jury duty schedule on a daily basis. When not
8 selected for actual service, and only on call, the employee shall report for work as
9 scheduled. To receive administrative leave, the employee must:

- 10 1. Provide a copy of the jury duty summons to his/her supervisor;
- 11 2. Notify the supervisor of the jury duty schedule on a daily basis at or before the
- 12 beginning of the employee's scheduled work day;
- 13 3. Certify, in writing, each period of time actually served as a juror for which
- 14 administrative leave is requested;
- 15 4. Submit the jury duty pay stub as soon as it is received together with a payment
- 16 equal to the jury duty pay, in accordance with departmental procedures.
- 17
- 18
- 19
- 20
- 21

22 An employee requested or subpoenaed to appear before a court as a witness for the
23 people is entitled to administrative leave (time off with full pay) provided that the
24 employee certifies in writing the period of time of such appearance and for which
25 such administrative leave is requested. Employees must reimburse the department
26 for any witness fees received, up to the amount of their salary, and for any travel
27 expenses allowed by the court. Employees will be reimbursed for any travel
28 expenses in accordance with state standardized travel regulations.

29
30 If an employee is subpoenaed as a witness or appears in court in any capacity other
31 than as a witness for the people, he/she will not be considered as being on duty, nor
32 will administrative leave be granted. Any authorized absence shall be charged to
33 annual leave and the employee may retain any expenses or monies received from
34 the court. If any court appearance is required as a result of conduct occurring in the
35 course of employment where the employee had a reasonable basis for believing the
36 alleged conduct was within the scope of his/her authority, the employee will be
37 considered as being on duty.

38
39 I. Pharmacists. Effective October 1, 1996 all pay rates applicable to Pharmacist
40 classes in the bargaining unit shall be increased by \$1.00 per hour prior to
41 implementation of the 1.0% general increase previously agreed.

42
43 Pharmacists shall be paid an additional 10 percent at all steps in the pay ranges
44 effective October 1, 2005, prior to any across the board increase.

1 Additionally, effective October 1, 2005 an optional signing bonus may be paid to
2 attract eligible pharmacists who possess skills that are in high market demand. A
3 one-time lump sum bonus of up to \$2,500 may, at the employer's option, be paid to
4 new hires. Current employees are not eligible for the bonus. The bonus will only be
5 paid to secure a commitment from a highly qualified candidate and when filling hard-
6 to-fill positions. The employee must agree to pay back the entire bonus including tax
7 withholding thereon, if the employee leaves the department within one year of the
8 appointment. Payback remittances are owed and payable in full within 30 calendar
9 days of the termination date. Such remittance shall be taken as a negative gross
10 pay adjustment from the employee's final pay warrant, if possible. The signing
11 bonus is paid as a gross pay adjustment with the employee's first pay warrant.
12

13 Pharmacists with five (5) or more years of service as of November 1, 2006, will
14 receive a one-time retention bonus. Such payment will be the gross sum of \$1,500
15 made on the first pay date in December 2006.

16 J. Toxicologists. Effective October 1, 1996 Toxicologist classes shall be placed in the
17 following pay ranges:
18

Level	Old Range	New Range
9	730	732
10	733	734
P11	735	737
12	738	741
Spl 12	738	741
Spl 13	742	744
Spl 14	745	746
Spl 15	746	747

19
20 If additional levels within the Toxicologist class series are created, the parties agree
21 to meet to determine the appropriate pay range with the intent being to assign any
22 new Toxicologist levels to the pay ranges currently in use for the Epidemiologist
23 class at the same level.
24

25 K. Forensic Scientists. Effective October 1, 1999 Forensic Scientist classes shall
26 be placed in the following pay ranges:
27

LEVEL	OLD	NEW
9	730	730
10	733	727
P11	735	728
12	738	729
SPL13	742	570

1
2 Effective October 1, 2005, forensic scientists shall be paid the gross sum of \$500
3 per year as a clothing/cleaning allowance. Such payment shall be made on the first
4 pay date in December.

5
6 L. Effected Pay Rate Changes. The parties agree that pay rate changes as an
7 employee moves from entry to intermediate to journey level classifications shall be
8 as defined in the Civil Service Compensation Plan, Procedure 1, VI, except that
9 historical patterns shall continue to apply notwithstanding the impact of lump sum or
10 other general pay adjustments that have the effect of altering the historical pattern.

11
12 M. Severance Pay / Department of Community Health. In recognition of the fact that the
13 de-institutionalization of the Department of Community Health resident population
14 has resulted and will continue to result in the layoff of a large number of state
15 employees, and in recognition of the fact that such layoffs are likely to result in the
16 permanent termination of the employment relationship the parties hereby agree to
17 the establishment of severance pay for certain unit employees. The severance pay
18 shall be administered in accordance with the provisions of the Civil Service
19 Compensation Plan and these provisions are incorporated into this Agreement by
20 reference in their entirety.

21
22 **Article 26**
23 **COMPENSATION UNDER CONDITIONS OF GENERAL EMERGENCY**

24
25 A. General Emergency. Conditions of general emergency include, but are not
26 necessarily limited to, severe or unusual weather, civil disturbance, loss of utilities,
27 physical plant failures, or similar occurrences. Such conditions may be widespread
28 or limited to specific work locations.

29
30 B. Administrative Determination. When conditions in an affected area or specific
31 location warrant, state facilities may be ordered closed or, if closure is not possible
32 because of the necessity to continue services, a facility may be declared
33 inaccessible. The decision to close a state facility or to declare it inaccessible shall
34 be at the full discretion of the Governor or his designated representative.

35
36 C. Compensation in Situation of Closure. When a state facility is closed by the
37 Governor or his designated representative, affected unit employees shall be

1 authorized administrative leave for the period of the general emergency, or seven (7)
2 calendar days whichever is less, to cover their normally scheduled hours of work
3 during the period of closure. This provision shall not apply to employees who can be
4 temporarily reassigned to another facility or are able to perform appropriate job
5 responsibilities away from the facility.
6

7 Individual unit employees working at facilities ordered closed may still be required to
8 work to perform essential services during the period of closure. When such is the
9 case, the unit employee shall be compensated in the manner prescribed for
10 employees who work under conditions of declared inaccessibility.
11

12 D. Compensation in Situation of Inaccessibility. If a state facility has not been closed
13 but declared inaccessible in accordance with the Governor's policy, and a unit
14 employee is unable to report for work due to such conditions, he/she shall be
15 granted administrative leave to cover his/her normally scheduled hours of work
16 during the period of declared inaccessibility.
17

18 A unit employee who works at a state facility during the declared period of
19 inaccessibility shall be paid his/her regular salary and, if overtime work is required, in
20 accordance with the overtime provisions of this Agreement. In addition, such
21 employees shall also be granted compensatory time off equal to the number of
22 hours worked during the period of declared inaccessibility. Compensatory time shall
23 not accrue at the premium rate.
24

25 E. Additional Timekeeping Procedures. If a state facility has not been closed or
26 declared inaccessible during severe weather or other emergency conditions, an
27 employee unable to report to work because of these conditions shall be allowed to
28 use annual leave or compensatory time credits. If sufficient time credits are not
29 available the employee shall be placed on lost time.
30

31 When an employee is absent from a scheduled work period, a portion of which is
32 covered by declaration of closure or inaccessibility, annual leave or compensatory
33 time credits may be used to cover that portion of his/her absence not covered by
34 administrative leave. If sufficient credits are not available, the employee shall be
35 placed on lost time. Employees who are absent due to sick or annual leave usage or
36 who have previously scheduled annual leave during the period of closure or
37 inaccessibility shall not be entitled to administrative leave. If an employee is
38 scheduled to return to work while the building remains closed or inaccessible the
39 employee shall then be eligible for such administrative leave.
40

41 Employees who suffer lost time as the result of the application of this policy shall
42 receive credit for the completed biweekly work period for all other purposes.
43
44
45
46

Article 27
DEFERRED COMPENSATION

- 1
2
3
4 A. Deferred Compensation I (Qualified 457 Tax Sheltered Plan). The Employer agrees
5 to continue the Deferred Compensation I (457 Plan I) for bargaining unit employees.
6
7 B. Deferred Compensation II (Qualified 401(k) Tax Sheltered Plan). The parties agree
8 that all provisions and benefits of the "Michigan State Employee Deferred
9 Compensation Plan II" (401-K PLAN II) shall continue for bargaining unit employees.

10
11 **Article 28**
12 **FLEXIBLE COMPENSATION PLAN**

- 13
14 A. Employees in this bargaining unit shall be eligible for a pre-tax dollar deduction of
15 group insurance premiums from gross pay.
16
17 B. Employees in this bargaining unit will be eligible to participate in the State of
18 Michigan Dependent Care and Medical Spending Accounts authorized in
19 accordance with Section 125 of the Internal Revenue Service code. Enrollment
20 period for the accounts is during the month of November.

21
22 **Article 29**
23 **WORKING OUT OF CLASS**

24
25 *(In accordance with Civil Service Rule 6-3.2, the parties cannot negotiate working out of*
26 *class as it is a prohibited subject of bargaining.)*
27

28 **Article 30**
29 **MANAGEMENT RIGHTS**

- 30
31 A. It is understood and agreed by the parties that the Employer possesses the sole
32 power, duty and right to operate and manage its departments, agencies, and
33 programs and carry out constitutional, statutory and administrative policy mandates
34 and goals. The powers, authority and discretion necessary for the Employer to
35 exercise its rights and carry out its responsibilities shall be limited only by the
36 express written terms of this Agreement, and then only to the extent so specifically
37 limited. Any term or condition of employment other than the wages, benefits, and
38 other terms and conditions of employment specifically established or modified by this
39 Agreement shall remain solely within the discretion of the Employer to determine,
40 establish or modify.
41
42 B. Management rights include, by way of illustration and not by way of limitation, the
43 right without engaging in negotiations with the Union, to:
44

- 1 1. Determine matters of managerial policy, mission of the agency, budget, the
2 method, means and personnel by which the Employer's operations are to be
3 conducted; organization structure; standards of service and maintenance of
4 efficiency; the right to select, promote, assign or transfer employees; discipline
5 employees for just cause; and in cases of temporary emergency, to take
6 whatever action management deems necessary to carry out the agency's
7 mission.
8
- 9 2. Utilize personnel, methods and means in the most appropriate and efficient
10 manner as determined by the Employer.
11
- 12 3. Determine the size and composition of the work force, determine the work of unit
13 employees, determine the amount and type of work needed and, in accordance
14 with such determination, relieve unit employees from duty.
15
- 16 4. To devise the means and methods to continue its operations and to determine
17 the methods and schedules of operation, the means, methods, and processes of
18 carrying on the work including changes therein, the institution of new and/or
19 improved methods or changes therein.
20
- 21 5. Adopt rules and regulations affecting the operation of the work place.
22
- 23 6. Determine without restriction the qualification of unit employees for any and all
24 positions to be filled by the State.
25
- 26 7. Determine the location or relocation of its facilities, including the establishment or
27 relocations of new buildings, Departments, divisions or subdivisions thereof; and
28 the location and/or relocation or closing of offices, Departments, divisions or
29 subdivisions, buildings or other facilities.
30
- 31 8. Determine the financial policies, including all accounting and expenditure
32 procedures, and all matters pertaining to public relations.
33
- 34 9. Determine the size of the management organization, its functions, authority,
35 amount of supervision and table of organization.
36
- 37 10. To take whatever action deemed necessary to carry out governmental functions
38 in event of emergency.
39
40

Article 31
NO STRIKE/NO LOCKOUT

- 41
- 42
- 43
- 44 A. The Union recognizes the responsibility of the State to provide for uninterrupted
45 services to the public. Therefore, for the duration of this Agreement, neither the
46 Union, either individually or through its members, nor any unit employees covered by

1 this Agreement, will authorize, instigate, condone, or take part in any strike, work
2 stoppage, sit down, sit-in, slowdown or other concerted interruption of operations of
3 services by unit employees, and unit employees will maintain the full and proper
4 performance of duties in the event of a strike.
5

6 B. When the Employer notifies the Union by certified mail that any unit employee(s) is
7 (are) engaged in any such strike activity, the Union shall immediately inform such
8 unit employees that such activity is violative of this Agreement and contrary to the
9 Civil Service Rules and Regulations.

10
11 C. The Employer agrees not to engage in any illegal lockout against unit employees.
12

Article 32
SUB-CONTRACTING

13
14
15
16 A. The Employer recognizes its obligation to utilize bargaining unit employees in
17 accordance with the merit principles of the Civil Service Commission. The Employer
18 reserves the right to use contractual personal services in accordance with Civil
19 Service Rules and Regulations.
20

21 B. The Employer agrees to make reasonable efforts (not involving a delay in
22 implementation) to avoid or minimize the impact of such sub-contracting upon
23 bargaining unit employees.
24

25 C. Whenever an agency's preliminary evaluation indicates contracting personal
26 services may be in the best interests of the state and further evaluation is in order,
27 the union will be sent written notification. The union may request a meeting with the
28 Employer to discuss the issue.
29

30 Whenever the Employer intends to contract out or sub-contract personal services, or
31 modify or renew such services, the Employer shall, as early as possible, but no later
32 than the time the request is sent to Civil Service and at least fifteen (15) calendar
33 days prior to implementation, give written notice of its intent to the Union. Such
34 notice shall consist of a copy of all the documentation sent to Civil Service which
35 shall include such matters as:
36

- 37 1. The nature of the work to be performed or the service to be performed;
- 38 2. The proposed duration and cost of such sub-contracting;
- 39 3. The rationale for such sub-contracting.
40
41

42
43 D. The Employer shall upon written request, meet and confer with the Union over the
44 impact of the decision upon the bargaining unit. Such discussions shall not serve to
45 delay implementation of the Employer's decision.
46

- 1 E. Nothing provided in this Section shall prohibit the Union from challenging the
2 planned contracting or sub-contracting before the Civil Service Commission, nor
3 from appealing a departmental action which it alleges violates Civil Service Rules
4 and Regulations. The Employer's decision to contract or sub-contract is not
5 grievable under Article 9 of this Agreement and no arbitrator has jurisdiction over
6 either the Employer's decision to contract or sub-contract or the approval by the
7 Department of Civil Service of the Employer's request to contract.
8
- 9 F. If the request is a renewal of, or a new request for blanket pre-authorization of a
10 particular service, the Union shall be noticed no later than the time the request is
11 sent to Civil Service. This notice shall contain a copy of the request, and all related
12 background materials sent to Civil Service.
13
- 14 G. Where no CS-138 is required, the Employer shall submit a copy of the contract to
15 the Union, no later than ten week days prior to the execution of the contract.
16

Article 33
INTEGRITY OF THE BARGAINING UNIT

17
18
19
20 The Employer recognizes that the integrity of the bargaining unit is of significant
21 concern to the employees and the Union. Bargaining unit work shall, except as provided
22 below, be performed by bargaining unit employees. The Employer shall not assign
23 bargaining unit work to employees outside of the bargaining unit except in the case of
24 emergency, temporary work relief or to the extent that such work is a part of their duties
25 as provided in the Civil Service class specifications or to the extent that such
26 assignment is a matter of customary practice. In no event shall such assignments be
27 made for the purpose of reducing or eroding the Scientific and Engineering bargaining
28 unit.
29

Article 34
JOINT LABOR-MANAGEMENT ACTIVITIES

- 30
31
32
33 A. Disability Management. The parties agree that the issue of Disability Management is
34 a complex and difficult one which requires study. In addition, disability management
35 policies and programs, when fully implemented, may require changes in some of the
36 provisions of this Agreement. This project includes both the project director and the
37 project labor-management work group. Nothing in this Section is intended to
38 preclude the parties from working, jointly or separately, to learn more about disability
39 management and implementing mutually agreed upon programs. The parties agree
40 that, in the event the state adopts a disability management program, the contract
41 may be reopened for negotiations on this issue by mutual agreement.
42
- 43 B. The parties agree that the following topics are of importance to both the bargaining
44 unit and the Employer. As such, the parties will establish a committee consisting of
45 the same number of Management and Union representatives in order to discuss

1 these issues. At the request of either party, the committee will convene to meet and
2 discuss any of the following topics as they affect the bargaining unit statewide:

- 3
- 4 1. Training and Education
- 5 2. Health and Safety
- 6 3. Technology and Equipment
- 7 4. Supervisor/Employee Relations
- 8

9 C: Administrative leave for unit employees to attend such conferences will be provided
10 only for that number of unit employees mutually agreed upon between the Employer
11 and the Union.

12

Article 35
DRUG AND ALCOHOL TESTING

13

14

15

16 The parties recognize that drug and/or alcohol abuse by an employee often contributes
17 to less than satisfactory attendance and job performance, and may needlessly
18 endanger the safety and well-being of other employees and members of the general
19 public. The parties also recognize that one purpose of this article is to assist employees
20 who may have a problem with drug or alcohol abuse.

21

22 A. Testing.

23 The employer may require an employee to submit to urinalysis drug screening or
24 alcohol breath testing under the circumstances set forth below in sub-sections 1
25 through 5.

26

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

32

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

44

45 2. Random testing: An employee in a test designated position may be selected at
46 random from a pool comprised of test designated positions covered by this

1 Agreement. The number of urinalysis drug screenings performed at random each
2 calendar year may not exceed a number equal to 15% (See LOU or page 157) of
3 the number of test designated positions in the pool. The number of alcohol
4 breath tests performed at random each calendar year may not exceed a number
5 equal to 15% of the number of test designated positions in the pool. (See Letter
6 of Understanding, Drug and Alcohol Testing.) If an employee is selected more
7 than twice in a calendar year, the employer agrees to meet with the Union to
8 share specific information used to select that individual and discuss any concerns
9 raised by the Union regarding this information.

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

- 18
19 a. Observable phenomena, such as direct observation of drug or alcohol use or
20 the physical symptoms or manifestations of being impaired by, or under the
21 influence of, a drug or alcohol.
22
23 b. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided
24 by a credible source.
25
26 c. Evidence that an individual has tampered with a drug test or alcohol test
27 during employment with the State of Michigan.
28
29 d. Evidence that an employee is involved in the use, possession, sale,
30 solicitation, or transfer of drugs or alcohol while on duty, or while on the
31 employer's premises, or while operating the employer's vehicle, machinery, or
32 equipment.

33
34 The basis of support for the reasonable suspicion drug screening or alcohol test
35 will be documented by a trained supervisor. An employee shall not be required
36 to submit to a reasonable suspicion drug screening or alcohol test without the
37 individualized expressed approval of the employer Designated Drug and Alcohol
38 Testing Coordinator (DATC) or his/her designee.
39

40 4. Post Accident Testing: An employee in a test designated position shall submit to
41 a drug test or an alcohol test if there is evidence that the employee in the test
42 designated position may have caused or contributed to a serious work accident.
43 A serious work accident is defined as an on-duty accident resulting in death, or
44 serious personal injury requiring immediate medical treatment, that arises out of
45 any of the following:
46

- 1 a. The operation of a motor vehicle
- 2
- 3 b. The discharge of a firearm
- 4
- 5 c. A physical confrontation
- 6
- 7 d. The provision of direct health care services
- 8
- 9 e. The handling of dangerous or hazardous materials

10

11 5. Follow-up Testing: an employee shall submit to unscheduled follow-up drug

12 and/or alcohol testing if, within the previous 24-month period, the employee

13 voluntarily disclosed drug or alcohol problems, entered into or completed a

14 rehabilitation program for drug or alcohol abuse, failed or refused a

15 preappointment drug test, or was disciplined for violating the provisions of this

16 Agreement and employer work rules.

17

18 The Employer may require an employee who is subject to follow-up testing to

19 submit to no more than six unscheduled drug or alcohol tests within any twelve

20 month period.

21

22 **B. Test Designated Positions.**

23 For purposes of this article, test designated positions are:

- 24
- 25 1. A safety-sensitive position in which the incumbent is required to possess a valid
- 26 commercial driver's license or to operate a commercial motor vehicle, an
- 27 emergency vehicle, or dangerous equipment or machinery.
- 28
- 29 2. A position in which the incumbent possesses law enforcement powers or is
- 30 required or permitted to carry a firearm while on duty.
- 31
- 32 3. A position in which the incumbent, on a regular basis, provides direct health care
- 33 services to persons in the care or custody of the state or one of its political
- 34 subdivisions.
- 35
- 36 4. A position in which the incumbent has regular unsupervised access to and direct
- 37 contact with prisoners, probationers, or parolees.
- 38
- 39 5. A position in which the incumbent has unsupervised access to controlled
- 40 substances.
- 41
- 42 6. A position in which the incumbent is responsible for handling or using hazardous
- 43 or explosive materials.
- 44

1 7. Additional test designated positions in other classifications whose duties are not
2 as provided in subsections 1 through 6 above shall be subject to the provisions of
3 this article pursuant to secondary negotiations.
4

5 8. New classifications, or levels added to existing classifications, may include duties
6 consistent with those identified for test designated positions in subsections 1
7 through 6 above. The Employer shall meet with the Union to review the new
8 classification or level prior to requiring an employee in the new class to submit to
9 testing under this article.
10

11 C. Drug and Alcohol Testing Protocol.

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

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

21 The parties agree to incorporate into this agreement the definitions contained in the
22 U.S. Department Of Health And Human Services Mandatory Guidelines For Federal
23 Workplace Drug Testing Programs, as may be amended, and in the U.S.
24 Department of Transportation Procedures for Transportation Workplace Drug and
25 Alcohol Testing, as may be amended. In addition, the parties agree to define
26 'credible source' as:
27

28 "One who is trustworthy and entitled to be believed. One who is
29 entitled to have his/her oath or affidavit accepted as reliable, not
30 only on account of his/her good reputation for veracity, but also on
31 account of his/her intelligence, knowledge of the circumstances,
32 and disinterested relation to the matter in question. One who is
33 competent to testify."
34

35 D. Union Representation.

36 Employees may confer with an available Union representative on site (if available on
37 site), or through a telephone conference, whenever an employee is directed to
38 submit to a reasonable suspicion alcohol or drug test, provided such contact will not
39 unreasonably delay the testing process.
40

41 E. Review Committee for Drug and Alcohol Testing.

42 A committee consisting of three (3) representatives of the SEIU Coalition and three
43 (3) representatives of the Employer shall meet prior to the implementation of the
44 drug and alcohol testing program to review and discuss the testing procedures,
45 collection methods, quality assurance, and other matters pertaining to the operation
46 of the testing program. The review committee will also meet, upon request of either

1 party, to review testing data and discuss problems related to the administration of
2 the testing program. The committee may vote on matters it discusses. The
3 committee's recommendations, if any, will be submitted to the Employer for its
4 consideration. Recommendations voted on by the committee will be reported as
5 "without recommendation" if based on 3-3-tie vote and as a "unanimous
6 recommendation" for any vote other than 3-3.

7
8 **F. Confirmation Alcohol Testing.**

9 If an employee is tested for alcohol and is determined to have a blood alcohol level
10 equal or greater than .02% in both the initial evidentiary breath test (EBT) and the
11 confirmation evidentiary breath test, at the employee's option and at the employee's
12 full cost, the employee may elect to have a second confirmation test carried out by
13 drawing a sample of blood and submitting it for testing at an approved laboratory.
14 This option is only available if the testing site where the two positive breath tests
15 were conducted is equipped to draw the blood and either directly provide for its
16 testing for level of blood alcohol or transport the sample to a laboratory which is
17 certified to test the sample for level of blood alcohol. The protocol for such
18 confirmation blood testing for alcohol (including but not limited to chain of custody,
19 security, integrity and identity of sample, transportation to testing laboratory if
20 required, reporting of results, etc.) shall be determined prior to initiation of alcohol
21 testing under this article and shall be a topic for discussion in the committee
22 established in this article. The employee shall remain off the job until the results of
23 the second confirmation test are provided to the Employer and may use available
24 leave credits, if desired.

25
26 **G. Self-Reporting.**

27 An employee who voluntarily discloses to the Employer a problem with drugs or
28 alcohol shall not be disciplined for such disclosure, if, and only if, the problem is
29 disclosed before the occurrence of any of the following:

- 30
- 31 1. For reasonable suspicion testing, before the occurrence of an event that gives
32 rise to reasonable suspicion that the employee has violated this agreement or a
33 department work rule.
 - 34 2. For preappointment testing, follow-up testing, and random testing, before the
35 employee is notified to submit to a drug test or alcohol test.
 - 36 3. For post-accident testing, before the occurrence of any accident that results in
37 post-accident testing.
- 38
39
40

41 After self-reporting, the Employer shall permit the employee an immediate leave
42 of absence, subject to the provisions of Article 23, Leave of Absence, to obtain
43 medical treatment or to participate in a rehabilitation program. In addition, the
44 Employer shall remove the employee from the duties of a test-designated
45 position until the employee submits to and passes a follow-up drug or alcohol

1 test. The Employer may require the employee to submit to further follow-up
2 testing as a condition of continuing or returning to work.

3 An employee may take advantage of this provision no more than two times while
4 employed in the classified service. An employee making a report is not excused
5 from any subsequent drug or alcohol test or from otherwise complying in full with
6 this article. An employee making a report remains subject to all drug and alcohol
7 testing requirements after making a report and may be disciplined as the result of
8 any subsequent drug or alcohol test, including a follow-up test.
9

10 **Article 36**
11 **MISCELLANEOUS**

12
13 A. Supplemental Employment.

14 1. Employees shall be permitted to engage in supplemental employment under the
15 following conditions:

16
17 a. The supplemental outside employment must in no way conflict with the
18 employee's hours of state employment or in quantity or interest conflict in any
19 way with satisfactory and impartial performance of state duties.
20

21 b. The employee must secure the written approval of the appointing authority on
22 an annual basis before engaging in any supplemental outside employment.
23

24 c. The employee must keep the appointing authority informed of contemplated
25 changes in supplemental outside employment.
26

27 2. Notification. Notification of outside employment shall be given the Employer at
28 least ten (10) days before the commencement of said employment and prior to
29 any changes in previously approved supplemental employment. Approval or
30 disapproval, with reasons therefore, will be given by the employer within ten (10)
31 days after receipt of the notification, or prior to the anticipated commencement
32 date, whichever occurs first. Notification shall be made on forms prescribed by
33 the department.
34

35 3. Cancellation. Should the Employer determine that an employee's supplemental
36 employment interferes with his/her regular work, employment violates Civil
37 Service Rules and Regulations, or is in violation of this Agreement, he/she will be
38 given reasonable time to promptly terminate his/her supplemental employment
39 before being disciplined, requested to resign state service, or involuntarily
40 terminated.
41

42 B. Safety Shoes. When the Department requires that unit employees wear approved
43 safety shoes, the Department will provide such approved safety shoes in
44 accordance with departmental regulations. At the unit employee's option, if safety
45 shoes are required, the Department shall reimburse the unit employees for the cost

1 of approved safety shoes up to a maximum of \$200.00 during any twenty-four (24)
2 month period of time.

3
4 C. The Employer will furnish protective clothing and equipment in accordance with
5 applicable standards established by the Michigan Departments of Consumer &
6 Industry Services and/or Community Health/Community Public Health Agency. The
7 issue of the Employer providing other apparel, the purpose of which is to protect the
8 health and safety of employees against hazards they might reasonably be expected
9 to encounter in the course of performing job duties, shall be a proper subject for
10 secondary negotiations.

11
12 D. Safety Glasses. If the Employer requires an employee to wear safety glasses, and
13 the employee needs corrective lenses, the Employer shall furnish such glasses after
14 the employee has presented the Employer with the required prescription. The
15 employee shall bear the cost of any eye examination.

16
17 E. VDT/CRT Glasses. Employees who, while operating a VDT/CRT require
18 prescription corrective lenses which are different than those normally used, shall be
19 eligible for reimbursement for lenses and frames on an annual basis at the rates
20 provided herein. Such reimbursement shall be made by the departmental employer.
21 These lenses and frames are in addition to those provided under the vision care
22 insurance. In order to be eligible for this additional reimbursement, employees must
23 utilize a VDT/CRT more than 50% of the time.

24
25 F. Printing Costs. The Union and the Employer agree to pay for the number of
26 contracts each party requests.

27
28 G. Pre-Tax Payroll Deduction For Parking or Transportation Expenses. The parties
29 have discussed the parking/transportation benefit authorized by the Internal
30 Revenue Code, which allows employees to pay parking or transportation expenses
31 out of pre-tax income under certain circumstances. Among the factors discussed
32 was that taking advantage of the parking/transportation benefit reduces an
33 employee's taxable income, and therefore could slightly reduce the amount of the
34 employee's social security benefit.

35
36 The parties agree as follows:

- 37
38 1. For bargaining unit employees who pay for parking through payroll deduction, the
39 Employer will implement the pre-tax payroll deduction benefit effective with the
40 August 16, 2001 pay date. Prior to implementation, employees will be offered
41 the opportunity to opt out of the benefit (i.e., to continue payroll deduction from
42 after-tax income).
- 43
44 2. As soon as administratively feasible, bargaining unit employees who do not have
45 payroll deduction for parking will be offered the opportunity to establish an
46 account for the purpose of reimbursing out-of-pocket parking expenses. The

1 employee determines the amount of pre-tax income to set aside, and then
2 submits parking receipts for reimbursement from this account.
3

4 3. If permitted under the IRS Code, the Employer will offer the opportunity to
5 establish pre-tax reimbursement accounts to bargaining unit employees who use
6 van pools, buses, or other forms of mass transportation to commute to and from
7 work. Additional research is required to determine whether this benefit can be
8 offered.
9

10 H. Where employees are required to wear identification badges, the employer shall
11 provide protective covers for the badges at no cost to the employee.
12

13 I. Limited Term Appointments. When an employee has been in the same limited term
14 appointment for 4,160 continuous service hours, the employee shall be made
15 permanent, unless the employee is working in a project which has an established
16 ending date. This provision shall not apply in the case of a continuing state
17 classified employee who accepts an appointment to a limited term position, except
18 as specified in Article 12, Section D.
19

20 J. Before parking rates are increased for bargaining unit employees, the Office of the
21 State Employer will meet with the Union and provide information explaining the
22 increase.
23

Article 37
DURATION AND TERMINATION OF AGREEMENT

24
25
26
27 A. This Agreement shall be effective January 1, 2008, upon Civil Service Commission
28 approval and shall continue in full force and effect until December 31, 2010.
29

30 B. Provisions concerning compensation during fiscal year 2011-2012 and non-
31 compensation Articles effective January 1, 2011 shall be opened by either party
32 giving written notice to the other of its intent to bargain such provisions, on or after
33 March 1, 2010 but no later than May 1, 2010.
34

35 IN WITNESS WHEREOF, the parties have hereto set their hands:
36
37

38 _____
39 *State of Michigan,*
40 *Office of the State Employer*

_____ *Michigan Public Employees,*
SEIU Local 517M

LETTERS OF UNDERSTANDING

**LETTER OF UNDERSTANDING
ARTICLE 35
Drug and Alcohol Testing**

During the negotiations in 2004, the parties discussed reducing the percentage of employees who are subject to random drug and/or alcohol testing. The Employer agreed to reduce the number of random tests to 10% of the number of test-designated positions in the pool for a one-year period beginning in October 2005. If after one year there is a significant increase in the percentage of positive tests, the Employer reserves the right to return to 15%. If there is a significant reduction in the percentage of positive test results, the Employer will meet with the Union to discuss the issue of further reduction in the percentage of employees randomly tested.

For the Union

Edward A. Novak 10-28-04

For the Employer

Jan F. Miller 10-28-04

**LETTER OF UNDERSTANDING
Union Use of State's E-Mail System**

Where access to the state's e-mail system is otherwise available, the employer agrees to permit use of the state's existing e-mail system by union staff, union officers and union stewards for legitimate union business. Any use of the state's e-mail system by a bargaining unit employee for legitimate union business must take place on non-work time only, including the review of any such union materials transmitted.

All legitimate union business transmitted through the state's e-mail system must be clearly identified as a union communication in the subject line, and must be of a reasonable size, volume, and frequency. The employer shall have no liability to the union or an employee for the delivery or security of such transmittals.

No partisan political, or profane materials, or materials related to union elections, or materials defamatory or detrimental to the state, to the union, or to an individual employee, may be transmitted through the state's e-mail system. The employer reserves the right to block any and all such material. The state's e-mail system is not private and may be monitored at any time.

In the event the office of the state employer determines that the union's use of the state's e-mail system violates provisions of this letter of understanding, upon notice from the office of the state employer, the union shall promptly take steps to correct the violation. In the event of a repeat violation, the office of the state employer and the union shall meet and resolve the issue.

1 The program will continue for the duration of the agreement unless the office of
2 the state employer identifies problems that cannot be resolved after meeting with the
3 union. The office of the state employer reserves the right to cancel the program if the
4 parties fail to resolve any identified problem(s).

5
6 For the Union
7 Cindy Kalinowski 11-04-04

For the Employer
Cheryl Schmittiel 11-04-04

8
9
10 **LETTER OF UNDERSTANDING**
11 **Article 24 B.5**
12 **Prescription Drugs**

13
14 The State Health Plan shall include the Zero Dollar Co-pay Program.

15
16 Employees taking certain non-formulary brand name drugs will be offered an
17 opportunity to try the therapeutically equivalent generic and have the generic drug's co-
18 pay waived for us to six months.

19
20 Either the Employer or the Union may unilaterally terminate this Letter of
21 Understanding. The date of such termination, if such is demanded, will be on the 60th
22 day following written notice of either party to the other of its intent to invoke this option.

23
24 For the Union
25 /s/ Ed Novak 5/31/06
26 Ed Novak, President
27 S & E Division, SEIU Local 517M

For the Employer
/s/ Thomas N. Hall 5/31/06
Thomas N. Hall, Acting Director
Office of the State Employer

28
29
30 **LETTER OF UNDERSTANDING**
31 **SEIU LOCAL 517M, Scientific and Engineering Unit**
32 **Optional Coverages Program**

33
34 Upon Civil Service Commission approval an Optional Coverages Program (OCP) will be
35 implemented for State of Michigan employees. Plans to be offered initially under the
36 OCP are expected to include voluntary group term life insurance, universal life
37 insurance, critical illness insurance, and group home and auto insurance. Additional
38 plans may be offered at later dates.

39
40 The parties agree the Employer may extend the OCP to employees in the Scientific and
41 Engineering bargaining unit. Employees who choose to voluntarily participate in the
42 OCP may elect to enroll in one or more of the plans offered upon the terms and
43 conditions set forth by the provider of the specific optional coverage plan(s). Employees
44 who choose to not participate in the OCP will not have any optional coverages.

1 Premiums required for any OCP plan in which the employee enrolls are the sole
2 responsibility of the employee. Payment may be made through payroll deduction or
3 direct bill as permitted by the specific plan.
4

5 In the event any optional coverage plan is canceled or withdrawn, employees enrolled in
6 the plan will be sent written notice at least 30 calendar days in advance of the coverage
7 end date.
8

9 FOR THE UNION

FOR THE EMPLOYER

10 Cindy Mason 11/7/05

Thomas N. Hall 11/8/05

11
12
13 **LETTER OF UNDERSTANDING**
14 **Banked Leave Time Program**
15

16 1. Eligibility.

17 Permanent and limited-term, full-time, part-time, seasonal, and intermittent,
18 probationary and non-probationary employees shall be required to participate in the
19 banked leave time program (program). Non-career employees are not eligible to
20 participate in the program.
21

22 2. Definitions and Description of Program.

23 An eligible employee shall work a regular work schedule, but receive pay for a
24 reduced number of hours. The employee's pay shall be reduced by four (4) hours per
25 pay period for full-time employees, and by a pro rata number of hours for less than full-
26 time employees. The employee will be credited with a like number of banked leave time
27 (BLT) hours for each biweekly pay period.
28

29 3. Hours Eligible for Conversion to Program.

30 The number of BLT hours for which the employee receives credit shall be
31 accumulated and reported periodically to participating employees. During the term of
32 this Letter of Understanding, an employee shall not be able to accumulate in excess of
33 184 BLT hours. Accumulated BLT hours shall not be counted against the employee's
34 annual leave cap, known as part a hours under the annual and sick leave program.
35

36 The employee shall be eligible to use the accumulated BLT hours in a subsequent
37 pay period in the same manner as annual leave, pursuant to article 21.
38

39 4. Timing of conversion of unused program hours.

40 Upon an employee's separation, death or retirement from state service, unused BLT
41 hours shall be contributed by the state to the employee's account within the State of
42 Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan. Such
43 contributions shall be treated as non-elective employer contributions, and shall be
44 calculated using the product of the following: (i) the number of BLT hours and, (ii) the
45 employee's base hourly rate in effect at the time of the contribution.
46

1 If the amount of a projected contribution would exceed the maximum amount
2 allowable under section 415 of the internal revenue code (when combined with other
3 projected contributions that count against such limit), the state shall first make a
4 contribution to the employee's account within the State of Michigan 401(k) plan up to
5 the maximum allowed, and then make the additional contribution to the employee's
6 account within the State of Michigan 457 plan.

7
8 **5. Insurances, Leave Accruals and Service Credits.**

9 Retirement service credits, overtime compensation, longevity compensation, step
10 increases, continuous service hours, holiday pay, annual and sick leave accruals will
11 continue as if the employee had received pay for the BLT hours. Premiums, coverage
12 and benefit levels for insurance programs (including ltd) in which the employee is
13 enrolled will not be changed as a result of participation in the program. Employees shall
14 incur no break in service due to participation in the program. The program is not
15 intended to have an effect on the final average compensation calculations under the
16 state's defined benefit plan nor the salary used for employer contribution calculations
17 under the state's defined contribution plan.

18
19 **6. Relationship to Plan A and Plan C.**

20 Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

21
22 **7. Term.**

23 The program shall be effective the pay period beginning January 2, 2005. The pay
24 reduction and accrual provisions of this letter of understanding shall be in effect through
25 the pay period ending October 22, 2005 unless extended by mutual agreement of the
26 parties.

27
28 For the Union
29 Edward A. Novak 10-28-04

For the Employer
Jan F. Miller 10-28-04

30
31
32 **LETTER OF UNDERSTANDING**
33 **Article 25, Section A**

34
35 During the term of this Agreement, the parties agree that if the Michigan legislature
36 authorizes a pay increase for its elected members, such pay increase authorization
37 shall trigger a wage reopener for the year, or years, in which that increase was effective.
38 This Letter of Understanding shall expire September 30, 2011.

39
40 For the Union
41 Cinday Mason 10/26/07

For the Employer
Cheryl Schmittiel

LETTER OF UNDERSTANDING

Article 27

Deferred Compensation

During the negotiations of 2007, the parties agreed to jointly pursue and encourage the addition of a Roth 401(k) plan to the deferred compensation program options available for enrollment by bargaining unit employees.

The parties further agree that, in the event a Roth 401(k) plan is established, it will be offered to bargaining unit employees for voluntary enrollment as soon as administratively feasible.

FOR THE UNION
Cindy Mason

FOR THE EMPLOYER
Cheryl Schmittdiel

LETTER OF UNDERSTANDING

Article 29

Working Out Of Class

During the negotiations in 2007, the parties acknowledge the Civil Service Commission's current rule identifying working out of class as a prohibited subject of bargaining. Accordingly, the parties jointly agreed not to conduct negotiations over the subject at this time.

In the event the Civil Service Commission Rule is amended to permit negotiating working out of class, the parties will commence negotiations, upon the request of the Union, and subject to such restrictions as the Civil Service Commission may establish. Previous language in Article 29 of the Agreement will be used as a starting basis for negotiations.

FOR THE UNION
Cindy Mason

FOR THE EMPLOYER
Cheryl Schmittdiel

LETTER OF UNDERSTANDING

CONTRACTING COMMITTEE

During the 2007 negotiations, the Office of the State Employer and SEIU Local 517M agreed to establish a joint committee for the purpose of reviewing the contracting out of services including CS-138's.

For the Union
Cindy Mason

For the Employer
Cheryl Schmittdiel

LETTER OF UNDERSTANDING
SEIU LOCAL 517M Prescription Drug Communication Committee

During the 2007 negotiations, the Office of the State Employer and SEIU Local 517M agreed to establish a joint committee for the purpose of determining the best way to communicate the changes to unit employees in the prescription drug program. Those changes include, but are not limited to, the Generics Preferred program, Step Therapy, and Drug Quantity Management.

The committee will hold its first meeting on or before May 1, 2008 and will make its recommendations, to OSE and the Union no later than June 30, 2008, unless extended by mutual Agreement of the parties.

For the Union
Cindy Mason

For the Employer
Cheryl Schmittziel

LETTER OF UNDERSTANDING
Forensic Scientists

The parties agree to establish a committee comprised of three representatives from the Department of State Police, one from the Office of the State Employer, and three representatives of the SEIU Local 517M Scientific and Engineering Unit, as designated by the Union, to review issues related to the recruitment and retention of Forensic Scientists. The committee will review best practices in the field as well as scheduling and compensation. Findings which involve mandatory subjects of bargaining will be referred to the Director of the Office of the State Employer and the Executive Vice President of the SEIU Local 517M for possible action.

For the Union
Cindy Mason 10-26-07

For the Employer
Cheryl Schmittziel

APPENDICES

1
2
3

APPENDIX A - CLASSIFICATION LISTINGS

Aeronautic Specialist-2 13	Engineering Specialist 2 13	Food Industry Specialist 3 14
Aquatic Biologist Spl. 3 14	Engineering Spl. 3 14	Forensic Scientist-A 12
Aquatic Biologist-A 12	Engineering Spl. 4 15	Forensic Scientist-E 10
Aquatic Biologist-E 10	Env Sanitarian Spl 2 13	Forensic Scientist-E 9
Aquatic Biologist-E 9	Env. Sanitarian Spl. 3 14	Forensic Scientist-E P11
Aquatic Biologist-E P11	Env. Sanitarian-E 10	Forest Management Spl 2 13
Aquatic Biology Spl 2 13	Env. Sanitarian-E 9	Forest Management Spl 3 14
Archaeologist Specialist 2 13	Environmental Engineer Lic-A 12	Forester-E 10
Archaeologist-A 12	Environmental Engineer Spl 2 13	Forester-E 9
Archaeologist-E 10	Environmental Engineer Spl 3 14	Forester-E P11
Archaeologist-E 9	Environmental Engineer-A 12	Geologist-E 9
Archaeologist-E P11	Environmental Engineer-E 10	Geologist-E 10
Architect Licensed-A 12	Environmental Engineer-E 9	Geologist-E P11
Architect Specialist-2 Lic 13	Environmental Engineer-E P11	Geology Specialist 1 12
Architect Specialist-3 Lic 14	Environmental Quality Alt-A 12	Geology Specialist 2 13
Architect-A 12	Environmental Quality Alt-E 10	Geology Spl. 3 14
Architect-E 10	Environmental Quality Alt-E 9	Industrial Hygienist Spl-2 13
Architect-E 9	Environmental Quality Alt-E P11	Industrial Hygienist Spl-4 15
Architect-E P11	Environmental Quality Spl 2 13	Industrial Hygienist-A 12
Auditor-E 9	Environmental Quality Spl 3 14	Industrial Hygienist-E 10
Aviation Specialist-A 12	Environmental Quality Spl 4 15	Industrial Hygienist-E P11
Aviation Specialist-E P11	Environmental Sanitarian-A 12	Laboratory Evaluation Spl-A 12
Building Construction Spl 2 13	Environmental Sanitarian-E P11	Laboratory Evaluation Spl-E 10
Building Construction Spl 3 14	Epidemiologist 10	Laboratory Evaluation Spl-E P11
Building Construction Supt-A 12	Epidemiologist Spl. 2 13	Laboratory Scientist Spl 2 13
Building Construction Supt-E 9	Epidemiologist Spl. 3 14	Laboratory Scientist Spl 3 14
Building Construction Supt-E 10	Epidemiologist Spl. 4 15	Laboratory Scientist-A 12
Building Construction Supt-E P11	Epidemiologist-A 12	Laboratory Scientist-E 9
Clinical Health Scientist-A 12	Epidemiologist-E P11	Laboratory Scientist-E 10
Clinical Hlth Scientist Spl-2 13	Facilities Engineer-A 12	Laboratory Scientist-E P11
Clinical Hlth Scientist Spl-3 14	Facilities Engineer-E 9	Land Surveyor Licensed-A 12
Clinical Hlth Scientist Spl-4 15	Facilities Engineer-E 10	Land Surveyor Spl Lcnsd-2 13
Dairy Industry Scientist-A 12	Facilities Engineer-E P11	Land Surveyor Spl. Licensed-3 14
Dairy Industry Scientist-E P11	Facility Engineering Lic Spl 2 13	Land Surveyor-E 9
Dairy Industry Specialist 2 13	Facility Engineering Lic Spl 3 14	Land Surveyor-E 10
Dairy Industry Specialist 2 14	Fisheries Biologist-A 12	Land Surveyor-E P11
Dairy Industry Specialist-E 10	Fisheries Biologist-E 10	Landscape Design Specialist-2 13
Dairy Industry Specialist-E 9	Fisheries Biologist-E 9	Landscape Design Specialist-3 14
Diary Industry Specialist 2 13	Fisheries Biologist-E P11	Landscape Designer-A 12
Engineer-A 12	Fisheries Biology Spl 2 13	Landscape Designer-E 10
Engineer-E 10	Fisheries Biology Spl 3 14	Landscape Designer-E 9
Engineer-E 9	Food Industry Scientist-A 12	Landscape Designer-E P11
Engineer-E P11	Food Industry Scientist-E 10	Meteorologist-A 12
Engineering Lic Specialist 13	Food Industry Scientist-E 9	Meteorology Specialist-2 13
Engineering Lic Specialist 3 14	Food Industry Scientist-E P11	Meteorology Spl. 3 14
Engineering Lic Specialist 4 15	Food Industry Specialist 2 13	Metrologist-A 12

Agreement Between
The State of Michigan and The Michigan Public Employees, SEIU Local 517M

Metrologist-E 10	Soil Scientist-E 10
Metrologist-E 9	Soil Scientist-E 9
Metrologist-E P11	Soil Scientist-E P11
Microbiologist Specialist 2 13	Statistician Specialist-2 13
Microbiologist Spl. 3 14	Statistician Specialist-3 14
Microbiologist-A 12	Statistician-A 12
Microbiologist-E 9	Statistician-E 10
Microbiologist-E 10	Statistician-E 9
Microbiologist-E P11	Statistician-E P11
Pharmacist Specialist-2 13	Toxicologist-A 12
Pharmacist Specialist-3 14	Toxicologist-E 9
Pharmacist-A 12	Toxicologist-E 10
Pharmacist-E 10	Toxicologist-E P11
Pharmacist-E P11	Toxicology Specialist 2 13
Physicist Specialist 2 13	Toxicology Spl. 3 14
Physicist Spl. 3 14	Transportation Eng Lic Spl 2 13
Physicist-A 12	Transportation Eng Lic Spl 3 14
Physicist-E 9	Transportation Eng Lic Spl 4 15
Physicist-E 10	Transportation Eng Spl 2 13
Physicist-E P11	Transportation Engineer-A 12
Plant Industry Scientist-A 12	Transportation Engineer-E 9
Plant Industry Scientist-E 9	Transportation Engineer-E 10
Plant Industry Scientist-E 10	Transportation Engineer-E P11
Plant Industry Scientist-E P11	Transportation Plan Spl 2 13
Plant Industry Specialist 2 13	Transportation Plan Spl 3 14
Plant Pathologist Spl. 2 13	Transportation Planner-A 12
Public Utilities Eng Spl 2 13	Transportation Planner-E 9
Public Utilities Eng. Spl. 3 14	Transportation Planner-E 10
Public Utilities Engineer-A 12	Transportation Planner-E P11
Public Utilities Engineer-E 9	Veterinarian-A 12
Public Utilities Engineer-E 10	Veterinarian-E P11
Public Utilities Engineer-E P11	Veterinary Specialist-2 13
Research Biologist-A 12	Veterinary Spl. 3 14
Research Biologist-E 10	Wildlife Biologist Spl 2 13
Research Biologist-E 9	Wildlife Biologist-A 12
Research Biologist-E P11	Wildlife Biologist-E 10
Research Biology Spl 2 13	Wildlife Biologist-E 9
Research Biology Spl 3 14	Wildlife Biologist-E P11
Resource Analyst-A 12	
Resource Analyst-E	
Resource Analyst-E 10	
Resource Analyst-E P11	
Resource Specialist 2 13	
Resource Specialist 3 14	
Resource Spl. 4 15	
Resources Analyst-E 10	
Soil Science Specialist 2 13	
Soil Science Spl. 3 14	
Soil Scientist-A 12	

**APPENDIX B-1
LETTER OF UNDERSTANDING
DEPARTMENT OF AGRICULTURE
ARTICLE 19
SEPTEMBER 17, 1998**

The parties agree that due to the field nature of their work, Food and Dairy Industry Field Scientists/Plant Industry Field Scientists at the 9 and 10 levels in the Animal Industry Division, the Food and Dairy Division, and the Pesticide and Plant Pest Management Division of the Department of Agriculture may adjust hours within a week with the concurrence of their supervisor. Overtime payment in either cash payment or compensatory time at time and one-half will be paid to employees at the 9 and 10 levels only when 40 hours in pay status in a week are exceeded.

**APPENDIX B-2
LETTER OF UNDERSTANDING
COMPENSATORY TIME
DEPARTMENT OF AGRICULTURE
ANIMAL INDUSTRY DIVISION, FOOD AND DAIRY DIVISION AND THE
PESTICIDE & PLANT PEST MANAGEMENT DIVISION
SEPTEMBER 17, 1998**

The primary purpose of this Letter of Understanding is to reach a clear understanding on the earning, accrual and use of Compensatory Time for bargaining unit employees in the Animal Industry Division, Food and Dairy Division and the Pesticide and Plant Pest Management Division who perform similar tasks and duties.

Commencing on January 1, 1999, Compensatory Time for Scientific and Engineering Bargaining Unit employees within the Animal Industry Division, Food and Dairy Division, and the Pesticide & Plant Pest Management Division within the Michigan Department of Agriculture shall be implemented as follows:

- A. Bargaining Unit employees at the 9 or 10 level may be scheduled to work in excess of eight (8) hours per day, while training with an 11 level (or above) Inspector, without accruing overtime.

Employees at the 9 or 10 level shall be paid time and one-half for all hours worked in excess of forty (40) per week. Or by mutual agreement between the unit employee and management, 9 or 10 level employees may earn compensatory time at the rate of time and one-half for all hours worked in excess of forty (40) per week.

- C. Bargaining Unit employees at the 11 level and above may have the option of accruing compensatory time (up to a maximum of 150 hours per fiscal year),

1 or adjusting their schedules within an eighty (80) hour pay period, for all hours
2 worked in excess of eight (8) hours per day and eighty (80) hours in a pay
3 period.
4

5 Bargaining Unit employees wishing to adjust their pay period schedules for
6 overtime hours worked do not need prior approval for overtime, but must
7 advise their immediate supervisor as soon as possible following any such
8 hours worked. Prior approval is necessary should the employee wish to
9 exceed 80 hours in a pay period similar to banked comp time below.

10
11 Bargaining Unit employees who wish to accrue or "bank" overtime hours must
12 receive prior approval from their immediate supervisor (or second line
13 supervisor, or Division Director in charge in that successive order) before
14 working overtime.

15
16 C. Bargaining Unit employees at the 11 level or above who wish to switch their
17 method of using compensatory time/overtime must give management one pay
18 period advance notice.

19
20 D. Overtime and Compensatory Time shall be recorded as follows:

- 21
22 1. Thirty (30) minutes or less shall not be claimed for payment as overtime
23 (e.g., 20 minutes = no record of overtime).
24
25 2. Time in excess of thirty (30) minutes shall be rounded up to the nearest
26 one hour increment in the claim for payment (e.g., 40 minutes = 1 hour of
27 overtime).
28

29 E. The terms and conditions of this program are on a provisional basis, and
30 subject to modification by the Parties, or revocation after thirty (30) days
31 written notice by either Party. In the event of revocation, all terms and
32 conditions shall revert back to the Michigan Department of
33 Agriculture/Michigan Professional Employees Society Agreement.
34

35 ***Signed original of this letter is on file with either MPES or OSE***
36
37
38
39
40
41
42
43
44
45

APPENDIX B-6
LETTER OF UNDERSTANDING
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
AND THE
OFFICE OF THE STATE EMPLOYER
JULY 24, 1996

RE: EXECUTIVE ORDERS 1996-1 AND 1996-2

In discussing the issue of substantial adverse impact on bargaining unit employees resulting from Executive Order 1996-1 and Executive Order 1996-2, the parties have agreed to this Letter of Understanding. This Letter of Understanding shall become effective upon Civil Service commission approval, and shall remain in effect until the expiration of the current Secondary Agreements, unless otherwise provided. The parties agree that this Letter of Understanding does not establish any precedent for either party.

The parties agree that alternate work schedules will be continued for moved employees wherever possible. If changes are made, they will be made in accordance with contractual provisions, or the departmental policy or letter of understanding which initially authorized the alternate work schedule.

Methods of accruing compensatory time will continue in accordance with the provisions of Article 19.

Issues regarding vehicle usage and election of per diem travel expenses shall be determined in accordance with the Standardized Travel Regulations and/or departmental policy.

The parties agree that MPES represented bargaining unit employees moved through Executive Orders 1996-1 and 1996-2 will be covered by the departmental secondary agreement in effect within the department to which the employee was moved.

The parties agree that this exhausts the Employer's duty to bargain over the issue of substantial adverse impact on bargaining unit employees resulting from Executive Orders 1996-1 and 1996-2.

Phillip L. Thompson
Executive Director
Michigan Professional Employees Society

Janine M. Winters
Director
Office of the State Employer

Stephen J. Reck
Michigan Professional Employees Society

Patricia Coe
Office of the State Employer

**APPENDIX C-1
DEPARTMENT OF AGRICULTURE
SAFETY AGREEMENT**

Section 1: General

The Department of Agriculture (MDA) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit employees. Both management and unit employees shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Agriculture shall make reasonable efforts to provide a safe work environment and eliminate recognized hazards in accordance with applicable statutes, regulations, and established industry standards.

Section 2: Rule Compliance

All unit employees shall comply with written safety rules and procedures established by the Michigan Department of Agriculture and/or Division management, and with rules established on an emergency basis. Such emergency rules shall be committed to writing at the earliest practicable time.

Section 3: Designation of MPES Safety Representatives

The Department agrees to establish a Departmental Safety Committee as specified in Appendix B. MPES shall be entitled to designate a unit employee as the MPES Safety Representative to serve on the Departmental Safety Committee and one alternate. This representative or the alternate is entitled, without loss of pay and with proper notice to his/her supervisor, to resolve safety issues with the Department managers on behalf of unit employees in accordance with the procedures outlined in Section 4 of this Article.

To maximum extent possible, the preparation of written requests in accordance with Section 4 will take place on the non-work time of both the MPES Safety Representative and the unit employee with the safety issue.

Section 4: Procedure for Safety Issues

If a unit employee has a safety issue, he/she will discuss it first with his/her immediate supervisor. The supervisor will provide a verbal response as soon as possible but no later than five (5) days after the discussion.

If not satisfied with the supervisor's response, the unit employee shall, within 10 days of response, submit a written request for action to the Division Director, explaining the problem and a suggested solution. The Division Director will investigate and provide a written approval, denial, or plan of action to the unit employee within 10 days of receipt of the request, forwarding a copy to MPES.

If not satisfied with the Division Director's response, the unit employee shall within 10 days of receiving the response submit a request for action to the MPES Safety Representative. Upon request, the Division Director will meet with

1 the MPES Safety Representative and/or Society Representative. Any resolution
2 of the safety request shall be confirmed in writing and signed by the Division
3 Director, the requesting unit employee, and the Society. Such resolution shall not
4 be grievable.

5
6 Failing resolution with the Division Director, the unit employee and MPES
7 Safety Representative may submit a request for action to the Departmental
8 Safety Committee with copies of the original written request, the Division
9 Director's response and a statement on why the response was not acceptable.
10 The Departmental Safety Committee will review the request and make a
11 recommendation to the Department Director. The decision of the Department
12 Director will be issued in writing. Upon mutual agreement of the Employer and
13 the unit employee or the Society, time limits may be extended.

14
15 A unit employee who has reasonable cause to believe he/she is in
16 imminent danger or loss of life or serious bodily injury may remove himself or
17 herself from the situation to notify their immediate supervisor or higher authority,
18 after taking reasonable measures to protect the public, other employees and/or
19 Departmental property. The supervisor or higher authority will immediately
20 correct the situation to the extent possible and/or temporarily reassign the
21 employee to another location or work assignment.

22
23 Nothing in this Article shall be interpreted so as to prevent MPES or its
24 designated safety representative from providing assistance in the filing of
25 requests made under this Section, or to prevent the filing of a grievance where
26 there is alleged violation of the agreement. The Department agrees that no
27 retributive action will be taken against a unit employee who exercises his/her
28 rights under this Article.

29
30 The Department's compliance with this Article is contingent on the
31 availability of funds. If the Department is unable to immediately implement a
32 safety measure, the Department shall make a positive effort to obtain the
33 necessary funds.

34
35 Failure of the Department to implement safety measures agreed to under
36 this Section shall be grievable in accordance with the provisions of Article 9 of
37 the MPES primary agreement.

38
39 **Section 5: Safety Equipment and Protective Clothing**

40 The Department reserves the right to require employees to use safety
41 equipment properly and to wear required protective clothing. Failure to do so may
42 result in discipline. Safety equipment and protective clothing that is required by
43 the Department or the Division Director shall be furnished to the employee by the
44 Department. The Department shall provide necessary training for the use of
45 required safety equipment.

1 **Section 6: Establishment of Temporary Safety Committee**

2 The parties mutually agree to establish a temporary MPES/Department of
3 Agriculture Safety Committee, comprised of four (4) Unit employees appointed by
4 the Society and four (4) representatives appointed by the Department. The
5 purpose of this temporary committee is to discuss and seek solutions for the
6 safety issues of concern listed in Appendix A. Recommendations of the
7 temporary committee shall be submitted to the appropriate Department authority,
8 together with supporting documentation. In the event the parties are unable to
9 reach resolution within the time frame prescribed below, all outstanding items in
10 Appendix A may be submitted to the Grievance procedure at the Third Step in
11 accordance with the Primary Agreement.

12
13 Committee members will be appointed and the first meeting held within
14 four (4) weeks of the effective date of this secondary agreement. It is the intent of
15 the parties to establish subcommittees comprised of one unit employee and one
16 department member each to address certain specific issues from Appendix A,
17 bring their recommended solution(s) to the full committee. The Committee will
18 meet bi-weekly for a minimum period of two months to resolve concerns in
19 Appendix A until the Departmental Safety Committee is fully operational.
20 Meetings may be cancelled or moved to another date by mutual agreement.
21 Each unit employee appointed to this temporary committee shall receive
22 administrative leave for meetings of the committee and subcommittee to which
23 he/she is assigned.

24
25 After the termination of the temporary committee general safety
26 discussions may be conducted under Article VI of the primary agreement.

27
28 **Section 7: Duration and Termination**

29 This Health and Safety Article, entered into this 26th day of February,
30 1986, between the Michigan Professional Employees Society and the
31 Department of Agriculture, shall take effect upon ratification by the Society and
32 Civil Service Commission, and shall remain in full force and effect through
33 September 30, 1987.

34
35 IN WITNESS WHEREOF, the parties have hereto set their hands,

36
 For the Michigan Professional
 Employees Society
 Phillip Thompson
 George Sabolish

 For the Department of
 Agriculture
 Sandra J. Yonker

37

1 **Appendix A for Department of Agriculture Safety Agreement**

PLANT INDUSTRY DIVISION

Equipment Needs

Eye protection
Face protection
Hardhats and liners
Chemical resistant gloves
Chemical resistant boots
Safety Shoes
Respirators
Dust masks
Air packs
Transport cases
Chemical resistant suits
Sampling equipment
Bee suit
Bee sting kits
Carts for moving gas treated hives
Explosion proof flashlights
Dog repellent

Problems

Working at heights
Dust
Explosive atmospheres
Machinery which may catch clothing
Air quality in confined spaces

Training

Pesticide handling, sampling, application, clean-up, site re-entry
Fire safety
Self-defense, how to avoid dangerous situations
First aid
CPR
Safe driving

Other

Periodic cholinesterase tests and health screening for pesticide exposure
Working alone
Working in remote areas
Threat of assault

ENVIRONMENTAL DIVISION

Equipment Needs

Hardhats and liners
Safety Shoes
Working alone
Working in remote areas

LABORATORY DIVISION

Equipment Needs

Eye washes
Chemical resistant gloves
Eye and face protection
Pipetting aids

Problems

Storage of flammable liquids
Housekeeping
Electrical outlets on fume hoods
Adequacy of fume hoods
Ventilation (fumes "drift" around the building)
Storage of equipment and reagents in fume hoods

Training

First Aid
CPR
Handling accidents and spills

STATE CAR USERS

Equipment

Fire extinguishers
Radios
Rear window defoggers

Training

Safe driving

Problems

Transporting propane tanks
Transporting hazardous materials

1 A Departmental Safety Committee is to be established in MDA containing a
2 representative from each union (MPES, MSEA, UTEA, UAW) and a volunteer
3 who is a member of the Business and Administrative bargaining unit and 5
4 management representatives. It will meet bi-monthly or more frequently if
5 needed. If no items are placed on the agenda at least seven calendar days in
6 advance of a scheduled meeting, such meeting will not be held.

7
8 The charge to the Departmental Safety Committee is as follows:

- 9
- 10 1. Develop an overall MDA safety policy for the approval and issuance by the
11 Director's office.
 - 12
 - 13 2. Review existing safety procedures and work rules to determine where
14 revisions or new safety procedures and work rules are needed.
 - 15
 - 16 3. With the concurrence of the Director's office on #2 above, coordinate with the
17 Divisions to facilitate the drafting of necessary safety procedures/work rules.
 - 18
 - 19 4. Review safety concerns and documentation brought to it from time to time by
20 members of management or employees regarding safety equipment or
21 potentially hazardous situations. Make recommendations to the Director's
22 office regarding preferred alternatives including supporting documentation.
 - 23

24 ***Signed original of this letter is on file with either MPES or OSE***

25
26
27 **LETTER OF UNDERSTANDING**
28 **SECTION 3**
29

30 It is agreed by the parties that MPES will designate one unit employee to the
31 Departmental Safety Committee and one alternate to serve in the absence of the
32 appointed member. However, if in secondary negotiations during the term of this
33 contract another exclusive representative negotiates more than one member on
34 the Departmental Committee, MPES will be entitled to equal representation.

35
36 IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional
Employees Society

Phillip Thompson
George Sabolish

For the Department of
Agriculture

Sandra J. Yonker

Signed original of this letter is on file with either MPES or OSE

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APPENDIX C-2
HEALTH AND SAFETY AGREEMENT
FOR THE
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

A. GENERAL

1. The Community Health Agency affirms its responsibility for the health and safety of Department staff during the conduct of official business. The Department shall be in compliance with applicable health and safety standards, including those prescribed by the Michigan Occupational Safety and Health Act, as amended, and standards promulgated thereunder.
2. The Department has the responsibility to ensure healthful and safe conditions in its facilities; and the responsibility to instruct employees to comply with prescribed healthful and safe operating rules and procedures. Written health and safety rules and procedures shall be provided to each employee.
3. Employees shall have the responsibility to:
 - a. Comply with established health and safety rules and procedures.
 - b. Report all unhealthful or unsafe working conditions to the Department of Community Health.
 - c. Report, on a form prescribed by the Department of Community Health, all injuries or illnesses incurred during the performance of their job responsibilities.
 - d. Upon entering the premises or confines of an establishment which has health and safety rules or procedures requiring its own employees to wear or use personal protective equipment, devices, and/or clothing, to comply with said rules of the establishment.
4. Employees who fail to comply with established Department health and safety rules and procedures may be subject to appropriate disciplinary action, for just cause.
5. In order to carry out its responsibilities and to minimize health and safety risks, the Department will furnish, without cost to the employee, health and safety equipment, devices, and clothing which have been determined to be necessary, by management, for the performance of employees' work responsibilities. Issues pertaining to the maintenance and issuance of health and safety equipment shall be proper subject of labor-management conferences.

1 **B. HEALTH AND SAFETY COMMITTEE**

- 2 1. The Union and the Department hereby adopt, except as otherwise
3 provided in this agreement, the Bureau of Laboratories Health and
4 Safety Manual (or their respective successor).
5
6 2. The Union shall endeavor to appoint, as its representative to the
7 Bureau of Laboratories Health and Safety Committee, an employee
8 with knowledge and expertise in occupational health and safety. The
9 Union may also appoint an alternate representative who may attend
10 Bureau of Laboratories Health and Safety Committee meetings in the
11 absence of its representative.

12
13 The Union's representative to the Bureau of Laboratories
14 Health and Safety Committee shall be granted
15 administrative leave for the purpose of attending
16 meetings of the Committee.
17

- 18 a. Any alleged or potential health and safety hazard shall be referred
19 to the Bureau of Laboratories Health and Safety Officer for
20 investigation and recommendations to the Bureau of Laboratories
21 Health and Safety Committee. The Health and Safety Officer shall
22 render, in a timely fashion, the findings and conclusions of the
23 Department of Community Health in such matters. If such findings
24 are reduced to writing, the Department shall provide a copy of the
25 document to the Union.
26
27 b. Any alleged or potential health and/or safety hazard which is not
28 resolved in a timely manner, to the satisfaction of the Union, may
29 be referred, for investigation and recommendations, to recognized
30 experts, including but not limited to, the National Center For
31 Disease Control; the State Fire Marshal; and the Michigan
32 Department of Labor and Economic Growth. Recommendations
33 from recognized experts, to whom an alleged or potential health
34 and safety hazard has been referred, shall be considered as
35 appropriate subject matter for labor-management conferences.
36

37 An allegation of failure to correct an alleged or potential health
38 and/or safety hazard, to the Union's satisfaction, may be timely
39 grieved by the Union beginning at Step Two of the grievance
40 procedure.
41

42 **C. UNION NOTIFICATION**

- 43 1. The Union's office shall be notified of any and all prescheduled health
44 and/or safety related inspections to be conducted at Department of
45 Community Health work sites where Union members are employed.
46

- 1 a. The Union may designate a member to accompany said
2 inspector(s).
3
4 b. The Union member, accompanying the inspector(s), shall be
5 granted administrative leave for the time spent on the inspection(s).
6
7 c. The Department shall furnish to the Union, forthwith, a copy of any
8 and all written documents resulting from said inspections at work
9 sites and associated common areas where Union members are
10 employees.
11
12 2. The Department shall notify the Union of any proposed change to the
13 Bureau of Laboratories Health and Safety Manual (or their respective
14 successor) which may infringe upon any existing right accorded to
15 Union members, as specified therein.
16
17 a. The Union may request a labor-management conference to discuss
18 any proposed change to the Health and Safety Manual.
19
20 b. In the event that the issue of infringement upon an existing right
21 accorded to Union members, as specified in the Health and Safety
22 Manual, cannot be resolved in a labor-management conference,
23 the Union reserves the right to grieve in accordance with the
24 collective bargaining agreement.
25

26 **D. DURATION**

27 This health and safety agreement, entered into this first day of April, 2002,
28 between the Michigan Public Employees, SEIU Local 517M and the
29 Department of Community Health, shall take effect upon ratification by the
30 Union and the Civil Service Commission.

31
32 For the Michigan Public Employees,
33 Department of
34 SEIU Local 517M
35 Cindy Kalinowski 04-01-02

31
32 For the Michigan
33
34 Community Health
35 Allen Sipes 04-01-02

36
37
38

APPENDIX C-3
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
HEALTH AND SAFETY AGREEMENT

SECTION 1. GENERAL

The Department of Environmental Quality (DEQ) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit employees. Both management and bargaining unit employees shall cooperate to identify unsafe working conditions and practices and work toward their elimination. Management shall make every effort to provide a safe work environment and eliminate recognized hazards in accordance with all federal, state and local health and safety laws and regulations. The parties recognize that retaliation for identifying health and/or safety hazards is unacceptable and appropriate corrective measures shall be taken for such action(s).

SECTION 2. HEALTH AND SAFETY COMMITTEE

The parties agree to establish an MPES/DEQ Health and Safety Committee comprised of up to three (3) MPES members and an equal number of management representatives. The Parties may mutually agree to add additional members.

The Committee shall be co-chaired by an MPES Representative and the Department Health and Safety Representative. The Committee shall meet quarterly, or more frequently if mutually agree, to address any health and safety concerns of the Scientific and Engineering Unit Employees within the DEQ. Meetings shall be subject to reasonable scheduling, and Unit Employees shall receive administrative leave for attendance at meetings, participation, necessary travel, and reasonable preparation for all Committee activity. The Committee shall submit written recommendations to the Department for proposed implementation. The Department shall respond to the Committee within 10 work days and make every effort to implement the Committee's recommendations within 90 calendar days, or respond in writing to the Committee Co-Chairs as to a suitable time schedule for implementation, any suggested modification(s), or reasons for non-implementation.

The Department Health and Safety Representative shall provide MPES with a current list of all DEQ Division Health and Safety Coordinators and Building/Facility Managers on a quarterly basis. Any questions or concerns about health and safety issues should be directed through the immediate supervisor first. If no satisfactory resolution is obtained, the Unit Employee(s) should contact their Division Health and Safety Coordinator. If no satisfactory resolution is obtained at that level, the Unit Employee(s) should contact the Department Health and Safety Representative or an MPES Staff Representative. Whenever possible, a follow-up response shall be made to the Unit employee who raised

1 the question/issue, with a copy to MPES describing what actions were taken by
2 the Department to resolve the immediate concern.

3
4 **SECTION 3. TRAINING**

5 The Department recognizes the importance and benefits of training for
6 Unit employees in the area of Health and Safety and shall make every effort to
7 make such training available to staff (i.e., CPR/Basic First Aid, Ergonomics,
8 Indoor Air Quality, Workplace Violence, Dealing with Difficult People).
9

10 **SECTION 4. BUILDINGS**

11 The Department shall make every effort to maintain buildings or facilities
12 occupied by Unit employees in accordance with the Michigan Occupational
13 Safety and Health Act (MIOSHA) standards and reasonable efforts to maintain
14 good housekeeping and maintenance practices.
15

16 Every reasonable effort will be made to have pesticide spraying or the use
17 of chemical agents that may get into the ventilation system conducted after
18 business hours and/or on weekends to allow sufficient time for the area to be
19 ventilated. If such spraying or use of chemical agents must occur during business
20 hours, management shall provide at least 24 hours notice to Unit employees
21 stating (when available) the activity, the location, duration, and the availability of
22 Materials Safety Data Sheets (MSDS).
23

24 When major renovation or reconstruction of a building or portion thereof is
25 planned, potentially affected members shall receive prior notice of such work.
26 Unit employee concerns may be addressed through the Labor/Management
27 Conference forum.
28

29 **SECTION 5. HEPATITIS B / INFECTIOUS MATERIALS VACCINATIONS**

30 The MPES/DEQ Health and Safety Committee shall review types of duties
31 performed by Unit employees and identify those duties which may cause a
32 substantial risk of exposure to infectious materials. Unit employees who perform
33 these duties may be scheduled to receive the appropriate vaccination series to
34 prevent infection. This review shall be completed by the second regularly
35 scheduled quarterly meeting of the Committee. In those cases where a Unit
36 employee has been exposed to Hepatitis B or other infectious materials in the
37 course of their employment, the Department shall provide the necessary post-
38 exposure testing and treatment.
39

40 **SECTION 6. PROTECTIVE CLOTHING**

41 The Department may provide exterior winter clothing suitable for work
42 duties to Unit employees whose duties require that they be routinely exposed to
43 winter temperatures.
44

45 This Health and Safety Agreement, entered into 26th day of June, 1996 between
46 the Michigan Professional Employees Society and the Department of
47 Environmental Quality, shall take effect upon ratification by the Society and the

1 Civil Service Commission, and shall remain in full force and effect through
2 December 31, 1998.

3
4 Cindy Mason, MPES Frank R. Russell, DEQ
5 Phillip L. Thompson, MPES

6 ***Signed original of this Agreement is on file with MPES and/or***

7
8 **APPENDIX C-4**

9 **MICHIGAN DEPARTMENT OF NATURAL RESOURCES**
10 **MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY**
11 **HEALTH AND SAFETY AGREEMENT**

12 Section 1: General

13 The Department of Natural Resources (DNR) and the Michigan
14 Professional Employees Society (MPES) mutually agree the goal is to provide a
15 safe and healthful working environment for all unit employees. Both management
16 and unit employees shall cooperate to identify unsafe working conditions and
17 practices and work toward their elimination. The Michigan Department of Natural
18 Resources DNR shall endeavor to provide a safe and healthful work environment
19 and eliminate recognized hazards.

20
21 Section 2: Health and Safety Committee

22 The Parties agree to establish an MPES/Department Health and Safety
23 Committee comprised of up to three (3) MPES members and an equal number of
24 management representatives. The Parties may mutually agree to add additional
25 members.

26
27 The Committee shall meet as needed to address any health or safety
28 concerns of the Scientific and Engineering Unit employees within the DNR. The
29 Committee shall not, however, meet more frequently than monthly unless MPES
30 and DNR mutually agree. Meetings shall be subject to reasonable scheduling,
31 and Unit employees shall receive administrative leave for participation,
32 necessary travel, and reasonable preparation for all committee activity.

33
34 Section 3: Resolution of Problems

35 The Parties agree to reduce to writing any recommendations for resolution
36 of health or safety concerns and forward them to the appropriate Division
37 Chief(s) with a copy to the Department Safety Officer and appropriate
38 Department Deputy.

39
40 Division Chief(s) shall endeavor to implement recommendations of this
41 joint Health and Safety Committee within thirty (30) days, or respond in writing to
42 the Committee as to a suitable time schedule for implementation, any suggested
43 modification(s), or reasons for non-implementation. Copies of this response shall
44 be provided to Department Safety Officer and Department Director.

1 Health and Safety issues that cannot be satisfactorily resolved by the joint
2 Health and Safety Committee shall be subject to the Labor/Management
3 Conference provision of the MPES/OSE Agreement.

4
5 For the Michigan Professional
6 Natural
7 Employees Society
8 *Cindy Mason*
9 *Phillip Thompson*

For the Department of
Resources
Riley Lentz

10
11 **APPENDIX C-5**

12 **MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY**
13 **MICHIGAN DEPARTMENT OF STATE POLICE**
14 **HEALTH AND SAFETY AGREEMENT**

15
16 SECTION A: GENERAL

- 17 1. The Department of State Police recognizes its responsibility to maintain a
18 safe and healthful work place and will make reasonable efforts to do so.
19
20 2. The Department of Sate Police will operate in accordance with all federal,
21 state and local health and safety laws and regulations.
22

23 SECTION B: FORENSIC SCIENCE DIVISION SAFETY POLICY

- 24 1. The Forensic Science Division Safety Policy shall be as outlined in the
25 Forensic Science Division Quality Manual SM 1-8 or its subsequent
26 revision/update.
27
28 2. Additions to the Division Safety Policy may be locally established if the
29 Employer determines that there exists a condition and/or situation unique
30 to a given laboratory.
31
32 3. The Department of State Police shall furnish to each unit employee and
33 the Society an electronic copy of the Forensic Science Division Safety
34 Policy, including any applicable additions. The unit employees who shall
35 sign for receipt thereof.
36
37 4. Unit employees who fail to comply with provisions of the Forensic Science
38 Division Safety Policy, and/or procedures, including those governing
39 safety equipment or clothing may be subject to disciplinary action.
40

41 SECTION C: TRAINING

- 42 1. At times and locations determined by the Employer, the Department of
43 State Police shall train unit employees assigned to the Forensic Science
44 Division in basic first aid and CPR (Cardio-Pulmonary Resuscitation)
45 every other year. This training shall be tailored towards incidents that may

1 occur in the Forensic Science Division. Forensic Science Division unit
2 employees shall be exempted from this training only upon presentation to
3 the Employer of comparable certification. Failure to complete such training
4 shall not be considered as failure to provide the necessary training by the
5 Employer.
6

- 7 2. At times and locations determined by the Employer, periodic laboratory
8 safety training shall be provided to all Forensic Science Division unit
9 employees. This training will be provided as part of the orientation process
10 for new employees, and other courses may be available upon request.
11 Such requests, including topic desired and suggested date and time, shall
12 be submitted to the Safety Officer and forwarded to the Laboratory
13 Director.
14
- 15 3. Unit employees shall be considered on duty (except as provided herein)
16 for purposes of travel to and participation in any of the above-cited
17 training. Failure to complete all phases of the training provided may, at the
18 discretion of the Employer, require the employee to utilize leave credits for
19 such training.
20
- 21 4. Content of the above-cited training shall be subject to the operational
22 needs of the Employer.
23
- 24 5. Administration of the above-cited training shall be subject to the availability
25 of funds. The Department shall make a good faith effort to procure such
26 funds.
27

28 SECTION D: SAFETY EQUIPMENT AND CLOTHING

- 29 1. The Department shall furnish, without cost to the unit employee, safety
30 equipment and clothing required by the Employer.
31
- 32 2. The Department shall make available to each unit employee, upon request
33 and without cost, safety glasses suitable to wear over prescription glasses
34 while in the laboratory. Such safety glasses will be the Norton 180 or other
35 similar model.
36
- 37 3. Unit employees shall exercise reasonable care in the use of Employer
38 furnished safety equipment.
39
- 40 4. The Department shall provide appropriate instruction or training in the
41 proper use of required safety equipment.
42
- 43 5. The Department shall endeavor to maintain all departmental safety
44 equipment in accordance with manufacturers' recommendations.
45

1 6. The Department shall furnish three (3) scrub suits to each unit employee
2 in the DNA and Serology units. The Department as guided by health and
3 safety law, including law as it pertains to blood born pathogens may
4 require the wearing of the scrub suits. Upon request the Department shall
5 furnish the scrub suits to Forensic Science bargaining unit employees not
6 required to wear them but who chose to wear them on a voluntary basis.
7 These will be provided at no cost to the unit employees as noted above
8 and shall be laundered at the employer's expense. scrub suits shall be
9 replaced as needed but not less than every two years if requested by the
10 employee. Shoe and boot protectors will also be provided at no cost to
11 the unit employees.

12
13 The unit employees who have been furnished scrub suits and shoe/boot
14 protectors shall be required to wear this additional protective clothing, plus
15 laboratory coats, in accordance with the biohazard specimen handling
16 procedures outlined in Forensic Science Division Quality Manual SM-1, II
17 (A-C).

18
19 SECTION E: SAFETY EQUIPMENT FAILURE

20 1. If the On-Site Safety Officer is apprised of a safety equipment failure, the
21 Safety Officer shall immediately notify management and request a labor
22 management meeting to effectuate a resolution.

23
24 SECTION F: HEPATITIS B VACCINE

25 1. The Employer shall make Hepatitis B Vaccine available to all unit
26 employees of the Forensic Science Division pursuant to existing state and
27 federal law. The vaccine shall be administered by licensed medical
28 practitioners selected by the Employer. A follow up blood test will be given
29 to verify the presence of anti-bodies.

30
31 SECTION G: SAFETY CONCERNS

32 1. Safety concerns of unit employees shall be addressed as provided for in
33 departmental policies subject to the following:

34
35 a) On-Site Safety Officers shall be qualified volunteers and will
36 be other than the work site supervisor. If a qualified
37 volunteer is unavailable, the position shall be filled as
38 specified in the Forensic Science Division Quality Manual
39 SM-1, Part 7 (B,2). This position shall be filled by that
40 individual for a minimum of one year and a maximum of
41 three years if the unit employee did not volunteer. The On-
42 Site Safety Officer and their immediate supervisor shall work
43 together to coordinate the work load between safety duties
44 and regular caseload.

1 A. Any proposed schedule changes for bargaining unit employees outside the
2 work shifts defined in Article 18 of the MPES/State of Michigan Primary
3 Agreement shall be reduced to writing by the facility and distributed to
4 affected bargaining unit employees.

5
6 B. Affected bargaining unit employees within the facility will be given up to five
7 (5) work days to reach voluntary agreement as to which employees shall work
8 specific available schedules. Decisions reached in this manner shall be
9 reduced to writing and presented to the individual designated by the facility
10 within the five (5) working day period.

11
12 C. In the event no voluntary agreement is presented to the facility designee,
13 bargaining unit employees will select available work schedules based on
14 seniority, as defined in Article 11 of the primary agreement in the following
15 manner

- 16
17 1. The affected bargaining unit employee, in seniority order, beginning with
18 the most senior, shall have the opportunity to select his/her preferred
19 work schedule and notify the facility designee within five (5) work days
20 after the facility has notified employees that assignments will be made
21 based on seniority.

22
23 In the event some schedules remain open the facility designee shall
24 assign employees to the remaining available schedules.

25
26 D. Bargaining unit employees shall be allowed to bid on any new or vacated
27 schedules within their class, level and facility if the facility intends to fill the
28 position. Such positions bid on will be filled based on seniority.

29
30 E. Bargaining unit employees of equal qualifications may voluntarily agree to
31 switch work schedules with other bargaining unit employees of the same
32 class, level and facility. Such voluntary agreements will be subject to
33 supervisory approval, however, shall not be unreasonable denied.

34
35 F. Any affected bargaining unit employees work schedules shall be determined
36 according to this secondary agreement within twenty (20) work days after
37 ratification of this agreement.

38
39 This does not preclude changes in work schedules within the term of this
40 agreement.

41
42 G. It is understood by the parties that the intent of this secondary agreement is to
43 determine the method of scheduling bargaining unit employees for consistent
44 work schedules (as opposed to rotating work schedules). Requests for
45 rotating work schedules may be implemented by mutual agreement of the

Agreement Between
The State of Michigan and The Michigan Public Employees, SEIU Local 517M

1 parties. If agreement is not reached the issue will be subject to negotiation
2 between MPES and the Department at the request of either party.

3
4 H. The terms of this secondary agreement shall continue in full force and effect
5 through December 31, 1990 unless modified by mutual agreement or
6 negotiation between MPES and the Department of Community Health
7 (formerly Mental Health).

8
Phillip Thompson
MPES 7/22/88

Thomas E. Adams
DMH 7/22/88

MPES/DMH Secondary Bargaining Team

Edward Novak *Jeff Fiszbein*
Richard Kujda *Bonnie Weitzel*

Signed original of this letter is on file with either MPES or OSE

9
10

**APPENDIX E-1
STATEWIDE RECALL REQUEST FORM
SCIENTIFIC/ENGINEERING UNIT**

NAME: _____ Emp ID# _____
TELEPHONE: _____ CURRENT CLASS/LEVEL: _____

Article 12 (Layoff and Recall) of the Agreement between the State of Michigan and the SEIU 517M provides laid off employees certain rights to recall. The following information is essential in protecting your rights. You will be considered for recall only to those positions in classifications and locations you have indicated on this form. This form must be completed and delivered to the department personnel office within seven days of the effective date of your layoff.

I agree to accept recall to positions as indicated below:

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

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

I understand that appointment to such a position shall be subject to Civil Service certification requirements and that it is my obligation to take the necessary steps to have my name placed on a "referral" list for the above classifications. I wish to be placed on recall lists and to be considered for appointment to positions in the counties I have indicated below:

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

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list. Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

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

Employee Signature

Date

**APPENDIX E-2
DEPARTMENT OF AGRICULTURE
RECALL FORM**

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

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

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

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

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

Employee Signature

Date

APPENDIX E-3
DEPARTMENT OF COMMUNITY HEALTH
S&E UNIT DEPARTMENTAL RECALL FORM

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

- Caro Center
- Central Office (Includes Upper Peninsula Laboratory & MLK Blvd.)
- Upper Peninsula Laboratory (Only)
- Martin Luther King Boulevard Complex Laboratory (Only)
- Center for Forensic Psychiatry
- Hawthorn Center
- Huron Valley Center (Corrections/Mental Health Services)
- Ionia Clinical Complex (Corrections/Mental Health Services)
- Jackson Clinical Complex (Corrections/Mental Health Services)
- Kalamazoo Psychiatric Hospital
- Mt. Pleasant Center
- Office of Aging (Autonomous Type 1 Agency)
- Southeast Clinical Complex (Corrections/mental Health Services)
- Walter Reuther Psychiatric Hospital

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

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

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

Employee Signature

Date

**APPENDIX E-4
DEPARTMENT OF TRANSPORTATION
RECALL FORM**

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

- Superior Region
- North Region
- Bay Region
- Grand Region
- Southwest Region
- University Region
- Metro Region
- Lansing Area, Including Secondary Complex And the Bureau of Aeronautics

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

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

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

Employee Signature

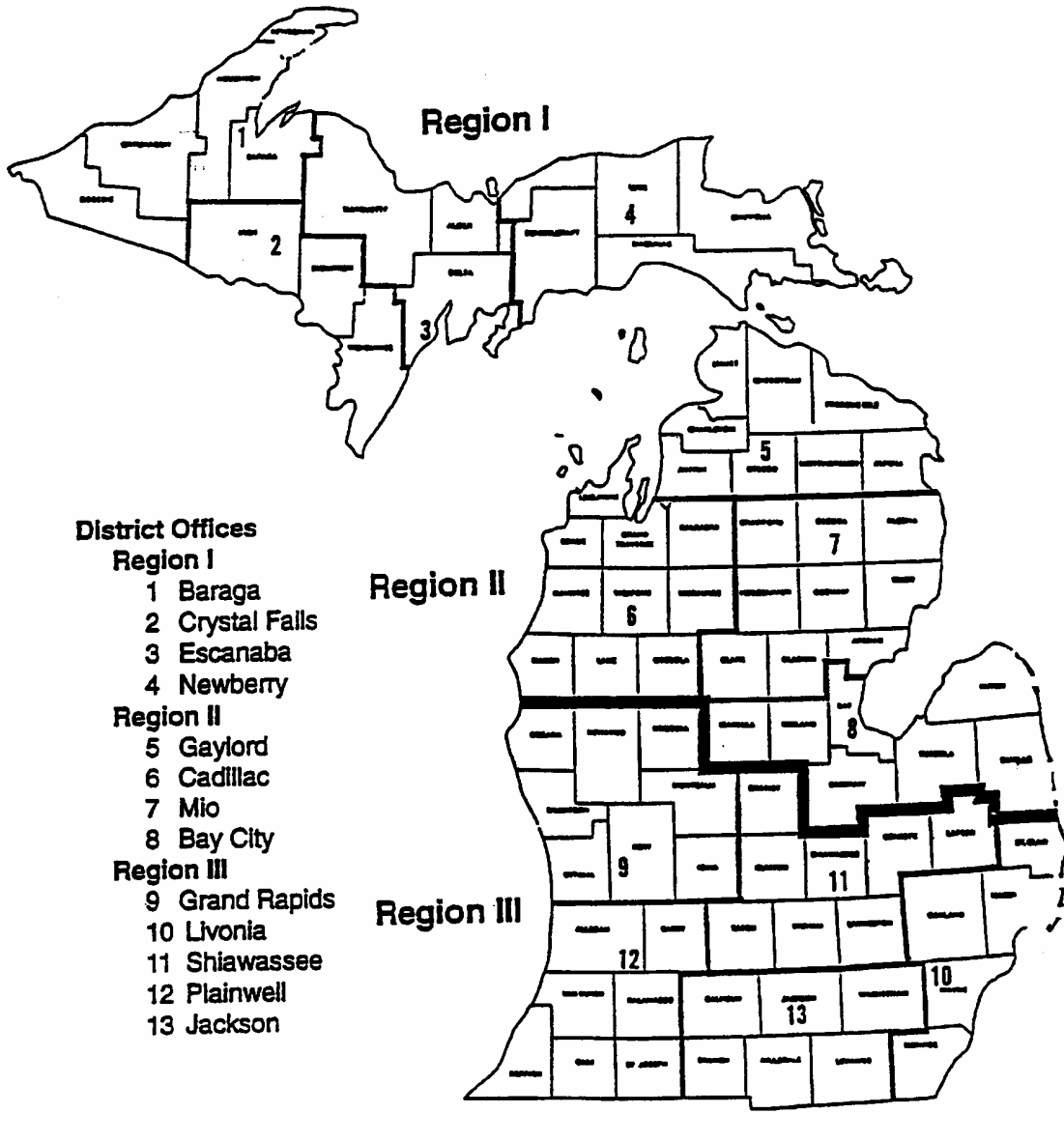
Date

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**APPENDIX F-1
DEPARTMENTAL LAYOFF UNIT MAPS**

DEPARTMENT OF NATURAL RESOURCES MAP

Region/District Structure



4

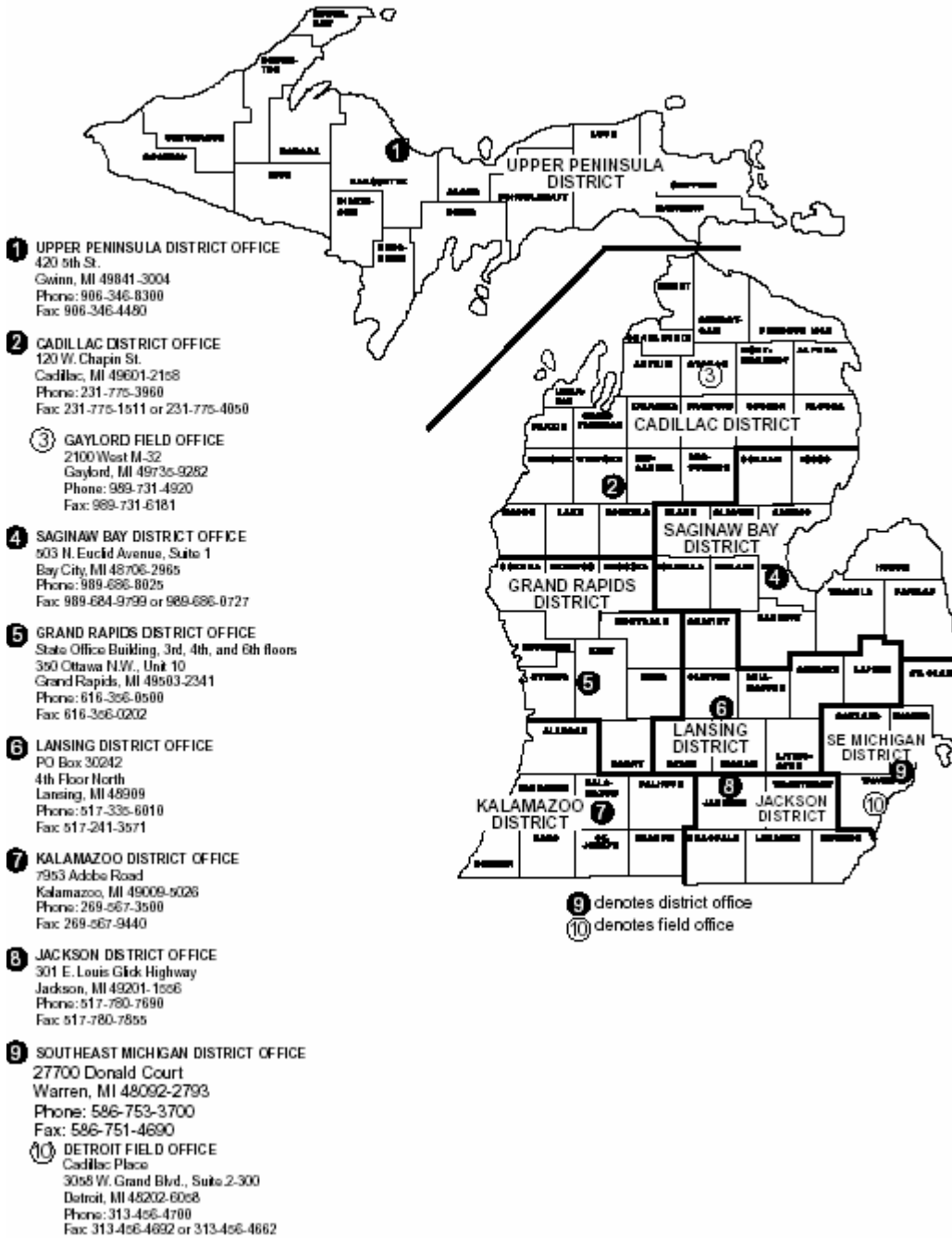
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APPENDIX F-2 DEPARTMENTAL LAYOFF UNIT MAPS



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

DISTRICT AND FIELD OFFICE LOCATIONS



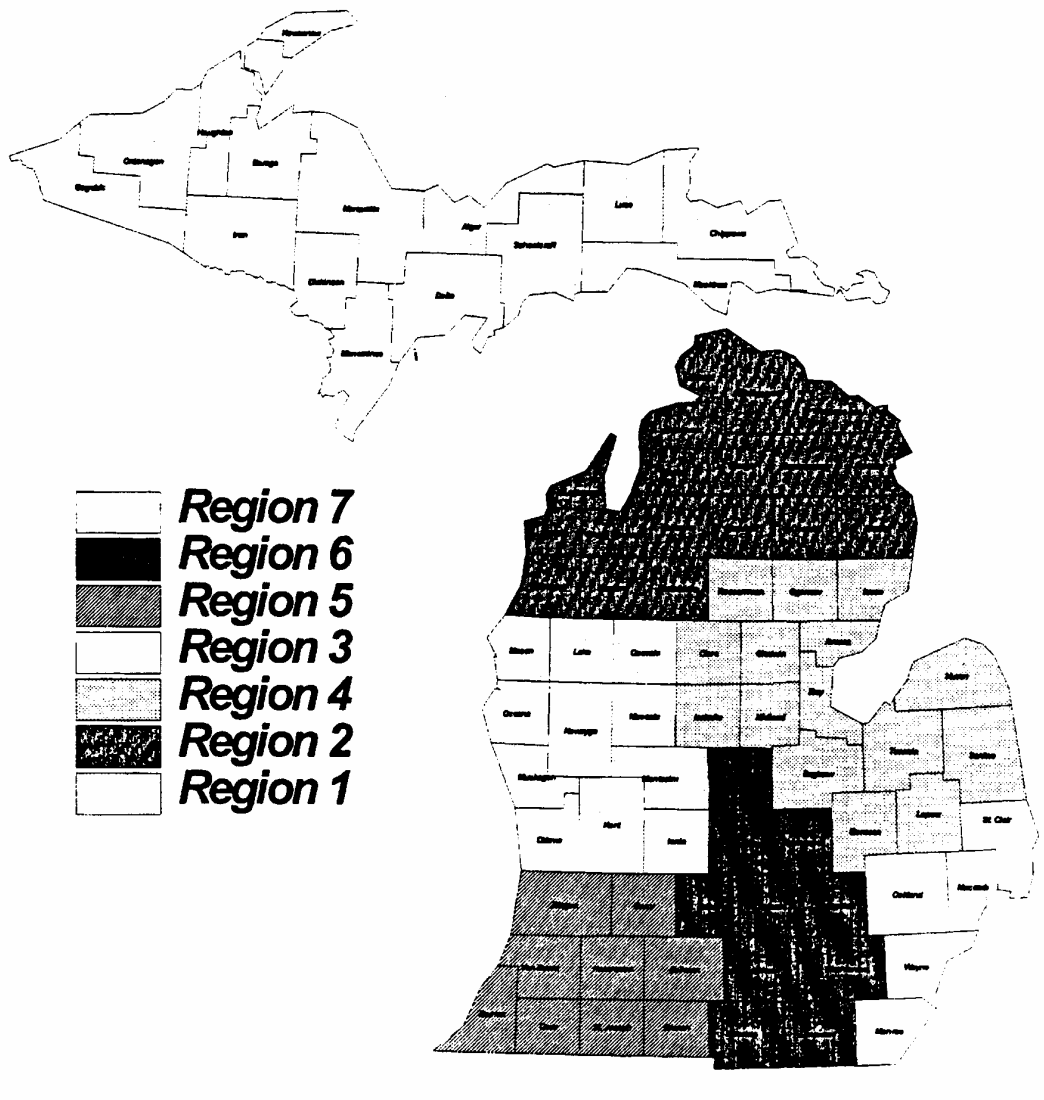
4
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**APPENDIX F-3
DEPARTMENTAL LAYOFF UNIT MAPS**

DEPARTMENT OF AGRICULTURE MAP

***Regional Structure
Mich. Dept. of Agric.***



3
4

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4

**APPENDIX G
LONGEVITY COMPENSATION PLAN SCHEDULES OF PAYMENTS FOR
SEIU 517M**

Years Completed	Hours Completed	
5	10,400	\$260
6	12,480	
7	14,560	
8	16,640	
9	18,720	300
10	20,800	
11	22,880	
12	24,960	
13	27,040	370
14	29,120	
15	31,200	
16	33,280	
17	35,360	480
18	37,440	
19	39,520	
20	41,600	
21	43,680	610
22	45,760	
23	47,840	
24	49,920	
25	52,000	790
26	54,080	
27	56,160	
28	58,240	
29 & Over	60,320 & Over	1040

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15

A. Eligibility.

1. Career employees who separate from state service and return and complete five years (10,400 hours) of full-time continuous service prior to October first of any year shall have placed to their credit all previous state classified service earned.
2. To be eligible for a full annual longevity payment after the initial payment, a career employee must have completed continuous full-time classified service equal to the service required for original eligibility, plus a minimum of one additional year (2080 hours).

1 3. Career employees rendering seasonal, intermittent or other part-time
2 classified service shall, after establishing original eligibility, be entitled to
3 subsequent annual payments on a pro rata basis for the number of hours
4 in pay status during the longevity year.

5
6 B. Payments. Payment shall be made in accordance with the table of longevity
7 values based on length of service as of October 1.

8
9 1. No active employee shall receive more than the amount scheduled for one
10 annual longevity payment during any twelve month period except in the
11 event of retirement or death, or as provided in paragraph 7 of this sub-
12 section.

13
14 2. Initial payments -- employees qualify for their initial payment by completing
15 an aggregate of five years (10,400 hours) of continuous service prior to
16 October 1. The initial payment shall always be a full payment (no
17 proration).

18
19 3. Annual payments.

20
21 a. Employees qualify for full annual payment by completing 2,080 hours
22 of continuous service during the longevity year.

23
24 b. Employees who are in pay status less than 2,080 hours shall receive a
25 pro rata annual payment based on the number of hours in pay status
26 during the longevity year.

27
28 4. Payments to employees who become eligible on October 1 of any year
29 shall be made on the pay date following the first full pay period in October;
30 except that pro rata payments in case of retirement or death shall be
31 made as soon as practicable thereafter.

32
33 5. Lost time considerations.

34
35 a. Lost time is not creditable continuous service nor does it count in
36 qualifying for an initial or an annual payment.

37
38 b. Employees do not earn state service credit in excess of 80 hours in a
39 bi-weekly pay period. Paid overtime does not offset lost time, except
40 where both occur in the same pay period.

41
42 6. Payment to employees on unpaid leave of absence or layoff on
43 October 1.

44
45 a. An employee on other than a waived rights leave of absence, who
46 was in pay status less than 2,080 hours during the longevity year,

1 will receive a pro rata annual payment based on the number of
2 hours in pay status during the longevity year; such payment shall
3 be made on the pay date following the first full pay period in
4 October.

5
6 b. An employee on a waived rights leave of absence will receive a pro
7 rata longevity payment upon returning from leave.

8
9 7. Effective with the pay period beginning August 20, 2000 the
10 anniversary date longevity system will be discontinued. Payments for
11 the conversion period will be as outlined below.

12
13 a. If the employee has more than 12,480 hours prior to October 1,
14 2000 and has received a longevity payment since the end of the
15 last fiscal year, the employee shall receive a pro-rated payment in
16 October 2000 based on the number of hours in pay status between
17 the longevity anniversary date and October 1, 2000.

18
19 b. If the employee has more than 12,480 hours of continuous service
20 prior to October 1, 2000 and has not received a longevity payment
21 since September 30, 1999, the employee's longevity payment in
22 October, 2000 will be calculated based on the number of hours in
23 pay status between his/her last longevity anniversary date and
24 October 1, 2000, as a percentage of 2,080 hours. If an employee is
25 scheduled to receive an anniversary longevity payment on or after
26 August 20, 2000 but before October 1, 2000, the employee's
27 longevity payment in October, 2000 will include both the
28 anniversary longevity payment amount and an additional amount
29 based on the number of hours the employee has been in pay status
30 between the longevity anniversary date and October 1, 2000.

31
32 8. Payment at retirement or death -- an employee with 10,400 hours of
33 currently continuous service, who separates by reason of retirement or
34 death, shall qualify and receive both a terminal and a supplemental
35 payment as follows:

36
37 a. A terminal payment, which shall be either:

38
39 1) A full initial longevity payment based upon the total years of
40 both current and prior service, if the employee has not yet
41 received an initial longevity payment; or,

42
43 2) A pro rata payment for time worked from the preceding October
44 1 to the date of separation, if previously qualified. the pro rata
45 payment is based on hours in pay status since October 1 of the
46 current fiscal year.

1 b. A supplemental payment for all time previously not counted in
2 determining the amount of prior longevity payments, if any.
3

4 C. Longevity Overtime. Upon conversion, the regular rate add-on for longevity
5 will be calculated and paid retroactively for overtime worked in the previous
6 fiscal year. This amount will be included in the longevity payment. In 2000
7 only, the regular rate add-on for longevity will be calculated retroactively for
8 overtime worked on and between August 20, 2000 and September 30, 2000,
9 and will be paid with the longevity payment in the first full pay period in
10 October 2000.
11

12 **APPENDIX H**
13 **LETTER OF UNDERSTANDING**
14 **RE: P-RATE AND RETENTION/HIGH SECURITY**

15 This Letter of Understanding is entered into between the State of Michigan,
16 represented by the Office of the State Employer, and the Michigan Professional
17 Employees Society, exclusive representative for the Scientific and Engineering
18 bargaining unit.
19

20 1. Article 2, Section A of the parties' current collective bargaining agreement
21 incorporates by reference the Rules and Compensation Plan ("Plan") of the
22 Michigan Civil Service Commission which were in effect on the effective date of
23 the agreement, unless the subject matter of such rules and compensation plan is
24 covered in the agreement.
25

26 2. Section 4, IV of the Compensation Plan provides that employees who are
27 currently receiving the forty cents (\$.40) per hour prison rate (eligibility for which
28 is provided in Article 25, Section I of the current collective bargaining agreement),
29 who have two years of continuous service, and whose work stations are
30 described in Section 4, IV, B.2 of the Plan shall be paid a "Retention/High
31 Security" pay premium of an additional ten cents (\$.10) per hour, for a total of fifty
32 cents (\$.50) per hour above regular rates. Retention/high security pay and prison
33 rate shall not be applied simultaneously. All other provisions of Section 4, IV of
34 the Plan shall apply in accordance with their terms.
35

36 3. As full and final resolution of any and all grievances, claims, or other
37 disputes regarding implementation of Retention High Security pay for members
38 of this bargaining unit, the parties agree to implement the provisions of the
39 Section 4, IV of the Compensation Plan effective upon ratification by the
40 members of the Scientific and Engineering bargaining unit and approval by the
41 Civil Service Commission of a voluntary economic agreement for Fiscal Year
42 1993-94.

Phillip L. Thompson
 For the Society
 Date: 11/19/92

James Wilson
 For the Employer
 Date: 11/19/92

43 ***Signed original of this letter is on file with either MPES or OSE***

**APPENDIX I
LETTER OF UNDERSTANDING
HUMAN RESOURCES MANAGEMENT NETWORK (HRMN)**

During negotiations in 2001 the parties reviewed changes in terminology that resulted from the implementation of the new payroll-personnel system, HRMN. The parties have elected to continue to use terminology that existed prior to the implementation of HRMN even though that same terminology is not utilized in HRMN. The parties agree that the HRMN terminology does not alter the meaning of the contract language unless specifically agreed otherwise.

An example of this are the terms “transfer, reassignment, and demotion” which are called “job change” in HRMN. The HRMN history record will show each of these transactions as a job change, however they will continue to have the same contractual meaning they had prior to the implementation of HRMN.

For the Union
Employer

For the Office of the State

Cindy Kalinowski

Janine M. Winters

**APPENDIX J
LETTER OF UNDERSTANDING
ARTICLE 24**

The following Rules for Network Use will be used by the parties in determining in and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some state employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside Michigan:

Members who need medical care when away from Michigan can take advantage of the third party administrator’s national PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in

1 a member being treated as out-of-network unless the member was
2 seeking services as the result of an emergency.
3

4 If a member resides out of state and seeks non-emergency services
5 from a non-PPO provider, he/she will be treated as out-of-network. If
6 there is not adequate access to a PPO provider, exceptions will be
7 handled on a per case basis.
8

RULES FOR NETWORK USE

10 A member is considered to have access to the network based on the type of
11 services required, if there are:
12

- 13 • Primary care -- two primary care physicians (PCP) within 15 miles;
- 14 • Specialty care -- two specialty care physicians (SCP) within 20 miles; and
- 15 • Hospital -- one hospital within 25 miles.

16 The distance between the member and provider is the center-point of one zip
17 code to the center-point of the other.
18

Member costs associated within in-network or out-of-network use

	In-Network	Out-Of-Network
22 Deductible	\$200/Individual	\$500/Individual
23	\$400/Family	\$1,000/Family
24		
25 Effective 1-1-09	\$300/Individual	\$600/Individual
26	\$600/Family	\$1,200/Family
27		
28 Co-Payments	Office Visits \$10	Most Services 10%
29 Effective 10-1-08	Office Visits \$15	
30	Services 0% Or 10%	(See 2. Below)
31	Emergency 0%	
32		
33 Effective 10-1-08	Emergency room visit	Emergency room visit
34	\$50 co-pay if not admitted	\$50 co-pay if not
35		admitted
36		
37 Preventive services	covered at 100%	not covered
38	limited to \$1500 per	
39	calendar year per	
40	person	
41		
42 Out-of-pocket maximum	\$1,000/individual	\$2,000/individual
43	\$2,000/family	\$4,000/family
44		
45		

- 46 1. If a member has access to the network, the member receives benefits at the
47 in-network level when a network provider is used. The member is responsible
48 for the in-network deductible (if any) and co-payment (if any). If a network

1 provider refers the member to an out-of-network SCP the member continues
2 to pay in-network expenses.
3

4 2. If a member has access to the network, the member receives benefits at the
5 out-of-network level when a non-network provider is used. The member is
6 responsible for the out-of-network deductible (if any), and co-payment (if any).
7

8 • If the non-network provider is a blues' participating provider, the provider
9 will accept the blues' payment as payment in full. The member is
10 responsible for the out-of-network deductible and co-payment. The
11 member will not, however, be balance billed.

12 • If the non-network provider is not a Blues' participating provider, the
13 provider does not accept blues' payment as payment in full. The member
14 is responsible for the out-of-network deductible and co-payment. The
15 member may also be balance billed by the provider for all amounts in
16 excess of the Blues' approved payment amount.
17

18 When a member has access to the network and chooses to use an out-of-
19 network provider, amounts paid toward the out-of-network deductible, co-
20 payment or out-of-pocket maximum cannot be used to satisfy the in-network
21 deductible, co-payments or out-of-pocket maximum.
22

23 3. If a member does not have access to the network as provided above, the
24 member will be treated as in-network for all benefits. The member will be
25 responsible for the in-network deductible (if any) and co-payment (if any).
26

27 4. If a member does not have access to the network but then additional
28 providers join the network so that the member would now be considered in-
29 network, the member will be notified and given a reasonable amount of time
30 in which to seek care from an in-network provider. Care received from a non-
31 network provider after that grace period will be considered out-of-network and
32 the out-of-network deductibles, co-payments and out-of-pocket maximums
33 will apply. If a member is undergoing a course of treatment at the time he
34 becomes in-network, the in-network rules will continue for that course of
35 treatment only pursuant to the PPO standard transition policy. Once the
36 course of treatment has been finished, the member must use an in-network
37 provider or be governed by the out-of-network rules.
38

39 If a member is under a course of treatment on January 1, 2003 when the new
40 State Health Plan is implemented, the member will be treated as in-network until
41 the course of treatment is concluded pursuant to the PPO standard transition
42 policy. After that, the level of benefits will be governed by the in/out-of-network
43 rules of the new State Health Plan.
44
45

1
2
3

**APPENDIX K
ARTICLE 24
STATE HEALTH PLAN PPO – BENEFIT CHART**

State Health Plan (PPO)		
	In-Network	Out-of-Network
Preventive Services - Limited to \$1500 per calendar year per person		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered –100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered –100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered –100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered –100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered – 100%	Not covered
Fecal Occult Blood Screening	Covered –100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered – 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not covered
PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT		
Mammography Screening For Standard Film. Covers Digital Up To Standard Film Rate	Covered – 100%	Covered - 90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam (Effective Jan. 1, 2006)	Covered – 100%	Covered - 90% after deductible
	Beginning At Age 50; One Every 10 Years	
Childhood Immunizations (Effective Jan. 1, 2006)	Covered 100% For Children Through Age 16	Covered 90% After Deductible
Physician Office Services		
Office Visits	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$15 co-pay	
Outpatient and Home Visits	Covered – 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$15 co-pay	

Agreement Between
The State of Michigan and The Michigan Public Employees, SEIU Local 517M

Emergency Medical Care		
Hospital Emergency Room-approved diagnosis, prudent person rule	Covered - 100% for emergency medical illness or accidental injury	Covered - 100% for emergency medical illness or accidental injury
Effective 10-1-08:	Covered - 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury	Covered - 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered – 100% after deductible	Covered - 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered – 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered - 90% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered - 100% after deductible Unlimited Days	Covered - 90% after deductible Unlimited Days
Inpatient Consultations	Covered - 100% after deductible	Covered - 90% after deductible
Chemotherapy	Covered - 100% after deductible	Covered - 90% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered - 100% after deductible	Covered – 90% after deductible
	120 days per confinement	
Hospice Care	Covered - 100%	Covered - 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered - 100% after deductible	Covered - 100% after deductible
	Unlimited visits	
Surgical Services		
Surgery - includes related surgical services	Covered - 100% after deductible	Covered - 90% after deductible
Voluntary Sterilization	Covered - 100% after deductible	Covered - 90% after deductible

Agreement Between
The State of Michigan and The Michigan Public Employees, SEIU Local 517M

Human Organ Transplants		
Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered - 100% after deductible in designated facilities only	Covered -100% after deductible in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow - when coordinated through the TPA - specific criteria applies	Covered - 100% after deductible	Covered - 90% after deductible
Kidney, Cornea and Skin	Covered - 100% after deductible	Covered - 90% after deductible
Mental Health Care and Substance Abuse - Covered under non-BCBSM contract		
Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only
Other Services		
Allergy Testing and Therapy	Covered - 100% after deductible	Covered - 90% after deductible
Rabies treatment after initial emergency room treatment	Covered - 100% after deductible	Covered - 90% after deductible
Chiropractic Spinal Manipulation	Covered - \$10 co-pay	Covered - 90% after deductible
Effective 10-1-08:	Covered - \$15 co-pay	
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered - 100% after deductible	Covered - 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered - 100% after deductible	Covered - 90% after deductible
	Up to a combined maximum of 90 visits per calendar year	
Durable Medical Equipment	Covered 100%	Covered 80% Of Approved Charges
Prosthetic and Orthotic Appliances	Covered 100%	Covered 80% Of Approved Charges
Private Duty Nursing	Covered - 90% after deductible	Covered - 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract

Agreement Between
The State of Michigan and The Michigan Public Employees, SEIU Local 517M

Hearing Care Program	\$10 office visits; more frequent than 36 months if standards met.	
Effective 10-1-08:	\$15 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after deductible (up to 20 visits annually)	Covered - 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	
Deductible, Co-pays and Dollar Maximums		
Deductible	\$200 per member; \$400 per family	\$500 per member; \$1,000 per family
Effective 1-1-09:	\$300 per member; \$600 per family	\$600 per member; \$1,200 per family
Co-pays		
- Fixed Dollar Co-pays - Do not apply toward deductible	\$10 for office visits/consultations, Chiropractic	
Effective 10-1-08:	\$15 for office visits/consultations, Chiropractic	
- Percent Co-pays - MH/SA co-pays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MHSA outpatient, and private duty nursing	10% for most services; MHSA at 50%
Annual Dollar Maximums		
- Fixed Dollar Co-pays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Co-pays - MH/SA and private duty nursing co-pays do not apply toward out-of-pocket maximum	\$1,000 per member; \$2,000 per family	\$2,000 per member; \$4,000 per family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

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