

# Labor Agreement

Between



**Michigan Public Employees,  
SEIU Local 517-M**  
Technical bargaining unit

**AND**



**The State of Michigan**

**Effective:**

**January 1, 2019  
through  
December 31, 2021**



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## **AGREEMENT**

This is an Agreement made and entered into effective January 1, 2019 by and between the State of Michigan and its principal Departments and Agencies excluding the Civil Service Commission (hereinafter referred to as the Employer), and the Michigan Public Employees SEIU Local 517M, Technical Unit (hereinafter referred to as the Union).

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

**ARTICLE 1**  
**Purpose and Intent**

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

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

## **ARTICLE 2**

### **Recognition**

#### **Section 1. Bargaining Unit.**

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

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

#### **Section 2. New or Abolished Classifications.**

The parties recognize the plenary authority of the Civil Service Commission in classifying positions. The parties will review all abolishments of existing Unit classifications as well as all new classifications consisting of a significant part of the duties of existing Unit classifications. Representation Unit positions shall not be reclassified, reallocated, or retitled at the request of the Employer without prior written notice to the Union. This provision shall not be construed to prohibit the Employer from reallocating positions which have been downgraded for training. Classified employees in classes and positions assigned to this Unit in accordance with this Section shall be subject to the provisions of this Agreement unless excluded by the Civil Service Commission as managerial, confidential or supervisory in accordance with the provisions of the Civil Service Commission Rules or Regulations.

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

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

## **ARTICLE 3**

### **Integrity of the Bargaining Unit**

#### **Section 1. Bargaining Unit Work Performed by Non-Bargaining Unit Employees.**

- A. The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. The Employer shall inform the Union of the economic or programmatic reasons for changes in work routines or systems that result in layoff of employees, abolishment or attrition of positions.
- B. As provided in this Agreement, Bargaining Unit work will normally be performed by classified employees in the Bargaining Unit.
- D. The Employer may continue to use such programs as the type listed below, provided that the primary purpose of such programs is to supplement ongoing activities or to provide training opportunities.
- Student Work Experience
  - Seasonal Recreation Programs
  - Volunteer Programs

To the extent that it is available, the Employer will provide the Union with information which permits the Union to monitor the implementation of such programs, if not already provided.

#### **Section 3. Contracting and Subcontracting.**

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

The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such sub-contracting upon Bargaining Unit employees. Whenever the Employer intends to contract out or sub-contract services, the Employer shall, as early as possible but at least fifteen (15) calendar days prior to implementation and no later than at the time of submission to Civil Service, give written notice of its intent to contract or sub-contract to the Union. Such notice shall consist of a copy of the material sent to Civil Service which shall include such matters as:

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

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

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\_\_\_\_\_The State of Michigan and SEIU 517M, Technical Unit\_\_\_\_\_

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

## **ARTICLE 4**

### **Union Dues Deduction and Remittance**

To the extent permitted by the Michigan Civil Service Commission Rules and Regulations, it is agreed that:

#### **Section 1. Dues Deduction.**

Upon receipt of a completed individual authorization form from any of the employees covered by this Agreement, the Employer will deduct from the pay due such employee those dues and/or initiation fees required to maintain the employee's membership in the Union in good standing.

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

The Union dues deduction authorization shall remain in full force and effect until revoked or terminated on written notice to the Employer and the Union at any time.

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

#### **Section 2. Representation Fees.**

The Employer agrees to deduct from the wages of any Bargaining Unit employee who voluntarily chooses to pay to the Union a Representation Service Fee, if the employee has authorized the Employer to do so by an authorization in accordance with the specifications used by the Employer.

The authorization shall remain in full force and effect until revoked or terminated at any time.

#### **Section 3. Remittance and Accounting.**

The Employer shall remit monies withheld from payroll dues and voluntary representation fee deduction no later than ten (10) calendar days after the close of the pay period of deduction, together with an alphabetical list of the names, by Department and Agency, of all active employees from whom deductions have been made, enrollments, cancellations, deduction changes, additional deductions, name changes.

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

Dues or voluntary representation fees deduction authorization may be revoked at any time by the employee. The employee will furnish written notice of such revocation to the Employer and the Union.

**Section 4. Bargaining Unit Information Provided to the Union.**

The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this unit who are hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining unit, or who have made any changes in union deductions. This report shall include the employee's name, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).

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

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

**Section 5. Deductions Not Taken.**

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

## **ARTICLE 5 Union Rights**

### **Section 1. Bulletin Boards.**

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

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

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

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

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

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

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

### **Section 2. Mail Services.**

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

### **Section 3. Union Information Packet.**

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



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

**Section 4. Maintenance of Materials.**

Designated Union officials shall have the right to maintain Union related materials in their work areas. The Union shall provide to the Office of the State Employer the names of these designated officials within thirty (30) calendar days after the effective date of this Agreement.

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

**Section 5. Union Meetings on State Premises.**

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

**Section 6. Telephone Directory.**

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

**Section 7. Access to Premises by Union Staff.**

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

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

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

**Section 8. Access to Documents, Records or Policies.**

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

**Section 9. Prohibited Materials.**

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

## **ARTICLE 6**

### **Management Rights**

#### **Section 1. Rights of Employer.**

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

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

- A. Determine matters of managerial policy; mission of the Agency (i.e., the services to be provided, their level, and by what means); budget; the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of emergency, to take whatever action is necessary to carry out the Agency's mission. However, if such determinations alter conditions of employment to produce substantial adverse impact upon employees, the modification and remedy of such resulting impact from changes in conditions of employment shall be subject to negotiation requirements. Any claim by the Union of failure on the part of the Employer to bargain in good faith shall be appealable through the procedures contained in the Civil Service Commission Rules and Regulations.
- B. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer. Such rights shall be exercised consistent with the other provisions of this Agreement.
- C. Determine the size and composition of the work force, direct the work of the employees, determine the amount and type of work needed and, in accordance with such determination, relieve employees from duty because of lack of funds or lack of work. Such rights shall be exercised consistent with the other provisions of this agreement.
- D. Make work rules which regulate performance, conduct, and safety and health of employees, provided that changes in such work rules shall be reduced to writing and furnished to the Union for its information as soon as possible, and provided that such rules do not violate any provisions of this Agreement. Rules under this section will be reviewed prior to implementation by the Office of the State Employer.

**Section 2. Non-Negotiability of Management Rights.**

- A. It is agreed by the parties that none of the management rights noted above or any other management rights shall be subjects of negotiation during the term of this Agreement; provided, however, that such rights must be exercised consistently with the other provisions of this Agreement.
- B. None of the enumerated rights contained in this Article are intended to supersede any written provisions of this Agreement.

**Section 3. Zipper Clause.**

This Agreement, including its supplements and exhibits attached hereto, concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement, except as specifically provided elsewhere by the terms of this Agreement or the provisions of the Civil Service Commission Rules and Regulations. The parties acknowledge and agree that the bargaining process, under which this Agreement has been negotiated, is the exclusive process for affecting terms and conditions of employment.

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

This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements, and practices, oral and written, expressed or implied, except as provided in Article 22, Maintenance of Benefits, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

## **ARTICLE 7**

### **Union Business and Activities**

#### **Section 1. Union Activities During Working Hours.**

Employees shall be released and allowed time off as provided for in this Agreement, and any pay provided by the employer for these meetings is governed by Civil Service rules and regulations.

#### **Section 2. Time Off for Union Business.**

- A. To the extent that the release for Union business does not substantially interfere with the Employer's operations, properly designated Union representatives, regardless of shift, shall be released and allowed time off for legitimate Union business, and any pay provided by the employer for these meetings is governed by Civil Service rules and regulations. Such time off shall not be detrimental in any way to the employee's record. Nothing herein requires the Employer to release an employee from work if such release would substantially interfere with the work, order or discipline in the work place, or if such release would directly or indirectly pose a risk to the health or safety of State employees, officers, or the public, or would require the Employer, by the terms of this Agreement to pay overtime at premium rates because of such release.
- B. An employee shall furnish notice of the employee's request to be released from work pursuant to Subsection A. above to his/her immediate supervisor, as soon as possible, but prior to the scheduled activity.

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

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

#### **Section 3. Union Officers.**

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

## **ARTICLE 8**

### **Union Representation**

#### **Section 1. Bargaining Committee.**

Employees in the Bargaining Unit shall be represented by the Union in primary and secondary negotiations in accordance with this Section.

- A. Primary Negotiations: The Primary Bargaining Committee, including alternates, shall be designated in writing by the Union. No more than seven (7) employees shall be released to attend such sessions. Designations shall be provided to the State Employer not later than the Monday immediately preceding the pay period containing the date of the first negotiation session. Each properly designated committee member shall be released for all approved time related to primary negotiations, and any pay that is provided by the employer for primary negotiations shall be governed by Civil Service rules and regulations.
- B. Secondary Negotiations: Any Secondary Bargaining Committee shall be designated by the Union and shall consist of not more than six (6) persons in the Department of Transportation and three (3) persons in the other Departments per session, all of whom shall be employed in the Department in which secondary negotiations are conducted, excluding non-state employees.

Written notice of the names of unit employees designated by the Union shall be supplied to the relevant departmental employer not later than the Monday immediately preceding the pay period containing the date of the first negotiating session. Each secondary committee member shall be released for the first forty (40) hours of secondary negotiations, or such lesser amount as the negotiations require. Such forty (40) hours maximum may be increased by an amount mutually agreed upon by the parties. Any pay provided by the employer for secondary negotiations shall be governed by Civil Service rules and regulations.

#### **Section 2. Union Representatives and Jurisdictions.**

Employees covered by this Agreement are entitled to be represented in investigative interviews/meetings, disciplinary conferences, and the grievance procedure by a Steward or Chief Steward or, at the discretion of the Union, a Union Staff Representative. Employees may, alternatively, be represented by an attorney of their choice in the grievance procedure, at their own expense, on terms acceptable to the Union and the Employer.

The Union may designate one (1) Steward for each fifteen (15) employees at a work site, up to a maximum of five (5) Stewards at any work site, to represent Unit employees of a Department in grievance conferences, investigative interviews/meetings, or disciplinary conferences at such work site. Each assigned Steward may have an assigned Alternate. In the event a Steward or alternate is not available at the work site of an employee entitled to representation under this section, a Steward or alternate from an adjacent work site may represent the employee.

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

Chief Stewards will not be selected from work sites of less than seven (7) employees. In the event the preceding restriction causes the Union difficulty in selecting Chief Stewards, the parties agree to meet in an attempt to resolve the problem. The total number of Chief Stewards shall not exceed one (1) per Union Chapter.

Within 30 days of the effective date of this Agreement, the Union will provide to the Office of the State Employer and the affected departments a list of the chief stewards and their designated jurisdictional areas. Subject to operational needs, and with as much advance notice as possible to their immediate supervisor, the chief stewards on this list shall be permitted to provide representation during grievance, investigative and disciplinary proceedings for bargaining unit employees from outside of the chief steward's department. Any chief steward representation must be promptly recorded with the department, the Office of the State Employer and the Union. In the event that the Employer or the Union raises concerns regarding chief steward representation, the parties agree to meet to resolve the concerns.

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

### **Section 3. Release of Union Representatives.**

No Union Representative shall leave his/her work to engage in employee representation activities without first notifying and receiving approval from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall unreasonably be denied.

In the event that approval is not granted for the time requested by such representative the Union, at its discretion, may either request an alternate representative or have the activity postponed and rescheduled. In making such request, the Union will provide timely representation to avoid delay.

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

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

**Section 4. Access to Union Representatives.**

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

Such discussions shall not be held in such a place or manner as to disrupt the operations of the Employer. In circumstances involving a grievance meeting with management, disciplinary conference or an investigatory interview in which by the terms of this Agreement, the employee is entitled to request Union representation, the employee shall have access to a representative during work time for up to one-half hour immediately preceding the meeting with management if non-work time is not available for the employee to meet with the representative as long as it will not cause the Employer any overtime liability or substantially interfere with work operations.

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

Designated Union officials will have reasonable access to receiving and making telephone calls related to Union business provided that such telephone use takes place on non-work time with the exception of telephone calls to the Employer, does not unreasonably interfere with the normal work activities, and does not result in any long distance telephone charges incurred by the Employer.

**Section 5. Union Leave.**

- A. No later than thirty (30) calendar days following the effective date of this Agreement, the Union shall provide written notice to the State Employer of the name and Department/Agency of the President who will be exercising any of the representational or union functions contained or recognized in any Article of this Agreement. This shall include but is not limited to grievance handling, disciplinary conferences, arbitration, labor management meetings, and all other activities in which Union Representatives are entitled by the terms of this Agreement to participate. Similar written notice shall be provided within seven (7) calendar days following change in such designation.
- B. If the President is expected by the Union to spend more than 500 hours in a contract year in such activities, the Employer shall be notified. Such employees shall be placed on "Union Leave" and shall be relieved of all work duties during the course of such leave; and the Union shall reimburse the State for the employee's full payroll cost, including wages, taxes, benefits, and retirement contributions.
- C. If, during the course of any contract year, the amount of leave used by the employee referenced in Subsection A above exceeds 500 hours during the contract year, such employee may immediately be placed on "Union leave" by the Employer subject to the conditions of Subsection B above.



- E. The "Union Leave" shall extend to the end of the contract year, at which time it shall be renewed unless the Union notifies the Employer that it does not expect the employee to spend 500 hours or more in activity cited in this Section in the following contract year.
- F. In the event that a full time (2088 hours per year) designated union representative is released from their work duties, any pay that is provided by the employer shall be governed by Civil Service rules and regulations.

## **ARTICLE 9**

### **Grievance Procedure**

#### **Section 1. General.**

- A. A grievance is defined as a written complaint alleging that there has been a violation, misinterpretation or misapplication of any condition of employment contained in this Agreement, or of any rule, policy or regulation of the Employer, deemed to be a violation of this Agreement or a claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation arises out of an existing mutually accepted past practice. The concept of past practice shall not apply to matters which are solely operational in nature.
- B. Employees shall have the right to present grievances in person or through a designated Union Representative at the appropriate step of the grievance procedure. No discussion shall occur on the grievance until the designated Union Representative has been afforded a reasonable opportunity to be present at any grievance meetings with the employee(s).

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

- C. The Union shall determine the representative(s) at step one, or step two of the grievance procedure not to exceed two representatives in attendance at any grievance conference.
- D. Only related subject matters shall be covered in any one grievance. A grievance shall contain the clearest possible statement of the grievance by indicating the issue involved, the relief sought, the date the incident or alleged violation took place, and the specific section or sections of this Agreement involved if any. The grievance shall be presented to the immediate supervisor on a mutually agreed upon form, signed and dated by the grievant(s).
- E. All grievances shall be presented promptly and no later than fifteen (15) week days from the date the grievant knew or could reasonably have known of the facts or the occurrence of the event giving rise to the alleged grievance. Week days, for the purpose of the Article, are defined as Monday through Friday inclusive, excluding holidays.
- F. The Union, through an authorized Officer or Staff Representative, may grieve an alleged violation concerning the application or interpretation of this Agreement in the manner provided herein. Such grievance shall identify, to the extent possible, employees affected. The Union may itself grieve alleged violations of Articles conferring rights solely upon the Union.
- G. Grievances which by nature cannot be settled at Step One of the grievance procedure may, upon mutual agreement, be filed at Step Two.

- H. Group grievances are defined as, and limited to, those grievances which cover more than one employee and which pertain to like circumstances for the grievants involved. Group grievances shall name all employees and/or classifications and all work locations covered and may, at the option of the Union, be submitted directly to Step Two. Group grievances shall be so designated at Step One of the grievance procedure, although names may be added or deleted prior to the conclusion of the Step Two hearing. The Union shall, at the time of filing such a grievance, also provide a copy to the Office of the State Employer.
- I. It is expressly understood and agreed that the specific provisions of this Agreement take precedence over policy, rules, regulations, conditions and practices contrary thereto, except as otherwise provided in the Civil Service Rules and Regulations.
- J. There shall be no appeal beyond Step Two on initial probationary service ratings or involuntary separation of initial probationary employees which occur during or upon completion of the probationary period, except that grievances alleging unlawful discrimination against a probationary employee may be appealed by the Union to arbitration.
- K. Counseling memoranda, annual ratings, and reprimands are not appealable beyond Step Two of the grievance procedure, but less than satisfactory interim rating, follow up rating, or probationary rating grievances of employees with civil service status, are appealable to arbitration.
- L. The parties agree that as a principle of contract interpretation employees shall give full performance of duty while a non-dismissal and non-suspension grievance is being processed.
- M. Grievances filed before the effective date of the Agreement shall be concluded only under the provisions of the previous agreement as though that agreement were still in effect.
- N. All written grievance settlements that do not address an implementation date shall be implemented as soon as administratively feasible.

**Section 2. Grievance Steps.**

- A. Step One: Informal discussion of complaints between employees and/or stewards and supervisors is encouraged prior to filing of grievances. Within ten (10) week days of receipt of the written grievance from the employee(s) or the designated Union Representative, the supervisor or designated management official will, on his/her own initiative or in response to a request from the Union or the employee, schedule a meeting with the employee(s) and/or the designated the Union Representative to discuss the grievance. Grievance meetings at Step One involving 2nd or 3rd shift employees shall be held as conveniently as possible to the employee's shift and normally precede or immediately follow the employee's shift.

The supervisor or designated management official will return a written decision to the employee(s) and the Union Representative within ten (10) weekdays after the Step

One grievance meeting. If no Step One meeting is held, the decision is due within ten (10) weekdays after receipt of the grievance at Step One. The answer will be responsive to the grievance to the extent possible and shall indicate the basis for the determination.

- B. Step Two: If not satisfied with the Employer's answer in Step One, to be considered further, the grievance shall be appealed to the departmental Appointing Authority or his/her designee within ten (10) week days from receipt of the answer in Step One. A Step Two conference shall be mandatory, at the written request of either party, on any grievance subject to arbitration under this Agreement. The Step Two conference shall be held within ten (10) week days of the written request.

The Step Two grievance conference is for the purpose of discussing the grievance, discovering the facts, and attempting to reach a mutually acceptable resolution of the grievance. Such conference shall be conducted as an informal discussion and not a formal hearing. The written decision of the Employer will be placed on the grievance form by the departmental Appointing Authority or his/her designee and returned to the grievant(s) and the designated Union Representative within ten (10) week days from the date the Step Two conference is held. If a Step Two conference is not required, the Employer's written response must be given within ten (10) week days from the date of the receipt of the grievance at Step Two.

If the grievant or Union decides to modify or amend a grievance or raise new issues, such action must be taken by the conclusion of the Step Two conference. If the Union requests a Step Two conference in writing and such conference is not held, then the Union may modify or amend a grievance or raise new issues no later than the date of the written appeal to arbitration.

- C. Arbitration: If not satisfied with the Employer answer in Step Two, only the Union may appeal the grievance to arbitration within twenty-five (25) week days from the date of the Department's answer in Step Two. If an unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Employer's Step Two answer without prejudice or precedent in the resolution of future grievances. The parties may propose consolidation of grievances containing similar issues.

In the event the department does not provide the required Step Two answer to a grievance within the time limit above, the Union may request the Office of the State Employer to schedule and hold a meeting, within ten (10) weekdays, where the department will provide an oral response to the grievance sufficient to enable the Union to make an informed decision regarding its merits.

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

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

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

If the grievance is not resolved through such meeting, the Union may continue to arbitration. This process shall not impede or delay the grievance arbitration process. All issues not previously raised, including threshold issues, shall be raised by either party in writing within fifteen (15) week days following the Employer's receipt of the demand for arbitration.

The Union and the Office of the State Employer will each nominate five (5) arbitrators to serve on a panel to hear grievances appealed to arbitration. Any arbitrator nominated by both parties shall serve on the panel. The Employer and the Union may each strike up to three (3) names remaining on the other party's list. All names not stricken shall serve on the panel.

The names of the arbitrators designated to serve on the panel and who agree to serve shall be listed in alphabetical order and shall serve on a rotating basis. Upon notice to the State Employer that a grievance is appealed to arbitration subject to the approval of the Union's grievance committee, the grievance will be assigned to the next arbitrator on the list. Upon notice to the State Employer that the grievance has been approved for arbitration, the Employer will send, within ten (10) weekdays, a request for arbitration to the arbitrator so assigned and provide copies of the request to the affected department and the Union.

Each request for arbitration shall require the arbitrator schedule and hold the hearing within sixty (60) days of receiving the request for arbitration. The parties are expected to set aside all normal business in order to schedule and hold the hearing within sixty (60) days. By mutual written agreement, the parties may waive the sixty (60) day requirement. Upon notice from the arbitrator that the sixty (60) day time limit cannot be met, the State Employer shall send a second request for arbitration to the next arbitrator on the list.

C 1 Arbitration:

- a. An expedited arbitration system shall be used for all appeals to arbitration that involve the involuntary separation of an employee from state employment.
- b. All provisions of section C, above shall apply to expedited arbitration unless modified herein. The arbitrator selected shall be requested to hear the case within forty-five (45) calendar days of being assigned to the case. By mutual written agreement, the parties may waive the forty-five (45) day time limit. Upon receipt of

notice from the Arbitrator that the forty-five (45) day time limit cannot be met, the Office of the state Employer shall send a second request for arbitration to the next Arbitrator on the list.

- c. Briefs, if any shall be filed simultaneously by the parties within fourteen (14) calendar days of the last day of the arbitration hearing.
- d. The decision of the Arbitrator shall be rendered within fourteen (14) calendar days of the closing of the record. By mutual agreement, the Arbitrator may issue a bench decision.

During January of each year, the Union and the State Employer have the right to remove one arbitrator each, from the panel. The Union and the Office of the State Employer will mutually agree upon the replacement arbitrator(s).

The Arbitrator will conduct the hearing in accordance with the rules of the American Arbitration Association (AAA), except as otherwise provided for in this agreement. The expenses and fees of the Arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the arbitration. In the event the arbitrator rules that neither party totally prevails in the arbitration, the expenses and fees of the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties to the arbitration. The expenses of a court reporter shall be borne by the party requesting the reporter unless the parties agree to share such costs.

The Arbitrator shall only have the authority to adjust grievances in accordance with this Agreement, as provided in the Civil Service Rules and Regulations. The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of the Civil Service Rules and Regulations or this Agreement and shall not make any award which in effect would grant the Union or the Employer any rights or privileges which were not obtained in the negotiation process. The authority of the Arbitrator shall remain subject to and subordinate to the limitations and restrictions on subject matter and personal jurisdiction in the Civil Service Rules and Regulations.

The decision of the Arbitrator will be final and binding on all parties to this Agreement, except as may be otherwise provided in the Civil Service Rules and Regulations. Arbitration decisions shall not be appealed to the Civil Service Commission, except any party may file with the State Personnel Director a complaint that the Arbitrator's decision violates, rescinds, limits, or modifies a Civil Service Rule or Regulation governing a prohibited subject of bargaining. When the Arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) week days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within twenty (20) week days from the closing of the record of the hearing.

- D. Hearing and Record: The Arbitrator shall fix the time and place for each hearing. Either party may be represented by representatives of their own choice. A party wishing a stenographic record shall make arrangements directly with a stenographer and shall notify the other party and the Arbitrator of such arrangements in advance of the

hearing. The requesting party shall pay the cost of the record unless the parties agree to share such costs. If the transcript is agreed by the parties to be, or in appropriate cases determined by the Arbitrator to be, the official record of the proceeding, it must be made available to the Arbitrator and to the other party.

- E. Attendance at Hearings: Persons having a direct interest in the arbitration are entitled to attend hearings unless a party objects in which case the Arbitrator shall decide on attendance. The Arbitrator shall have the power to sequester any witness or witnesses during the testimony of other witnesses, except for the grievant who shall be entitled to remain during the course of the hearing.
- F. Adjournments: Adjournments may be granted by the Arbitrator upon the request of a party for good cause shown or upon his or her own initiative and shall adjourn if mutually agreed by the Union and the Employer. Cancellation fees, if any, shall be paid by the requesting party unless the adjournment is by mutual request.
- G. Oaths: The Arbitrator may require witnesses to testify under oath administered by the Arbitrator or other qualified person and, if requested by a party, shall do so.
- H. Evidence: The Arbitrator shall be the sole judge of the admissibility of the evidence offered. The legal rules of evidence shall not apply.

### **Section 3. Time Limits.**

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

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

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

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

**Section 4. Retroactivity.**

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

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

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

**Section 5. Exclusive Procedure.**

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

**Section 6. Processing Grievances.**

Whenever possible, the Grievant, or group grievance representative, and the designated Union Representative shall utilize non-work time to consult and prepare. When such preparation is not possible, the grievant or group grievance representative(s) and the designated representative will be permitted a reasonable amount of time, not to exceed one-half (½) hour, for consultation and preparation immediately prior to any scheduled grievance step meeting during their regularly scheduled hours of employment. Any pay provided by the employer is governed by Civil Service rules and regulations. Overtime is not authorized.

One (1) designated Steward or Chief Steward and the grievant will be permitted to process a grievance, and any pay provided by the employer for processing a grievance shall be governed by Civil Service rules and regulations. In a group grievance a Steward or Chief Steward and/or Union Staff Representative, and up to two (2) grievants shall be entitled to appear to represent the group, and any pay provided by the employer for grievance appearances shall be governed by Civil Service rules and regulations. The Steward or Chief Steward must have jurisdiction at one of the work sites represented in the grievance.



The Employer is not responsible for compensating any employees for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Stewards in processing grievances.

**Section 7. Documents and Witnesses.**

Upon written request, the Union shall receive specific documents or records available from the Employer, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this Section.

Upon request, prior to Arbitration, all documents not previously provided or exchanged which either party intends to use as evidence will be forwarded to the other party. However, such response shall not limit either party in the presentation of necessary evidence, nor shall either party be limited from introducing any document or evidence it deems necessary to rebut the case of the other. Documents requested under this Section shall be provided in a timely manner.

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

Employees required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return promptly to work when their testimony is concluded. The intent of the parties is to minimize time lost from work.

## **ARTICLE 10 Disciplinary Action**

### **Section 1. General**

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

### **Section 2. Investigation and Representation**

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

An employee shall be entitled to a Union representative, if requested, at any meeting at which disciplinary action may or will take place, or at any investigatory interview of the employee by the Employer related to one or more specific charges of misconduct against the employee. The Employer must advise the employee if he/she is entitled to representation under the provisions of this section, and of the purpose of such meeting prior to the meeting. It shall not be the policy of the Employer to take disciplinary action in the course of an investigation unless an emergency suspension or removal from the premises as provided in this Article is warranted.

If the Union Representative is to be an attorney certified by the Union, the employee or Union shall give as much notice as possible to the Employer.

Investigatory conference proceedings may not be taped or electronically recorded in any other manner unless mutually agreed to by the employer and the Union representative at the conference, except in the Departments of State Police and Corrections.

### **Section 3. Disciplinary Action and Conference.**

Except as otherwise provided in sections 3B and 4 of this Article, a disciplinary conference shall be held within thirty (30) calendar days of completion of the investigation, and discipline, if any, shall be imposed within thirty (30) calendar days of the disciplinary conference.

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

Whenever it is determined that disciplinary action is appropriate, a Disciplinary Conference shall be held with the employee, at which the employee shall be entitled to Union representation. Any pay provided by the employer for attending a Disciplinary Conference shall be governed by Civil Service rules and regulations. The representative must be notified and requested by the employee. However, the Employer must notify the employee of his/her right to such representation. No Disciplinary Conference shall proceed without the presence of a requested Representative.

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

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

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

- B. In the case of an employee dismissed for unauthorized absence for three (3) consecutive days or more, or who is physically unavailable, a Disciplinary Conference need not be held; however, notice of disciplinary action shall be given.
- C. Notice: Formal notification to the employee of disciplinary action shall be in the form of a letter or form spelling out charges and advising the employee of the right to

appeal. The employee must sign for his/her copy of this letter, if presented personally, or the letter shall be sent to the employee by certified mail, return receipt requested. If the employee refuses to sign, the supervisor will write, "Employee refused to sign", and sign his/her own name with the date. A witness signature should be obtained under this circumstance.

Dismissal shall be effective on the date of notice. An employee whose dismissal is upheld shall not accrue any further leave or benefits subsequent to the date of notice. If the employee has received and signed for a written letter of reprimand, no notice is required under this Article.

- D. Any employee who alleges that disciplinary action is not based upon just cause may appeal such action in accordance with the Grievance Procedure.
- E. Any performance evaluation, record of counseling, reprimand, or document to which an employee is entitled under this Agreement shall not be part of the employee's official record until the employee has been offered or given a copy.

#### **Section 4. Emergency Disciplinary Action.**

- A. Removal from Premises or Temporary Suspension: Nothing in this Article shall prohibit the Employer from the imposition of an emergency disciplinary suspension and/or removal of an employee from the premises in cases where, in the judgment of the Employer, such action is warranted. As soon as practicable thereafter, investigation and the Disciplinary Conference procedures described herein shall be undertaken and completed.
- B. Suspension for Criminal Charge: An employee arrested, indicted by a grand jury, or against whom a charge has been filed by a prosecuting official may be immediately suspended in accordance with Section C, below, except if charged with a felony, in which case, the provisions of this section regarding felony charges shall apply. Such suspension may, at the discretion of the Appointing Authority, remain in effect until the indictment or charge has been fully disposed of by trial, quashing or dismissal.

Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this subsection, where the employee contends that the charge does not arise out of the job, or is not related to the job, except that suspension for a felony charge shall not be appealable while such charge is pending. The grievance may be filed directly to Step Two (2) and shall be promptly arbitrated.

An employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service upon proper notice without the necessity of further charges being brought, and such disciplinary action shall be appealable through the grievance procedure. The record from any trial or hearing may be introduced by the Employer or the Union in such grievance hearing, including arbitration. Under this circumstance a disciplinary conference will be conducted only upon written request of the employee.

An employee whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing and made whole if previously suspended in connection therewith unless disciplinary charges, if not previously brought, are filed within three (3) weekdays after receipt of notice at the central personnel office of the results of the case, and appropriate action in accordance with this Article is taken against such employee.

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

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

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

### **Section 5. Resignation in Lieu of Disciplinary Action.**

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

## **ARTICLE 11**

### **Counseling and Performance Review**

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

#### **Section 1. Performance Discussion or Review.**

The parties recognize that supervisors are required to periodically discuss and review work performance with employees. Such discussions are not investigations, but are opportunities to evaluate and discuss employee performance and, as such, are the prerogative and responsibility of the Employer. An employee shall not have the right to a Union Representative during such performance discussion or review. Any discussions or documentation related to performance review shall remain confidential within the department unless disclosed by the employee. Only authorized Employer representatives, the employee, and the Union representatives authorized by the employee in writing, shall possess or have access to such records. Authorized Employer representatives within the department shall be limited to the employee's supervisors and Office of Human Resources personnel who are assigned responsibility for the employee in question. This section shall not be construed to expand or diminish a right of access to records as provided by the Michigan Freedom of Information Act, being act 442 of Public Acts of 1976, as amended, or as provided by the Bullard Plawecki Employee Right to Know Act, being act 397 of Public Acts of 1978, as amended.

#### **Section 2. Informal Counseling.**

Informal counseling may be undertaken when, in the discretion of the Employer, it is deemed necessary to improve performance, instruct the employee and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be written up or recorded, except for the personal use of the participants.

#### **Section 3. Formal Counseling.**

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

Formal counseling will be prepared on a record of counseling form, a copy of which will be given to and signed for by the employee and a copy kept in the employee's personnel file. The employee's signature indicates only that the employee has received a copy of the form and shall state that the employee does not necessarily agree. Formal counseling is grievable in accordance with Article 9 through Step Two (2).

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

- C. Formal counseling may not be introduced in a disciplinary proceeding except to demonstrate, if necessary, that an employee knew or knows what is expected of him/her.
- D. The distinction between informal and formal counseling shall be maintained and a counseling memo, if any, shall be considered formal.

**Section 4. Removal of Counseling Records.**

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

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

**Section 5. Relationship to Disciplinary Action.**

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

## **ARTICLE 12**

### **Seniority**

#### **Section 1. Benefit Seniority.**

- A. Definition: For the purposes indicated below, benefit seniority shall consist of the total number of continuous service hours of an employee in the state classified service, including non-classified service currently creditable under Civil Service Rules. No hours paid in excess of eighty (80) in a biweekly pay period shall be credited. No hours shall be credited for service in non-career appointments, on lost time, suspension without pay, leave of absence without pay (except for military leave of absence for up to 10,400 hours), or layoff.
- B. Application: Benefit Seniority as defined above shall only be used for:
- (1) Annual Leave Accrual.
  - (2) Longevity pay.
- C. Breaks in Benefit Seniority: Seniority and the employment relationship shall be terminated when an employee:
- (1) Quits or resigns; or
  - (2) Is discharged; or
  - (3) Is laid off and fails to report to work within ten (10) calendar days after having been recalled; or
  - (4) Does not report for work within seventy-two (72) hours after the termination of an authorized leave of absence; or
  - (5) Is laid off for a period in excess of three (3) years or the extension of the recall rights in accordance with Article 13; or
  - (6) Retires or is retired.
- D. Reinstatement (Bridge) of Benefit Seniority: If an employee's seniority is broken and the employee is subsequently appointed to a position in the Unit, previous seniority shall be credited for the purposes and in the manner provided below:
- (1) Annual Leave Accrual: After the employee completes a total of 10,400 hours of credited continuous state service following the most recent career appointment; and
  - (2) Longevity Pay: After the employee completes a total of 10,400 hours of credited continuous state service following the most recent career appointment.



**Section 3. Seniority Lists.**

A. Benefit Seniority Lists: Shall be prepared by the Employer structured by Department, Agency, Mail Code or TKU, Class and Level, and continuous service hours in descending order, of all Bargaining Unit employees on the payroll on the preparation date. In April and October of each year, the Employer shall provide to the designated Union representative this list electronically, without cost to the Union.

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

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

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

**ARTICLE 13**  
**Layoff, Reduction of Hours, and Recall**

**Section 9. Layoff and Recall Information to the Union.**

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

**Section 11. Annual Leave/Sick Leave Restoration.**

An employee who has been laid off from state employment, and whose annual leave balance has been paid off, who is later recalled, may elect to "buy back" annual leave in accordance with the provisions of Article 25, Section 2H, Annual Leave Buy Back. Sick leave restoration shall be made in accordance with the provisions of Article 25, Section 1F, Return to Service.

## **ARTICLE 14**

### **Health and Safety**

#### **Section 1. General.**

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

#### **Section 2. Physical Examinations.**

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

#### **Section 3. Personal Injury.**

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

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

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

#### **Section 4. Employee Services.**

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

programs. The Union agrees to encourage employees afflicted with any such condition to participate in these services.

**Section 5. First Aid.**

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

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

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

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

**Section 6. Inspections.**

Whenever an inspector or investigator from any federal governmental organization if authorized, or the state, makes a safety or health inspection at a work place, the Union shall be notified as much in advance as possible by the Employer. A local Union representative, preauthorized by the Union if on duty at such work place, shall be released from work to accompany such inspector or investigator in his/her inspection. Any pay that is provided by the employer shall be governed by Civil Service Rules and Regulations. The Employer shall not diminish such Union official's rights to ask questions and/or make appropriate statements pertaining to the subject inspection. The Employer agrees to implement the results of any such investigation in accordance with the provisions of Article 14, Section 11.

**Section 7. Health and Safety Committees.**

Where a Department Health and Safety committee has been established the Union shall be permitted one (1) representative. Additional representatives may be added upon mutual agreement.

The Union representative shall receive be released for attendance at meetings of the Committee. Any pay that is provided by the employer shall be governed by Civil Service Rules and Regulations. The Committee shall meet at least quarterly and more frequently upon mutual agreement.

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

**Section 8. Employee Safety.**

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

- A. Relocated to another work site, or
- B. Put on administrative leave (not to exceed seven (7) calendar days) until the work location has been made safe and healthful.
- C. An employee who has reasonable cause to believe he/she is in imminent danger of loss of life or serious bodily injury may leave the work site to notify a supervisor or higher authority after taking reasonable measures to protect the public, other employees and/or the property of the Employer.

**Section 9. Emergency and Evacuation Plans.**

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

**Section 10. Protective Footwear, Clothing and Devices.**

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

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. In lieu of providing protective clothing or devices, the Employer may pay an allowance for such clothing or devices in which event the employee shall be responsible for providing such clothing or devices. Such allowance shall not exceed the price established by the State Purchasing Division unless an exception or waiver can be obtained from the State Purchasing Division. The Employer will request such waiver whenever it is unable to provide the protective device it requires. Where safety shoes are required, an employee, at his or her option, may elect to receive shoes provided by the Employer or receive an allowance in accordance with Article 24 plus any medically required options, once per calendar year. In any event, such allowance shall not exceed the actual cost of the employee-purchased protective item. Dental Hygienists in the Department of Corrections who purchase non-skid footwear will be reimbursed up to \$60 for the purchase price once each calendar year.

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

If the Employer requires an employee to wear safety glasses, and the employee needs corrective lenses, the Employer shall furnish such glasses after the employee has

presented the Employer with the required prescription. The employee shall bear the cost of any eye examination.

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

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

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

**Section 11. Compliance Limitations.**

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

**Section 12. Uniforms and Special Clothing.**

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

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

**Section 13. Workplace Safety.**

Upon approval of the Office of the State Employer, and after notice to the bargaining unit employee and the Union, the Appointing Authority may require the employee to undergo a psychiatric or psychological evaluation when there is a reasonable basis, based on objective and verifiable evidence, to believe that the employee poses a threat to others in the work place or to citizens with whom the employee works.

The evaluation shall address the issues of whether the employee poses a threat to others in the work place and/or steps the Appointing Authority should take to minimize or eliminate such threats. The psychiatrist or psychologist administering the evaluation will

be chosen by the Appointing Authority. The evaluation shall take place in a timely manner and within a reasonable distance from the employee's residence. All costs of the psychiatric or psychological evaluation shall be paid by the Appointing Authority.

Only the findings or recommendations regarding whether the employee poses a threat to others in the work place or to citizens with whom the employee works, and any steps the Appointing Authority should take to minimize or eliminate such threats, shall be provided to the Appointing Authority and the employee. In no event shall the findings and recommendations be placed in the employee's personnel file. The Appointing Authority shall not release or make public the findings unless the employee files a grievance protesting any disciplinary action that may be imposed as a result of an incident leading to the determination such psychiatric or psychological evaluation was warranted. In that event, the findings or recommendations may be introduced by the Appointing Authority in support of the disciplinary action.

## **ARTICLE 15**

### **Labor-Management Meetings**

#### **Section 1. Purpose.**

Labor-Management meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve problems of mutual concern to the parties. Either party may request, in writing, that a conference be scheduled. Such meetings shall be conducted at mutually agreed times and places within thirty (30) calendar days from the date of the written request. The parties may also mutually agree to meet beyond thirty (30) calendar days from the date of the written request.

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

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

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

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

#### **Section 2. Representation.**

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

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



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

**Section 3. Scheduling.**

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

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

**Section 4. Pay Status of Union Representatives.**

Up to the limit established in this Article, Union Representatives to Labor-Management meetings shall be permitted reasonable time off from scheduled work for necessary travel and attendance at such meetings. Any pay provided by the Employer for these meetings is governed by Civil Service rules and regulations. Such meetings may be rotated among shifts, as the parties may mutually agree. Overtime and travel expenses are not authorized. Under no circumstances shall more than ten (10) representation unit employees attend such meetings.

**Section 5. State Employer.**

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

## **ARTICLE 17**

### **Hours of Work and Overtime**

#### **Section 1. Biweekly Work Period.**

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

#### **Section 2. Work Days.**

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

#### **Section 4. Work Schedules.**

Work schedules are defined as an employee's assigned shift, work days and days off.

#### **Section 5. Meal Periods.**

Those employees who regularly receive an unpaid meal period, and are required to work, or be at their work assignments, and are not relieved for such meal periods, shall have such time actually worked treated as hours worked for the purpose of computing overtime, unless an alternate meal period is available.

#### **Section 7. Call Back.**

Call back is defined as the act of contacting an employee and requesting that the employee report for work and be ready and able to perform assigned duties at a time other than his/her regular work schedule. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible call back time will be paid at the premium rate, provided that the called back employee has been in pay status more than eight (8) hours in that day (except for employees working on a modified work schedule) or forty (40) hours in a seven day period, except for the hospital exemption contained in Article 17, Section 11 of this Agreement.

#### **Section 11. Definitions.**

- A. Overtime is authorized time that an eligible employee works in excess of eight (8) hours (except for employees working on a modified work schedule) in a day or forty (40) hours in a seven day period, except where provisions of the Fair Labor Standards Act Hospital Exemption shall be applicable. In such case the base for overtime will be eight (8) hours in a day or eighty (80) hours in a biweekly pay period.
- B. Regular Rate is defined as the employee's hourly rate of pay including shift differential, hazard pay or other add-ons.
- C. Premium Rate is defined as one and one-half (1½) times the eligible employee's regular rate.

D. All employees covered by this Agreement are subject to the overtime provisions contained in this Agreement.

**Section 12. Overtime Compensation.**

The Employer agrees to compensate employees at the premium rate in cash or to allow the employees to earn compensatory time at time and one half (1½), in accordance with Section 13 of this Article, for all time defined as overtime.

Employees in the Department of Natural Resources on assignment to another agency to assist in fire suppression are not eligible to earn compensatory time for any overtime incurred while on assignment when the other agency will be paying for the services of the employee. In such case, the employee will be compensated at the premium rate in cash for all time defined as overtime.

For purposes of calculating overtime pay, sick leave, annual leave, and union leave shall not be treated as time worked.

**Section 13. Compensatory Time.**

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

Compensatory time shall be credited at the rate of one and one-half (1½) times the number of hours worked. Employees who wish to use earned compensatory time may do so only with prior approval of their supervisor but subject to the same criteria as applicable to annual leave. Compensatory time must be utilized before the employee uses annual leave credits except where an employee would lose annual leave credits because of the maximum allowable annual leave accumulation.

For purposes of calculating compensatory time, sick leave, annual leave, and union leave shall not be treated as time worked.

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

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

Employees eligible under the FLSA to accumulate up to 480 hours of compensatory time in a twelve (12) month period may accumulate such time. Eligible employees are those

whose work regularly involves “public safety”, “emergency response” or “seasonal” activity, as described in the FLSA.

For such employees, the following shall apply: If such employee has more than 250 hours of annual leave, the employee may utilize annual leave credits prior to using compensatory time credits. When employees request the use of leave credits, they shall indicate which credits they intend to use. This provision shall be the only exception to the requirement that compensatory time credits must be used prior to the use of annual leave credits as provided above.

**Section 14. Pyramiding.**

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

**Section 16. Inclusion of Travel Time in Work Day in the Department of Transportation.**

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

- A. In the event the employee's drive time from his/her home to his/her TWS does not exceed the drive time between the employee's home and his/her OWS by at least fifteen (15) minutes, the employee shall continue to be paid for his/her normal work day.
- B. In the event the employee's drive time from his/her home to his/her TWS exceeds the drive time between the employee's home and his/her OWS by at least fifteen (15) minutes, the employee's work schedule may be adjusted, or should the work day not be shortened, such time shall be added to the employee's work day and the employee shall be paid for such time at the appropriate overtime rate.
- C. Numbers 1 and 2 above shall also apply to the employee's return trip from his/her TWS to his/her home.
- D. None of the above shall apply in the event an employee is instructed that he/she can report to his/her TWS after the start of the shift and/or leave his/her TWS prior to the end of the shift in an amount of time equal to the excess time which the employee drives between his/her house and his/her TWS.

## **ARTICLE 18**

### **Leaves of Absence Without Pay**

#### **Section 1. Eligibility.**

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

#### **Section 2. Request Procedure.**

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

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

#### **Section 3. Approval.**

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

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

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

#### **Section 4. Educational Leave of Absence.**

The Employer may approve an individual employee's written request for a full-time educational leave of absence without pay for an initial period of time up to one (1) year if the employee fulfills the following criteria.

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

plan and proof of enrollment must be submitted by the employee to his/her Appointing Authority. At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Employer. The Employer shall approve or deny the request for leave of absence without undue delay. Any denial shall include a written explanation of the denial, if requested by the employee.

### **Section 5. Medical Leave of Absence.**

Upon depletion of accrued sick leave credits, an employee upon request shall be granted a leave of absence for a period of up to six (6) months upon providing required medical information for personal illness, injury or temporary disability necessitating his/her absence from work, if that employee is in satisfactory employment status. This guarantee shall only apply when the employee has had less than six (6) months medical leave of absence during the preceding five years. Any leave of less than two consecutive full pay periods will not count toward the six (6) month entitlement in any five (5) consecutive years. In all other cases an employee may be granted such leave of absence for the above reasons. Such leave shall be granted for a period of up to six (6) months upon providing required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

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

In all other circumstances, a request to extend a medical leave of absence for more than one (1) year may be granted in the sole discretion of the Employer, and only upon sufficient evidence being presented that the employee will, upon expiration of the extension, be able to return to full performance of duties. A denial of such request shall not be grievable, except under Article 23, Section 2, Non-Discrimination. The Employer reserves the right to have the employee examined by a physician selected and paid by the Employer for the employee's initial request, extension and/or return to work.

### **Section 6. Military Leave.**

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave of absence as provided under Civil Service Commission Rules and Regulations and applicable statutes.

**Section 7. Leave for Union Business.**

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

- A. The written request of the Union shall be made to the employee's Appointing Authority and shall indicate the purpose of the requested leave of absence.
- B. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with the Union, the request shall state what the office is, the term of such office and its expiration date. This leave shall cover the period from the initial date of election or appointment through the expiration of the first full term of office, not to exceed three (3) years.
- C. If the requested leave of absence is for the purpose of permitting the employee to serve as a staff representative for the Union, such leave shall be for a minimum of six (6) months but shall not exceed three (3) years.
- D. The Employer is not obligated to grant such leaves of absence for more than one (1) employee from any one Department.

**Section 8. Waived Rights Leave of Absence.**

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

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

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

**Section 9. Parental Leave of Absence.**

Upon written request, an employee who is pregnant or whose wife is pregnant shall be granted parental leave for up to six (6) months. Such leave shall apply in cases of adoption as well as natural birth. Upon birth of their child, an employee may certify the need to use up to two (2) weeks of sick leave prior to the beginning of any parental leave. Otherwise, parental leave for the mother shall commence immediately following the mother's medical leave or upon adoption of a child, and parental leave for the father shall

commence no sooner than birth and no later than six (6) weeks following the birth or upon adoption of a child.

**Section 10. Return from Leave of Absence.**

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

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

**Section 12. Disaster Response.**

A leave of absence without pay to provide disaster or emergency relief assistance in this state may be granted to a bargaining unit employee who is skilled in emergency relief assistance and certified as a disaster service volunteer by the American Red Cross.

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

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

**Section 13. Family and Medical Leave Act.**

Under the provisions of the Federal Family and Medical Leave Act (FMLA) and the U.S. Department of Labor Final Regulations effective January 16, 2009 or as amended, upon request an employee who has been employed by the Employer for at least twelve (12) months and worked 1,250 hours during the previous twelve month period is entitled to a combined total of twelve work weeks of unpaid FMLA leave in a twelve month period for all qualifying leave types.

Leave entitlement under the provisions of the Federal Family and Medical Leave Act shall be granted to eligible employees for:

- Care for the employee's newborn or recently adopted child,
- Care for a foster child placed with the employee,



Agreement Between  
\_\_\_\_\_The State of Michigan and SEIU 517M, Technical Unit\_\_\_\_\_

- To care for the employee's spouse, parent or child with a serious health condition,
- For the employee's own serious health condition,
- For a qualifying exigency.

When an eligible employee takes time off from work for a FMLA leave, the amount of unpaid time off for such leave will count towards the employee's unpaid leave of absence guarantees contained in this Article.

## **ARTICLE 19**

### **Personnel Files**

#### **Section 1. General.**

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

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

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

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

#### **Section 2. Access.**

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

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

**Section 3. Employee Notification.**

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

**Section 4. Non-Job Related Information.**

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

**Section 5. Time Limits.**

Upon an employee's written request, records of disciplinary actions/interim service ratings shall be removed from an employee's official personnel file and any other personnel files kept at work locations of the Employer twenty four (24) months following the date on which the action was taken or the rating issued, provided that no new disciplinary action/interim service rating has occurred during such twenty-four (24) month period. Written reprimands/counseling memoranda shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimand/counseling memoranda has been issued during such twelve (12) month period. These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices as defined in the Civil Service Rules and Regulations. The provisions of this Section shall apply retroactively. Any record eligible to be expunged under this Section shall not be used in any subsequent hearing concerning the employee

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

**Section 6. Confidentiality of Records.**

- A. General: This Article shall not be construed to expand or diminish a right of access to records as provided by the Freedom of Information Act, being Act 442 of Public Acts of 1976, nor as provided by the Bullard Plawecki Employee Right to Know Act, being Act 397 of Public Acts of 1978. Access to medical and patient information shall be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and also the Genetic Information Nondiscrimination Act of 2008 (GINA).
- B. Medical Records: To insure strict confidentiality, medical records and reports made or obtained by the Employer shall not be contained in or released in conjunction with the employee's personnel file. Only authorized Employer Representatives, the employee, and a Union Representative authorized by the employee in writing, shall possess or have access to such records.

This provision shall not prevent the Employer from placing information in the employee's medical file which reflects Employer-initiated correspondence with a

medical practitioner, or the employee, regarding diagnosis, prognosis, and fitness for employment, or absences from work associated therewith, nor from placing copies of records and reports containing conclusions by the Employer or the practitioner concerning the employee's fitness for duty, based upon proper medical reports and records, in such file. This file may be reviewed by the employee and/or Union Representative in the same manner as the personnel file.

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

**ARTICLE 20**  
**Probationary Employees**

**Section 1. Definition.**

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

**ARTICLE 21**  
**Applicable Law**

**Section 1. Definition.**

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

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

## **ARTICLE 22**

### **Maintenance of Benefits**

#### **Section 1. Compensation and Economic Benefits.**

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

#### **Section 2. Non-Economic Conditions.**

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

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

**ARTICLE 23**  
**Miscellaneous**

**Section 1. Effect of Agreement on Civil Service Rules.**

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

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

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

**Section 2. Non-Discrimination.**

The Employer and the Union recognize their respective responsibilities under and support federal, state and local laws relating to fair employment practices. The Employer and the Union recognize the principles involved in the area of civil rights and equal employment opportunity. The Employer and the Union hereby affirm in this Agreement their commitment to continue their policy against all forms of illegal discrimination including discrimination with regard to religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. In addition, the Employer and the Union agree not to discriminate on the basis of sexual orientation.

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

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

Problems or questions regarding discrimination shall be subjects of Labor-Management meetings.



**Section 3. Wage Assignments and Garnishments.**

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

**Section 4. Sexual Harassment.**

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

**Section 5. Polygraph Tests.**

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

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

**Section 6. Work Rules.**

The Employer reserves the right to promulgate and enforce work rules. Any such work rule which is in conflict with the specific written terms of this Agreement shall be null and void. As existing work rules, policies and regulations are reduced to writing, copies will be forwarded to the Union and to the Office of State Employer.

- A. The Union shall be provided a copy of the proposed issuance ten (10) calendar days prior to its intended implementation date.
- B. The Union shall be entitled to offer any comments or suggested modifications it desires to the issuance prior to its implementation.
- C. The provisions of A and B of this Section shall not be applicable during periods of emergency; provided, however, that the Union shall be advised by the Employer of the reason for the emergency.
- D. No Appointing Authority may promulgate and/or implement any work rules which contradict the provisions of this Agreement. Work rules developed after the effective date of this Agreement shall not be enforceable unless promulgated in accordance with the provisions of this section.

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

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

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

**Section 7. Notice of Examination.**

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

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

- A. The employee provides the maximum possible advance notice to the Employer;
- B. Such absence does not substantially interfere with the Employer's operations at the employee's work location.

Such requests shall not be unreasonably denied.

**Section 8. In-Service Training.**

The Employer recognizes that it has the obligation to determine training needs. Training may take the form of either on-the-job or formalized training. The Employer will, with available funds, provide sufficient training, to enable Technical Unit employees to effectively deal with circumstances normally met on the job. Such obligation may be discussed in labor-management meetings.

Where the Employer requires an employee to attend training, the Employer will either provide the training or pay for the training. Employees directed to attend job training shall do so as a job duty and the employee shall be in pay status while attending and traveling to/from such training. Expenses incurred by an employee while attending such training shall be reimbursed in accordance with the applicable travel regulations. In furnishing information to employees, handbooks, summaries and other suitable formats may be used.

**Section 9. Printing Agreement.**

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

**Section 10. Secondary Negotiations and Agreements.**

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

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

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

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

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

**Section 12. Space for Personal Effects.**

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

**Section 13. Tools and Equipment.**

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

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

**Section 14. Legal Services.**

Whenever any civil action is commenced against any employee alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Appointing Authority in cooperation with the Attorney General shall as a condition of employment, pay for or

engage or, at its option, furnish the services of an attorney to advise the employee and to appear for and represent the employee in the action. No such legal services shall be required in connection with prosecution of a criminal suit against an employee. Nothing in this Section shall require the reimbursement of any employee or insurer for legal services to which the employee is entitled pursuant to any policy of insurance.

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

**Section 15. Jury Duty.**

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

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

**Section 16. Union Presentations.**

The Employer agrees to notify the Union as soon as administratively feasible when new bargaining unit employees are hired. Within one (1) week of Union notification, a designated steward or representative will have an opportunity to make a presentation to new employees. Such presentation shall not exceed a time period of one-half (½) hour.

**Section 17. Supplemental Employment.**

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

- A. The supplemental employment must in no way conflict or interfere with State employment, and
- B. The supplemental employment must not present a conflict of interest as defined by Civil Service Rules and implementing procedures, and
- C. The employee must secure the written approval of the Departmental Employer in accordance with Civil Service Rules.

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

**Section 18. Child Care.**

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

**Section 19. Commercial Drivers License.**

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

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

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

- A. The Employer will reimburse the cost of obtaining and renewing the required CDL group license and endorsements for those employees in positions where such license and endorsements are required.
- B. The Employer will reimburse, on a one time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test. Where a skills test is required, the employee will be permitted to utilize the appropriate state vehicle.
- C. Employees shall be eligible for one grant of administrative leave to take the test to obtain or renew the CDL. Should the employee fail the test initially, the employee shall complete the necessary requirements on non-work time.
- D. Employees reassigned to a position requiring a CDL shall be eligible for reimbursement and administrative leave in accordance with paragraphs 1, 2, and 3 of this Section.
- E. Employees desiring to transfer, promote, bump or be recalled to a position requiring a CDL are not eligible for reimbursement for obtaining the initial CDL but shall be eligible for reimbursement for renewals.
- F. Employees who fail to obtain, or retain, a CDL may be subject to removal from their positions. Employees who fail required tests may seek a 90 day extension of their current license, during which the Employer will retain the employee in his or her current or equivalent position. The Employer shall not be responsible for any fees associated with such extensions.

At the end of the 90 day extension, if the employee fails to pass all required tests, the employee may be reassigned at the Employer's discretion to an available position not requiring a CDL for which the employee is qualified.

Those employees not choosing to extend their license for the 90 day period will be removed from their positions at the expiration of their current license and may be reassigned at the Employer's discretion to an available position not requiring a CDL for which the employee qualifies, or if no position is available, he or she will be laid off.

- G. Employees required to obtain a medical certification of fitness shall have the "Examination to Determine Physical Condition of Drivers" form filed in their medical file. A copy of the medical "Examiners Certificate" shall be placed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination. The fitness standards for a CDL are unchanged from current Federal Department of Transportation Standards and Michigan Motor Carrier Standards.
- H. Employees who do not meet the required physical standards but who are otherwise qualified for a CDL may apply for a waiver to the Motor Carrier Appeal Board.
- I. Those employees employed by the State as intra-state drivers prior to June 10, 1984 shall be grandparented into the process and thereby be exempt from the medical certification requirement.

## **ARTICLE 24**

### **Compensation**

#### **Section 1. General Wages.**

##### A. Fiscal Year 2019-2020.

1. On October 1, 2019 the base hourly rate in effect at 11:59 p.m. on September 30, 2019, for each step in the Bargaining Unit shall be increased by 2% (two percent).
2. At the end of the first full pay period in October, 2019, each full-time employee who is on the payroll as of October 2, 2019, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2018, shall be paid a one-time cash payment of 2% of the annualized base hourly rate of pay in effect as of October 2, 2019, which shall not be rolled into the base wage. For a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 2018, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2018, and two thousand eighty (2080) hours, times 2% of the annualized base hourly rate of pay in effect as of October 2, 2019.

At the end of the first full pay period in October, 2019, or the first subsequent pay period in Fiscal Year 2019-20 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2019, and who was either: 1) on the payroll on October 1, 2018, 2) on furlough on October 1, 2018, 3) on seasonal layoff on October 1, 2018, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2018, and September 30, 2019, shall be paid a one-time cash payment which shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2018, and September 30, 2019, and two thousand eighty (2080) hours, times 2% of the annualized base hourly rate of pay in effect as of October 2, 2019.

##### B. Fiscal Year 2020-2021.

1. On October 1, 2020 the base hourly rate in effect at 11:59 p.m. on September 30, 2020, for each step in the Bargaining Unit shall be increased by 2% (two percent).
2. Effective the first full pay period in April, 2021, the base hourly rate in effect at 11:59 p.m. on April 3, 2021, for each step in the Bargaining Unit shall be increased by 1% (one percent).

##### C. Fiscal Year 2021-2022.

1. On October 1, 2021 the base hourly rate in effect at 11:59 p.m. on September 30, 2021, for each step in the Bargaining Unit shall be increased by 2% (two percent).

Effective the first full pay period in April, 2022 the base hourly rate in effect at 11:59 p.m. on April 2, 2022, for each step in the Bargaining Unit shall be increased by 1% (one percent). D. Rates of Compensation.

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

### **Section 2. Shift Differential.**

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

An employee shall earn no shift differential while on sick, annual, compensatory, holiday, personal or administrative leave. However, it is expressly agreed that if an employee is released from his/her work schedule pursuant to the provisions of this Agreement, and if the employee would be entitled by other provisions of this Agreement to pay for such released time, and if such released time would be paid a shift differential if worked, then such released time shall be paid the shift differential if the time is bought back or paid leave under Rule 6-3.9(c)(6). The activities for which the shift differential will be paid are:

Grievance Processing, including witness time;

Labor Management Meetings;

Health and Safety Committee Meetings;

Affirmative Action Committee Meetings.

### **Section 3. Hazard Pay.**

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

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

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

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



C. Study Committee:

- (1) The parties agree to establish a committee within each Department for the purpose of determining means and methods for identifying hazards and hazardous conditions and for effectively dealing with those hazards and hazardous conditions.
- (2) Each committee shall be composed of two (2) members to be selected by and employed by the Department and two (2) members selected by the Union and employed in the Department. The Union members will be granted unpaid Leave for all approved time related to these committees. Such committees shall meet as often as necessary but for no longer than a sixty (60) day period following the initial session during any contract year.
- (3) At the conclusion of this period any joint recommendations arrived at by these committees shall be provided to the respective Departmental Employer for its consideration for implementation.

**Section 4. Prison "P" Rate.**

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

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

- (1) Within the Department of Corrections, the position in question must be physically located within an institution under the jurisdiction of the Bureau of Correctional Facilities. Positions in other Departments must supervise residents assigned from the Bureau of Correctional Facilities.
  - (2) A position where the work location is within the security perimeter of a medium, close or maximum custody correctional facility, thereby placing the employee in an environment where physical confrontation will occur, is one in which the employee is eligible.
  - (3) "Regular and recurring" is defined as contact with residents in person, twenty five percent (25%) or more of the work time, in an environment that would permit a physical act to occur.
  - (4) An employee working in a "covered position" within the meaning of P.A. 302 of 1977, as amended, is eligible.
- B. Regular "P Rate": An employee who meets the criteria in Subsection A, paragraphs (1) through (3) above, shall be paid 40 cents per hour for all hours in pay status. Prison "P" rate shall be in addition to, and not a part of, the employee's base pay. Effective

upon ratification of this agreement by the Civil Service Commission, an employee who meets the criteria in Subsection A, paragraph (4) above, shall also be entitled to the 40 cents per hour "P" rate as described above.

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

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

### **Section 5. On-Call Pay.**

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

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

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

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

### **Section 6. Longevity.**

A. Eligibility:

- (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).
  - (3) Career employees rendering seasonal, intermittent or other part-time classified service shall, after establishing original eligibility, be entitled to subsequent annual payments on a pro rata basis for the number of hours in pay status during the longevity year.
- B. Payments: Payment shall be made in accordance with the table of longevity values based on length of service as of October 1.
- (1) No active employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period except in the event of retirement or death, or as provided in paragraph 7 of this sub-section.
  - (2) Initial payments—employees qualify for their initial payment by completing an aggregate of five years (10,400 hours) of continuous service prior to October 1. The initial payment shall always be a full payment (no proration).
  - (3) Annual payments
    - a. Employees qualify for full annual payment by completing 2,080 hours of continuous service during the longevity year.
    - b. Employees who are in pay status less than 2,080 hours shall receive a pro rata annual payment based on the number of hours in pay status during the longevity year.
  - (4) Payments to employees who become eligible on October 1 of any year shall be made on the pay date following the first full pay period in October; except that pro rata payments in case of retirement or death shall be made as soon as practicable thereafter.
  - (5) Lost time considerations
    - a. Lost time is not creditable continuous service nor does it count in qualifying for an initial or an annual payment.
    - b. Employees do not earn state service credit in excess of 80 hours in a bi-weekly pay period. Paid overtime does not offset lost time, except where both occur in the same pay period.
  - (6) Payment to employees on leave of absence without pay and layoff on October 1.

- a. An employee on other than a waived rights leave of absence, who was in pay status less than 2,080 hours during the longevity year, will receive a pro rata annual payment based on the number of hours in pay status during the longevity year; such payment shall be made on the pay date following the first full pay period in October.
  - b. An employee on a waived rights leave of absence will receive a pro rata longevity payment upon returning from leave.
- (7) Effective with the pay period beginning August 20, 2000 the anniversary date longevity system will be discontinued. Payments for the conversion period will be as outlined below.
- a. If the employee has more than 12,480 hours prior to October 1, 2000 and has received a longevity payment since the end of the last fiscal year, the employee shall receive a pro-rated payment in October 2000 based on the number of hours in pay status between the longevity anniversary date and October 1, 2000.
  - b. If the employee has more than 12,480 hours of continuous service prior to October 1, 2000 and has not received a longevity payment since September 30, 1999, the employee's longevity payment in October, 2000 will be calculated based on the number of hours in pay status between his/her last longevity anniversary date and October 1, 2000, as a percentage of 2,080 hours. If an employee is scheduled to receive an anniversary longevity payment on or after August 20, 2000 but before October 1, 2000, the employee's longevity payment in October, 2000 will include both the anniversary longevity payment amount and an additional amount based on the number of hours the employee has been in pay status between the longevity anniversary date and October 1, 2000.

(8) Payment at retirement or death.

An employee with 10,400 hours of currently continuous service, who separates by reason of retirement or death, shall qualify and receive both a terminal and a supplemental payment as follows:

- a. A terminal payment, which shall be either:
  - 1. A full initial longevity payment based upon the total years of both current and prior service, if the employee has not yet received an initial longevity payment; or,
  - 2. A pro rata payment for time worked from the preceding October 1 to the date of separation, if previously qualified. The pro rata payment is based on hours in pay status since October 1 of the current fiscal year.
- b. A supplemental payment for all time previously not counted in determining the amount of prior longevity payments, if any.

- C. Longevity Overtime: Upon conversion, the regular rate add-on for longevity will be calculated and paid retroactively for overtime worked in the previous fiscal year. This amount will be included in the longevity payment. In 2000 only, the regular rate add-on for longevity will be calculated retroactively for overtime worked on and between August 20, 2000 and September 30, 2000, and will be paid with the longevity payment in the first full pay period in October 2000.

**Section 7. Working out of Class.**

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

**Section 8. Compensation Policy under Conditions of General Emergency.**

- A. General Emergency: Conditions of general emergency include, but are not necessarily limited to, severe or unusual weather, civil disturbances, loss of utilities, physical plant failures, or similar occurrences. Such conditions may be widespread or limited to specific work locations.
- B. Administrative Determination: When conditions in an affected area or a specific location warrant, State facilities may be ordered closed or, if closure is not possible because of the necessity to continue services, a facility may be declared inaccessible. The decision to close a State facility or to declare it inaccessible will be at the full discretion of the Governor or his/her designated representative.
- C. Compensation in Situation of Closure: When a state facility is closed by the Governor or his/her designated representative, affected employees will be authorized administrative leave not to exceed a period of seven (7) calendar days to cover their normally scheduled hours of work during the period of closure.

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

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

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

- E. Additional Timekeeping Procedures: If a State facility has not been closed or declared inaccessible during severe weather or other emergency conditions, an employee unable to report to work because of these conditions will be allowed to use annual

leave or compensatory time credits. If sufficient credits are not available, the employee shall be placed on lost time.

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

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

**Section 9. Severance Pay.**

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

A. **Definitions:**

- (1) Layoff -- For purposes of this Section, layoff is defined as the termination of active State employment solely as a direct result of a reduction in force. Other separations from active State employment such as leaves of absence, resignation, suspension or dismissal shall not be considered a layoff under the terms of this section.
- (2) Week's Pay -- Week's Pay is defined as an employee's gross pay for forty (40) hours of work at straight time, excluding any differential or premium pay, at the time of layoff.
- (3) Year of Service -- Year of Service is defined as 2088 hours recorded in the Continuous Service Hours counter (see chart below).

B. **Eligibility:** The provisions of this Section shall apply only to Department of Mental Health agency based employees with more than one year of service who have been laid off because of a reduction in the resident population in State institutions. Further, the following employees shall not be eligible to receive severance pay:

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

C. **Time and Method of Payment:** After an employee has been laid off for six (6) months in accordance with the provisions of this Section, he/she shall be notified by the Agency in writing that he/she has the option of accepting a lump sum severance payment. The employee must notify the Agency in writing of his/her decision to accept

the severance payment. An employee who does not notify the Agency in writing of his/her decision shall be deemed to have elected to initially reject the payment.

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

An employee who has been laid off for twelve (12) months shall be notified by the Agency in writing that he/she must choose whether to accept the lump sum severance payment. By rejecting such payment, the employee shall have no further opportunity to receive severance payment. The employee must notify the Agency in writing of his/her decision within fourteen (14) calendar days of receipt of the Agency's notification. An employee who does not notify the Agency in writing of his/her decision to accept the severance payment shall be deemed to have permanently rejected such payment. If an employee elects to accept the lump sum payment, such payment shall be made by the Agency within sixty (60) calendar days of receipt of the employee's decision.

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

(1) If the employee is deceased.

(2) If the employee is hired for any position by an Employer:

a. If such employment requires a probationary period, upon successful completion of such period.

b. If no probationary period is required, upon date of hire.

c. If a probationary period is required and the employee does not successfully complete such required probationary period and is therefore separated, such time of employment shall be bridged for purposes of the time limits in Subsection C above.

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

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

E. Effect of Recall:

(1) An employee temporarily recalled for sixty (60) calendar days or less shall have such time bridged for purposes of counting the time in accordance with Subsection C above.

(2) An employee permanently (more than sixty (60) calendar days) recalled to a position in this Bargaining Unit and subsequently laid off shall have the same rights

as if he/she were laid off for the first time. The time limits listed in Subsection C above shall be applied from the date of the most recent layoff.

- F. Effect of Hiring: If an employee has accepted severance payment and is hired in the State Classified Service or into a State funded position caring for residents within two (2) years of the acceptance of severance payment, such employee shall repay to the State the full net (gross less employee's FICA and income taxes) amount of the severance payment received. Such repayment shall not be required until after the employee has successfully completed a required probationary period. Once such employee has successfully completed the required probationary period, that employee shall have a one (1) year period to make the repayment to the Agency from which the severance payment was received. The details of the method and time schedule for such repayment shall be discussed between the employee and the Agency and reduced to writing and signed by the employee and the Appointing Authority or designee of the Agency. In cases of unusual hardship and by mutual consent the one year period may be extended.
- G. Payment: An employee who elects in writing to receive severance pay shall receive an explanation of the terms of such severance pay. The Office of the State Employer shall develop a form which explains to such employee all the conditions attendant to acceptance of severance pay. The employee and Appointing Authority or designee shall sign this form and the signatures shall be witnessed.

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

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

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

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

The Agency shall calculate the average number of hours such employee worked for the calendar year preceding such employee's layoff. This number shall then be



used to determine the proportion of such employee's time in relation to full-time employment. This proportion shall then be applied to the above payment schedule for purposes of payment. (See attached example).

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

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

Severance Pay Schedule

Hours	Years	Week's Pay
2088 - 4176	1	1
4177 - 6264	2	2
8353 - 10440	4	4
10441 - 12528	5	5
12529 - 14616	6	7
14617 - 16704	7	9
16705 - 18792	8	11
18793 - 20880	9	13
20881 - 22968	10	15
22969 - 25056	11	18
25057 - 27144	12	21
27145 - 29232	13	24
29233 - 31320	14	27
31321 - 33408	15	30
33409 - 35496	16	33
35497 - 37584	17	36

37585 - 39672	18	39
39673 - 41760	19	42
41761 - 43848	20	45
43849 - 45936	21	48
45937 - 48024	22	51
48025 - 50112	23	52
50113 - 52200	24	52
52201 - 54288	25	52
etc.		

Average number of hours worked in previous calendar year: 1980

Full time employee hours: 2088

Proportion (or percentage) 1980/2088 = 94.8%

.948 x \$S.P. = \$Gross Amount to be paid

S.P. = Severance Payment from schedule

**Section 10. Safety Shoes.**

In accordance with the provisions of Article 14, Section 10, where safety shoes are required, an employee, at his/her option, may elect to receive shoes provided by the employer or receive an allowance of up to \$125.00 plus any medically required options, once per calendar year or, at the employee's option, receive an allowance of \$250.00 every 2 calendar years. An employee who demonstrates to the Employer the need for replacement safety shoes within the year, will, at the employee's option, be provided with replacements by the Employer in accordance with current practices or be reimbursed by the Employer up to \$50 (supported by a receipt) for the purchase of replacement safety shoes. In no event shall such allowance or reimbursement exceed the actual cost of the employee purchased protective item.

**Section 11. Compensation Policies During Promotional Interviews.**

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

**Section 12. Special Pay Application.**

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

**Section 13. Clothing/Cleaning Allowance.**

Effective October 1, 2005, Dental Hygienists shall be paid the gross sum of \$125 per year as a clothing/cleaning allowance. Such payment shall be made on the first pay date in December.

## **ARTICLE 25**

### **Leave and Holidays**

#### **Section 1. Sick Leave.**

- A. Allowance: Employees in permanent or limited term positions covered by this Agreement shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service or to a prorated amount if paid service is less than eighty (80) hours in the pay period. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted.

Sick leave shall be credited at the end of the biweekly work period.

Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned. The prorated amount shall be based on the number of hours in pay status divided by eighty (80) hours multiplied by four (4) hours.

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

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

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

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

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

- C. Disability Payment: In case of work incapacitating injury or illness for which an employee is or may be eligible for work disability benefits under the Michigan Workers Disability Compensation Law, such employee may be allowed salary payment which, with the work disability benefit, and any other statutory benefit, equals two-thirds (2/3) of the base salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's base salary or wage.
- D. Pay for Accumulated Sick Leave: An employee who separates from the State Classified Service for retirement purposes in accordance with the provisions of a State Retirement Act shall be paid for fifty percent (50%) of unused accumulated sick leave as of the effective date of separation, at the employee's final base rate of pay.

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

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

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

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

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

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

- F. Return to Service: Previous unused sick leave allowance shall be placed to the credit of a laid off employee upon return to permanent employment within three (3) years of such layoff. A separated employee who received payment for unused accumulated sick leave under this Section and who returns to service shall not be credited with any previous sick leave allowance.
- G. Transfer: Any employee who transfers, or who is reassigned without a break in service from one principal Department to another shall be credited with any unused accumulated sick leave balance by the principal Department to which transferred or reassigned.
- H. Assaulted Employee: Public Acts 414, 452, 212, & 280. Employees who meet the definition of employee in the above Acts and who are injured (and disabled in accordance with the Acts) during the course of their employment as a result of an assault by a recipient of the State's services (or inmate) or as a result of helping another employee in subduing a recipient or injured during an inmate riot shall receive their full net wages as follows: The Employee shall receive in addition to Worker's Compensation, a supplement from the Department which, together with Worker's Compensation benefits, shall equal but not exceed the biweekly net wage of the employee at the time of injury.

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

**Section 2. Annual Leave.**

- A. Initial Leave: Upon hire, each employee in a permanent or limited term position shall be credited with an initial annual leave grant of sixteen (16) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.
- B. Allowance: Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted. An employee in a permanent or limited term position shall be entitled to annual leave with pay for each eighty (80) hours of paid service or to a prorated amount if paid service is less than eighty (80) hours in the pay period as follows:

<b>Annual Leave Table</b>	
<b>Service Credit</b>	<b>Annual Leave</b>

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

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

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

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

D. Crediting: Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available

for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.

When paid service does not total eighty (80) hours in a biweekly work period, the employee shall be credited with a prorated amount of leave for that work period based on the number of hours in pay status divided by eighty (80) hours multiplied by the applicable accrual rate. No annual leave shall be authorized, credited or accumulated in excess of the schedule below except that an employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with full back benefits by an arbitrator under Article 9, shall be permitted annual leave accumulation in excess of the schedule below. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or forfeited. If the employee separates from employment for any reason during that one year grace period, the employee or beneficiary shall be paid for no more than the maximum as indicated below of unused credited annual leave.

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

<b>Annual Leave Accumulation and Payoff Schedule</b>		
<b>Accumulation and Payoff Limits</b>		
Service Credit	Maximum Accumulation Hours	Maximum Payoff Hours
00 – 01 Years	296	256
01 – 05 Years	296	256
05 – 10 Years	311	271
10 – 15 Years	326	286
15 – 20 Years	341	301
20 – 25 Years	346	306
25 + Years	356	316

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

Employees who separate shall be paid at their current hourly base rate for the balance of their unused annual leave.



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

G. Scheduling:

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

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

An employee on approved annual leave of three (3) consecutive work days or more who becomes ill or is injured and thereby requires (1) hospitalization, (2) emergency surgery/treatment and convalescence therefrom, or (3) return to home and confinement thereto, may convert the period to sick leave upon furnishing medical verification required by the Employer. An employee required to return from approved annual leave because of death or unexpected illness of a person for which sick leave could normally be used may convert such time to sick leave upon furnishing appropriate verification required by the Employer. When placing an employee on a medical leave of absence for which the employee will be receiving benefits under the State's Long-term Disability Insurance program, the Employer will not charge any paid time to the employee's annual leave balance if the employee requests the Employer in writing not to do so.

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

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

I. Annual Leave Freeze: An employee laid off from State employment may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance, or until the

employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's final base rate of pay.

**Section 3. Banked Leave Time.**

Accumulated Banked Leave Time (BLT) may be used by an employee in the same manner as regular annual leave. Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as part a hours. Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

The employee must exhaust all BLT hours prior to being considered for any annual leave donation. Upon an employee's separation, death or retirement from state service, unused BLT hours shall be contributed by the state to the employee's account within the State of Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan. Such contribution shall be treated as non-elective employer contributions, and shall be calculated using the product of the following: (i) the number of BLT hours and, (ii) the employee's base hourly rate in effect at the time of the employee's separation, death, or retirement from state service.

**Section 4. Holidays.**

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

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

New Year's Eve Day	(December 31)
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**B. Holiday Scheduling:**

- (1) Monday through Friday Schedule Employees: Should a holiday fall on a Saturday, the preceding Friday shall be considered as the holiday; should a holiday fall on Sunday, the following Monday shall be considered the holiday. Substitute scheduling of holidays may continue in Departments currently following such practice.
- (2) Seven-Day Rotational Schedule Employees: The holidays shall be observed on the date of occurrence, except that substitute scheduling of holidays may continue in Departments following such practice.

**C. Payment for Working on a Holiday**: An employee scheduled and required to work on a contractual holiday shall have the day treated as a regular work day. An employee who is in pay status for more than forty (40) hours in a work week as a result of working such holiday shall have time in excess of forty (40) hours in a work week treated as regular overtime work. An employee called back to work on such holiday shall be paid for hours worked on such holiday in accordance with Article 17, Hours of Work, Section 7, Callback.

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

- (1) The employee's last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday, when both days fall within the same biweekly work period; or
- (2) The employee's last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or
- (3) The employee's first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period. If a holiday occurs or is observed on the first scheduled work day of a new employee's initial biweekly work period, such employee shall not be eligible for paid holiday absence for that day.
- (4) An employee who is scheduled or called back to work on a contractual holiday, but who fails to report for and perform such assigned work without reasonable cause, shall not be eligible for paid holiday absence for that day. Such ineligibility shall be exclusive of any disciplinary action taken.

**E. Less Than Full-Time Employees:**

Less than full-time employees shall have their holiday pay calculated in accordance with current practice except where such an employee works full-time for all

non-holiday hours during the pay period in which the holiday occurs whereupon they will be entitled to full holiday credit.

**Section 5. Personal Leave Day.**

On October 1 of each year each permanent or limited term full-time employee who has completed his/her first 1,040 hours of state service shall be credited two (2) personal leave days to be used in accordance with normal requirements for annual leave usage. Such leave shall be credited to less than full-time, non-probationary permanent or limited term employees on a pro-rated basis in accordance with current practice regarding holiday leave. Such leave time shall be credited to annual leave balances on each October 1, of this Agreement.

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

**Section 6. Leave Donation.**

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

- A. The receiving employee has successfully completed his/her probationary period and faces financial hardship, that is, a loss of pay of forty (40) hours or more, due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child, or parent.
- B. The receiving employee has exhausted all leave credits.
- C. The receiving employee's absence has been approved.
- D. Annual leave donations must be for a minimum of eight (8) hours and a maximum of forty (40) hours per calendar year. Donations shall be in whole hours increments. Employee donations are irrevocable.
- E. An employee may receive a maximum of thirty (30) work days (240 hours) per calendar year of direct transfer of annual leave.
- F. The Union and the Office of the State Employer shall each designate one (1) representative to review requests and determine eligibility to receive a direct transfer of annual leave credits on an hour for hour basis.

**Section 7. School/Community Participation Leave.**

- A. Intent. The parties recognize the positive role adult involvement in school and community activities plays in promoting educational and community success. The parties intend by this section to foster employee involvement in school sponsored activities and community programs.

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

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

To request school/community participation leave, employees shall complete a school/community participation leave form provided by the Employer.

- C. Use Of School/Community Leave. The use of the leave is for active participation in school sponsored secular activities by employees, and not for mere attendance at school programs. The school sponsored secular activities may take place before, during, or after school. Additionally, the leave is intended for pre-school education programs, k-12, and adult literacy programs, and not college or university related programs. Employees may use the leave to participate in any school sponsored activity including but not limited to, tutoring, field trips, classroom programs, and school committees.

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

- D. Use of Other Leave. Employees shall be permitted to use annual leave and other leave credits to participate in school programs and community events in accordance with the normal requirements for the use of such leave. Additionally, in accordance with this agreement and to the extent that operational considerations permit, an employee may, with supervisory approval, adjust his/her work schedule to allow attendance or participation in school activities and community events while working the regular number of work hours.

## **ARTICLE 26**

### **Group Insurances**

#### **Group Insurances.**

##### **Section A. Enrollment**

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. Coverage under such plans is effective the first day of the bi-weekly pay period after enrollment.

Insurance elections made during the annual open enrollment process are effective the first day of the first full pay period in October, unless otherwise indicated. Effective January 1, 2021, insurance elections made during the annual open enrollment process are effective on January 1 of the following year, unless otherwise indicated. Employee premium share for health, dental and vision insurance shall be as specified in the charts appended to this Agreement. Employees hired on or after January 1, 2000, who are appointed to a position with a regular work schedule consisting of 40 hours or less per bi-weekly pay period shall pay 50% of the premium for health, dental and vision insurance. This shall not apply to an employee appointed to a permanent-intermittent position. Eligibility for enrollment shall be in accordance with current contractual provisions. Employees who have a regular work schedule of 40 hours or less per biweekly pay period who are temporarily placed on a regular work schedule of more than 40 hours per biweekly pay period for a period expected to last six months or more shall be considered as working a regular work schedule of more than 40 hours for the period of the temporary schedule adjustment.

Financial incentives for selection of certain lower cost plans or for opting out of coverage will continue to be offered. The incentive amount and payment schedule will be determined in conjunction with the annual rate setting process administered by the Civil Service Commission and the State Personnel Director.

Group insurance plan provisions shall be effective at the beginning of the first full pay period in October, unless otherwise specified. Effective January 1, 2021, group insurance plan provisions shall be effective January 1, unless otherwise specified.

##### **Section B. Health Insurance**

The State agrees to continue to offer health plans that are compliant with the requirements of the Patient Protection and Affordable Care Act (PPACA) and its implementing regulations. No plan will be offered where the total aggregate cost when calculated in accordance with the Internal Revenue Service (IRS) regulations would exceed PPACA excise tax limits. Coverage details, including premium share, deductibles, co-pays and coinsurance and out-of-pocket maximum (OOPM) amounts and effective dates are described in Appendix G-2. Plans offered will include:

- The State Health Plan Preferred Provider Organization (SHP PPO)
- Health Maintenance Organization(s) (HMOs)

- A Catastrophic Health Plan
- Effective January 1, 2021, a State High-Deductible Health Plan with Health Savings Account

In addition to the State Health Plan PPO and HMO options provided in Article 26, Section B, of this agreement, the State High-Deductible Health Plan with Health Savings Accounts implemented by the Employee Benefits Division of the Michigan Civil Service Commission will also be offered. Insurance elections made during an open enrollment process are effective on January 1 of the following year, unless otherwise indicated. In 2020, a one-time short plan year will also be implemented from the first full pay period in October through December 31, 2020.

The aggregate cost for the health insurance plans extending into 2021 (or 2022 or 2023 as applicable) must fall below the federal excise tax thresholds established by the IRS under PPACA. The aggregate cost which must be counted toward the respective federal excise tax threshold will be calculated in accordance with IRS guidelines.

The Employer agrees to provide notice as soon as administratively feasible, but not later than July 15 of each year of the upcoming plan year rates for all health insurance plans. If the aggregate cost for any one of the health insurance plans offered by the State during open enrollment for coverage to begin in January of the upcoming plan year exceeds federal excise tax thresholds established by the IRS, the parties agree that beginning with the Flexible Spending Account (FSA) enrollment for the upcoming calendar year, the General Purpose Flexible Spending Account option will be reduced or eliminated to maintain aggregate cost below the applicable federal excise tax thresholds, unless prohibited by law, or if doing so would invalidate the plan in whole or in part resulting in additional costs to the Employer and/or employees.

The SHP PPO shall include coverage for the following:

**(1) Wellness and Preventive Coverage.**

In-network Wellness and Preventive Coverage will continue to be provided as required by the PPACA and as outlined in Appendix G-2.

The SHP PPO will continue to offer voluntary care management services for high-risk, medically complex cases designed to work with the covered employee or enrolled dependent, provider and caregivers to ensure a clear understanding of the condition, prognosis and treatment options and help coordinate provider services.

**(2) Prescription Drugs.**

In order to promote the usage of generic prescription drugs to reduce costs while maintaining the quality of care, the Pharmacy Benefit Manager (PBM) will automatically substitute an approved generic drug for prescriptions written for multi-source brand name drugs, except for a list of narrow therapeutic index agents, e.g., Dilantin. In those instances when a physician prescribes a multi-

source brand name drug and indicates on the prescription, "Dispense As Written" or DAW, the brand name drug will be dispensed and the enrollee will pay the applicable preferred or non-preferred brand name co-payment plus the difference in cost between the generic drug and the brand name drug. Brand name drugs are deemed to be non-preferred because of the availability of a generic equivalent or a therapeutically or chemically equivalent brand name drug. Maintenance drugs filled at a participating retail pharmacy will only be approved up to a 34-day supply.

The Employer shall continue to offer a mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs filled at up to a 90-day supply through the mail order option.

The employee co-pays for drugs at retail and through mail order are listed in Appendix G-2.

**(3) Second Surgical Opinions.**

An individual will be entitled to a second surgical opinion. If that opinion conflicts with the first opinion the individual will be entitled to a voluntary third surgical opinion. Second and third surgical opinions shall also be subject to applicable copays and deductibles as provided in Appendix G-2.

**(4) Home Health Care.**

A program of home health care and home care services to reduce the length of hospital stay and admissions shall be available at the employee's option. The service must be prescribed by an attending physician who must certify that the home health care services are being used instead of inpatient hospital care, and that the patient is confined to the home due to illness. Services shall be covered to the extent that they would have been covered if the individual had remained or been confined in the hospital.

Home infusion therapy shall be covered as part of the home health care benefit or covered by its separate components (e.g. durable medical equipment and prescription drugs), however a patient shall not be required to be homebound.

**(5) Hospice Care.**

Hospice care shall be available to terminally ill enrollees. Services must be provided by a participating hospice program, and written statements of prognosis may be required. Covered hospice benefits include physical, occupational and speech language therapy, Home Health Aid services, medical supplies and nursing care. See Appendix G-2 for deductible and co-pay amounts.

**(6) Birthing Centers.**

Birthing center care shall be available to employees at their option in lieu of hospitalization. Birthing center care is covered under the delivery and nursery care benefits set forth in Appendix G-2.



**(7) Hearing Care Program.**

The hearing care program will include audiometric exams, hearing aid evaluation tests, hearing aids and fitting subject to the applicable office call fee for the examination and shall be available once every thirty-six (36) months unless significant hearing loss occurs earlier and is certified by a physician. When medically appropriate, binaural hearing aids are a covered benefit. See Appendix G-2.

**(8) Weight Reduction.**

Employees and covered dependents enrolled in the SHP PPO will be eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction if they meet the following conditions:

- (a) The employee or covered dependent is obese as defined by being more than one hundred (100) pounds overweight or more than fifty percent (50%) over ideal weight and weight loss clinic attendance is prescribed by a licensed physician, or
- (b) The employee or covered dependent is more than fifty (50) pounds overweight or more than twenty-five percent (25%) over ideal weight, has a diagnosed disease for which excess weight is a complicating factor, and weight loss clinic attendance is prescribed by a licensed physician.

The \$300 amount will not apply to the SHP PPO deductibles.

**(9) Durable Medical Equipment.**

Durable medical equipment (DME) and prosthetic and orthotics appliances are covered benefits as outlined in Appendix G-2, Medically necessary orthopedic inserts prescribed by a licensed physician are included as a covered benefit.

**(10) Dependent and Long Term Nursing Care.**

The parties agree to work cooperatively to provide assistance in identifying and referring employees and dependents to appropriate custodial care facilities and to agencies for custodial care at home.

**(11) Smoking Cessation.**

The SHP PPO shall include a smoking cessation program which shall include smoking cessation counseling.

**(12) In-and-out-of-network Process.**

An employee may be eligible to receive a waiver to allow in-network coverage by out-of-network providers if in-network providers are not available within a standard distance below, or based on the type of services required.

Waivers will be available if the Third Party Administrator (TPA) determines access to network providers is not within the standard distance. The standards for the waiver are as follows:

- Where there are not two (2) primary care physicians within fifteen (15) miles;
- Where there are not two (2) specialists within twenty (20) miles;
- Where there is not one (1) hospital within twenty-five (25) miles.

Failure to seek services from a PPO provider will result in a Plan member being treated as out-of-network unless the covered member was seeking services as the result of an emergency. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis. A member is considered to have access to the network based on the type of services required, except as provided above.

If a member does not have access to the network, the member will be treated as in-network for all benefits. The member will be responsible for the applicable in-network deductibles, co-payments and coinsurance.

If a member does not have access to the network but then additional providers join the network so that the member would now be considered in-network, the member will be notified and given a reasonable amount of time in which to seek care from an in-network provider. Care received from a non-network provider after that grace period will be considered out-of-network and the out-of-network deductibles, co-payments, coinsurance and out-of-pocket maximums will apply. If a member is undergoing a course of treatment at the time he or she becomes in-network, the in-network rules will continue for that course of treatment only pursuant to the PPO Standard Transition Policy. Once the course of treatment has been finished, the member must use an in-network provider or be governed by the out-of-network rules.

**(13) Subrogation.**

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

**(14) Telemedicine.**

An optional telemedicine program will be available for health and mental health services, subject to applicable office visit copays and deductibles. See Appendix G-2.

**Health Maintenance Organization (HMO).**

As an alternative to the State Health Plan, enrollment in HMOs may be offered to those employees residing in areas where qualified licensed HMOs are in operation. HMO Coverage information is provided in Appendix G-2.

**Section C. Dental Expense Plan**

(a) The State agrees to continue to offer dental plans. Coverage details, including premium share, co-pays, annual maximum and separate lifetime orthodontic maximum and effective dates are described in Appendix G-3. Plans offered will include:

- The State Dental Plan Preferred Provider Organization
- A Dental Maintenance Organization (More Dental Maintenance Organizations shall be explored)
- A Preventive Dental Plan

(b) Covered Dental Expenses: The Dental Expense Plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the Dental Expense Plan.

Coverage for the following services under each plan is listed in Appendix G-3:

(1) Diagnostic Services:

Oral examinations and consultations twice in a fiscal year.

(2) Preventive Services:

Prophylaxis - teeth cleaning three (3) times in a fiscal year, four (4) times when medically necessary;

Topical application of fluoride for children up to age 19, twice in a fiscal year;  
Space maintainers for children up to age 14.

Oral exfoliate cytology (brush biopsy) will be covered when warranted from a visual and tactile examination.

(3) Radiographs:

Bite-wing x-rays once in a fiscal year, unless special need is shown;

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

(4) Minor Restorative Services (fillings):

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

**(5) Major Restorative Services:**

Onlays and crowns when the teeth cannot be restored with another filling material.

**(6) Oral Surgery:**

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

**(7) 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.

**(8) 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.

**(9) Bonding:**

The dental plan covers cosmetic bonding for the eight (8) front teeth of children between the ages of 8-19 years of age. Cosmetic bonding is a covered benefit when it is required because of severe tetracycline staining, severe fluorosis, hereditary opalescent dentin, or amelogenesis imperfecta.

**(10) Prosthodontic Services:**

Repair or rebasing of an existing full or partial denture;

Initial installation of fixed bridgework;

Implants;

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

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

**(11) Sealants:**

Coverage for sealants on permanent molars that are free of any restorations or decay. Sealant treatment is payable on a per tooth basis. Dependents up to age 14 are eligible for the sealant application. The benefit is payable for only one application per tooth within a three (3) year period.

**(12) Orthodontic Services:**

Minor treatment for tooth guidance;

Minor treatment to control harmful habits;

Interceptive orthodontic treatment;

Comprehensive orthodontic treatment;

Treatment of an atypical or extended skeletal case;

Post-treatment stabilization; Separate lifetime maximum of \$1,500 per each enrollee; Orthodontic services for dependents up to age 19; for enrolled employee and spouse, no maximum age. Orthodontic coverage shall be extended to each dependent up to age 25 if the dependent is a full-time student at an accredited institution.

**(c) Dental At-Point-of-Service PPO**

Employees and dependents enrolled in the State Dental Plan may access the improved benefit levels specified in Appendix G-3 by utilizing dental care providers that are members of the Point-of-Service PPO.

**Section D. Vision Care Insurance.**

**a.** The State agrees to continue to offer a vision plan. Coverage details for participating and non-participating providers, are described in Appendix G-4. Except for employees appointed to a position with a regular work schedule consisting of 40 hours or less per bi-weekly pay period as provided above, the Employer shall pay one hundred percent (100%) of the applicable premium for employees covered by this Agreement for the Group Vision Plan.

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

**(1) Examination:** Payable once in any twelve (12) month period with an employee copayment identified in Appendix G-4.

**(2) Suitability Exam:** A contact lens suitability exam determines whether you can wear contact lenses. The fee for this exam is included in the allowance for the contact lenses.

**(3) Replacement Frequency:** The Plan will cover eyeglass lenses, frames or contact lenses once every twelve (12) months if there is a prescription change.

- (4) **Eyeglass Lenses:** Lenses are payable once every twelve (12) or twenty-four (24) months with an employee co-payment as identified in Appendix G-4 for eyeglass lenses and frames. The standard lens size definition is 60 millimeters in diameter. If a larger lens is selected, the employee must pay for the additional expense attributable to lens size greater than 60 millimeters in diameter.
  - (5) **Special Lenses:** The Plan will cover slab off prism and prism lenses with no additional charge to the employee. Lenticular lenses are payable as defined in item 3 above.
  - (6) **Contact Lenses**
    - Medically Necessary:** The Plan will cover medically necessary contact lenses once every twelve (12) months with an employee co-payment identified in Appendix G-4. Medically necessary means (a) must correct the member's acuity to 20/70 or better in the better eye or (b) the member has one of the following visual conditions: kerataconus, irregular astigmatism, or irregular corneal curvature.
    - Not Medically Necessary:** The Plan will pay a maximum allowance identified in Appendix G-4 and the employee shall pay any additional charge of the provider for such contact lenses. The contact lens evaluation is included in the cost of the contact lens allowance.
  - (7) **Frames:** The maximum frame allowance is identified in Appendix G-4 and the employee shall pay any additional charge from the provider for the frames.
  - (8) **Lens Options:** The Plan will cover Rose Tint 1 and Rose Tint 2 or Photochromatic tint at no additional charge to the employee
- c. Plan payments for out of network providers are identified in Appendix G-4.
- d. **Computer Glasses:** Employees who are required to use computers and other digital devices or microfiche readers on a full-time basis shall be eligible for reimbursement for an initial Vision Testing Examination at rates provided herein on regardless of when they were last examined, or on an annual basis in conjunction with a routine eye exam.

Such employees who require prescription corrective lenses which are different than those normally used, are eligible for an additional pair of glasses at the benefit level described in Appendix G-4. These lenses and frames are in addition to those provided under the Vision Care Insurance. An employee obtaining glasses for working who does not otherwise wear glasses would not be covered by this provision.

- e. **Safety Glasses:** Employees who are required to use safety glasses on a full-time basis, as determined by the departmental employer, and who use prescription eyeglasses shall be eligible for a pair of prescription safety glasses at the benefit level described in Appendix G-4. These lenses and frames are in addition to those provided under the Vision Care Insurance.

### **Section E. Long Term Disability Insurance.**

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

The Employer shall continue to provide a rider to the existing LTD insurance program. All employees who are enrolled in the LTD insurance program shall automatically be covered by this rider. The rider shall provide a waiver of 100% of the health insurance (or HMO) premium while the enrolled employee is receiving LTD insurance benefits for a maximum of six (6) months. The Employer shall pay the entire cost of such rider. To thereafter continue health insurance (or HMO) coverage during the LTD-compensable period, the employee shall be responsible for remitting his/her share of the premium (if applicable). If not prohibited by the IRS, an employee whose LTD rider has expired, may transfer immediately to a state-employee spouse's health plan.

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

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

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

### **Section F. Life Insurance.**

- a. **Employee Life:** The Employer shall provide a State-sponsored group life insurance plan which has a death benefit equal to two (2) times annual salary rounded up to the nearest \$1,000, with a minimum \$10,000 benefit. The Employer shall pay one hundred percent (100%) of the premium for this benefit. Less than full-time employees who are working 40% or more of full-time shall have their benefit level determined as if they were working full-time in a full-time position.
- b. **Dependent Life:** An employee may enroll legal spouse and/or eligible children in a dependent life insurance plan. Dependent children must be unmarried and between the ages of 14 days and 23 years. The age ceiling under the optional life insurance plan shall not apply to dependents who are documented as being

incapacitated by a physical or mental impairment, provided coverage does not terminate for any other reason.

- (1) Employee pays one hundred percent (100%) of premium for optional dependent coverage via payroll deduction.
- (2) Employee may choose between seven (7) levels of dependent coverage:
  - (a) Level one insures spouse for \$1,500 and children from age 15 days to 23 years for \$1,000.
  - (b) Level two insures spouse for \$5,000 and children from age 15 days to 23 years for \$2,500.
  - (c) Level three insures spouse for \$10,000 and children from age 15 days to 23 years for \$5,000.
  - (d) Level four insures spouse for \$25,000 and children from age 15 days to 23 years for \$10,000.
  - (e) Level five insures children only from age 15 days to 23 years for \$10,000.
  - (f) Level six insures spouse for \$50,000 and children from age 15 days to 23 years for \$15,000.
  - (g) Level seven insures children from age 15 days to 23 years for \$15,000.

**c. Accidental Death Insurance.**

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

**Section G. Continuation of Group Insurances.**

**a. Upon Layoff.**

- (1) Employees who are laid off, at the time of layoff, may elect to continue enrollment in the SHP PPO (or alternative plan) and life insurance plan by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of three (3) years, whichever occurs first. Such employees may also elect to continue enrollment in the Group Dental (or alternative plan) and/or Group Vision Plans by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of eighteen (18) months, whichever occurs first. In accordance with Paragraph (2) of this Section, the Employer shall pay the Employer's share of such premiums for two (2) pay periods for employees selecting these options.
- (2) Employees laid off as a result of a reduction in force may elect to pre-pay their share of premiums, if any, for the SHP PPO (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life



insurance for two (2) additional pay periods after layoff by having such premiums deducted from their last pay check. The Employer shall pay the Employer's share of premiums for the SHP PPO (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance for two (2) pay periods for employees selecting this option. Coverage for the State Health Plan (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance shall thereafter continue for these two (2) pay periods. Election of this option shall not affect the laid off employee's eligibility for continued coverage as outlined in Paragraph (1) of this Section.

**b. Upon Leave.**

Employees who are granted a leave of absence may elect to continue enrollment in the SHP PPO (or alternative plan) at the time the leave begins. Except as may be otherwise provided in the Federal Family and Medical Leave Act, for continuation of health plan benefits, such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. Such employees may also elect, at the time the leave begins, to continue enrollment in the life insurance plan for up to twelve (12) months by paying the full amount (100%) of the premium. Such employees may likewise elect to continue enrollment in the Group Dental Plan (or alternative plan) and/or Group Vision Plan for up to eighteen (18) months by paying the full amount (100%) of the premium.

**c. Continuation of Life Insurance Coverage in the Event of Total Disability.**

Upon presentation of satisfactory evidence of total disability to Civil Service, which is defined as receiving benefits from one of the following:

- (1) The State's Long Term Disability Plan,
- (2) Social Security Disability coverage,
- (3) Workers' Compensation Insurance, or
- (4) The State's Duty or Nonduty Disability Retirement Plan.

The employee shall receive life insurance coverage fully paid by the Employer for as long as the employee is totally disabled. All premium payments made by the employee prior to establishing Total Disability shall be reimbursed to the employee. The benefit level is the amount in force on the day the employee becomes totally disabled; however, if the employee is totally disabled on his/her 65th birthday, the employee shall be considered retired and the life insurance coverage shall be the same as if the employee had retired.

**d. Group Insurance Enrollment Upon Limited Term Recall.**

All employees covered by this Agreement who accept limited term recall into positions in these Bargaining Units are eligible for enrollment in all group

insurance plans in which they were enrolled at the time of layoff. Coverages in such plans shall be the same as the coverage at the time of layoff. Such employees shall not be considered as temporary (less than 720 hours) employees.

- e. Health Plan coverage for enrolled dependents will cease the 30th day after a Bargaining Unit member's death unless the covered Bargaining Unit member is eligible for an immediate pension benefit from the State Employees' Retirement System, or unless the dependents elect continued plan coverage in accordance with provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

#### **Section H. Group Auto and Homeowners Plan.**

Employees in these Bargaining Units shall, upon completion of a successful bidding process, be eligible for enrollment in a group auto and homeowners plan with the employee to pay the entire cost of any premiums.

#### **Section I. Voluntary Benefits.**

Employees in these Bargaining Units shall be eligible to enroll in a Voluntary Benefits plan established by the Employer. The entire cost of any premiums shall be paid by the employee through payroll deduction or by direct bill as permitted by the specific plan. Benefits offered may include home and auto insurance, voluntary group term life insurance, universal life insurance, and a pre-paid legal plan. Plan offerings will be announced through an annual open enrollment process, and in the event any optional coverage plan is cancelled or withdrawn, employees enrolled in the plan will be sent written notice at least 30 calendar days in advance of the coverage end date.

#### **Section J. Flexible Spending Accounts (FSAs).**

The Employer shall maintain a flexible compensation plan for employees in these Bargaining Units, and employees are eligible to participate in Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Service (IRS) Code except as provided in the 2015 Letter of Understanding titled "Federal Excise Tax Implications".

Beginning January 1, 2021, the Employer shall offer employees the option of enrolling in either a general-purpose flexible spending account or a limited-purpose flexible spending account, as authorized by federal law for healthcare expenses.

#### **Section K. Labor Management Healthcare Committee.**

The Union shall be entitled to continue to participate in statewide Labor Management Healthcare Committee meetings.

## **ARTICLE 27**

### **Miscellaneous Benefits and Expense Reimbursement**

#### **Section 1. Retirement Benefits.**

By virtue of state employment, bargaining unit employees are members of the State Employee's Retirement System, which the parties recognize is regulated entirely by statute. It is not the intent of the parties to alter retirement regulations or entitlements through this contract.

The Employer agrees to supply unit employees with a current copy of the information booklet published by the State which describes the retirement system, upon individual employee request.

#### **Section 2. Tuition Reimbursement.**

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

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

Tuition reimbursement shall not be made unless the course pertains to the employee's current occupation. No employee shall receive reimbursement for more than one course in any one semester or term, except that employees in the Department of Transportation shall be reimbursed in accordance with provisions of Guidance Document 10138 Dated 01/01/04.

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

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

#### **Section 3. Educational Training Fund.**

Effective October 1, 2019, the Employer shall establish a Technical Unit Educational Training Fund in the amount of \$50,000 to be administered jointly by the Union and the Employer. On October 1, 2020, \$50,000 will be added to the fund. On October 1, 2021, \$50,000 will be added to the fund. Money not used carries over to the next fiscal year.

**Section 4. Travel and Moving Expense Reimbursement.**

- A. Those employees covered by the State Standardized Travel Regulations shall be reimbursed for travel expenses for actual expenses incurred, and supported by receipts, up to the maximum amount allowed in accordance with the Standardized Travel Regulations and implementing rules which are in effect on the date(s) of travel.

Departmental exceptions previously granted to the Standardized Travel Regulations shall be applicable, unless expressly altered in this Agreement, for actual expenses incurred, as supported by receipts, up to the maximum amount allowed. In those situations where the Employer has not secured the lodging for an employee, employees shall make a reasonable effort to secure lodging at the rates specified below. However, if an employee has not been able to secure lodging at the specified rate, such employee may request reimbursement for the actual amount. Departments shall not unreasonably deny such reimbursement requests nor shall departments unreasonably delay processing the reimbursement.

- B. Relocation expense reimbursement for eligible employees shall be as provided for in Appendix E.
- C. Parking Charges While on State Business: Any employee who must drive their personal vehicle to a State car-pool for the purpose of picking up a State car for official travel shall be reimbursed for the parking of their private vehicles if free parking is not available. Such expense is reimbursable as a regular item of travel expense provided a State vehicle is requisitioned and used on the same day or days. This item is for parking costs that are caused by travel status. There will be no reimbursement for normal everyday parking cost that the employee pays when he/she is not in travel status.
- D. Relocation Expenses MDOT Employees: MDOT employees who accept a promotion and relocate at least 25 miles closer to their official work station shall be eligible for relocation expense reimbursement in accordance with Appendix E of this Agreement.
- E. Eligibility for Subsistence Allowance at Temporary Work Station in the Department of Transportation - Clarification of Distance Requirements:

In the Michigan Department of Transportation, eligibility for subsistence allowance at a temporary work station shall be as follows:

- (1) "Subsistence" is defined as lodging and meals. Subsistence reimbursement is not authorized at a temporary work station (TWS) within 25 regulation miles of the employee's official work station (OWS).
- (2) Transportation's Modified Travel Regulations (Rev. 10/1/86), Schedule II Field Employees shall regain eligibility for travel subsistence expense reimbursement (first 60 day rate) when the cumulative distance from the employee's "new" temporary work station (TWS) to the employees "original" TWS is equal to or greater than 25 regulation miles.

- (3) In the event an employee regains eligibility for travel subsistence expense reimbursement (first 60 day rate) under paragraph #2, the employee's "new" TWS will be considered an "original" TWS for the purposes of eligibility for travel expense reimbursement under the first 60 day rate.
- (4) Any point (TWS) at which the employee is eligible for travel subsistence reimbursement (first 60 day rate) is an "original" TWS.

EXAMPLE: Employee's home and official work station is in Clare:

- a. First TWS is 50 regulation miles from OWS. Eligible for travel subsistence reimbursement for the first 60 days at this TWS. This TWS is now an "original" TWS.
- b. Employee's next TWS is 10 miles away from "original" TWS. Does not regain eligibility for travel subsistence reimbursement at this "new" TWS.
- c. Employee's next "new" TWS is 10 miles away from previous TWS (and 20 miles away from "original" TWS). Does not regain eligibility for travel subsistence reimbursement.
- d. Employee's next "new" TWS is 10 miles away from previous TWS (and 30 miles away from "original" TWS). Does regain eligibility for up to 60 days of travel subsistence reimbursement. This TWS is now an "original" TWS from which further moves will be measured for purposes of this policy.

### **Section 5. MDOT Civil Engineer and Technician Co-op Programs.**

- A. Employees participating in these programs shall be covered by the following provisions of this Agreement:

Article 1; Article 2 (except as Section 1 is modified in this Section); Articles 3, 4, and 5; Article 8, Section 4; Article 9 (with the same rights as other probationary employees); Articles 10 and 11; Articles 14 and 15; Article 17; Articles 19, 20, 21, 22, 23, 24, and 25; Article 27, Section 4; Articles 28 and 29; and all applicable Letters of Understanding, Agreements, or other documents which are part of or pertain to the Contractual Provisions listed herein.

- B. Effective January 1, 1990, the Michigan Department of Transportation will pay a tuition stipend of \$100 for the term or semester that an employee participating in the two year Technician Co-op program is taking classes on a full-time basis. The employee must be enrolled in a program accredited by the Department and maintain a grade point average of 2.0 to participate in the Technician Co-op program. These payments will be made at the conclusion of the school term or semester.

### **Section 7. Qualified 401(k) Tax-Sheltered Plan.**

Employees in this Bargaining Unit shall be eligible to participate in a qualified 401(k) tax-sheltered plan.

**Section 8. Limited Term Appointments.**

When an employee has been in the same limited term appointment for 4,160 continuous service hours, the employee shall be made permanent, unless the employee is working in a project which has an established ending date. This provision shall not apply in the case of a continuing state classified employee who accepts an appointment to a limited term position.

**Section 9. Payroll Deductions and Remittance for Michigan Educational Trust.**

The parties recognize that the State has offered state employees the opportunity for payroll deduction in conjunction with individual employee's participation in the Michigan Educational Trust (M.E.T.) Program. Members of the Bargaining Unit who are M.E.T. participants will be offered the opportunity to individually initiate enrollment in such state program.

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

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

**Section 10. Pre-Tax Parking/Transportation Benefit.**

The parking/transportation benefit authorized by the internal revenue code allows employees to pay parking or transportation expenses out of pre-tax income under certain circumstances. Taking advantage of the parking/transportation benefit reduces an employee's taxable income, and therefore could slightly reduce the amount of the employee's social security benefit.

1. For bargaining unit employees who pay for parking through payroll deduction, the employer will implement the pre-tax payroll deduction benefit effective with the August 16, 2001 pay date. Prior to implementation, employees will be offered the opportunity to opt out of the benefit (i.e., to continue payroll deduction from after-tax income).
2. As soon as administratively feasible, bargaining unit employees who do not have payroll deduction for parking will be offered the opportunity to establish an account for the purpose of reimbursing out-of-pocket parking expenses. The employee determines the amount of pre-tax income to set aside, and then submits parking receipts for reimbursement from this account.
3. If permitted under the IRS code, the employer will offer the opportunity to establish pre-tax reimbursement accounts to bargaining unit employees who use van pools,

buses, or other forms of mass transportation to commute to and from work. Additional research is required to determine whether this benefit can be offered.

## **ARTICLE 28**

### **No Strike -- No Lockout**

#### **Section 1. Prohibition.**

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.

During the term of this agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement, unless there is a violation of the no-strike prohibition.

#### **Section 2. Affirmative Duty.**

The Union agrees to notify all Union officers, stewards and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to affirmatively encourage employees violating Section 2 to return immediately to the full, faithful performance of duties.

#### **Section 3. Disciplinary Actions.**

The Employer retains the right to discharge or otherwise discipline any, all, or particular groups of employees who violate Section 1, and any employee who fails to carry out his/her responsibilities under Section 2, and the Union will not resort to the grievance procedure on such employee's behalf, except as to questions of fact.

#### **Section 4. Remedies.**

The Employer retains the right to pursue such remedies as are available to it under law.



## **ARTICLE 29**

### **Drug and Alcohol Testing**

#### **Section 1. Definitions.**

As used in this article:

- A. **Alcohol test** means a chemical or breath test administered for the purpose of determining the presence or absence of alcohol in a person's body.
- B. **Drug** means a controlled substance or a controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan public health code, Act No. 368 of the Public Acts of 1978, being sections 333.7201, et seq., of the Michigan Compiled Laws, as may be amended from time to time.
- C. **Drug test** means a chemical test administered for the purpose of determining the presence or absence of a drug or metabolites in a person's bodily fluids.
- D. **Random selection basis** means a mechanism for selecting test-designated employees for drug tests and alcohol tests that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give the Employer discretion to waive the selection of any employee selected under the mechanism.
- E. **Reasonable suspicion** means a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used drugs or alcohol in violation of a departmental work rule or a civil service rule or regulation. By way of example only, reasonable suspicion may be based upon any of the following:
  - (1) Observable phenomena, such as direct observation of drug or alcohol use or the physical symptoms or manifestations of being impaired by, or under the influence of, a drug or alcohol.
  - (2) A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a credible source.
  - (3) Evidence that an individual has tampered with a drug test or alcohol test during employment with the State of Michigan.
  - (4) Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs or alcohol while on duty, while on the Employer's premises, or while operating the Employer's vehicle, machinery, or equipment.
- F. **Rehabilitation program** means an established program to identify, assess, treat, and resolve employee drug or alcohol abuse.
- G. **Test-designated employee** means an employee who occupies a test-designated position.

**H. Test-designated position** means any of the following:

- (1) A safety-sensitive position in which the incumbent is required to possess a valid commercial driver's license or to operate a commercial motor vehicle, an emergency vehicle, or dangerous equipment or machinery.
- (2) A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.
- (3) A position in which the incumbent, on a regular basis, provides direct health care services to persons in the care or custody of the state or one of its political subdivisions.
- (4) A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.
- (5) A position in which the incumbent has unsupervised access to controlled substances.
- (6) A position in which the incumbent is responsible for handling or using hazardous or explosive materials.
- (7) Another position agreed to in secondary negotiations.

**Section 2. Prohibited Activities.**

An employee shall not do any of the following:

- A. Consume alcohol while on duty.
- B. Consume drugs while on duty, except pursuant to a lawful prescription issued to the employee.
- C. Report to duty or be on duty with a prohibited level of alcohol or drugs present in the employee's bodily fluids.
- D. Refuse to submit to a required drug test or alcohol test.
- E. Interfere with any testing procedure or tamper with any test sample.

**Section 3. Testing Employees.**

The Employer may require an employee, as a condition of continued employment, to submit to a drug test or an alcohol test, as provided in this Article.

**A. Tests Authorized:**

- (1) Reasonable Suspicion Testing. An employee shall be required to submit to a drug test or an alcohol test if there is reasonable suspicion that the employee has violated this Article.
- (2) Preappointment Testing. An employee not occupying a test-designated position shall submit to a drug test if the employee is selected for a test-designated position.

- (3) Follow-up Testing. An employee shall submit to an unscheduled follow-up drug test or alcohol test if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a preappointment drug test, or was disciplined for violating this rule.
- (4) Random Selection Testing. A test-designated employee shall submit to a drug test and an alcohol test if the employee has been selected for testing on a random selection basis.
- (5) Post-incident Testing. A test-designated employee shall submit to a drug test or an alcohol test if there is evidence that the test-designated employee may have caused or contributed to an on-duty accident or incident resulting in death, or serious personal injury requiring immediate medical treatment, that arises out of any of the following:
  - a. The operation of a motor vehicle.
  - b. The discharge of a firearm.
  - c. A physical altercation.
  - d. The provision of direct health care services.
  - e. The handling of dangerous or hazardous materials.

B. Limitations On Certain Tests:

- (1) Test Selection. An employee subject to testing under this rule may be required to submit only to a drug test, only to an alcohol test, or to both tests. However, preappointment testing shall be limited to drug testing.
- (2) Limitations On Follow-up Testing. The Employer may require an employee who is subject to follow-up testing to submit to no more than six unscheduled drug or alcohol tests within any twelve-month period.
- (3) Limitations On Random Selection Testing. The number of drug tests conducted in any one year on a random selection basis shall not exceed fifteen percent (15%) of the number of all test-designated positions. The number of alcohol tests conducted in any one year on a random selection basis shall not exceed fifteen percent (15%) of the number of all test-designated positions.
- (4) Limitations On Reasonable Suspicion Testing. Before an employee is subject to reasonable suspicion testing, a trained supervisor must document the basis for the reasonable suspicion. In addition, an employee shall not be subject to a reasonable suspicion test until the Employer-designated drug and alcohol testing coordinator (DATC), or the DATC's designee, has given express, individualized, approval to conduct the test.

**Section 4. Drug and Alcohol Testing Protocols.**

- A. Drug Testing Protocol: The Employer will adopt the current "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended, issued by the U.S. Department of Health and Human Services (the "HHS Drug Guidelines") as the protocol for drug testing under this Article.
- B. Alcohol Testing Protocol: The Employer will adopt the alcohol testing provisions of the current "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," as amended, issued by the U.S. Department of Transportation (the "DOT Alcohol Guidelines") as the protocol for alcohol testing under this Article.
- C. Changes In Protocol: During the term of this Agreement, the parties may agree to amend the protocols without the further approval of the Civil Service Commission to include any final changes to the HHS Drug Guidelines or the DOT Alcohol Guidelines that are published in the Federal Register and become effective. If the parties agree to adopt any such final changes, the parties shall notify the State Personnel Director in writing of the changes and their effective date. Any other change in the protocols requires the approval of the Civil Service Commission.

**Section 5. Prohibited Levels of Drugs and Alcohol.**

- A. Prohibited Levels Of Drugs: It is a violation of this Article for an employee to test positive for any drug under the HHS Drug Guidelines at the time the employee reports to duty or while on duty. A positive test result shall constitute just cause for the Employer to discipline the donor.
- B. Prohibited Levels Of Alcohol: It is a violation of this Article for an employee to report to duty or to be on duty with a breath alcohol concentration equal to or greater than 0.02. A confirmatory test result equal to or greater than 0.02 shall constitute just cause for the Employer to discipline the employee.

**Section 6. Penalties.**

- A. The parties recognize the authority of the Employer to reprimand in writing, suspend, discharge or take other appropriate disciplinary or corrective action against an employee only for just cause. Discipline, when invoked, will normally be progressive in nature; however, the employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation. The Employer may impose discipline, up to and including dismissal, for violation of this Article. All discipline for violation of any provision of this Article shall be subject to the provisions of Article 10 regarding discipline.
- B. An employee selected for a test-designated position shall not serve in the test-designated position until the employee has submitted to and passed a pre-appointment drug test. If the employee fails or refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample, the employee shall not be appointed, promoted, reassigned, recalled, transferred, or otherwise placed in the test-designated position. The Department of Civil Service shall also remove the

employee from all employment lists for test-designated positions and shall disqualify the employee from any test-designated position for a period of three years. In addition, if the employee interferes with a test procedure or tampers with a test sample, the employee may also be disciplined by the Employer as provided in subsection (a). An employee's qualification for appointment in the classified service is a prohibited subject of bargaining and any complaint regarding action by the Department of Civil Service shall be brought only in a Civil Service technical appeal proceeding.

### **Section 7. Self-Reporting.**

- A. **Reporting:** An employee who voluntarily discloses to the Employer a problem with controlled substances or alcohol shall not be disciplined for such disclosure if, and only if, the problem is disclosed before the occurrence of any of the following:
- (1) For reasonable suspicion testing, before the occurrence of an event that gives rise to reasonable suspicion that the employee has violated this rule.
  - (2) For preappointment testing, follow-up testing, and random selection testing, before the employee is selected to submit to a drug test or alcohol test.
  - (3) For post-incident testing, before the occurrence of any accident that results in post-accident testing.
- B. **Employer Action:** After receiving notice, the Employer shall permit the employee an immediate leave of absence to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug test or alcohol test. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work.
- C. **Limitation:** An employee may take advantage of the provisions of Article 29, Section (7) no more often than two times while employed in the classified service. An employee making a report is not excused from any subsequent drug or alcohol test or from otherwise complying in full with this article. An employee making a report remains subject to all drug and alcohol testing requirements after making a report and may be disciplined as the result of any subsequent drug or alcohol test, including a follow-up test.

### **Section 8. Union Representation.**

If an employee is directed to submit to a reasonable suspicion drug or alcohol test, the employee may confer with an available UTEA representative in person (if available on site) or by telephone. However, such contact shall not unreasonably delay the testing process.

### **Section 9. Identification of Test-designated Positions.**

Each appointing authority shall first nominate classes of positions, subclasses of positions, or individual positions to be test-designated. The State Employer shall review the nominations and shall designate as test-designated positions all the classes,

subclasses, or individual positions that meet one or more of the requirements of Section 1(H) of this Article. The designation by the State Employer shall not be limited by or to the nominations or recommendations of the appointing authority. The appointing authority shall give written notice of designation to each test-designated employee and to the Union at least fourteen (14) days before implementing the testing provisions of this rule.

The Union may file a grievance contesting the designation of a particular position. However, an employee occupying a position designated as a test-designated position who is given notice of the designation shall be subject to testing as provided in this Article until a final and binding determination is made that the employee is not occupying a test-designated position.

**Section 10. Coordination of Rule and Federal Regulations.**

The provisions of this Article are also applicable to employees subject to mandatory Federal regulations governing drug or alcohol testing. However, in any circumstance in which (1) it is not possible to comply with both this rule and the Federal regulation or (2) compliance with this rule is an obstacle to the accomplishment and execution of any requirement of the Federal regulation, the employee shall be subject only to the provision of the Federal regulation.

**ARTICLE 30**  
**Duration and Termination of Agreement**

**Section 1.**

This Agreement shall be effective following ratification by the members of the SEIU Local 517M Technical Unit and approval by the Civil Service Commission and shall continue in full force and effect from January 1, 2019 until midnight, December 31, 2021.

However, provisions concerning wages (Article 24, Section 1A) and group insurances (Article 26, Appendix G-2, Appendix G-3 and Appendix G-4) shall continue in full force and effect from October 1, 2019 until midnight September 30, 2020. Wages (Article 24, Section 1A) and group insurances (Article 26, Appendix G-2, Appendix G-3 and Appendix G-4) shall be opened by either party giving written notice to the other of its intent to bargain such provisions, on or after March 1, 2019, but no later than May 1, 2019.

The effective date of termination shall not be extended except by mutual agreement of the Union and the State Employer and approval of the Civil Service Commission.

**APPENDIX A**  
**Technical Unit - List of Classes**

Aircraft Pilot-E	E12
Aircraft Pilot-A	13
Aviation Electronics Technician –E	9
Aviation Electronics Technician-E	10
Aviation Electronics Technician-E	E11
Aviation Electronics Technician-A	12
Dental Hygienist	E11
Dental Lab Technician-E	8
Dental Lab Technician-E	9
Dental Lab Technician-E	E10
Dental Lab Technician-A	11
Dental Lab Technician-SS	12
Drafting Technician-E	8
Drafting Technician-E	9
Drafting Technician-E	E10
Drafting Technician-A	11
Drafting Technician-SS	12
Engineering Assistant-E	6
Engineering Assistant-E	7
Engineering Assistant-E	E8
Engineering Assistant-A	9
Engineering Technician-E	8
Engineering Technician-E	9
Engineering Technician-E	E10
Engineering Technician-A	11



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Engineering Technician-SS	12
Environmental Technician-E	8
Environmental Technician-E	9
Environmental Technician-E	E10
Environmental Technician-A	11
Environmental Technician-SS	12
Equipment Technician-E	8
Equipment Technician-E	9
Equipment Technician-E	E10
Equipment Technician-A	11
Equipment Technician-SS	12
Fingerprint Technician-E	7
Fingerprint Technician-E	8
Fingerprint Technician-E	E9
Fingerprint Technician-A	10
Fisheries Assistant-E	6
Fisheries Assistant-E	E7
Fisheries Assistant-A	8
Fisheries Technician-E	8
Fisheries Technician-E	9
Fisheries Technician-E	E10
Fisheries Technician-A	11
Fisheries Technician-SS	12
Forensic Technician-E	8
Forensic Technician-E	9
Forensic Technician-E	E10
Forensic Technician-A	11

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Forensic Technician-SS	12
Forest Technician-E	8
Forest Technician-E	9
Forest Technician-E	E10
Forest Technician-A	11
Geological Technician-E	8
Geological Technician-E	9
Geological Technician-E	E10
Geological Technician-A	11
Geological Technician-SS	12
Graphic Arts Designer-E	9
Graphic Arts Designer-E	10
Graphic Arts Designer-E	E11
Graphic Arts Designer-A	12
Graphic Arts Designer-SS	13
Laboratory Assistant-E	6
Laboratory Assistant-E	7
Laboratory Assistant-E	E8
Laboratory Assistant-A	9
Laboratory Technician-E	8
Laboratory Technician-E	9
Laboratory Technician-E	E10
Laboratory Technician-A	11
Laboratory Technician-SS	12
Media Production Specialist-E	9
Media Production Specialist-E	10
*Media Production Specialist-E	P11

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Pharmacy Assistant-E	E7
Pharmacy Assistant-A	8
Photographer-E	9
Photographer-E	10
Photographer-E	E11
Photographer-A	12
Photo Services Assistant-E	6
Photo Services Assistant-E	7
Photo Services Assistant-E	E8
Photo Services Assistant-A	9
Radio Communications Technician-E	8
Radio Communications Technician-E	9
Radio Communications Technician-E	E10
Radio Communications Technician-A	11
Radio Communications Technician-SS	12
Respiratory Therapy Technician-E	8
Respiratory Therapy Technician-E	9
Respiratory Therapy Technician-E	E10
*State Worker	4
*Student Assistant-E	A
Surveying Technician-E	8
Surveying Technician-E	9
Surveying Technician-E	E10
Surveying Technician-A	11
Transportation Aide	6
Transportation Aide	E7
Transportation Technician-A	11

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Transportation Technician-E	8
Transportation Technician-E	9
Transportation Technician-E	E10
Transportation Technician-SS	12
Veterinary Technician-E	8
Veterinary Technician-E	9
Veterinary Technician-E	E10
Veterinary Technician-A	11
Water Quality Technician-E	8
Water Quality Technician-E	9
Water Quality Technician-E	E10
Water Quality Technician-A	11
Water Quality Technician-SS	12
Wildlife Technician-E	8
Wildlife Technician-E	9
Wildlife Technician-E	E10
Wildlife Technician-A	11
Wildlife Technician-SS	12
X-Ray Technician-E	8
X-Ray Technician-E	9
X-Ray Technician-E	E10
X-Ray Technician-A	11

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

## **APPENDIX E**

### **Reassignment Expense Reimbursement for Eligible Employees**

1. Persons Covered:

All authorized full-time employees currently employed by the State of Michigan being reassigned at the request of the Appointing Authority who actually move their residence closer to the new work location as a direct result of the reassignment, and who agree to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this Appendix and as provided under the State of Michigan, Administrative Guide to State Government, 0430.01, Payment of Household Moving Expenses. New employees not presently (on the effective date of this Agreement) working for the State of Michigan shall not be entitled to benefits provided in this Appendix.

2. By Commercial Mover:

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

- A. Household Goods: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, toolsheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment perishable foodstuffs subject to spoilage, building materials, fuel or other similar non-household good items.
- B. Packing: The State will pay up to \$800 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.
- C. Insurance: The carrier will provide insurance against damage up to \$.60 per pound for the total weight of shipment. The State will reimburse the employee for insurance cost not to exceed an additional \$.65 per pound for the total weight of the shipment.

In addition to the above packing allowances:

The State will pay the following accessorial charges which are required to facilitate the move.

- A. Appliance Service;
- B. Piano or organ handling charges;
- C. Flight, elevator or distance carry charges;
- D. Extra labor charges required to handle heavy items, i.e., pianos, organs, freezers, pool tables, etc.

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

3. Mobile Homes:

The State will pay the reasonable actual cost for moving a mobile home if it is the employee's domicile, plus a maximum \$1,000 allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the trailer, AND removal or replacement of skirting will be paid by the State when accompanied by receipts.

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

"Actual moving cost" includes only the transportation cost, escort service when required by the governmental unit, special lighting permits, tolls or surcharges. "Actual moving cost" does not include the moving of oil tanks, out buildings, swingsets, etc. that cannot be dismantled and secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by negligence of the carrier, and to contents up to a value of \$1,500. Additional excess valuation and/or hazard insurance may be purchased from the carrier at the expense of the employee.

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

4. Storage of Household Goods:

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

5. Temporary Travel Expense:

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

6. To Secure Housing:

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

## APPENDIX G-2 HEALTH INSURANCE BENEFIT CHART

<b>Preventive Services</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100%
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100%
Pap smear screening – laboratory services only <sup>1</sup>	Covered 100% 1 per year	Not Covered	Covered 100%
Well-baby and child care	Covered 100%	Not Covered	Covered 100%
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100%
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening <sup>1</sup>	Covered 100%	Not Covered	Covered 100%
Flexible sigmoidoscopy <sup>1</sup>	Covered 100%	Not Covered	Covered 100%
Prostate specific antigen screening <sup>1</sup>	Covered 100% one per year	Not Covered	Covered 100%
Mammography, annual standard film or digital mammography screening <sup>1</sup>	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy <sup>1</sup>	Covered 100%	Covered 80% after deductible	Covered 100%

<sup>1</sup> Patient Protection and Affordable Care Act (PPACA) guidelines apply

<b>Physician Office Services</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Office visits, consultations and urgent care visits	Covered, \$20 co-pay	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

<b>Emergency Medical Care</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Hospital emergency room for medical emergency or accidental injury	Covered, \$200 co-pay if not admitted		Covered, \$200 co-pay if not admitted
Ambulance services – medically necessary	Covered, 90% after deductible		Covered, 100% after deductible

<b>Diagnostic Services</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

<b>Maternity Services</b> Includes care by a certified nurse midwife (State Health Plan PPO only)	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Prenatal care	Covered 100%	Covered 80% after deductible	Covered 100%
Postnatal care	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible



<b>Hospital Care</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% after deductible Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Self-donated blood storage prior to surgery	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

<b>Alternatives to Hospital Care</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100% after deductible
Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State		Covered 100% after deductible
Home health care	Covered 90% after deductible, unlimited visits		Check with your HMO

<b>Surgical Services</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Male Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Female Voluntary sterilization	Covered 100%	Covered 80% after deductible	Covered 100%

<b>Human Organ and Tissue Transplants</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% after deductible in designated facilities
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% after deductible in designated facilities

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Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% after deductible subject to medical criteria
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Other Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Allergy testing and therapy (non-injection)	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible.
Allergy injections	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Acupuncture	Covered 80% after deductible if performed by or under the supervision of a M.D. or D.O.		Check with your HMO
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay. Injections: Covered 100%
Autism-Spectrum Disorder Applied Behavioral Analysis (ABA) treatment	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible
Chiropractic/spinal manipulation	Covered, \$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO
Durable medical equipment	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
Prosthetic and orthotic appliances	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
On-line Tobacco Cessation counseling	No charge	Not covered	Covered, check with your HMO
Private duty nursing	Covered 80% after deductible		Check with your HMO
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth).		Check with your HMO
Hearing Care Exam	Covered, \$20 co-pay	Covered 80% after deductible	Check with your HMO
Hearing aids <sup>2</sup>	Covered	Not covered	Check with your HMO

<b>Mental Health/Substance Abuse</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
<b>Mental Health Benefits -Inpatient</b>	Covered 100% up to 365 days per year <sup>3</sup>	Covered 50% up to 365 days per year	Check with your HMO; Inpatient services subject to deductible.
<b>Mental Health Benefits – Outpatient</b>	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
<b>Alcohol &amp; Chemical Dependency Benefits –Inpatient</b>	Covered 100% <sup>4</sup> Halfway House 100%	Covered 50% <sup>4</sup> Halfway House 50%	Check with your HMO; Inpatient services subject to deductible.
<b>Alcohol &amp; Chemical Dependency Benefits -Outpatient</b>	\$3,500 per calendar year <sup>5</sup> 90% of network rates 10% co-pay	\$3,500 per calendar year <sup>5</sup> 50% of network rates	Check with your HMO

<sup>2</sup> Deluxe hearing aids are covered at the same rate as basic hearing aids with the member paying the remainder. Discount hearing aids are offered through the SHP PPO.

<sup>3</sup> Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

<sup>4</sup> Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

<sup>5</sup> Through December 31, 2020, \$3,500 per calendar year limitation pertains to services for chemical dependency only. Effective January 1, 2021, the \$3,500 cap is removed.

### Prescription Drugs

Prescription medications for the State Health Plan PPO are carved out and administered by a Pharmacy Benefit Manager (PBM).

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit the Civil Service Commission Employee Benefits Division website at <http://www.michigan.gov/employeebenefits> and select Benefit Plan Administrators.

The chart below shows the SHP and HMO prescription drug member co-pays:

<b>Generic</b>	<b>Brand Name Preferred</b>	<b>Brand Name Non-Preferred</b>
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

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**Outpatient Physical, Speech, Occupational and Massage Therapy**  
 Combined maximum of 90 visits per calendar year.

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Covered, \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient massage therapy* – facility and clinic setting and a chiropractor's office	Covered 90% after deductible	Covered 80% after deductible	Not covered

\*Effective January 1, 2021, massage therapy performed by a massage therapist must be supervised by a chiropractor and be part of a formal course of physical therapy. Massage therapy is provided as part of a formal course of physical therapy treatment and when billed alone is not a covered benefit.

**Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums**

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Deductible <sup>6</sup>	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family <sup>7</sup>
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted \$10 Telemedicine/Telehealth	Not applicable	\$20 for office visits \$200 for emergency room visits, if not admitted \$10 Telemedicine/Telehealth
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None
Annual out-of-pocket dollar maximums <sup>8</sup>	\$2,000 per member and \$4,000 per family	\$3,000 per member \$6,000 per family	\$2,000 per member and \$4,000 per family

<sup>6</sup> Deductible amounts for the SHP – PPO are effective January 1, 2015 and renew annually on a calendar year basis. Deductible amounts for the HMOs are effective October 12, 2014 and renew annually each October with the start of the new plan year. Effective January 1, 2021, deductible amounts and out-of-pocket dollar maximums for the SHP-PPO and HMOs renew annually on a calendar year basis.

<sup>7</sup> It is the intent of the parties that employees will pay no more HMO deductible for the combined fifteen (15) month period between October 4, 2020 to December 31, 2021, than the employee would have paid for one (1) plan year.

<sup>8</sup> Beginning October 12, 2014, in-network deductibles, in-network fixed dollar co-payments and in-network co-insurance all apply toward the out-of-pocket annual limit. In addition, in HMOs, prescription drug co-payments also apply toward the annual out-of-pocket limit. Beginning with the October 2015 plan year, prescription drug co-payments in the SHP PPO also apply to the annual out-of-pocket limit.

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<b>Premium Sharing</b>	<b>State Health Plan PPO "SHP – PPO" Benefits</b>		<b>HMO Plan "HMO" Benefits</b>	
	<b>Employee</b>	<b>State</b>	<b>Employee</b>	<b>State</b>
Premium	20%	80%	15%	85% <sup>9</sup>

<sup>9</sup> The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount which the State pays for the same coverage code under the SHP-PPO.

## APPENDIX G-3 DENTAL CHART

Covered Services	State Dental Plan*		DMO Plan	Preventive Dental Plan**
	PPO	Premier		
Diagnostic Exams and Consultations (2 per year)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Teeth Cleaning (3 per year, 4 if medically necessary)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Topical Fluoride(Under age 19)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Space Maintainers (Under age 14)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Brush Biopsy	Covered 100%	Covered 100%	N/A	Covered 100%
Radiographs	Covered 100%	Covered 90%	Covered 100%	Covered 100%
Occlusal Guard (once every 5 years)	Covered 100%	Covered 90%	Not covered	Not Covered
Minor Restoratives	Covered 100%	Covered 90%	Covered 100%	Not Covered
Major Restoratives <sup>1</sup>	Covered 90%	Covered 90%	Covered 100%	Not Covered
Oral Surgery	Covered 90%	Covered 90%	Covered 100%	Not Covered
Extractions	Covered 100%	Covered 90%	Covered 100%	Not Covered
Endodontics	Covered 100%	Covered 90%	Covered 100%	Not Covered
Periodontics	Covered 100%	Covered 90%	Covered 100%	Not Covered
Cosmetic Bonding (ages 8-19)	Covered 100%	Covered 90%	Not Covered	Not Covered
Prosthodontics	Covered 70%	Covered 50%	Covered 100%	Not Covered
Prosthodontics Repair	Covered 100%	Covered 50%	Covered 100%	Not Covered
Sealants (Under age 14)	Covered 70%	Covered 50%	Covered 100%	Not Covered
Orthodontics (Up to age 19)	Covered 75%	Covered 60%	Covered 100%	Not Covered
Orthodontics (19 and over)	Covered 75%	Covered 60%	\$1,250 co-pay	Not Covered

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Benefit Maximums	State Dental Plan*		DMO Plan	Preventive Dental Plan
	PPO	Premier		
Annual Maximums	See maximums below	See maximums below	None	None
Lifetime Orthodontics	\$1,500	\$1,500	None	N/A

The State Dental Plan benefit maximums:

- Current maximum \$1,500
- Effective October 1, 2020 through December 31, 2020, the maximum will be \$1,000;
- Effective January 1, 2021 through December 31, 2021, the maximum will be \$1,500;
- Effective January 1, 2022 through December 31, 2022, the maximum will be \$2,000.

Premium Sharing	State Dental Plan*		DMO Plan		Preventive Dental Plan	
	Employee	State	Employee	State	Employee	State
Premium***	5%	95%	0%	100%	0%	100%

**Dental Comparison Chart**

This benefit summary is a brief explanation only. All plan provisions (including exclusions and limitations) are subject to the specific terms of the State and Preventive Dental Plans and the Group Dental Services Agreement

<sup>1</sup>Fixed bridge abutment crowns may be paid at the Major Restorative benefit level if payment for a (single) crown could be made due to the condition of the tooth being restored.

\*If you have the State Dental Plan as your dental coverage, the level of coverage is based upon the provider you choose. To verify that a Dentist is a Participating Dentist, contact the third party administrator.

\*\*If you are enrolled in another group dental plan (non-State) and opt to enroll in either the preventive Dental Plan or Waive Dental benefits you will receive a lump-sum rebate established in conjunction with the annual rate-setting process.

\*\*\*See Article 26, Section A, for premium sharing for less than full time employees.

### APPENDIX G-4 VISION CHART

Vision Testing Exam	Participating Providers	Non-participating Providers
Routine eye exam	100% of Third Party Administrator (TPA) approved amount minus \$5.00 co-pay.	Reimbursement up to \$34 minus \$5.00 co-pay (member responsible for any difference).
	Once every 12 months	

Eyeglass lenses (Glass, plastic, or prism up to 60 mm)	Participating Providers	Non-participating Providers
Replacement schedule	Members may obtain one pair of corrective lenses once every 24 months or once every 12 months if prescription has changed. Members may obtain either eyeglasses or contact lenses but not both.	
Single vision	100% of TPA approved amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$17 minus \$7.50 co-pay (member responsible for any cost exceeding the difference).
Bifocal (includes blended)	100% of TPA approved amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$30 minus \$7.50 co-pay (member responsible for any cost exceeding the difference).
Trifocal	100% of TPA approved amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$43 minus \$7.50 co-pay (member responsible for any cost exceeding the difference).
Special lenses	100% of TPA approved amount minus \$7.50 co-pay	Not covered
Polycarbonate Lenses <sup>1</sup>	100% of TPA approved amount minus \$7.50 co-pay	Not covered
Progressive lenses (standard)	100% of TPA approved amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$30 minus \$7.50 co-pay (member responsible for any cost exceeding the difference).
Rose Tint #1 and #2 or Photochromatic Tint	100% of TPA approved amount minus \$7.50 co-pay	Not covered

<sup>1</sup> Polycarbonate lenses are a covered benefit effective October 4, 2020, and will apply to all regular glasses, computer glasses and safety eye wear.



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 \_\_\_\_\_ The State of Michigan and SEIU 517M, Technical Unit \_\_\_\_\_

Frames	Participating Providers	Non-participating Providers
Eyeglass frames	\$150 allowance is applied toward frames (member responsible for any cost exceeding the allowance) minus \$7.50 co-pay (one co-pay applies to both frames and lenses).	Up to \$38.25 Allowance (member responsible for any cost exceeding the allowance) minus \$7.50 co-pay (one co-pay applies to both frames and lenses).
Once every 24 months or once every 12 months if prescription has changed.		

Contact Lenses	Participating Providers	Non-Participating Providers
Medically necessary	100% of the TPA approved amount Includes contact lens fitting and suitability exam minus \$7.50 co-pay.	Maximum of \$210 allowance per pair minus \$7.50 co-pay (member responsible for any cost exceeding the allowance).
Cosmetic Not medically necessary	Up to \$130 allowance (member responsible for any cost exceeding the allowance) Includes contact lens fitting and suitability exam.  No co-pay	Maximum of \$100 allowance (member responsible for any cost exceeding the allowance).  No co-pay

VDT/CRT or Computer Glasses	Participating Providers	Non-participating Providers
Per pair of glasses	Once every 24 months or once every 12 months if prescription has changed. Only covered if prescription is in addition to, and different from, prescribed everyday eyewear.	
Eye exam	Initial eye exam covered if within 12 months of routine eye exam and is not subject to co-pay. Subsequent evaluation included with routine eye exam.	
Single vision, plastic	100% of TPA approved amount	Up to \$17 allowance (member responsible for any cost exceeding the allowance).
Bifocal (includes blended)	100% of TPA approved amount	Up to \$30 allowance (member responsible for any cost exceeding the allowance).
Trifocal	100% of TPA approved amount	Up to \$43 allowance (member responsible for any cost exceeding the allowance).

Agreement Between  
 \_\_\_\_\_ The State of Michigan and SEIU 517M, Technical Unit \_\_\_\_\_

<b>VDT/CRT or Computer Glasses</b>	<b>Participating Providers</b>	<b>Non-participating Providers</b>
Progressive lens (standard)	100% of TPA approved amount	Up to \$30 allowance (member responsible for any cost exceeding the allowance).
Special lenses	100% of TPA approved amount	Not covered
Rose Tint #1 to #2	100% of TPA approved amount	Not covered
Eyeglass frames	\$150 allowance (member responsible for any cost exceeding the allowance).	Up to \$38.25 allowance (member responsible for any cost exceeding the allowance).

<b>Safety Eye-wear</b>	<b>Participating Providers</b>	<b>Non-participating Providers</b>
Replacement schedule	Members may obtain one pair of corrective lenses once every 24 months or once every 12 months if prescription has changed. Members may obtain either eyeglasses or contact lenses but not both.	
Single vision	100% of TPA approved amount	Not covered
Bifocal (includes blended)	100% of TPA approved amount	Not covered
Trifocal	100% of TPA approved amount	Not covered
Special lenses	100% of TPA approved amount	Not covered
Progressive lenses (standard)	100% of TPA approved amount	Not covered
Eyeglass frames	Up to \$65 allowance (member responsible for any cost exceeding the allowance).	Not covered
Rose Tint #1 and #2	100% of TPA approved amount	Not covered

Agreement Between  
\_\_\_\_\_The State of Michigan and SEIU 517M, Technical Unit\_\_\_\_\_

<b>Lasik</b>	<b>Participating Providers</b>	<b>Non-participating Providers</b>
Lasik <sup>2</sup>	\$1,000.00 Lifetime reimbursement for active employees only	

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<sup>2</sup> Reimbursement for Lasik is effective October 4, 2020 for procedures performed on or after the effective date and available for active employees only (spouses/dependents are not eligible).

## **LETTER OF UNDERSTANDING**

### **Article 13 - Borland Arbitration Decision**

In the course of the 1987 negotiations, the parties agreed to provide certain rights for those employees in limited term positions covered by the David Borland Arbitration Decision Number FMCS 87K/00191. For the purposes of this Letter only, such persons shall be referred to as "employees". Employees shall have all wages and benefits to which they are entitled under the Collective Bargaining Agreement.

Office of the State Employer

George G. Matish

Bea Goree

Michigan Department of Transportation

John Lopez

Date: October 19, 1987

United Technical Employees

Association

Joseph Cohn

**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

Dennis L. Streeter

FOR THE EMPLOYER

Janine M. Winters

**LETTER OF UNDERSTANDING**  
**ARTICLE 29—DRUG AND ALCOHOL TESTING**

During the negotiations in 2004, the parties discussed reducing the percentage of employees who are subject to non-OTETA 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

For The Employer

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

**Pilot Program**

Where access to the State's e-mail system is otherwise available, the Employer agrees to a pilot program that permits use of the State's existing e-mail system by the SEIU 517M Technical Unit (Union) office staff for transmitting legitimate union business to bargaining unit employees. Any use of the State's e-mail system by a bargaining unit employee to review any such union materials transmitted must take place on non-work time only, e.g. breaks and lunch.

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.

The State's e-mail system is not private and may be monitored at any time. 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 Union will be notified of blocked material.

Use of the State's email system not expressly authorized in this Letter of Understanding constitutes a violation absent specific written agreement of the Office of the State Employer. At the Office of the State Employer's request, any email transmitted by the Union through the State's e-mail system will be forwarded by the Union to the Office of the State Employer.

In the event the Office of the State Employer determines the Union's use of the State's e-mail system violates provisions of this Letter of Understanding, prompt steps must be taken by the Union to correct the violation. In the event of a repeat violation, the Office of the State Employer reserves the right, in its sole discretion, to cancel the program.

The program will continue through December 31, 2021 unless the Office of the State Employer cancels the pilot program as provided above.

## **LETTER OF UNDERSTANDING BANKED LEAVE TIME PROGRAM**

1. Eligibility.

Permanent and limited-term, full-time, part-time, seasonal, and intermittent, probationary and non-probationary employees shall be required to participate in the banked leave time program (program). Non-career employees are not eligible to participate in the program.

2. Definitions and description of program.

An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's pay shall be reduced by four (4) hours per pay period for full-time employees, and by a pro rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

3. Hours Eligible For Conversion To Program.

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of this letter of understanding, an employee shall not be able to accumulate in excess of 184 BLT hours. Accumulated BLT hours shall not be counted against the employee's annual leave cap, known as part a hours under the annual and sick leave program.

The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as annual leave, pursuant to article 25.

4. Timing Of Conversion Of Unused Program Hours.

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

If the amount of a projected contribution would exceed the maximum amount allowable under section 415 of the internal revenue code (when combined with other projected contributions that count against such limit), the state shall first make a contribution to the employee's account within the State of Michigan 401(k) plan up to the maximum allowed, and then make the additional contribution to the employee's account within the State of Michigan 457 plan.

5. Insurances, Leave Accruals And Service Credits.

Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will



continue as if the employee had received pay for the BLT hours. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is enrolled will not be changed as a result of participation in the program. Employees shall incur no break in service due to participation in the program. Subject to legislative approval, the program is not intended to have an effect on the final average compensation calculations under the state's defined benefit plan nor the salary used for employer contribution calculations under the state's defined contribution plan.

6. Relationship To Plan A And Plan C.

Before incurring unpaid Plan A or plan C hours all BLT hours must be exhausted.

7. Term.

The program shall be effective the pay period beginning January 2, 2005. The pay reduction and accrual provisions of this Letter of Understanding shall be in effect through the pay period ending October 22, 2005 unless extended by mutual agreement of the parties.

For The Union

Jerry Ketchum 10-28-04

For The Employer

Cheryl Schmittiel 10-28-04

## **LETTER OF UNDERSTANDING**

### **SEIU LOCAL 517M TECHNICAL UNIT**

The parties agree that employees in the Technical Bargaining Unit classified as state worker 4 may work up to 1,040 hours in a calendar year. The parties further agree that employees in the Technical Unit assigned to MDOT Civil Engineer or Technician co-op positions as permitted under Article 27, Section 4 of the Agreement, may work up to 2,080 hours in a calendar year.

For The Union  
Jerry Ketchum 09-29-04

For The Employer  
David H. Fink 09-29-04

**LETTER OF AGREEMENT**  
**SEIU 517M, Technical Unit**  
**And**  
**State of Michigan, Office of the State Employer**  
**Article 25**  
**Annual Leave Donation**

The parties agree that having a uniform process for donation and receipt of annual leave across State government would increase efficiency and understanding of the procedure.

Following approval of this Agreement, the parties agree to address this issue in the Labor/Management Health Care Committee forum(s) to attempt to remove inconsistencies in the processes and draft a uniform procedure.

Proper subjects to be addressed at this meeting include, but are not limited to:

Conditions under which leave can be received and

Conditions under which leave can be donated, and

The procedure for making such a request.

Any changes that would modify the Collective Bargaining Agreement would be implemented in a separate Letter of Understanding that would be submitted to the Civil Service Commission for approval.

For the Union

For the Employer

## **LETTER OF UNDERSTANDING**

### **Joint Healthcare Committee**

During the 2011 negotiations, the parties discussed the mutual goal of designing and implementing health care plans, including ancillary plans, that effectively manage costs and that work to keep members healthy. To that end, the Employer and the Unions will convene a Joint Healthcare Committee (the "Committee") whose charges will include, but not be limited to:

- a. Analysis of current plan performance identifying opportunities for improvement;
- b. Investigate potential savings opportunities from re-contracting pharmacy or other carrier contracts;
- c. Review the current specialty pharmacy program and identify best-in-class specialty programs to use as a benchmark;
- d. Analyze current HMO plans to determine if they are a cost-effective means of providing high quality health care;
- e. Investigate impact on outcomes and costs of Value Based Benefit Designs;
- f. Identify opportunities for cost-containment programs and carve out programs;
- g. Investigate opportunities to save costs by modifying or otherwise limiting medical, professional and pharmacy networks;
- h. Review current chronic care management programs to determine effectiveness as well as ongoing member compliance;
- i. Investigate work place health and wellness programs and make recommendations with the goal of educating and motivating employees toward improved health and wellbeing;
- j. Make recommendations to increase voluntary participation in health and wellness screenings and benefits included in current health plans;
- k. Identify educational opportunities relative to facility and professional provider quality data, as well as designated centers of excellence.

As mutually agreed by the parties, independent subject matter experts and consultants may be called upon to assist the Committee in carrying out their charges.

Within 30 days of the effective date of the Agreement, each union shall appoint a representative to serve on the Committee and the Employer shall designate up to four representatives. The Committee will be jointly chaired by a representative designated by OSE and a representative designated by the Unions.

Monthly meetings of the Committee shall be scheduled with the first being held no later than 45 days following the effective date of the Agreement.

## **LETTER OF UNDERSTANDING**

### **Article 4**

#### **Union Dues Deduction and Remittance**

During 2013 negotiations, the parties recognized that challenges have been made to the application of Public Act 349 of 2012 (the public sector “right to work” law) to employees in the classified service. The parties also recognize that challenges have been made to the overall legality of Public Act 349. This contract amends Article 4 to be consistent with Public Act 349.

**LETTER OF UNDERSTANDING**  
**Wellness**

During the 2015 negotiations, the parties discussed a number of issues relative to health care cost containment, including the impact of the excise tax contained within the Patient Protection and Affordable Care Act, PPACA.

These negotiations included discussing programs designed to target wellness in a manner that would be beneficial to the workers and could result in decreased costs to the group insurance program.

It is the intent of the parties to begin immediate discussions within the Joint Health Care Committee on the wellness concepts and identified during those negotiations.

## **LETTER OF UNDERSTANDING**

### **Federal Excise Tax Implications**

The aggregate cost for the SHP PPO and HMO's extending into 2021 must fall below the federal excise tax thresholds established by the IRS under PPACA. The aggregate cost which must be counted toward the applicable 2021 federal excise tax threshold will be calculated in accordance with IRS guidelines.

The parties agree to meet to convene the Joint Health Care Committee no less than monthly beginning January 2019. The Committee shall jointly share the most recent information available, subject to change, including total premiums (employer and employee share) and employee pre-tax medical Flexible Spending Account (FSA) contributions in the aggregate cost.

The Committee shall also discuss various plans to maintain health care costs. Discussions shall include updates on the IRS regulations relative to the excise tax as well as all options to stay below the threshold.

Current deductibles and out of pocket maximums, as well as other plan provisions will also be discussed. Additionally, the parties will consider other options to maintain costs prior to plan design changes and/or reductions to the medical spending accounts.

It is the intent of the parties that the Joint Health Care Committee will utilize all options to avoid the excise tax. However, in the event such collaboration does not result in avoiding the excise tax, the parties will negotiate the terms of the health insurance plan with an end result that will provide the costs stay below the excise tax threshold.

The employer agrees to provide notice as soon as administratively feasible, but not later than July 13, 2020, of the SHP PPO rates and HMO rates for FY 2021. If the aggregate cost for any one of the health insurance plans offered by the State for enrollment (the SHP PPO or any HMO's) extending into 2021 exceeds federal excise tax thresholds established by the IRS, the parties agree that beginning with the Flexible Spending Account (FSA) enrollment for calendar year 2021, the medical spending account option under Article 26, Section J will be reduced or eliminated to maintain aggregate cost below the applicable 2021 federal excise tax thresholds, unless prohibited by law, or if doing so would invalidate the plan in whole or in part resulting in additional costs to the employer and/or employees.

## **LETTER OF UNDERSTANDING**

### **Article 14 Health and Safety**

During negotiations in 2015, the parties discussed concerns related to health & safety in the following departments: DTMB, MDOT & MDOC. The parties agree to delegate health & safety concerns in the aforementioned departments to secondary negotiations in accordance with Article 23, Section 10 of the Collective Bargaining Agreement.

For the Union

For the Employer

T



**LETTER OF UNDERSTANDING**  
**Travel Regulations**

The parties agree that effective May 1, 2016 all current Technical Unit employees who are classified as Schedule II under the 1986 Michigan Department of Transportation (MDOT) Travel Regulations shall continue to be covered by these regulations as long as they remain continuously employed by MDOT in the Technical Unit subject to the following:

1. Any employee classified as Schedule II on May 1, 2016 may voluntarily elect to change to the State Standardized Travel Regulations at any time by submitting written notice to the Office of Human Resources. This election is irrevocable.
2. Employees who remain Schedule II shall receive, in lieu of the \$.2525 per mile rate up to a maximum of \$32.75 per day, the standard mileage rate published by the Department of Technology, Management and Budget and in effect on the date of travel up to a maximum of \$32.75 per day as outlined in the 1986 MDOT Travel Regulations. All other provisions of the MDOT Travel Regulations apply.
3. Any career or non-career Technical Unit employee hired or recalled on or after May 1, 2016 shall be covered under the State Standardized Travel Regulations.

The parties further agree that this Letter of Understanding satisfies the obligation to address Schedule II through secondary negotiations. Accordingly, the parties agree to amend Article 27, Sections 4.A and 4.E, and the Letter of Understanding for Article 14 Health and Safety, and Article 27, Section 4 Travel and Moving Expense Reimbursement as attached to remove the delegation of Schedule II to the secondary negotiation process.

## **LETTER OF UNDERSTANDING**

### **SEIU 517M Technical Unit**

#### **Recruitment and Retention**

Within 60 days of the effective date of the Agreement, the parties agree to establish a committee comprised of three representatives from the SEIU 517M Technical Unit, as designated by the Union, and three Employer representatives, as designated by the Office of the State Employer.

The committee will review issues identified by the Union related to recruitment and retention, which may include compensation schedules, for classification(s) as mutually agreed to by the parties. Independent Subject Matter Experts may be called upon to assist the committee in reviewing the identified recruitment and retention issues.

The first meeting of the committee will be held no later than 90 days following the effective date of the Agreement. Thereafter, the committee will schedule meetings every other month or more frequently as determined by the parties.

Findings that involve mandatory subjects of bargaining will be referred to the Director of the Office of the State Employer and the SEIU 517M Technical Unit leadership for possible action.

**Letter of Understanding**

In the event the Civil Service Commission Rule on Prohibited Subjects of Bargaining is amended, the parties agree to reopen negotiations on the impact of the rule change if requested by the Union, and subject to such restrictions as the Civil Service Commission may establish.

This Letter of Understanding is in effect through December 31, 2021.

**LETTER OF UNDERSTANDING**

**Dental and Vision Insurance Coverage  
for Adult Children under Age 26**

To the extent that federal law now requires the offering of health insurance coverage to adult children under age 26, the State will offer dental and vision insurance coverage to adult children under the same standards that it offers health insurance and without regard to student enrollment. If federal law requiring the offering of health insurance to adult children changes, this Letter of Understanding will expire.

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