

Labor Agreement

Between



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

AND



The State of Michigan

Effective:

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

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AGREEMENT

This is an Agreement made and entered into effective January 1, 2008 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, hours, and other terms and conditions of employment which are subject to good faith collective bargaining negotiations between the parties, and to this end modifies or supersedes (a) conflicting rules, regulations and interpretive letters of the Civil Service Commission 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, hours, 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.

1
2 **Section 2. New or Abolished Classifications.**

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

14
15 Nothing herein shall prohibit either of the parties from exercising its unit clarification
16 rights under the provisions of the Civil Service Commission Rules and Regulations. The
17 classes/titles referenced in this Section or in Appendix A are for descriptive purposes
18 only. Their use is neither an indication nor a guarantee that these titles will continue to
19 be used by the Employer.

20
21 The Employer agrees to provide concurrent written notice to the Union of any requests
22 which it makes to the Civil Service Commission for selective certifications on any
23 Bargaining Unit positions.

24
25 **ARTICLE 3**
26 **Integrity of the Bargaining Unit**

27
28 **Section 1. Bargaining Unit Work Performed by Non-Bargaining Unit Employees.**

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

34
35 B. As provided in this Agreement, Bargaining Unit work will normally be performed by
36 classified employees in the Bargaining Unit. The Employer will not assign work to
37 non-Bargaining Unit employees except as provided for in this article of the Collective
38 Bargaining Agreement.

39
40 C. Non-Bargaining Unit employees will not be assigned to perform Bargaining Unit work
41 except to the extent that they have previously performed such work as a matter of
42 customary practice, or to the extent that such work is part of their duties as provided
43 in Civil Service Class Specifications, in the case of temporary work relief or an
44 emergency.

1 In addition to the prohibitions listed above, Bargaining Unit work will not be assigned
2 to non-Bargaining Unit employees if such assignment would result in the reduction of
3 hours, layoff or abolishment of positions of Bargaining Unit employees.
4

5 D. The Employer may continue to use such programs as the type listed below, provided
6 that the primary purpose of such programs is to supplement ongoing activities or to
7 provide training opportunities.
8

- 9 ◆ Student Work Experience
 - 10 ◆ Seasonal Recreation Programs
 - 11 ◆ Volunteer Programs
- 12

13 To the extent that it is available, the Employer will provide the Union with information
14 which permits the Union to monitor the implementation of such programs, if not
15 already provided. These programs are not intended to be used as a substitute for
16 Bargaining Unit employees. A Union allegation that such a program is being used
17 by the Employer as a substitute, rather than a supplement, for on going State
18 employee activities, or causes layoffs or reduction of hours for Bargaining Unit
19 employees, shall be grievable under this Agreement.
20

21 E. The number of Construction Technician 12 positions in the Michigan Department of
22 Transportation will not be reduced as a result of assigning Transportation Engineer
23 11's to positions currently held by Construction Technician 12's.
24

25 **Section 2. Bargaining Unit Work Performed by Supervision.**

26 Supervisory employees shall only be permitted to perform Bargaining Unit work under
27 the following circumstances: To the extent that such work is a part of their job duties as
28 provided in Civil Service class specifications or to the extent that they have commonly
29 performed such work as a matter of practice; in case of emergency; when necessary to
30 provide temporary relief; to instruct or train employees; to demonstrate the proper
31 method of accomplishing the tasks assigned; to avoid the necessity of overtime; when a
32 Bargaining Unit employee capable of doing the work is not available; or to allow the
33 release of employees for Union activities recognized and authorized under this
34 Agreement.
35

36 No employee in the Bargaining Unit shall be considered a supervisor for purposes of
37 this Agreement.
38

39 **Section 3. Contracting and Subcontracting.**

40 The Employer recognizes its obligation to utilize Bargaining Unit members in
41 accordance with the merit principles of the Civil Service Commission. The Employer
42 reserves the right to use contractual services in accordance with Civil Service Rules and
43 Regulations.
44

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

1 Bargaining Unit employees. Whenever the Employer intends to contract out or
2 sub-contract services, the Employer shall, as early as possible but at least fifteen (15)
3 calendar days prior to implementation and no later than at the time of submission to
4 Civil Service, give written notice of its intent to contract or sub-contract to the Union.
5 Such notice shall consist of a copy of the material sent to Civil Service which shall
6 include such matters as:

- 7
- 8 1. The nature of the work to be performed or the service to be provided.
- 9
- 10 2. The proposed duration and cost of such sub-contracting.
- 11
- 12 3. The rationale for such sub-contracting.
- 13

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

17
18 Nothing provided in this section shall prohibit the Union from challenging the planned
19 contracting or sub-contracting before the Civil Service Commission, nor from appealing
20 a Departmental action which it alleges violates applicable Civil Service Rules and
21 Regulations.

22
23 **ARTICLE 4**
24 **Union Security, Dues Deduction and Remittance**

25
26 **Section 1. Union Security.**

- 27 A. Any employee covered by this Agreement who is a member of the bargaining unit on
28 the effective date of this Agreement shall, as a condition of continuing employment,
29 tender to the Union those dues and fees uniformly required of Union members in
30 good standing.
- 31
- 32 B. Any employee who is employed in this Bargaining Unit on the effective date of this
33 Agreement who is not a member of the Union on the effective date of this
34 Agreement within thirty (30) calendar days following the effective date of this
35 Agreement, shall, as a condition of continuing employment, either:
- 36
- 37 (1) Become a member of the Union and tender to the Union those dues and fees
38 uniformly required of Union members in good standing; or
 - 39
 - 40 (2) Pay to the Union a service fee, in an amount not to exceed the duly established
41 membership dues and not exceeding the employee's proportionate share of the
42 costs germane to collective bargaining, contract administration, and grievance
43 administration, or otherwise necessarily or reasonably incurred for the purpose of
44 performing the duties of an exclusive representative of the employees in dealing
45 with the employer on labor-management issues.
 - 46

- 1 C. Any employee who becomes employed in this Bargaining Unit after the effective
2 date of this Agreement shall, within thirty (30) calendar days following the effective
3 date of such employment and as a condition of continuing employment, either:
4
5 (1) Become a member of the Union and tender to the Union those dues and fees
6 uniformly required of Union members in good standing; or
7
8 (2) Pay to the Union a service fee, in an amount not to exceed the duly established
9 membership dues and not exceeding the employee's proportionate share of the
10 costs germane to collective bargaining, contract administration, and grievance
11 administration, or otherwise necessarily or reasonably incurred for the purpose of
12 performing the duties of an exclusive representative of the employees in dealing
13 with the employer on labor-management issues.
14
15 D. Any employee who is a member of the Union shall have the right to withdraw from
16 Union membership at any time, but such voluntary termination of membership shall
17 not exempt the employee from the obligation to pay the contractually required
18 service fee.
19
20 E. The obligation of an employee who is a member of the Union on the effective date of
21 this Agreement to tender the required dues and fees shall commence on the
22 effective date of this Agreement. The obligation of any employee who is not a
23 member of the Union on the effective date of this Agreement to tender the
24 contractually required dues or to pay the contractually required service fee shall
25 commence thirty (30) calendar days following the effective date of this Agreement.
26

27 **Section 2. Compliance Procedure.**

28 In determining whether compliance has occurred, the Employer may accept proofs from
29 an employee who is a member of and adheres to established traditional tenets or
30 teachings of a bona fide religion, body or sect which has historically held conscientious
31 objections to joining or supporting labor organizations, that the employee has agreed to
32 pay an amount equal to Union dues to a non-religious, non-labor charitable organization
33 which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
34

35 The Employer shall automatically deduct from an employee's pay check and tender to
36 the Union a representation service fee as provided in Section 1, after the following:
37

- 38 A. After thirty (30) days from date of the employee's hire, the Union has first notified the
39 Employer that:
40
41 (1) The employee is subject to the provisions of this Section;
42
43 (2) The employee has been provided with an opportunity to object to the amount of
44 the fee;
45

1 (3) The employee has elected not to become or remain a member of the Union in
2 good standing or to tender the required service fee.

3
4 B. Within ten (10) work days from the date the Union so notified the Employer, the
5 Employer shall:

6
7 (1) Notify the employee of the provisions of this Agreement;

8
9 (2) Obtain the employee's response, if possible; and

10
11 (3) Notify the Union of the employee's response, if any.

12
13 C. In the event the employee fails to become a member of the Union in good standing,
14 renew membership, or sign the "Authorization For Representation Service Fee" form
15 after the above, the Union may request automatic deduction by notifying the
16 Employer, with a copy to the employee, certified mail, Return Receipt Requested.

17
18 D. Upon receipt of such written notice, the Employer shall, within five (5) week days,
19 notify the employee, with a copy to the Union, that beginning the next pay period it
20 will commence deduction of the service fee and tender same to the Union, including
21 fees due commencing with the employee's thirty-first day of employment.

22
23 E. Any employee in arrears in dues or fees as of the effective date of this Agreement
24 shall have ten (10) calendar days from the date of notification by certified mail to
25 submit a check to the Union for the full amount of the arrearage. If an employee fails
26 to submit the payment in full within this time period, the Union may request the
27 Employer to begin automatic double deduction of service fees for the period of time
28 required to liquidate any remaining arrearage.

29
30 A copy of such request shall be provided to the employee, Certified Mail, Return
31 Receipt Requested. The Union shall inform the Employer that:

32
33 (1) The employee is in arrears, the amount of the arrearage, and the period(s)
34 during which the arrearage arose;

35
36 (2) The Union has notified the employee of the amount of the claimed arrearage
37 and the basis on which it was calculated;

38
39 (3) The Union has afforded the employee the opportunity to satisfy the arrearage;
40 and

41
42 (4) The employee continues to fail or refuse to satisfy the arrearage.

43
44 Within seven (7) calendar days following receipt of the above information by the
45 Employer, the Employer shall notify the employee with a copy to Union, that

1 beginning with the next pay period it will begin an involuntary double deduction of
2 dues or fees until the arrearage has been satisfied.

3
4 **Section 3. Dues Deduction.**

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

9
10 The Union dues deduction authorization shall remain in full force and effect during the
11 period of this Agreement and may be revoked or terminated on written notice to the
12 Employer and the Union at any time.

13
14 Dues will be authorized, revised and certified to the Office of the State Employer by the
15 Union. Each Union member and the Union authorize the Employer to rely upon and to
16 honor certifications by the Union regarding the amounts to be deducted and the legality
17 of the adopting action specifying such amounts of the Union dues.

18
19 **Section 4. Representation Fees.**

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

24
25 The written Representation Service Fee Deduction authorization shall remain in full
26 force and effect during the life of this Agreement unless the employee executes and
27 furnishes the Employer a Union dues deduction authorization form.

28
29 **Section 5. Objections to Amount of Service Fee.**

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

36
37 The Union shall give every Service Fee payer financial information sufficient to
38 determine how the Service Fee was calculated. A Service Fee payer may challenge the
39 amount of the Service Fee by filing a written objection with the Union within 30 calendar
40 days. The Union shall consolidate all objections and shall initiate arbitration under the
41 "Rules for Impartial Determination of Union Fees" of the American Arbitration
42 Association. The Union shall place in escrow any portion of the objector's Service Fee
43 that is reasonably in dispute.

1 **Section 6. Remittance and Accounting.**

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

7
8 Upon forwarding such payment by mail to the Union's last designated address, the
9 Employer, its officers and employees shall be released from any liability to the
10 employee and the Union under such assignments.

11
12 **Section 7. Bargaining Unit Information Provided to the Union.**

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

22
23 The Employer will provide a biweekly demographic report to the union in electronic
24 form, containing the following information for each employee in the bargaining unit: the
25 employee's name, identification number, street address, city, state, zip code, job code,
26 sex, race, birth date, hire date, process level (department/agency), TKU, union
27 deduction code, deduction amount, employee status code (appointment type), position
28 code (position type), leave of absence/layoff effective date, continuous service hours,
29 county code, worksite code, unit code and hourly rate.

30
31 The parties agree that this provision is subject to any prohibition imposed upon the
32 employer by courts of competent jurisdiction.

33
34 **Section 8. Deductions Not Taken.**

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

40
41 **Section 9. Forms.**

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

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.

1 **Section 3. Union Information Packet.**

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

4
5 Such information shall consist of material informing the new employee of his/her rights
6 and obligations under this Agreement, and the benefits afforded Union members.

7
8 **Section 4. Maintenance of Materials.**

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

13
14 In the event any such designated Union officials are changed during the term of this
15 Agreement, the Union shall notify the OSE of such changes within thirty (30) calendar
16 days of the effective date of such change.

17
18 **Section 5. Union Meetings on State Premises.**

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

26
27 **Section 6. Telephone Directory.**

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

30
31 **Section 7. Access to Premises by Union Staff.**

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

38
39 The Union agrees that such access shall be subject to operational or security measures
40 established by the Employer and shall not interfere with the normal work duties of the
41 employees.

42
43 The Employer reserves the right to designate a meeting place and to provide a
44 representative to accompany the Union officer or representative where operational or
45 security considerations do not permit unaccompanied Union access. However, this
46 provision shall not be construed to prevent Union access to lobby areas or to areas

1 open to the general public. Access authorized by this Section shall be expedited
2 wherever possible.

3
4 **Section 8. Access to Documents, Records or Policies.**

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

11
12 **Section 9. Prohibited Materials.**

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

23
24 **ARTICLE 6**
25 **Management Rights**

26
27 **Section 1. Rights of Employer.**

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

37
38 To the extent they are not superseded by other provisions of this agreement,
39 management rights include, but are not limited to, the right, without engaging in
40 negotiations, to:

- 41
42 A. Determine matters of managerial policy; mission of the Agency (i.e., the services to
43 be provided, their level, and by what means); budget; the method, means and
44 personnel by which the Employer's operations are to be conducted; organization
45 structure; standards of service and maintenance of efficiency; the right to select,
46 promote, assign or transfer employees; discipline employees for just cause; and in

1 cases of emergency, to take whatever action is necessary to carry out the Agency's
2 mission. However, if such determinations alter conditions of employment to produce
3 substantial adverse impact upon employees, the modification and remedy of such
4 resulting impact from changes in conditions of employment shall be subject to
5 negotiation requirements. Any claim by the Union of failure on the part of the
6 Employer to bargain in good faith shall be appealable through the procedures
7 contained in the Civil Service Commission Rules and Regulations.
8

9 B. Utilize personnel, methods and means in the most appropriate and efficient manner
10 as determined by the Employer. Such rights shall be exercised consistent with the
11 other provisions of this Agreement.
12

13 C. Determine the size and composition of the work force, direct the work of the
14 employees, determine the amount and type of work needed and, in accordance with
15 such determination, relieve employees from duty because of lack of funds or lack of
16 work. Such rights shall be exercised consistent with the other provisions of this
17 agreement.
18

19 D. Make work rules which regulate performance, conduct, and safety and health of
20 employees, provided that changes in such work rules shall be reduced to writing and
21 furnished to the Union for its information as soon as possible, and provided that such
22 rules do not violate any provisions of this Agreement. Rules under this section will
23 be reviewed prior to implementation by the Office of the State Employer.
24

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

26 A. It is agreed by the parties that none of the management rights noted above or any
27 other management rights shall be subjects of negotiation during the term of this
28 Agreement; provided, however, that such rights must be exercised consistently with
29 the other provisions of this Agreement.
30

31 B. None of the enumerated rights contained in this Article are intended to supersede
32 any written provisions of this Agreement.
33

34 **Section 3. Zipper Clause.**

35 This Agreement, including its supplements and exhibits attached hereto, concludes all
36 negotiations between the parties during the term hereof, and satisfies the obligation of
37 the Employer to bargain during the term of this Agreement, except as specifically
38 provided elsewhere by the terms of this Agreement or the provisions of the Civil Service
39 Commission Rules and Regulations. The parties acknowledge and agree that the
40 bargaining process, under which this Agreement has been negotiated, is the exclusive
41 process for affecting terms and conditions of employment.
42

43 The parties acknowledge that, during the negotiations over the terms of this Agreement,
44 each had the unlimited right and opportunity to make demands and proposals with
45 respect to any negotiable subject or matter, and that the understandings and

1 agreements arrived at by the parties after the exercise of that right and opportunity are
2 set forth in this Agreement.

3
4 This Agreement, including its supplements and exhibits attached hereto, concludes all
5 collective bargaining between the parties during the term hereof, and constitutes the
6 sole, entire and existing Agreement between the parties hereto, and supersedes all
7 prior agreements, and practices, oral and written, expressed or implied, except as
8 provided in Article 22, Maintenance of Benefits, and expresses all obligations and
9 restrictions imposed upon each of the respective parties during its term.

10
11 **ARTICLE 7**
12 **Union Business and Activities**

13
14 **Section 1. Union Activities During Working Hours.**

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

17
18 **Section 2. Time Off for Union Business.**

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

29
30 B. An employee shall furnish notice of the employee's request to be released from work
31 pursuant to Subsection A. above to his/her immediate supervisor, as soon as
32 possible, but prior to the scheduled activity.

33
34 In addition to the above employee notice, the Union President or Executive Director
35 or his/her designee shall provide written notice of the employee's request to be
36 released from work to the employee's Appointing Authority prior to the scheduled
37 activity, if possible, or verbal notice in those circumstances where it is impossible to
38 provide prior written notice. In any case, written notice will be provided either prior to
39 or following the activity.

40
41 No employee shall be entitled to be released pursuant to these provisions unless the
42 request of the employee and the Union is provided as required herein, except in
43 circumstances where it is impossible to do so or upon mutual agreement.

1 **Section 3. Union Officers.**

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

9
10 **Section 4. Annual Leave Buy Back.**

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

14
15 When an employee designated in accordance with Section 3 of this Article utilizes
16 unpaid leave time and elects to utilize annual leave credits, the employee may "buy
17 back" such credits with the following restrictions:

- 18
19 A. The employee and the Union must notify the appointing authority in writing of the
20 intent to "buy back" such credits.
21
22 B. The employee shall be permitted annual leave absence from work for such business
23 up to a maximum of accrued credits.
24
25 C. The employee may reinstate such expended credits used in the previous twelve (12)
26 months by cash payment to the Department personal services account at the
27 employee's current hourly rate. The employee shall furnish to the Department the
28 total cost to the State of such credits. This provision shall be administered in
29 compliance with applicable tax statute.
30
31 D. The employee shall be allowed to exercise the option of reinstating such credits for
32 him/herself no more than four (4) times each fiscal year, except that no such "buy
33 back" may occur later than August 1.
34
35 E. The Appointing Authority will, except in circumstances when it is impossible to do so,
36 credit the employee making request for "buy back" in accordance with the provisions
37 of this article, with such "buy back" credits within forty five (45) days of the receipt of
38 the employee's payment for such credits by the appointing authority.
39

40 **Section 5. Administrative Leave Bank.**

41 Subject to the operational needs of the Employer, and the provisions of this article, the
42 Employer shall make every reasonable effort to allow employees in this Unit, designated
43 in accordance with the provisions below, time off without loss of pay, benefits or service
44 credits during scheduled working hours to engage in union authorized functions or
45 steward training subject to the following conditions:
46

- 1 A. An administrative leave bank shall be calculated on the basis of two hours per
2 employee of the bargaining unit on the payroll during the first full pay period of July
3 of each year.
4
- 5 B. Such time shall be credited at the beginning of the first pay period which starts after
6 the effective date of this Agreement, and during the pay period in which October 1
7 falls thereafter.
8
- 9 C. Such time which is not used in the fiscal year in which it was granted may be carried
10 forward from one year to the next.
11
- 12 D. If a representative utilizing leave under this bank is expected by the Union to spend
13 more than 500 hours in a contract year in such activities, they shall be so designated
14 by the Union. Only representatives so designated shall be allowed to use more than
15 500 hours from this bank in a contract year.
16

17 In the event that a named representative's absence from the work place would
18 create serious operational problems for the Employer, the parties shall meet in an
19 attempt to resolve the problems. Such resolution may include the designation of an
20 alternative representative by the Union. Such employees are to be considered as
21 employees of the union during the periods of absence covered by administrative
22 leave from the bank. Should an administrative board or court rule otherwise, the
23 union shall indemnify and hold the Employer harmless from any workers
24 compensation claims by the employee arising during or as a result of the employee's
25 absence covered by administrative leave from the bank. For purpose of seniority
26 accrual, time spent by such employees shall be considered as time worked unless
27 prohibited by applicable legislation. The Union shall reimburse the Employer for the
28 Employer's share of all applicable insurance premiums during the periods of
29 absence covered by administrative leave from the bank.
30

- 31 E. Such time shall be granted in increments of no less than one (1) hour. No employee
32 shall be entitled to charge an absence to such administrative leave bank unless the
33 Union has provided a written request for release of the employee as soon as
34 possible but at least seven (7) calendar days in advance of the event. When the
35 Union is unable to provide at least seven (7) calendar days notice because the
36 Union does not have such notice of the event, a reasonable effort will be made to
37 release the employee. The Union will send the request to the department and the
38 Office of the State Employer. The request will include the employee's name, dates
39 and times for release, number of bank hours to be used, and general nature of the
40 union authorized function. In addition, the employee must notify his/her supervisor
41 of the request at least seven (7) calendar days in advance of the event. The
42 department may deny the request if operational needs preclude release. The Office
43 of the State Employer may deny the request if it does not comply with the provisions
44 of this section.

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. Bargaining Committee representatives authorized by this Section shall be compensated in accordance with this Section.

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

B. Secondary Negotiations: Any Secondary Bargaining Committee shall be designated by the 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 granted administrative leave for the first forty (40) hours of secondary negotiations, or such lesser amount as the negotiations require. If such negotiations extend beyond forty (40) hours, committee members shall be placed upon leave without pay, but without loss of benefits or service credits. Such forty (40) hours maximum may be increased by an amount mutually agreed upon by the parties.

Section 2. 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 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. A Steward/Alternate shall lose no normal pay or leave credits while

1 representing Unit employees at their own work site, or for any other purpose for which
2 leave is granted under this Article. In the event a Steward or alternate is not available at
3 the work site of an employee entitled to representation under this section, a Steward or
4 alternate from an adjacent work site may represent the employee.
5

6 For purposes of this Article, work site is defined as a building occupied in part or entirely
7 by a Department or a group of buildings which constitute a facility or a field office in the
8 Department of Transportation. At a work site with multiple working shifts, the Union
9 may designate a Steward for each shift.
10

11 A Chief Steward shall lose no normal pay or leave credits while representing unit
12 employees of a department within their designated jurisdictional area or for any other
13 purpose for which leave is granted under this Article. Chief Stewards will not be
14 selected from work sites of less than seven (7) employees. In the event the preceding
15 restriction causes the Union difficulty in selecting Chief Stewards, the parties agree to
16 meet in an attempt to resolve the problem. The total number of Chief Stewards shall
17 not exceed one (1) per Union Chapter.
18

19 Upon notice to the Union of the number of hours added to the Article 7, Section 5
20 Administrative Leave Bank during the pay period in which October 1 falls each year, the
21 Union may request to designate up to 10% of such hours as the chief steward
22 representation leave bank to be used by chief stewards for representation activities
23 within their designated jurisdictional area but outside of their department. Within 30
24 days of the effective date of this Agreement, the Union will provide to the Office of the
25 State Employer and the affected departments a list of the chief stewards and their
26 designated jurisdictional areas. Subject to operational needs, and with as much
27 advance notice as possible to their immediate supervisor, the chief stewards on this list
28 shall be permitted to utilize hours from the chief steward representation leave bank to
29 provide representation during grievance, investigative and disciplinary proceedings for
30 bargaining unit employees from outside of the chief steward's department. Use of any
31 chief steward representation leave bank hours must be promptly recorded with the
32 department, the Office of the State Employer and the Union. In the event that the
33 Employer or the Union raises concerns regarding the use of the chief steward
34 representation leave bank, the parties agree to meet to resolve the concerns.
35

36 Nothing herein requires the Employer to release an employee from work if such release
37 would substantially interfere with the work, order or discipline of the work place, or
38 would directly or indirectly pose a risk to the health or safety of State employees,
39 officers, or the public, or would require the Employer, by the terms of this Agreement, to
40 pay overtime at premium rates because of such release.
41

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

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

1
2 In the event that approval is not granted for the time requested by such representative
3 the Union, at its discretion, may either request an alternate representative or have the
4 activity postponed and rescheduled. In making such request, the Union will provide
5 timely representation to avoid delay.

6
7 The Employer shall make every reasonable effort to minimize the adverse impact on
8 shift employees in scheduling meetings.

9
10 If an employee scheduled for a grievance, investigative interview/meeting, or
11 disciplinary conference is employed at a work site where a Steward or alternate is
12 designated and available, the Employer shall be obligated to release only such Steward
13 or alternate at the employee's work site.

14
15 **Section 4. Access to Union Representatives.**

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

20
21 Such discussions shall not be held in such a place or manner as to disrupt the
22 operations of the Employer. In circumstances involving a grievance meeting with
23 management, disciplinary conference or an investigatory interview in which by the terms
24 of this Agreement, the employee is entitled to request Union representation, the
25 employee shall have access to a representative during work time for up to one-half hour
26 immediately preceding the meeting with management if non-work time is not available
27 for the employee to meet with the representative as long as it will not cause the
28 Employer any overtime liability or substantially interfere with work operations.

29
30 When an employee desires access to a Union Representative during work time, the
31 employee shall notify his/her supervisor of the contractual reason and such access shall
32 be allowed within a reasonable length of time such that it does not substantially interfere
33 with work operations.

34
35 Designated Union officials will have reasonable access to receiving and making
36 telephone calls related to Union business provided that such telephone use takes place
37 on non-work time with the exception of telephone calls to the Employer, does not
38 unreasonably interfere with the normal work activities, and does not result in any long
39 distance telephone charges incurred by the Employer.

40
41 **Section 5. Union Leave.**

42 A. No later than thirty (30) calendar days following the effective date of this Agreement,
43 the Union shall provide written notice to the State Employer of the name and
44 Department/Agency of the President who will be exercising any of the
45 representational or union functions contained or recognized in any Article of this
46 Agreement. This shall include but is not limited to grievance handling, disciplinary

1 conferences, arbitration, labor management meetings, and all other activities in
2 which Union Representatives are entitled by the terms of this Agreement to
3 participate on administrative leave. Similar written notice shall be provided within
4 seven (7) calendar days following change in such designation.
5

- 6 B. If the President is expected by the Union to spend more than 500 hours in a contract
7 year in such activities, the Employer shall be notified. Such employees shall be
8 placed on "Union Leave" and shall be relieved of all work duties during the course of
9 such leave; and the Union shall reimburse the State for the gross total cost of such
10 employee's state wages, benefits, insurance, retirement and other costs. The
11 employee's status for pay and benefits shall be the same as if administrative leave
12 had been granted.
13
- 14 C. If, during the course of any contract year, the amount of administrative leave used by
15 the employee referenced in Subsection A above exceeds 500 hours during the
16 contract year, such employee may immediately be placed on "Union leave" by the
17 Employer subject to the conditions of Subsection B above.
18
- 19 D. An employee may not avoid the operation of this Article by substituting annual leave
20 or any other time, paid or unpaid, for administrative leave.
21
- 22 E. The "Union Leave" shall extend to the end of the contract year, at which time it shall
23 be renewed unless the Union notifies the Employer that it does not expect the
24 employee to spend 500 hours or more in activity cited in this Section in the following
25 contract year.
26

ARTICLE 9
Grievance Procedure

Section 1. General.

- 31 A. A grievance is defined as a written complaint alleging that there has been a violation,
32 misinterpretation or misapplication of any condition of employment contained in this
33 Agreement, or of any rule, policy or regulation of the Employer, deemed to be a
34 violation of this Agreement or a claim of discipline without just cause. Nothing shall
35 prohibit the grievant from contending that the alleged violation arises out of an
36 existing mutually accepted past practice. The concept of past practice shall not
37 apply to matters which are solely operational in nature.
38
- 39 B. Employees shall have the right to present grievances in person or through a
40 designated Union Representative at the appropriate step of the grievance
41 procedure. No discussion shall occur on the grievance until the designated Union
42 Representative has been afforded a reasonable opportunity to be present at any
43 grievance meetings with the employee(s).
44

45 Upon request, a supervisor will assist a grievant in contacting the designated
46 Steward or Representative. Any settlement reached with a grievant without the

1 accompaniment of a Union Representative shall be communicated to the Union and
2 shall only be implemented following the approval of the settlement by the Union.
3

4 C. The Union shall determine whether the representative at step one, or two of the
5 grievance procedure shall be a Steward, Chief Steward or Staff Representative.
6

7 D. Only related subject matters shall be covered in any one grievance. A grievance
8 shall contain the clearest possible statement of the grievance by indicating the issue
9 involved, the relief sought, the date the incident or alleged violation took place, and
10 the specific section or sections of this Agreement involved if any. The grievance
11 shall be presented to the immediate supervisor on a mutually agreed upon form,
12 signed and dated by the grievant(s).
13

14 E. All grievances shall be presented promptly and no later than fifteen (15) week days
15 from the date the grievant knew or could reasonably have known of the facts or the
16 occurrence of the event giving rise to the alleged grievance. Week days, for the
17 purpose of the Article, are defined as Monday through Friday inclusive, excluding
18 holidays.
19

20 F. The Union, through an authorized Officer or Staff Representative, may grieve an
21 alleged violation concerning the application or interpretation of this Agreement in the
22 manner provided herein. Such grievance shall identify, to the extent possible,
23 employees affected. The Union may itself grieve alleged violations of Articles
24 conferring rights solely upon the Union.
25

26 G. Grievances which by nature cannot be settled at Step One of the grievance
27 procedure may, upon mutual agreement, be filed at Step Two.
28

29 H. Group grievances are defined as, and limited to, those grievances which cover more
30 than one employee and which pertain to like circumstances for the grievants
31 involved. Group grievances shall name all employees and/or classifications and all
32 work locations covered and may, at the option of the Union, be submitted directly to
33 Step Two. Group grievances shall be so designated at Step One of the grievance
34 procedure, although names may be added or deleted prior to the conclusion of the
35 Step Two hearing. The Union shall, at the time of filing such a grievance, also
36 provide a copy to the Office of the State Employer.
37

38 I. It is expressly understood and agreed that the specific provisions of this Agreement
39 take precedence over policy, rules, regulations, conditions and practices contrary
40 thereto, except as otherwise provided in the Civil Service Rules and Regulations.
41

42 J. There shall be no appeal beyond Step Two on initial probationary service ratings or
43 involuntary separation of initial probationary employees which occur during or upon
44 completion of the probationary period, except that grievances alleging unlawful
45 discrimination against a probationary employee may be appealed by the Union to
46 arbitration.

- 1
2 K. Counseling memoranda, annual ratings, and reprimands are not appealable beyond
3 Step Two of the grievance procedure, but less than satisfactory interim rating, follow
4 up rating, or probationary rating grievances of employees with civil service status,
5 are appealable to arbitration.
6
7 L. The parties agree that as a principle of contract interpretation employees shall give
8 full performance of duty while a non-dismissal and non-suspension-grievance is
9 being processed.
10
11 M. Grievances filed before the effective date of the Agreement shall be concluded only
12 under the provisions of the previous agreement as though that agreement were still
13 in effect.
14

15 **Section 2. Grievance Steps.**

- 16 A. Step One: Informal discussion of complaints between employees and/or stewards
17 and supervisors is encouraged prior to filing of grievances. Within ten (10) week
18 days of receipt of the written grievance from the employee(s) or the designated
19 Union Representative, the supervisor or designated management official will, on
20 his/her own initiative or in response to a request from the Union or the employee,
21 schedule a meeting with the employee(s) and/or the designated the Union
22 Representative to discuss the grievance. Grievance meetings at Step One involving
23 2nd or 3rd shift employees shall be held as conveniently as possible to the
24 employee's shift and normally precede or immediately follow the employee's shift.
25

26 The supervisor or designated management official will return a written decision to
27 the employee(s) and the Union Representative within ten (10) weekdays after the
28 Step One grievance meeting. If no Step One meeting is held, the decision is due
29 within ten (10) weekdays after receipt of the grievance at Step One. The answer will
30 be responsive to the grievance to the extent possible and shall indicate the basis for
31 the determination.
32

- 33 B. Step Two: If not satisfied with the Employer's answer in Step One, to be considered
34 further, the grievance shall be appealed to the departmental Appointing Authority or
35 his/her designee within ten (10) week days from receipt of the answer in Step One.
36 A Step Two conference shall be mandatory, at the request of either party, on any
37 grievance subject to arbitration under this Agreement.
38

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

1 is not required, the Employer's written response must be given within ten (10) week
2 days from the date of the receipt of the grievance at Step Two.

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

- 6
7 C. Arbitration: If not satisfied with the Employer answer in Step Two, only the Union
8 may appeal the grievance to arbitration within twenty-five (25) week days from the
9 date of the Department's answer in Step Two. If an unresolved grievance is not
10 timely appealed to arbitration, it shall be considered terminated on the basis of the
11 Employer's Step Two answer without prejudice or precedent in the resolution of
12 future grievances. The parties may propose consolidation of grievances containing
13 similar issues.

14
15 In the event the department does not provide the required Step Two answer to a
16 grievance within the time limit above, the union may request the Office of the State
17 Employer to schedule and hold a meeting, within ten (10) weekdays, where the
18 department will provide an oral response to the grievance sufficient to enable the
19 Union to make an informed decision regarding its merits.

20
21 At the request of the Union following a Step Two denial of a disciplinary grievance, a
22 Staff Representative of the Union and the Department where the grievance
23 originates discuss the matter. An effort shall be made in such discussions to arrive
24 at fair and equitable grievance settlements to avoid the necessity of arbitration.
25 Such settlements, if reached, shall be confirmed in writing when agreed to by the
26 departmental Employer and the Union.

27
28 If not satisfied with the Employer answer in Step Two, the Union may appeal the
29 grievance to arbitration by notifying the Office of the State Employer in writing prior
30 to or concurrent with submission of the demand for arbitration according to the
31 provisions of this section.

32
33 Before the arbitration hearing, representative(s) of the Union, the Office of the State
34 Employer, and/or the departmental Employer may request a meeting to review the
35 grievance. An effort shall be made in such discussions to arrive at a fair and
36 equitable grievance settlement to avoid the necessity of arbitration. Such
37 settlement shall be confirmed in writing when agreed to by the Union and the Office
38 of the State Employer.

39
40 If the grievance is not resolved through such meeting, the Union may continue to
41 arbitration. This process shall not impede or delay the grievance arbitration process.
42 All issues not previously raised, including threshold issues, shall be raised by either
43 party in writing within fifteen (15) week days following the Employer's receipt of the
44 demand for arbitration.

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

6
7 The names of the arbitrators designated to serve on the panel and who agree to
8 serve shall be listed in alphabetical order and shall serve on a rotating basis. Upon
9 notice to the State Employer that a grievance is appealed to arbitration subject to the
10 approval of the Union's grievance committee, the grievance will be assigned to the
11 next arbitrator on the list. Upon notice to the State Employer that the grievance has
12 been approved for arbitration, the Employer will send, within ten (10) weekdays, a
13 request for arbitration to the arbitrator so assigned and provide copies of the request
14 to the affected department and the Union.

15
16 Each request for arbitration shall require the arbitrator schedule and hold the hearing
17 within sixty (60) days of receiving the request for arbitration. The parties are
18 expected to set aside all normal business in order to schedule and hold the hearing
19 within sixty (60) days. By mutual written agreement, the parties may waive the sixty
20 (60) day requirement. Upon notice from the arbitrator that the sixty (60) day time limit
21 cannot be met, the State Employer shall send a second request for arbitration to the
22 next arbitrator on the list.

23
24 C 1 Expedited Arbitration:

- 25
26 a. An expedited arbitration system shall be used for all appeals to arbitration that
27 involve the involuntary separation of an employee from state employment.
28
29 b. All provisions of section C, above shall apply to expedited arbitration unless
30 modified herein. The arbitrator selected shall be requested to hear the case
31 within 45 calendar days of being assigned to the case. By mutual written
32 agreement, the parties may waive the forty-five (45) day time limit. Upon receipt
33 of notice from the Arbitrator that the forty-five (45) day time limit cannot be met,
34 the Office of the state Employer shall send a second request for arbitration to the
35 next Arbitrator on the list.
36
37 c. Briefs, if any shall be filed simultaneously by the parties within 14 calendar days
38 of the last day of the arbitration hearing.
39
40 d. The decision of the Arbitrator shall be rendered within 14 calendar days of the
41 closing of the record. By mutual agreement, the Arbitrator may issue a bench
42 decision.

43
44 During January of each year, the Union and the State Employer have the right to
45 remove one arbitrator each, from the panel. The Union and the Office of the State
46 Employer will mutually agree upon the replacement arbitrator(s).

1
2 The Arbitrator will conduct the hearing in accordance with the rules of the American
3 Arbitration Association (AAA), except as otherwise provided for in this agreement.
4 The expenses and fees of the Arbitrator and the cost of the hearing room, if any,
5 shall be borne by the party losing the arbitration. In the event the arbitrator rules that
6 neither party totally prevails in the arbitration, the expenses and fees of the arbitrator
7 and the cost of the hearing room, if any, shall be shared equally by the parties to the
8 arbitration. The expenses of a court reporter shall be borne by the party requesting
9 the reporter unless the parties agree to share such costs.

10
11 The Arbitrator shall only have the authority to adjust grievances in accordance with
12 this Agreement, as provided in the Civil Service Rules and Regulations. The
13 Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or
14 ignore in any way the provisions of the Civil Service Rules and Regulations or this
15 Agreement and shall not make any award which in effect would grant the Union or
16 the Employer any rights or privileges which were not obtained in the negotiation
17 process. The authority of the Arbitrator shall remain subject to and subordinate to
18 the limitations and restrictions on subject matter and personal jurisdiction in the Civil
19 Service Rules and Regulations.

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

31
32 D. Hearing and Record: The arbitrator shall fix the time and place for each hearing.
33 Either party may be represented by representatives of their own choice. A party
34 wishing a stenographic record shall make arrangements directly with a stenographer
35 and shall notify the other party and the Arbitrator of such arrangements in advance
36 of the hearing. The requesting party shall pay the cost of the record unless the
37 parties agree to share such costs. If the transcript is agreed by the parties to be, or
38 in appropriate cases determined by the Arbitrator to be, the official record of the
39 proceeding, it must be made available to the Arbitrator and to the other party.

40
41 E. Attendance at Hearings: Persons having a direct interest in the arbitration are
42 entitled to attend hearings unless a party objects in which case the Arbitrator shall
43 decide on attendance. The Arbitrator shall have the power to sequester any witness
44 or witnesses during the testimony of other witnesses, except for the grievant who
45 shall be entitled to remain during the course of the hearing.

1 F. Adjournments: Adjournments may be granted by the Arbitrator upon the request of
2 a party for good cause shown or upon his or her own initiative and shall adjourn if
3 mutually agreed by the Union and the Employer. Cancellation fees, if any, shall be
4 paid by the requesting party unless the adjournment is by mutual request.
5

6 G. Oaths: The Arbitrator may require witnesses to testify under oath administered by
7 the Arbitrator or other qualified person and, if requested by a party, shall do so.
8

9 H. Evidence: The Arbitrator shall be the sole judge of the admissibility of the evidence
10 offered. The legal rules of evidence shall not apply.
11

12 **Section 3. Time Limits.**

13 Grievances may be withdrawn once without prejudice at any step of the grievance
14 procedure. A grievance which has not been settled and has been withdrawn may be
15 reinstated based on new evidence, not previously available, within thirty (30) week days
16 from the date of withdrawal.
17

18 Grievances not appealed within the designated time limits in Steps Two of the grievance
19 procedure will automatically result in the grievance being considered closed.
20 Grievances not answered by the Employer within the designated time limits in any step
21 of the grievance procedure shall be considered automatically appealable and processed
22 to the next step.
23

24 Where the Employer does not provide the required answer to a grievance within the
25 time limit provided at Steps One or Two, the time limits for filing at the next step shall be
26 extended for ten (10) additional week days. The time limits at any step or for any
27 hearing may be extended by written mutual agreement of the parties involved at the
28 particular step.
29

30 If the Employer Representative with whom a grievance appeal must be filed is located in
31 a city other than that in which the grievance was processed in the preceding step, the
32 mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked
33 within the appeal period. Similarly, when an Employer answer must be forwarded to a
34 city other than that in which the Employer Representative works, the mailing of the
35 answer shall constitute a timely response if it is postmarked within the answer period.
36

37 **Section 4. Retroactivity.**

38 Settlement of grievances may or may not be retroactive as the equities of the particular
39 case may demand as determined by the Arbitrator. In any case, where it is determined
40 that the award should be applied retroactively, except for administrative errors relating
41 to the payment of wages, the maximum period of retroactivity allowed shall be a date
42 not earlier than one hundred and eighty (180) calendar days prior to the initiation of the
43 written grievance in Step One.
44

45 Employees who voluntarily terminate their employment will have their grievances
46 immediately withdrawn unless such grievance directly affects their status upon

1 termination or a claim of vested money interest, in which cases the employee may
2 benefit by any later settlement of a grievance in which they were involved.

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

12
13 **Section 5. Exclusive Procedure.**

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

17
18 **Section 6. Processing Grievances.**

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

26
27 One (1) designated Steward or Chief Steward and the grievant will be permitted to
28 process a grievance without loss of pay. In a group grievance a Steward or Chief
29 Steward and/or Union Staff Representative, and up to two (2) grievants shall be entitled
30 to appear without loss of pay to represent the group. The Steward or Chief Steward
31 must have jurisdiction at one of the work sites represented in the grievance.

32
33 The Employer is not responsible for compensating any employees for time spent
34 processing grievances outside their regularly scheduled hours of employment. The
35 Employer is not responsible for any travel or subsistence expenses incurred by
36 grievants or Stewards in processing grievances.

37
38 **Section 7. Documents and Witnesses.**

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

43
44 Upon request, prior to Arbitration, all documents not previously provided or exchanged
45 which either party intends to use as evidence will be forwarded to the other party.
46 However, such response shall not limit either party in the presentation of necessary

1 evidence, nor shall either party be limited from introducing any document or evidence it
2 deems necessary to rebut the case of the other. Documents requested under this
3 Section shall be provided in a timely manner.
4

5 At least ten (10) week days before a scheduled Arbitration Hearing, the Union and the
6 Employer shall exchange a written list of the witnesses they plan to call including those
7 witnesses the Union requests be relieved from duty. Nothing shall preclude the calling
8 of previously unidentified witnesses.
9

10 Employees required to testify will be made available without loss of pay; however,
11 whenever possible, they shall be placed on call to minimize time lost from work.
12 Employees who have completed their testimony shall return promptly to work when their
13 testimony is concluded unless they are required to assist the principal Union
14 Representative(s) in the conduct of the case. The intent of the parties is to minimize
15 time lost from work.
16

17 **ARTICLE 10**
18 **Disciplinary Action**
19

20 **Section 1. General**

21 The parties recognize the authority of the Employer to reprimand in writing, suspend,
22 discharge or take other appropriate disciplinary or corrective action against an
23 employee only for just cause. Discipline, when invoked, will normally be progressive in
24 nature; however, the Employer shall have the right to invoke a penalty which is
25 appropriate to the seriousness of an individual incident or situation.
26

27 **Section 2. Investigation and Representation**

28 Allegations or other assertions of failure of proper employee conduct or performance
29 are not charges, but constitute a basis for appropriate investigation by the Employer.
30 The parties agree that disciplinary action must be supported by timely and accurate
31 investigation. The employee will cooperate in the investigation, to the extent possible
32 including responding to questions related to the investigation. Such investigations must
33 be initiated within fifteen (15) weekdays from the date that the Employer knew or could
34 reasonably have known of the employee's improper conduct or performance. Failure of
35 the Employer to act within the above cited time limit shall bar the Employer from taking
36 any action against the Employee relative to the specific conduct in question. Except in
37 unusual circumstances, such investigation shall be completed within 15 week days of
38 the initiation of the investigation.
39

40 An employee shall be entitled to a Union representative, if requested, at any meeting at
41 which disciplinary action may or will take place, or at any investigatory interview of the
42 employee by the Employer related to one or more specific charges of misconduct
43 against the employee. The Employer must advise the employee if he/she is entitled to
44 representation under the provisions of this section, and of the purpose of such meeting
45 prior to the meeting. It shall not be the policy of the Employer to take disciplinary action

1 in the course of an investigation unless an emergency suspension or removal from the
2 premises as provided in this Article is warranted.

3
4 If the Union Representative is to be an attorney certified by the Union, the employee or
5 Union shall give as much notice as possible to the Employer.

6
7 Investigatory conference proceedings may not be taped or electronically recorded in
8 any other manner unless mutually agreed to by the employer and the Union
9 representative at the conference, except in the Departments of State Police and
10 Corrections.

11
12 **Section 3. Disciplinary Action and Conference**

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

17
18 A. Whenever an employee is to be formally charged with a violation which may lead to
19 discipline, or charges are in the process of being prepared, a Disciplinary
20 Conference shall be scheduled and the employee shall be notified in writing of the
21 claimed violation and disciplinary penalty or possible penalty therefore, and of
22 his/her right to representation at such conference. Nothing shall prevent the
23 Employer from withholding a penalty determination until after the Disciplinary
24 Conference provided herein has been completed.

25
26 Whenever it is determined that disciplinary action is appropriate, a Disciplinary
27 Conference shall be held with the employee, at which the employee shall be entitled
28 to Union representation. The representative must be notified and requested by the
29 employee. However, the Employer must notify the employee of his/her right to such
30 representation. No Disciplinary Conference shall proceed without the presence of a
31 requested Representative.

32
33 The Representative shall be a local Steward or a Union Staff Person so that
34 scheduling of the Disciplinary Conference shall not be delayed. The employee shall
35 be informed of the nature of the charges against him/her and the reasons that
36 disciplinary action is intended or contemplated. Except in accordance with Sections
37 3B and 4 of this Article, an employee shall be promptly scheduled for a Disciplinary
38 Conference. Questions by the employee or representative will be fully and
39 accurately answered at such meeting to the extent possible. Response of the
40 employee, including his/her own explanation of an incident if not previously obtained,
41 or mitigating circumstances, shall be received by the Employer. The employee shall
42 have the right to make a written response to the results of the Disciplinary
43 Conference which shall become a part of the employee's file.

1 Disciplinary conference proceedings may not be taped or electronically recorded in
2 any other manner unless mutually agreed to by the Employer and the Union
3 representative at the conference.
4

5 The employee shall be given and sign for a copy of the written notice of charges and
6 disciplinary action, if determined. Where final disciplinary action has not been
7 determined, the notice shall state that disciplinary action is being contemplated. The
8 employee's signature indicates only that the employee has received a copy of the
9 form and shall state that the employee does not necessarily agree with the charges
10 or the proposed disciplinary action. If the employee refuses to sign, the supervisor
11 will write, "Employee refused to sign", and sign his/her own name with the date. A
12 witness signature should be obtained under this circumstance.
13

14 B. In the case of an employee dismissed for unauthorized absence for three (3)
15 consecutive days or more, or who is physically unavailable, a Disciplinary
16 Conference need not be held; however, notice of disciplinary action shall be given.
17

18 C. Notice: Formal notification to the employee of disciplinary action shall be in the form
19 of a letter or form spelling out charges and advising the employee of the right to
20 appeal. The employee must sign for his/her copy of this letter, if presented
21 personally, or the letter shall be sent to the employee by certified mail, return receipt
22 requested. If the employee refuses to sign, the supervisor will write, "Employee
23 refused to sign", and sign his/her own name with the date. A witness signature
24 should be obtained under this circumstance.
25

26 Dismissal shall be effective on the date of notice. An employee whose dismissal is
27 upheld shall not accrue any further leave or benefits subsequent to the date of
28 notice. If the employee has received and signed for a written letter of reprimand, no
29 notice is required under this Article.
30

31 D. Any employee who alleges that disciplinary action is not based upon just cause may
32 appeal such action in accordance with the Grievance Procedure.
33

34 E. Any performance evaluation, record of counseling, reprimand, or document to which
35 an employee is entitled under this Agreement shall not be part of the employee's
36 official record until the employee has been offered or given a copy.
37

38 **Section 4. Emergency Disciplinary Action**

39 A. Removal from Premises or Temporary Suspension: Nothing in this Article shall
40 prohibit the Employer from the imposition of an emergency disciplinary suspension
41 and/or removal of an employee from the premises in cases where, in the judgment
42 of the Employer, such action is warranted. As soon as practicable thereafter,
43 investigation and the Disciplinary Conference procedures described herein shall be
44 undertaken and completed.
45

1 B. Suspension for Criminal Charge: An employee arrested, indicted by a grand jury, or
2 against whom a charge has been filed by a prosecuting official may be immediately
3 suspended in accordance with Section C, below, except if charged with a felony, in
4 which case, the provisions of this section regarding felony charges shall apply. Such
5 suspension may, at the discretion of the Appointing Authority, remain in effect until
6 the indictment or charge has been fully disposed of by trial, quashing or dismissal.
7

8 Nothing herein shall prevent an employee from grieving the reasonableness of a
9 suspension under this subsection, where the employee contends that the charge
10 does not arise out of the job, or is not related to the job, except that suspension for a
11 felony charge shall not be appealable while such charge is pending. The grievance
12 may be filed directly to Step Two (2) and shall be promptly arbitrated.
13

14 An employee who has been tried and convicted on the original or a reduced charge
15 and whose conviction is not reversed, may be disciplined or dismissed from the
16 classified service upon proper notice without the necessity of further charges being
17 brought, and such disciplinary action shall be appealable through the grievance
18 procedure. The record from any trial or hearing may be introduced by the Employer
19 or the Union in such grievance hearing, including arbitration. Under this
20 circumstance a disciplinary conference will be conducted only upon written request
21 of the employee.
22

23 An employee whose indictment is quashed or dismissed, or who is acquitted
24 following trial, shall be reinstated in good standing and made whole if previously
25 suspended in connection therewith unless disciplinary charges, if not previously
26 brought, are filed within three (3) weekdays after receipt of notice at the central
27 personnel office of the results of the case, and appropriate action in accordance with
28 this Article is taken against such employee.
29

30 Nothing provided herein shall prevent the Employer from disciplining an employee
31 for just cause at any time irrespective of criminal or civil actions taken against an
32 employee or irrespective of their outcome.
33

34 C. Suspension for Investigation: The employer may suspend an employee from duty,
35 with or without pay, for investigation. A suspension for investigation without pay may
36 only be assessed against an employee based upon a reasonable belief that the
37 employee has engaged in a criminal activity. A suspension for investigation which
38 does not involve criminal matters shall not exceed seven (7) consecutive calendar
39 days.
40

41 In the event no disciplinary action has been taken by the end of the seven (7)
42 calendar day period, the employer shall either return the employee to active
43 employment status or convert the suspension to paid time. An unpaid suspension
44 for investigation which is based upon a reasonable belief that criminal activity is
45 involved shall not exceed seven (7) calendar days, unless the employee has been
46 charged with a felony. The employee shall lose no pay or benefits for the period of

1 the temporary suspension which exceeds seven (7) calendar days. If the employee
2 is given a disciplinary suspension without pay for fewer days than the suspension for
3 investigation, the employee shall be made whole for all days in excess of the
4 disciplinary suspension, including any overtime to which the employee would have
5 been entitled.

6
7 **Section 5. Resignation in Lieu of Disciplinary Action**

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

17
18 **ARTICLE 11**
19 **Counseling and Performance Review**

20
21 The intent of performance review and counseling is to inform and instruct employees as
22 to requirements of performance and/or conduct.

23
24 **Section 1. Performance Discussion or Review.**

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

41
42 **Section 2. Informal Counseling.**

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

1
2 **Section 3. Formal Counseling.**

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

8
9 Formal counseling will be prepared on a record of counseling form, a copy of which
10 will be given to and signed for by the employee and a copy kept in the employee's
11 personnel file. The employee's signature indicates only that the employee has
12 received a copy of the form and shall state that the employee does not necessarily
13 agree. Formal counseling is grievable in accordance with Article 9 through Step
14 Two (2).

15
16 B. An employee shall not have the right to a designated Union Representative during
17 counseling.

18
19 C. Formal counseling may not be introduced in a disciplinary proceeding except to
20 demonstrate, if necessary, that an employee knew or knows what is expected of
21 him/her.

22
23 D. The distinction between informal and formal counseling shall be maintained and a
24 counseling memo, if any, shall be considered formal.

25
26 **Section 4. Removal of Counseling Records.**

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

37
38 Upon removal, these records will be sealed and will only be opened in the event that
39 such records are needed to provide a defense for the Employer's actions in Civil Rights
40 litigation. These sealed records will not be used for the purpose of initiating discipline
41 against an employee.

42
43 **Section 5. Relationship to Disciplinary Action.**

44 Nothing in this Article shall prohibit the Employer from taking disciplinary action without
45 the necessity of prior informal or formal counseling against an employee who, in the
46 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.

(3) Retirement Credit. Unless in conflict with statutory requirements, in which case the statutory provisions shall apply.

C. Breaks in Benefit Seniority: Seniority and the employment relationship shall be terminated when an employee:

(1) Quits or resigns; or

(2) Is discharged; or

(3) Is laid off and fails to report to work within ten (10) calendar days after having been recalled; or

(4) Does not report for work within seventy-two (72) hours after the termination of an authorized leave of absence; or

(5) Is laid off for a period in excess of three (3) years or the extension of the recall rights in accordance with Article 13; or

(6) Retires or is retired.

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

(1) Annual Leave Accrual: After the employee completes a total of 10,400 hours of credited continuous state service following the most recent career appointment; and

1
2 (2) Longevity Pay: After the employee completes a total of 10,400 hours of
3 credited continuous state service following the most recent career appointment;
4 and

5
6 (3) Retirement Credit: Only as provided by statute. However, military service
7 previously credited shall not be credited for purposes of benefit seniority, if the
8 employee previously qualified for and received these benefits.
9

10 **Section 2. Bargaining Unit Seniority.**

11 A. Definition: For the purposes stated below, Bargaining Unit seniority shall be defined
12 as provided in Section 1 of this Article, Benefit Seniority, except that Bargaining Unit
13 seniority shall not include any of the following service, if such service has been
14 credited to Continuous Service Hours:
15

- 16 (1) Military service time earned prior to appointment to the state classified service;
17 (2) Service in any excepted or exempted position in State Government which
18 immediately preceded entry into the state classified service;
19 (3) More than 1040 hours of service in a position defined as "excluded" under the
20 Employee Relations Policy, if such service was earned after the effective date
21 of this Agreement.

22 B. Application: Bargaining Unit Seniority as defined in Subsection A above shall be
23 used for:
24

- 25 (1) Vacation Scheduling (Article 25); and
26 (2) Assignment and Transfer (Article 16); and
27 (3) Layoff, Reduction of Hours and Recall (Article 13); and
28 (4) Such other purposes expressly agreed to by the parties.
29
30
31
32

33 C. Assumptions: An employee granted service credit under Civil Service Rule 2-16,
34 Assumptions, shall not use such credit for purposes of reassignment, transfer, layoff
35 or recall.
36

37 **Section 3. Seniority Lists.**

38 A. Benefit Seniority Lists: Shall be prepared by the Employer structured by Department,
39 Agency, Mail Code or TKU, Class and Level, and continuous service hours in
40 descending order, of all Bargaining Unit employees on the payroll on the preparation
41 date. In April and October of each year, the Employer shall provide to the
42 designated Union representative this list electronically, without cost to the Union.
43

1 Additional lists requested during the calendar year shall be provided at full cost to
2 the Union. Errors reported shall be investigated and, if verified, corrected by the
3 Appointing Authority.
4

- 5 B. Bargaining Unit Seniority Lists: Shall be prepared by the Employer, structured by
6 Department, Agency, TKU or Mail Code, Class and Level, and hours in descending
7 order of all Bargaining Unit employees on the payroll on the preparation date. In
8 April and October of each year, the Employer shall provide to the designated Union
9 representative this list electronically.
10

11 An employee or the Union shall notify the Departmental Employer of any error in the
12 current seniority list within thirty (30) calendar days following the date such list was
13 provided to the Union. Any error timely reported shall be promptly corrected. If no
14 error is reported within thirty (30) calendar days, the list will stand correct as
15 prepared and will thereupon become effective.
16

17 For the purpose of Article 13 only, Layoff, Reduction of Hours, and Recall, an
18 employee who has "lost time" between the preparation date of the list and two
19 weeks prior to the date of notification of his/her layoff shall have such lost time
20 deducted from the seniority hours as indicated on the seniority list, and such change
21 shall be taken into account in determining the relative rights of employees in making
22 the layoff(s). No other lost time shall be deducted from an employee's seniority until
23 preparation of the subsequent seniority list.
24

25 **Section 4. Limitations.**

26 Initial probationary employees who are in satisfactory standing may use Bargaining Unit
27 Seniority as defined in Section 2.A of this Article for purposes of layoff, reduction of
28 hours and recall as provided in Section 2.B. Initial probationary employees shall not be
29 granted, and shall not exercise, any other seniority rights as specified in this Agreement.
30 Upon successful completion of the initial probationary period, such employees shall
31 receive seniority credit for the hours accumulated during the probationary period and
32 their name shall be entered on the seniority lists.
33

34 Adjustments to economic benefits that may be required due to an error in the seniority
35 computation shall be made by the Employer as soon as practicable following notice of
36 the error pursuant to Section 3 above.
37

38 **Section 5. Construction/Coordination of New Seniority Lists.**

39 The Employer shall continue to use the seniority lists used prior to the effective date of
40 this Agreement until a new seniority list is established pursuant to this Section.
41

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

ARTICLE 13
Layoff, Reduction of Hours, and Recall

Section 1. Layoff and Option of Reduction of Hours.

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

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

B. Application of Procedure:

- (1) Layoff, bumping, recall, reduction of hours, and temporary layoffs of Bargaining Unit employees shall be exclusively governed by and in accordance with this contract and this Article.
- (2) The expiration of a limited term appointment shall not be considered a layoff for purposes of this Article, except as otherwise provided in this Agreement. An employee with status acquired in a limited term appointment, and separated because of the expiration of that appointment, may be reinstated within three (3) years in any vacancy in any department in the same class and level as that from which the employee was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a layoff list. However, in the case of a Continuing State Classified Employee who accepted an appointment to a limited term position, the employee may exercise employment preference at the end of the limited-term appointment. Employment preference begins at the last classification level at which the employee achieved status in an indefinite appointment before accepting the limited-term appointment. Employment preference may be exercised only within the principal department or autonomous agency that appointed the employee to the limited term appointment.

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

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

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

21
22 Concurrent with notices being sent to affected employees, the Employer shall
23 furnish the Union with the name, class title, current layoff unit, and seniority of
24 each employee holding a position scheduled for such action and scheduled
25 initially to be laid off. It is recognized that employee choices and ultimate
26 bumping rights preclude the Employer from providing information beyond that
27 required herein. Whenever the Union has a good faith doubt as to the accuracy
28 of any information provided, it may promptly request and receive a conference
29 with the particular department/agency to receive additional information or to
30 correct agreed-upon errors. As soon as feasible, or no later than twenty (20)
31 calendar days upon request from the Union, after the completion of such
32 actions, the Union shall be entitled to receive a list of such actions. Layoff from
33 state employment shall be the term applied to an employee who is out of a job
34 by virtue of being laid off or bumped and who has elected to be laid off, or has
35 exhausted or has no bumping rights.

36
37 **Section 2. Voluntary Layoffs.**

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

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

7
8 **Section 3. Voluntary Reduction in Hours.**

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

11
12 **Section 4. General Layoff Procedure.**

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

17
18 B. Individual Layoff Notice: An employee occupying a position identified in accordance
19 with Subsection A above shall have the right to either accept layoff from state
20 employment or, as permitted by his/her seniority, to bump to another position for
21 which he/she is qualified in accordance with this Section. An employee occupying a
22 position designated for layoff, and an employee who may or will be bumped from
23 his/her position as a result of such layoff, shall be entitled to receive fifteen (15)
24 calendar days forenotice by first class mail from the Employer of such fact.

25
26 C. Definition:

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

30
31 a. Ties in Seniority: In the event two (2) or more employees are tied in
32 seniority, seniority for purposes of breaking the tie shall be determined by
33 length of continuous service at the current level and any higher level(s) and
34 then at successively lower levels of service. Ties in seniority which cannot
35 be resolved on the basis of seniority in accordance with this Section shall be
36 resolved by reference to the last four digits of the employee's identification
37 number with the highest being deemed as the most senior.

38
39 b. Union Officials: For purposes of this Article, the following named Union
40 officials shall be considered more senior than any other employee in his/her
41 current class and level and layoff unit, but only during the employee's term
42 of office, and subject to the limitations stated below:

43
44 Union President;
45 Statewide Grievance Chairperson;
46 One Chief Steward in each of fourteen (14) designated areas.

1
2 Not more than one (1) employee in any layoff unit shall be accorded such
3 greater seniority status at any one time. No employee shall be accorded
4 such greater seniority status until thirty (30) calendar days after written
5 designation has been provided to the employee's Appointing Authority by
6 the Union President or Secretary. In no case shall a new or changed
7 designation be effective if it occurs after a layoff notice has been issued and
8 it would alter such layoff or the bumping pattern.
9

- 10 c. Excluded Managerial, Supervisory, Confidential and Eligible Non-
11 Exclusively Represented Employees: An excluded supervisory, managerial
12 or confidential or an eligible non-exclusively represented employee who
13 formerly achieved status in or satisfactorily completed a probationary period
14 in a class and level currently assigned to the Bargaining Unit, or in a class
15 which was allocated through bench marking to a class and a level in the
16 Bargaining Unit, shall have contractual seniority for purposes of layoff,
17 bumping and recall in this Bargaining Unit.
18

19 An excluded employee who moved to such excluded employment prior to
20 January 13, 1983 shall retain all seniority earned up to January 13, 1983,
21 and thereafter up to 1040 continuous service hours in such non-Unit
22 employment. An excluded employee who moves to such excluded
23 employment on or after January 13, 1983 shall retain all continuous service
24 for purposes of seniority earned up to the effective date of such excluded
25 employment, and thereafter up to 1040 continuous service hours in such
26 excluded employment.
27

- 28 d. Non-Status Employees: An employee who has not achieved status in any
29 class or level in the state classified service shall be considered less senior,
30 regardless of continuous service hours, than any other employee in the
31 non-stated employee's current class and level and layoff unit, if such
32 other employee has achieved status in at least one classification in the state
33 classified service.
34

- 35 e. Reinstated Employees: If a discharged employee is reinstated by an
36 Arbitrator pursuant to this contract, and would have been laid off during the
37 period of separation but for the discharge, the employee shall be credited
38 with only the seniority he/she would have accrued, but for the discharge, up
39 to the effective date of layoff, and the fifteen (15) day notification period shall
40 be waived in such circumstances.
41

- 42 (2) Layoff Unit: A layoff unit shall be as provided in Appendix D of this Agreement,
43 and includes all Bargaining Unit positions within a Department.
44
45
46

1 D. Bumping Procedure:

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

6
7 Except as provided in Appendix D of this Agreement, if the employee does not
8 have sufficient seniority or lacks the qualifications to bump to the least senior
9 position in the employee's current class and level in the layoff unit, the
10 employee shall have the right to bump to the least senior position at the next
11 and successively lower levels within his/her class series, provided the
12 employee has greater seniority than the employee occupying such least senior
13 position and that the employee seeking to bump possesses the necessary
14 qualifications.

15
16 As an alternative to bumping to a lower level in his/her current class series, at
17 the point where the employee could retain a higher base rate of pay an
18 employee may bump into a position in the layoff unit in a former class series at
19 or below any level at which the employee had achieved status or had
20 satisfactorily completed a probationary period, provided the position is in the
21 Bargaining Unit, and the employee seeking to bump is more senior and is
22 qualified to perform the duties. This alternative shall not be interpreted to
23 permit bumping to a higher base pay rate.

24
25 For purposes of this Article, an employee scheduled for layoff may bump into a
26 vacancy which the employer intends to fill or, in the absence of such a vacancy,
27 bump into the position occupied by the least senior employee as defined by
28 Subsection C(1) above. The term "qualified" means able to perform the duties
29 of the position within fifteen (15) calendar days.

30
31 As a result of bumping downward an employee shall not earn more than the
32 maximum base rate of the lower level class bumped into or more than the base
33 rate previously earned in a higher level class from which the employee
34 bumped. When an employee bumps downward, the employee shall be paid at
35 that step in the lower pay range which credits the service in the higher level
36 range(s) to the step at which the employee was paid when promoted from the
37 lower level.

38
39 Within seven (7) calendar days of receipt of notification of layoff (or being
40 bumped), the employee shall notify the appointing authority of his/her decision
41 to either accept layoff or exercise the bumping option provided in this Article.
42 Such notice shall be in writing.

43
44 (2) Exercise of Bumping Rights by Employment Type: It is understood that
45 employees will exercise bumping rights only as indicated below:
46

- 1 a. Full-time employees first displace the least senior full-time employee; the
2 least senior full-time employee is then given the option of displacing the
3 least senior part-time employee or of accepting layoff; then of displacing the
4 least senior permanent-intermittent employee or of accepting layoff.
5
6 b. Part-time employees first displace the least senior part-time employee; then
7 the least senior part-time employee is given the option of displacing the
8 least senior permanent-intermittent employee or of accepting layoff.
9
10 c. Permanent-intermittent (PI) employees first displace the least senior PI
11 employee; the least senior PI is given the option of displacing the least
12 senior part-time employee or of accepting layoff.
13

14 It is also understood that the attributes of full-time, part-time, or intermittent
15 employment accrue to the position and not the employee. Therefore, by
16 way of example, if an employee bumps from a full-time position to a
17 part-time position, that employee will work part time.
18

- 19 (3) Except as provided in Section 4C (1)c of this Article for excluded employees,
20 and non-exclusively represented employees, employees in this Bargaining Unit
21 shall not be entitled to bump into a position outside of this Bargaining Unit, and
22 employees outside of this Bargaining Unit shall have no right to bump into a
23 position in this Bargaining Unit, unless the Union, the Employer, and the other
24 bargaining agent for such positions outside the Bargaining Unit, in their
25 respective discretions, enter into an agreement to permit such inter-Unit
26 bumping, but then only in accordance with the terms of such tri-lateral
27 agreement. Nothing herein shall be construed as an obligation for either the
28 Employer or the Union to enter into such agreement with any party who is not a
29 party for this Agreement. No employee covered by this Section shall be
30 allowed to fill a vacancy in the Bargaining Unit except in accordance with the
31 provisions of this Section or in accordance with Article 16, Assignment and
32 Transfer, of this Agreement.
33

34 E. Seniority Exceptions in Layoffs:
35

36 The Employer may lay off, bump, reassign and/or recall out-of-line seniority because
37 of:
38

- 39 (1) Selective Certification requirements approved by the Civil Service Commission;
40
41 (2) Maintaining and administering an affirmative action program in accordance with
42 applicable law and when approved in advance by the State Personnel Director.
43

44 The exceptions listed in (1) above shall only be made where there is a valid
45 occupational requirement and no alternative exists for preferring the less senior
46 employee.

1
2 The Appointing Authority shall give the Union concurrent written notice when it
3 requests approval from the Civil Service Commission for selective certification.
4

5 The Employer shall give notice of such intent to the Union and, in accordance with
6 Civil Service Commission Rules and Regulations, shall negotiate with the Union
7 about the impact of such determination and/or discuss alternatives thereto. No
8 department shall implement Subsection (2) above without the involvement and
9 agreement of the State Employer.
10

11 **Section 5. Reduction of Hours.**

12 Nothing in this Agreement shall preclude the Employer from offering employees the
13 option of a voluntary reduction of hours, which may be accepted at the discretion of the
14 employee.
15

16 **Section 6. Temporary Layoffs - Employer Option.**

17 A. Application of Temporary Layoffs: Temporary layoffs may be used for situations
18 involving:
19

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

32 B. Implementation: Temporary layoff shall not exceed six (6) calendar days per fiscal
33 year. In such cases employees shall be laid off by inverse seniority order within
34 class and level and layoff unit or, in a circumstance where not all work sites in a
35 layoff unit are involved, by inverse seniority order within class and level and work
36 site. However, where the Employer determines to temporarily lay off all Bargaining
37 Unit employees in a class and level in a layoff unit, it may do so in the following
38 manner:
39

- 40 (1) The cumulative period per employee may not exceed six (6) calendar days per
41 fiscal year;
42 (2) All employees in a class and level shall be laid off in approximately equal
43 numbers for an equal number of days; and
44 (3) Such sequential layoff days shall be on successive work days.

1 (4) Employees shall continue to accrue benefits and seniority during such
2 temporary layoff.
3

4 C. Waiver: An employee who is temporarily laid off shall not be entitled to any leave
5 balance payoffs, to bump to any other position, nor to be placed on any recall list or
6 be recalled to any position other than the one from which the employee was
7 temporarily laid off.
8

9 In a circumstance where temporary layoff is being used for a reason other than loss
10 of funding, fifteen (15) calendar days fore notice to the employee shall not be
11 required, but the maximum fore notice possible under the circumstances shall be
12 required.
13

14 **Section 7. Recall Lists.**

15 A. Definitions: For purposes of this Article, the following definitions shall apply:
16

17 (1) The Primary Class is the class and level from which an employee is initially laid
18 off or bumped.
19

20 (2) The Secondary Class is a class and level, other than the primary class in which
21 the employee has achieved status or has satisfactorily completed a
22 probationary period, and any lower level class in that series.

23 (3) The Layoff Unit Recall List is a list, by class and level, of each employee who
24 has been laid off or bumped from a position in the layoff unit.

25 (4) The Departmental Recall List is a list, by class and level, of each employee who
26 has been laid off or bumped from a position in the department.

27 (5) The Statewide Recall List is a list, by class and level, of each employee who
28 has been laid off or bumped from a position in the State Classified Service.
29

30 B. Construction of Lists: Layoff Unit, Departmental and Statewide Recall lists shall be
31 maintained by the Employer by seniority for each class and level within the
32 Bargaining Unit. Each employee who is laid off from state employment, or who
33 bumps to a lower level within his/her current series, or to the same or lower level in a
34 formerly held class series, shall have his/her name placed upon the Layoff Unit
35 Recall List for the class and level from which the employee has been laid off or
36 bumped (Primary Class).
37

38 In addition, the laid off (or bumped) employee shall have his/her name placed upon
39 the Layoff Unit Recall List for a Secondary Class, in seniority order.
40

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

1
2 In addition, the laid off (or bumped) employee shall have his/her name placed upon
3 the Statewide Recall list, in order of seniority, for the Primary Class and any
4 Secondary Class for which he/she is eligible, for each County to which he/she will
5 accept recall to employment.

6
7 The employee's name will be placed on applicable recall lists upon the return of the
8 required form(s) to the Appointing Authority.

9
10 An employee may delete his/her name from any Recall List upon which he/she has
11 requested to be placed, without penalty, at any time prior to being recalled from such
12 list, by giving written notice of such request to his/her Appointing Authority.
13 Similarly, without penalty, the employee may also delete a layoff unit or county from
14 the respective Departmental or Statewide Recall List, to which he/she has requested
15 his/her name be placed.

16
17 C. Recall from Layoff: The provisions of this subsection shall be applied subject to the
18 exceptions in Section 4E of this Article, and subject to the employee being qualified.

19
20 Notice of recall shall be sent to the employee at his/her last known address by
21 registered or certified mail.

22
23 When the Appointing Authority intends to recall employees, the Employer shall recall
24 the most senior, qualified employee who is on the Layoff Unit Recall List for the
25 class and level in which the vacancy exists, (regardless of whether the class and
26 level is the employee's Primary or Secondary Class). If the most senior qualified
27 employee does not accept the recall, the employer shall then recall the next and
28 successively less senior qualified employee on the list.

29
30 If no qualified employee is on such Layoff Unit Recall List, the Employer shall recall
31 the most senior qualified employee from the Departmental Recall List, for the class
32 and level, who has designated the layoff unit in which the vacancy exists as one to
33 which he/she will accept recall.

34
35 If the most senior qualified employee does not accept the recall, the Employer shall
36 then recall the next and successively less senior qualified employee on such list who
37 has designated that layoff unit.

38
39 If no qualified employee is on such Departmental Recall List, the Employer shall
40 recall one of the three most senior qualified employees from the Statewide Recall
41 List, for the class and level, who have designated the County in which the vacancy
42 exists as one to which he/she would accept recall.

43
44 Recall lists shall not be combined with referral lists, or with promotional or open
45 competitive registers.

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

3
4 If there is an error in the administration of the Recall Lists which leads to improper
5 recall, such recall shall be corrected.

6
7 **D. Removal of Names from Recall Lists:** If an employee fails to respond within seven
8 (7) calendar days from the date of receipt of his/her recall notice, the employee's
9 name shall be removed from the Recall List used to make that recall. In addition, the
10 employee's name shall be removed from recall lists as provided below:

11
12 (1) An employee who accepts or refuses recall to his/her Primary Class in the
13 layoff unit from which he/she was originally laid off shall be removed from all
14 recall lists.

15
16 (2) An employee who does not accept recall to his/ her Primary Class in a different
17 layoff unit or different county shall be removed from that recall list.

18
19 (3) An employee who accepts recall to his/her Primary Class in a layoff unit
20 different from the one from which he/she was laid off shall be removed from all
21 recall lists except for the Primary Class for the layoff Unit from which he/she
22 was laid off.

23
24 (4) An employee who refuses or accepts recall to a Secondary Class shall be
25 removed from the Secondary Class recall list for the layoff unit in which the
26 recall was offered.

27
28 (5) An employee who refuses or accepts recall to a Primary Class or Secondary
29 Class from a Statewide Recall List shall be removed from such list.

30
31 Note: An employee's name shall not be removed from a Layoff Unit Recall List if the
32 employee refuses recall because he/she is medically disabled or on active military
33 duty, and produces satisfactory certification of such fact to the Employer.

34
35 E. The Employer also agrees to provide the Union, upon quarterly request, with copies
36 of the layoff unit, departmental and statewide recall lists for Bargaining Unit classes.

37
38 **Section 8. Temporary and Other Recall.**

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

1 It shall be the policy and practice of the Employer to recall full time employees laid off
2 from State employment to less than full-time positions, if such employees are willing to
3 accept less-than full-time work, before hiring any less-than full-time employees.
4

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

6 The Employer agrees to provide the Union with copies of relevant portions of seniority
7 list(s) which are used to determine which employees are to be laid off. Copies of all lists
8 covered in this Section, as well as any additions, deletions, or alterations, will be
9 forwarded to UTEA within seven (7) days following notice to employees of layoff or
10 within seven (7) days following any additions, deletions or alterations.
11

12 **Section 10. Coordination of Recall.**

13 Recall shall be on the basis of the contractual definition of seniority. Employees laid off
14 (or bumped) prior to the January 13, 1983 whose seniority recalculation would have the
15 effect of making them more senior than an employee still working in the class and level
16 shall not be entitled to displace the employee still working.
17

18 Nothing in this Section is intended to preclude normal recall of such employees.
19

20 **Section 11. Annual Leave Restoration.**

21 An employee who has been laid off from state employment, and whose annual leave
22 balance has been paid off, who is later recalled, may elect to "buy back" annual leave in
23 accordance with the provisions of Article 25, Section 2H, Annual Leave Buy Back.
24

25 **ARTICLE 14**
26 **Health and Safety**
27

28 **Section 1. General.**

29 The Employer shall make every reasonable effort to provide a safe and healthful place
30 of employment free from recognizable hazards. All employees shall be required to
31 comply with safety/health rules and regulations established by the Employer. If an
32 employee has justifiable reason to believe that his/her safety and health are
33 endangered due to an alleged unsafe working condition, or alleged unsafe equipment,
34 the employee shall inform the supervisor.
35

36 **Section 2. Physical Examinations.**

37 Whenever the Employer requires an employee to submit to a medical examination,
38 x-rays or inoculations, or test, the Employer shall pay the entire cost of such services
39 not covered by health insurance programs. An employee required to take a medical
40 examination and who objects to the exam by a State employed doctor may be
41 examined by a doctor mutually approved. In the absence of mutual agreement, the
42 parties will select a physician from recommendation by a county or local medical
43 society, by alternate striking if necessary.
44
45
46

1 **Section 3. Personal Injury.**

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

9
10 The Employer shall pay all medical costs connected with such assault or injury to the
11 full extent required by worker's compensation statutes.

12
13 No employee who has been placed on workers' compensation may have his or her
14 employment with the state terminated, except in accordance with the provisions of the
15 collective bargaining agreement or the workers' compensation statute, unless the
16 employee has been classified as totally disabled.

17
18 **Section 4. Employee Services.**

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

28
29 **Section 5. First Aid.**

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

32
33 The Employer agrees to comply with all laws applicable to its operations concerning
34 training in the latest first aid techniques, including Cardio Pulmonary Resuscitation
35 (CPR) training given in a MIOSHA accepted program.

36
37 The Employer shall maintain first aid supplies and equipment in accordance with
38 American Red Cross standards, as required by applicable law.

39
40 The telephone numbers of the local fire department, police department, emergency
41 medical service (EMS) or municipal ambulance service, and other appropriate services
42 shall be prominently posted.

43
44 **Section 6. Inspections.**

45 Whenever an inspector or investigator from any federal governmental organization if
46 authorized, or the state, makes a safety or health inspection at a work place, the Union

1 shall be notified as much in advance as possible by the Employer. A local Union
2 representative, preauthorized by the Union if on duty at such work place, shall be
3 released from work without loss of pay or benefits to accompany such inspector or
4 investigator in his/her inspection. The Employer shall not diminish such Union official's
5 rights to ask questions and/or make appropriate statements pertaining to the subject
6 inspection. The Employer agrees to implement the results of any such investigation in
7 accordance with the provisions of Article 14, Section 11.

8
9 **Section 7. Health and Safety Committees.**

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

13
14 The Union representative shall receive administrative leave for attendance at meetings
15 of the Committee. The Committee shall meet at least quarterly and more frequently
16 upon mutual agreement.

17
18 The purpose of the Committee is to engage in Health and Safety related activities such
19 as review accident reports or potentially hazardous situations; receive and investigate
20 allegations of possible safety violations; review existing safety policies, procedures
21 and/or equipment; review or develop alternate methods, procedures or equipment and
22 make recommendations; address public awareness campaigns; develop training
23 programs and/or policies and cooperatively support full compliance with established
24 safety procedures and proper use of safety equipment.

25
26 **Section 8. Employee Safety.**

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

- 30
31 A. Relocated to another work site, or
32
33 B. Put on administrative leave (not to exceed seven (7) calendar days) until the work
34 location has been made safe and healthful.
35
36 C. An employee who has reasonable cause to believe he/she is in imminent danger of
37 loss of life or serious bodily injury may leave the work site to notify a supervisor or
38 higher authority after taking reasonable measures to protect the public, other
39 employees and/or the property of the Employer.

40
41 **Section 9. Emergency and Evacuation Plans.**

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

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

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

5
6 If any employee is required to wear protective clothing, or any type of protective device
7 as a condition of employment, such protective clothing or protective device shall be
8 furnished to the employee by the Employer. In lieu of providing protective clothing or
9 devices, the Employer may pay an allowance for such clothing or devices in which
10 event the employee shall be responsible for providing such clothing or devices. Such
11 allowance shall not exceed the price established by the State Purchasing Division
12 unless an exception or waiver can be obtained from the State Purchasing Division. The
13 Employer will request such waiver whenever it is unable to provide the protective device
14 it requires. Where safety shoes are required, an employee, at his or her option, may
15 elect to receive shoes provided by the Employer or receive an allowance in accordance
16 with Article 24 plus any medically required options, once per calendar year. In any
17 event, such allowance shall not exceed the actual cost of the employee-purchased
18 protective item.

19
20 The cost of repairing and maintaining the protective clothing and devices in proper
21 working condition (including cleaning/laundry) required and furnished to the
22 employee by the Employer, shall be paid by the Employer.

23
24 If the Employer requires an employee to wear safety glasses, and the employee needs
25 corrective lenses, the Employer shall furnish such glasses after the employee has
26 presented the Employer with the required prescription. The employee shall bear the
27 cost of any eye examination.

28
29 If an employee has significant problems with all of the available frames, the employee
30 will bring such problem to the attention of the departmental employer. In such case, the
31 departmental employer will resolve the problem.

32
33 All protective clothing (except footwear) and devices furnished by the Employer remain
34 the property of the Employer and are only to be used in accordance with Departmental
35 or Agency work rules. Upon separation, all items, other than those worn out through
36 normal use, shall be returned (or paid for) by the employee before the final paycheck is
37 issued.

38
39 Whenever protective items are prescribed by the Michigan Department of Labor and
40 Economic Growth, as a result of Federal or State of Michigan statutes for particular
41 types of jobs, no employee will be expected to perform such duties until the required
42 safety and/or protection items are provided.

43
44 **Section 11. Compliance Limitations.**

45 The Employer's compliance with this Article is contingent upon the availability of funds.
46 If the Employer is unable to meet the requirements of any Section of this Article due to

1 lack of funds, the Employer shall make a positive effort to obtain the necessary funds.
2 In the event such funds are not available, the employee shall not, as a condition of
3 employment, be required to provide protective clothing, devices, or footwear, at their
4 own expense, nor shall they be required to continue to work without the required
5 protective clothing, devices or footwear.
6

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

8 The Employer reserves the right to require employees to wear uniform(s) or special
9 clothing. If an employee is required to wear a uniform(s) or special clothing, such
10 uniform(s) or special clothing shall be furnished to the employee by the Employer. In
11 lieu of providing such uniform(s) or special clothing, the Employer will pay an allowance
12 for such uniform(s) or special clothing which will reimburse the employee for the total
13 cost of the purchased item(s).
14

15 The quantity and replacement frequency for uniform(s) or special clothing may be
16 discussed at Labor Management Meetings at the request of either party.
17

18 **Section 13. Workplace Safety**

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

24 The evaluation shall address the issues of whether the employee poses a threat to
25 others in the work place and/or steps the Appointing Authority should take to minimize
26 or eliminate such threats. The psychiatrist or psychologist administering the evaluation
27 will be chosen by the Appointing Authority. The evaluation shall take place in a timely
28 manner and within a reasonable distance from the employee's residence. All costs of
29 the psychiatric or psychological evaluation shall be paid by the Appointing Authority.

30 Only the findings or recommendations regarding whether the employee poses a threat
31 to others in the work place or to citizens with whom the employee works, and any steps
32 the Appointing Authority should take to minimize or eliminate such threats, shall be
33 provided to the Appointing Authority and the employee. In no event shall the findings
34 and recommendations be placed in the employee's personnel file. The Appointing
35 Authority shall not release or make public the findings unless the employee files a
36 grievance protesting any disciplinary action that may be imposed as a result of an
37 incident leading to the determination such psychiatric or psychological evaluation was
38 warranted. In that event, the findings or recommendations may be introduced by the
39 Appointing Authority in support of the disciplinary action.
40

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.

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.

1 **Section 3. Scheduling.**

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

4
5 Where no items are placed on the agenda at least seven (7) calendar days in advance
6 of the meeting, such meeting shall not be required.

7
8 **Section 4. Pay Status of Union Representatives.**

9 Up to the limit established in this Article, Union Representatives to Labor-Management
10 meetings shall be permitted reasonable time off without loss of pay or benefits from
11 scheduled work for necessary travel and attendance at such meetings. For purposes of
12 pay only, properly designated Union representatives from the afternoon or midnight
13 shifts shall be permitted an equivalent amount of time off from scheduled work on their
14 upcoming or previous shift. Such meetings may be rotated among shifts, as the parties
15 may mutually agree. Overtime and travel expenses are not authorized. Under no
16 circumstances shall more than ten (10) representation unit employees attend such
17 meetings without loss of pay.

18
19 **Section 5. State Employer.**

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

23
24 **ARTICLE 16**
25 **Assignment and Transfer**

26
27 **Section 1. Definitions.**

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

35
36 B. Transfer: A change of assignment of an employee at the employee's request or
37 initiative.

38
39 C. Assignment: The particular position at or from a particular work location (or work
40 site), as determined by the Employer, (and as applicable) on a scheduled shift, and
41 on an assigned work schedule.

42
43 D. Seniority: Seniority shall be as defined in Article 12, Section 2, except that
44 probationary employees and employees in less-than-satisfactory status shall not be
45 eligible to exercise any seniority rights under this Article.

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

3
4 F. Work Location: For purposes of this Article, work location shall be defined as all the
5 premises of a Department in a County, except that each of the following shall be
6 considered a separate work location:

7
8 (1) A building or related group of buildings with twenty five (25) or more employees
9 of a Department in the Bargaining Unit.

10 (2) A building or group of buildings which constitutes a facility (or agency) in the
11 Departments of Community Health, Corrections, Education, and the Family
12 Independence Agency.

13 (3) For the purposes of this Article, a work location shall be defined as a Region in
14 the Department of Transportation.

15
16 G. Work Site: Each of the following shall be considered a separate work site:

17
18 (1) A building within a work location.

19 (2) A field office or regional office/installation in the Department of Transportation.

20 (3) A field, district, or regional office in the Department of Natural Resources.

21 (4) A building or group of buildings which constitutes a facility (or agency) in the
22 Departments of Community Health, Corrections, Education, and the Family
23 Independence Agency.

24
25 H. Demotion: An authorized movement of an employee with status from a position in
26 one classification level to a lower classification level.

27
28 **Section 2. Right of Assignment.**

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

34
35 **Section 3. Transfer.**

36 The Appointing Authority shall establish transfer lists at the beginning of the calendar
37 year for permanent vacancies. An employee shall request transfer by notifying the
38 Appointing Authority in writing, with a copy to the Union, of the work locations to which
39 the employee desires a transfer within his/her current class and level. Requests
40 received by the 20th of a month shall become effective on the 1st of the following month.
41 The transfer lists shall expire at the end of the calendar year.

42
43 Employees willing to take a voluntary demotion within a class series in lieu of a transfer
44 must state this in the transfer request form to be eligible.

1
2 An employee shall be able to make himself/herself available for transfer from his/her
3 work site to up to five (5) work sites/locations. If an employee declines a transfer to a
4 work site/location which he/she had requested, the Appointing Authority may remove
5 the employee from the transfer list for such work site/location by giving the employee
6 written notice. An employee may at any time remove his/her name from the transfer list
7 for a work site/location previously designated by written notice to the Appointing
8 Authority.

9
10 Transfers within a Department or Agency shall take preference over transfers between
11 Departments or Agencies.

12
13 When the Employer plans the opening of a new work site, the Employer shall refer to
14 the transfer list for the work location in which the new work site is located.

15
16 **Section 4. Filling Vacancies.**

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

20
21 B. Transfer Expenses: Employees transferring or voluntarily demoting under the
22 provisions of this Article shall not be eligible for reimbursement of moving or travel
23 expenses unless the appointing authority determines the transfer is to the benefit of
24 the department.

25
26 C. Voluntary Demotion: employees may voluntarily demote to a lower level within their
27 current class series by placing their name on the transfer list, in accordance with
28 section 3, for any work site/location to which they are willing to accept a voluntary
29 demotion. A request for voluntary demotion will be treated the same as a request for
30 transfer in section 5.a.1 below and the most senior person on the existing transfer
31 roster shall be selected for the vacant position.

32
33 **Section 5. Reassignment and Transfer Procedure.**

34 Reassignments and transfers shall be made in accordance with the procedure of this
35 Section, with the exception of reassignments in accordance with Section 4.

36
37 A. Filling Vacancies by Transfer:

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

40 (2) In the event the vacancy is not filled in accordance with paragraph 1 above, the
41 Employer shall fill the vacant position by recall from layoff in accordance with
42 Article 13.

43 (3) In the event the vacancy is not filled in accordance with paragraphs 1 or 2
44 above, the Employer shall advertise the vacancy and notify employees that
45 acceptance of the vacant position shall be considered a transfer and select one

1 of the three most senior persons in the same class and level as the vacant
2 position.

3 (4) In the event there are less than three qualified persons, or In the event the
4 vacancy is not filled in accordance with paragraphs 1 or 2 above, the Employer
5 may elect to fill the vacancy in a manner of its choosing, including but not
6 limited to promotion, hiring, reassignment, etc.

7 (5) Exceptions. The Employer shall not be required to transfer any of the following
8 employees from a transfer list:

9 a. An employee who has received a disciplinary suspension within one year
10 preceding the date of the transfer request or during the period between the
11 application date and the date the employee is considered for transfer;

12 b. An employee who has transferred from the transfer list within the last six (6)
13 months; or,

14 c. An employee who has placed his/her name on the transfer list for the work
15 location from which he/she received a conduct reassignment within the
16 previous two years.

17 **B. Filling Vacancies By Reassignment From Another Work Location:**

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

20
21 (1) The Employer shall identify the work location from which the reassignment will
22 be made.

23 (2) The Employer shall seek volunteers from the same class and level as the
24 vacant position.

25 (3) In the event the vacancy is not filled in accordance with paragraph 2 above, the
26 Employer shall reassign the least senior employee, at the same class and level
27 as the vacancy, in the following order:

28 a. Part-time employee;

29 b. Seasonal employee;

30 c. Full-time employee.

31 **C. Conduct Reassignment**

32 No employee may be reassigned for reasons of conduct or for disciplinary purposes,
33 except where the employee's continued presence at the work location has the effect
34 of hampering the operational effectiveness of the Employer.
35

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

ARTICLE 17
Hours of Work and Overtime

Section 1. Biweekly Work Period.

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

Section 2. Work Days.

The work day shall consist of twenty four (24) consecutive hours commencing at 12:01 a.m. Whenever practicable and consistent with program needs, employees shall work on five (5) consecutive work days separated by two (2) consecutive days off.

Section 3. Work Shift.

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

Day Shift -	Starts between 5:00 am and 1:59 pm
Afternoon Shift -	Starts between 2:00 pm and 9:59 pm
Evening Shift -	Starts between 10:00 pm and 4:59 am

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

Section 4. Work Schedules.

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

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

The work schedule of the employee shall not be altered within the biweekly work period solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation of hours worked outside the regularly scheduled shift at one and one-half (1½) times the employee's regular rate of pay. Approved scheduling changes requested by employees shall be exempt from the one and one-half (1½) time compensation required by this Section. With the Employer's approval, employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules.

Any changes in scheduling shall be confirmed in writing to the employee. For employees who regularly work a standard eight (8) hour day, five (5) day week, changes in work shifts shall be handled by the Employer first seeking qualified

1 volunteers. In the event that there are more volunteers than are needed, the most
2 senior qualified employee shall be selected. In the event that there is an insufficient
3 number of volunteers, the Employer shall assign qualified employees on an inverse
4 seniority basis.

5
6 **Section 5. Meal Periods.**

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

13
14 Wherever the department's objective of teamwork will not be unreasonably disrupted by
15 a one-half hour lunch period, if requested by a technical unit employee, a one-half hour
16 lunch period shall be scheduled. In all other cases, where operationally feasible, a
17 technical unit employee's request to be scheduled for a one-half hour lunch period will
18 not be unreasonably denied. Denial of the request, or termination of approval, shall not
19 be grievable.

20
21 Those employees who regularly receive an unpaid meal period, and are required to
22 work, or be at their work assignments, and are not relieved for such meal periods, shall
23 have such time actually worked treated as hours worked for the purpose of computing
24 overtime, unless an alternate meal period is available. An employee, with the approval
25 of his/her supervisor, may work through a scheduled meal period. Such time shall be
26 considered as time worked for the purpose of calculating overtime.

27
28 The length of an employee's meal period may only be changed with at least twenty (20)
29 days advance notice. The length of an employee's meal period may not be changed
30 more than once in a six (6) month period.

31
32 **Section 6. Rest Periods.**

33 Unless the granting of these rest periods would result in the employer having to pay
34 overtime or to add additional personnel to the work site, there shall be two (2) rest
35 periods of fifteen (15) minutes each during each regular eight (8) hour work shift; one
36 during the first half of the shift and one during the second half of the shift. The
37 Employer retains the right to schedule employee's rest periods and to shorten such
38 periods to fulfill operational needs on a particular day. Current practices regarding
39 breaks taken in the course of operational duties or on an irregular basis may be
40 maintained. Rest periods shall not be accumulated and, when not taken, shall not be
41 the basis for additional pay or time off. Current practice regarding rest periods during
42 overtime periods shall continue.

43
44 **Section 7. Call Back.**

45 Call back is defined as the act of contacting an employee and requesting that the
46 employee report for work and be ready and able to perform assigned duties at a time

1 other than his/her regular work schedule. Employees who are called back and whose
2 call back hours are not contiguous with their regular working hours will be guaranteed a
3 minimum of three (3) hours compensation. Eligible call back time will be paid at the
4 premium rate, provided that the called back employee has been in pay status more than
5 eight (8) hours in that day (except for employees working on a modified work schedule)
6 or forty (40) hours in a seven day period, except for the hospital exemption contained in
7 Article 17, Section 11 of this Agreement.

8
9 **Section 8. Alternative Work Patterns.**

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

18
19 B. Technical unit employees may request an alternate work schedule subject to the
20 following provisions:

- 21 1. All requests for an alternate work schedule are on an individual and completely
22 voluntary basis.
- 23 2. Discretion to approve or disapprove an employee's request to work an alternate
24 work schedule is reserved to the supervisor and appointing authority.
- 25 3. The appointing authority may terminate an employee's alternate work schedule
26 with a minimum of two (2) weeks notice to the employee.
- 27 4. Employees working under an alternate work schedule in accordance with this
28 subsection may return to their previous schedule with a minimum of two (2)
29 weeks notice to the immediate supervisor.
- 30 5. Termination of an alternate work schedule shall be at the end of a pay period.
- 31 6. Termination by the appointing authority of an alternate work schedule shall not
32 be grievable.
- 33 7. Employees working an alternative work schedule under this agreement shall be
34 scheduled to work four (4) ten (10) hour days within a work week; or four (4) nine
35 (9) hour days plus one (1) four (4) hour day within a work week as agreed to with
36 their immediate supervisor.
- 37 8. Employees may be required to temporarily modify their alternate work schedule
38 in order to meet operational needs.
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46

1
2 9. Employees who work more than their scheduled hours in a work day or forty (40)
3 hours in a work week shall receive overtime in accordance with the provisions of
4 this Article.

5
6 10. Employees utilizing leave credits in full day increments shall use such leave in
7 their scheduled nine (9) or ten (10) hour increments.

8
9 11. Under the following circumstances, employees will revert back to their normal
10 eight (8) hour five (5) day work week:

11
12 a. Any week in which a holiday falls, unless the employee elects to use sufficient
13 leave credits to complete the scheduled day;

14
15 b. Scheduled vacations;

16
17 c. Any week in which an employee is on approved leave of absence; or,

18
19 d. Any week in which the employee is scheduled for training, unless the
20 immediate supervisor determines that continuation of the alternate work
21 schedule will not conflict with the training schedule.

22
23 **Section 9. Voluntary Work Schedule Adjustment Program.**

24 Participation shall be on an individual and completely voluntary basis. An employee
25 may volunteer to participate in the program by submitting a completed standard
26 voluntary work schedule adjustment agreement form to his or her supervisor.
27 Employees continue to have the right, by not submitting a standard agreement form, to
28 not participate in any of the program's two plans.

29
30 Discretion to approve or disapprove an employee's request to participate in Plan A
31 and/or Plan C is reserved to the supervisor and appointing authority. In all other cases,
32 once approved, the individual agreement may be terminated by the appointing authority
33 or the employee upon giving ten (10) working days written notice to the other (or less,
34 upon agreement of the employee and the appointing authority). Termination shall be at
35 the end of the pay period. Termination of the agreement by the appointing authority
36 shall not be grievable.

37
38 Before incurring unpaid Plan A or Plan C hours, all banked leave time hours must be
39 exhausted.

40
41 Plan A. Biweekly scheduled hours reduction.

42 A.1. Eligibility.

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

45
46 A.2. Definition.

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

10
11 In addition, up to a one-week (40 hour) leave may be utilized within a single pay
12 period once during a fiscal year.

13
14 Time off on Plan A will be counted against an employee's twelve work week leave
15 entitlement under the federal family and medical leave act, if such time off is for a
16 qualifying purpose under the act and if all other requirements of the law and
17 collective bargaining agreement are met.

18
19 A.3. Insurances.

20 All state-sponsored group insurance programs, including long term disability
21 insurance, in which the employee is enrolled shall continue without change in
22 coverages, benefits or premiums.

23
24 A.4. Leave accruals and service credit

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

31
32 Participation in Plan A does not alter the conditions for the use of annual leave. It
33 shall be the employee's responsibility to monitor the balance in his/her annual
34 leave counter. Approval of annual leave for employees at the annual leave cap is
35 not guaranteed.

36
37 Plan C. Leave of absence.

38 C.1. Eligibility.

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

42
43 C.2. Definition.

44 With the approval of the supervisor and the appointing authority, an employee may
45 elect to take one (1) unpaid leave of absence during the fiscal year for a period of
46 not less than one (1) pay period and not more than three (3) months. The three (3)

1 month period is not intended to be cumulative. Time off on Plan C leave will be
2 counted against an employee's twelve work week leave entitlement under the
3 federal family and medical leave act, if such time off is for a qualifying purpose
4 under the act and if all other requirements of the law and collective bargaining
5 agreement are met.

6
7 **C.3. Insurances.**

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

21
22 **C.4. Leave accruals.**

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

26
27 **C.5. Service credit.**

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

30
31 **Section 10. No Guarantee Or Limitation.**

32 This Article is intended to be construed only as a basis for scheduling and overtime, and
33 shall not be construed as a guarantee or limitation of work per day or per work period.
34 However, if the Employer intends to unilaterally alter the forty hour work week, the
35 Employer agrees to meet with the Union prior to implementing a schedule change.
36 Overtime shall not be paid more than once for the same hours worked.

37
38 **Section 11. Definitions.**

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

1 B. Regular Rate is defined as the employee's hourly rate of pay including shift
2 differential, hazard pay or other add-ons.

3 C. Premium Rate is defined as one and one-half (1½) times the eligible employee's
4 regular rate.

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

7

8 **Section 12. Overtime Compensation.**

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

12

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

18

19 For purposes of calculating overtime pay, sick leave shall not be treated as time
20 worked.

21

22 **Section 13. Compensatory Time.**

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

26

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

33

34 For purposes of calculating compensatory time, sick leave shall not be treated as time
35 worked.

36

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

42

43 At the employee's option, payment for unused compensatory time credits may be made
44 as follows: The employee must notify the department in writing between November 1st
45 and November 15th of each year that he/she wishes to be paid in cash for all, or part of,

1 unused compensatory time credits. Payment for such time shall then be made in the
2 first full pay period in December. Alternatively, current practices with respect to the
3 payment for unused compensatory time credits shall continue.

4
5 Employees eligible under the FLSA to accumulate up to 480 hours of compensatory
6 time in a twelve (12) month period may accumulate such time. Eligible employees are
7 those whose work regularly involves "public safety", "emergency response" or
8 "seasonal" activity, as described in the FLSA.

9
10 For such employees, the following shall apply: If such employee has more than 250
11 hours of annual leave, the employee may utilize annual leave credits prior to using
12 compensatory time credits. When employees request the use of leave credits, they shall
13 indicate which credits they intend to use. This provision shall be the only exception to
14 the requirement that compensatory time credits must be used prior to the use of annual
15 leave credits as provided above.

16
17 **Section 14. Pyramiding.**

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

19
20 **Section 15. Overtime Distribution Procedure.**

21 **A. General:**

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

24
25 Except in emergency situations, overtime work shall be offered to employees on the
26 basis of seniority and shall be equitably distributed among employees within the
27 classification on a shift in the overtime unit in a manner which will give each
28 employee an equal share of the overtime hours, to the extent possible. Each
29 employee in the overtime unit shall be selected in turn according to his/her place on
30 the seniority list by rotation; provided however, that the employee whose turn it is to
31 work must possess the qualifications and ability required to perform the work, if any.

32
33 An employee may have his/her name removed from the voluntary overtime seniority
34 list. An employee who, upon being offered overtime work, requests to be skipped
35 shall not be rescheduled for overtime work until his/her name is reached again in
36 orderly sequence and an appropriate notation shall be made of the declined offer by
37 hours in the overtime roster.

38
39 In the event no employee in the overtime unit wishes to perform the required
40 overtime work, the Employer normally shall, by inverse order of this overtime list,
41 including those who have requested their names be removed for voluntary overtime,
42 assign the necessary employees who are qualified, able, and required to perform the
43 work in question.

44
45 The Union recognizes that work in progress shall be completed by the employee
46 performing the work at the end of the regular shift. Work in progress means

1 continuous work with no break in time between the end of the regularly scheduled
2 shift and the start of overtime.

3
4 Overtime equalization units shall be defined as a work site, unless such definition is
5 altered through secondary negotiations.

6
7 **B. Department of Transportation:**

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

10
11 (1) Overtime equalization units are:

- 12
13 a. All Construction Technicians 11 and 12 at a worksite
14
15 b. All permanent Construction Technicians 8-E10 at a worksite
16
17 c. All temporary Construction Technicians 8-E10 at a worksite
18
19 d. All Construction Aides 6-E7 at a worksite
20
21 e. In all other divisions, the Technician 11 and below at a worksite, except
22 at the MDOT building in Lansing, where the overtime equalization units
23 are established in accordance with the settlement agreement reached by
24 the parties in FMCS 97-19786-CSR #3.

25
26 (2) Employees who meet the following definition are qualified to perform
27 overtime work within their equalization units:

28
29 Completion, in an approved manner, of all training required to perform the
30 task or job, or performance of the requirements of the task or job, or
31 performance of the task or job itself within the preceding twelve (12) month
32 period.

33
34 (3) Overtime will be balanced among the individuals within each overtime
35 equalization unit so that each employee shall have at least ninety percent
36 (90%) or be within fifty (50) hours, whichever is less, of the overtime hours
37 paid to the employee having the most overtime hours within each specific
38 unit, excluding any overtime resulting from an emergency. Overtime will be
39 balanced between January 1 and December 31 of each year.

40
41 Grievances filed over alleged failure to equalize overtime shall be
42 considered timely if filed within fifteen (15) days of the final posting of the
43 year end overtime roster.

44
45 (4) The order of offering overtime will be as follows:
46

- 1 a. Permanent full-time employees will be offered overtime before
- 2 employees in any other employment type.
- 3
- 4 b. Temporary employees will only work overtime after all full-time
- 5 employees are working or are not available for overtime. These
- 6 employees shall have such available overtime balanced among
- 7 themselves on a pro-rated basis in accordance with their actual hours
- 8 worked, in the same manner as permanent, full-time employees.
- 9
- 10 c. "Student Assistants"/Co-op Construction Aides 6 - E7 will only work
- 11 overtime when no permanent Construction and Engineering Technicians
- 12 or Construction and Engineering Aides are available or all Construction
- 13 and Engineering Technicians and Aides are working and additional
- 14 personnel is needed.
- 15

16 (5) Availability and Notification:

- 17
- 18 a. All employees will be considered as available for scheduled overtime
- 19 unless they voluntarily remove their names in writing from consideration
- 20 for scheduled overtime. Employees may remove themselves from
- 21 consideration, unless mandatory overtime is required, for any period of
- 22 time of at least a biweekly pay period. Employees who wish to remove
- 23 their names from the overtime roster for any period of time must submit
- 24 such request in writing. Such request may be withdrawn at any time,
- 25 with at least two (2) weeks notice. Employees who make themselves
- 26 unavailable for overtime under this provision will be credited with the
- 27 highest number of overtime hours worked by an individual within their
- 28 overtime unit during the period of unavailability.
- 29
- 30 b. Employees will be required to leave a telephone number where they can
- 31 be contacted in case scheduled overtime is canceled. Failure of the
- 32 employee to leave such number, or to respond after reasonable attempts
- 33 by the Employer to make contact, will result in the Employer being
- 34 relieved of any responsibility to pay the employee in the event the
- 35 employee shows up for the canceled shift.
- 36

37 (6) Employees newly entering an overtime unit will be credited with the same

38 number of total overtime hours (worked plus unavailable), as the employee

39 with the highest number of hours in the new overtime unit.

40

41 (7) a. Employees on an approved leave of absence, sick leave, annual leave,

42 compensatory time or temporary assignment having a duration of more

43 than ten consecutive work days, upon return will be credited with the

44 highest number of overtime hours worked by an individual within their

45 overtime equalization unit during their period of unavailability.

46

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

7
8 (8) If an employee requests leave for the last regularly scheduled day prior to
9 a weekend or holiday(s), the employee shall state at the time of the
10 request, whether or not they are available for scheduled overtime for the
11 weekend or holiday(s) following the date of the leave requested.
12 Employees who do not indicate their availability for such scheduled
13 overtime shall be charged with the highest number of hours worked by an
14 individual within their equalization unit for the weekend or holiday(s).

15
16 (9) Employees who return from Winter Assignment after April 1 will be given
17 the opportunity to work the amount of overtime hours necessary to bring
18 them equal to the highest number of overtime hours credited to any less
19 senior employee in the overtime unit, minus any overtime hours previously
20 worked by that employee in that overtime unit. All such calculations shall
21 be made within the same calendar year.

22
23 (10) Employees who return to work on or before June 15 from a Workers'
24 Compensation related absence of 90 calendar days or less, will have no
25 overtime hours credited to them as a result of being unavailable during the
26 Workers' Compensation absence. Employees who return to work from a
27 Workers' Compensation related absence of more than 90 days regardless
28 of the return date, or after June 15 regardless of the length of the
29 absence, shall be credited with the highest number of hours worked by a
30 bargaining unit employee within their overtime equalization unit during
31 their period of unavailability.

32
33 C. The following shall apply to employees classified as Fingerprint Technicians in the
34 Department of State Police regarding overtime equalization.

35
36 (1) Overtime equalization unit:

37
38 Bargaining unit employees classified as Fingerprint Technicians and
39 assigned to the Central Records Division comprise one overtime
40 equalization unit.

41
42 (2) Overtime equalization:

43
44 In accordance with the settlement agreement for grievance #MSP GT1-
45 92/UTEA #119-91-MSP-2, all overtime hours will be equalized to the extent

1 possible per Article 17, Section 14, of the Agreement existing between the
2 State of Michigan and the United Technical Employees Union.

3
4 (3) Definitions:

- 5 a. Overtime worked -- all overtime hours worked by employees shall be
6 considered as overtime worked.
7
8 b. Overtime refused -- when an employee is offered the opportunity to work
9 scheduled overtime and said employee refuses such opportunity, such
10 employee shall be credited with the overtime hours refused or when an
11 employee is offered the opportunity to perform functions which might
12 result in overtime and said employee refuses such opportunity, such
13 employee shall be credited with the overtime hours worked by another
14 employee during the period of refusal.
15
16 c. Unqualified overtime -- an employee who is not qualified to perform the
17 function required during scheduled overtime or to perform functions
18 which might result in overtime, shall not be offered the opportunity to
19 work such overtime, and shall be credited with the overtime hours
20 worked by another employee during such period of time. Employees
21 deemed by the department to be unqualified shall have the right to
22 grieve such determination.
23

24 (4) Overtime recording:

- 25
26 a. Each category of overtime listed in number three (3) above shall be
27 recorded separately.
28
29 b. All hours in each category shall be totaled at the end of each biweekly
30 pay period so that each employee will know the total number of overtime
31 hours with which they have been credited or charged, fiscal year to date,
32 at the end of each biweekly pay period.
33

34 (5) Overtime balancing:

- 35
36 a. All employees will have their overtime balanced in accordance with
37 number two (2) above during the period commencing October 1 of each
38 year and ending on September 30 of the following year.
39
40 b. All employees will begin October 1 of each year with zero overtime
41 hours.
42
43 c. Grievances relating to the improper equalization of overtime shall be
44 considered timely if filed within fifteen (15) days of the final posting of the
45 year-end overtime roster.
46

1 (6) Entrance into overtime unit:
2

3 New employees entering the overtime equalization unit after October 1 of
4 any year will be credited with the same number of total overtime hours
5 (worked, plus refused, plus unqualified) as the employee with the highest
6 total number of hours in this overtime equalization unit.
7

8 (7) Availability:
9

10 No employee may be charged with refused and/or unqualified overtime for
11 any day for which the employee is approved for leave, whether such
12 approval is prospective or retroactive.
13

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

16 Where an employee's Official Work Station (OWS) is designated as Project Office, and
17 said employee is directed by his/her supervisor to report directly from his/her home to a
18 Temporary Work Station (TWS), the employee's work time shall be calculated as
19 follows:
20

- 21 A. In the event the employee's drive time from his/her home to his/her TWS does not
22 exceed the drive time between the employee's home and his/her OWS by at least
23 fifteen (15) minutes, the employee shall continue to be paid for his/her normal work
24 day.
25
- 26 B. In the event the employee's drive time from his/her home to his/her TWS exceeds
27 the drive time between the employee's home and his/her OWS by at least fifteen
28 (15) minutes, the employee's work schedule may be adjusted, or should the work
29 day not be shortened, such time shall be added to the employee's work day and the
30 employee shall be paid for such time at the appropriate overtime rate.
31
- 32 C. Numbers 1 and 2 above shall also apply to the employee's return trip from his/her
33 TWS to his/her home.
34
- 35 D. None of the above shall apply in the event an employee is instructed that he/she can
36 report to his/her TWS after the start of the shift and/or leave his/her TWS prior to the
37 end of the shift in an amount of time equal to the excess time which the employee
38 drives between his/her house and his/her TWS.
39
40

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

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

9
10 **Section 5. Medical Leave of Absence.**

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

24
25 In addition to the operational needs of the Employer and the employee's work record,
26 the Employer in considering requests for extension will consider verifiable medical
27 information that the employee can return at the end of the extension period with the
28 ability to fully perform the job. When an employee, who has exhausted a medical leave
29 of absence extended to one (1) year duration is required to be in employee status in
30 order to collect an awarded employment related benefit, the Employer agrees to
31 retroactively extend such medical leave of absence solely to afford the employee the
32 opportunity to receive such benefit.

33
34 In all other circumstances, a request to extend a medical leave of absence for more
35 than one (1) year may be granted in the sole discretion of the Employer, and only upon
36 sufficient evidence being presented that the employee will, upon expiration of the
37 extension, be able to return to full performance of duties. A denial of such request shall
38 not be grievable, except under Article 23, Section 2, Non-Discrimination. Employees
39 who have completed an initial probationary period and are in satisfactory employment
40 status, and who after providing the information as required by this article, are
41 subsequently not granted a medical leave of absence, shall upon providing medical
42 certification of the employee's ability to return to their regular job responsibilities, be
43 entitled upon request to have their name placed on the Departmental recall list in
44 accordance with Article 13 provided that such medical certification is presented within
45 two years of the date of medical layoff. This option may only be exercised once in a

1 career. Employees recalled under this provision shall not have such time treated as a
2 break in service.

3
4 The Employer reserves the right to have the employee examined by a physician
5 selected and paid by the Employer for the employee's initial request, extension and/or
6 return to work.

7
8 **Section 6. Military Leave.**

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

12
13 **Section 7. Leave for Union Business.**

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

- 17
18 A. The written request of the Union shall be made to the employee's Appointing
19 Authority and shall indicate the purpose of the requested leave of absence.
20
21 B. If the requested leave of absence is for the purpose of permitting the employee to
22 serve in an elective or appointive office with the Union, the request shall state what
23 the office is, the term of such office and its expiration date. This leave shall cover
24 the period from the initial date of election or appointment through the expiration of
25 the first full term of office, not to exceed three (3) years.
26
27 C. If the requested leave of absence is for the purpose of permitting the employee to
28 serve as a staff representative for the Union, such leave shall be for a minimum of
29 six (6) months but shall not exceed three (3) years.
30
31 D. The Employer is not obligated to grant such leaves of absence for more than one (1)
32 employee from any one Department.

33
34 **Section 8. Waived Rights Leave of Absence.**

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

43
44 The Employer shall provide and the employee shall sign the following statement at the
45 time a waived rights leave of absence is granted:
46

1 "I understand that an employee granted a waived rights leave of absence does not have
2 a right to return to State service at the end of such leave of absence, but will have the
3 continuous nature of their service protected, provided they return to work prior to the
4 expiration of such leave."
5

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

7 Upon written request, an employee who is pregnant or whose wife is pregnant shall be
8 granted parental leave for up to six (6) months. Such leave shall apply in cases of
9 adoption as well as natural birth. Upon birth of their child, an employee may certify the
10 need to use up to two (2) weeks of sick leave prior to the beginning of any parental
11 leave. Otherwise, parental leave for the mother shall commence immediately following
12 the mother's medical leave or upon adoption of a child, and parental leave for the father
13 shall commence no sooner than birth and no later than six (6) weeks following the birth
14 or upon adoption of a child.
15

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

17 An employee returning from an approved leave of absence of sixty (60) calendar days
18 or less will be restored to his/her previous permanent assignment.
19

20 An employee returning from an approved leave of absence of more than sixty (60) days
21 may be temporarily assigned until a permanent assignment is made in accordance with
22 Article 16, Assignment and Transfer. In accordance with the provisions of this
23 Agreement, the Employer shall make a good faith effort to place the employee back in
24 the assignment and position they held prior to their leave of absence. Employees who
25 request an earlier return to work prior to the expiration of an approved leave of absence
26 may return only with the approval of the Appointing Authority and will be temporarily
27 assigned until a permanent assignment is made in accordance with Article 16,
28 Assignment and Transfer.
29

30 **Section 11. Layoff.**

31 Employees on a leave of absence who would be laid off if they were in active
32 employment status shall not be exempt from layoff by virtue of being on a leave of
33 absence.
34

35 **Section 12. Disaster Response.**

36 A leave of absence without pay to provide disaster or emergency relief assistance in
37 this state may be granted to a bargaining unit employee who is skilled in emergency
38 relief assistance and certified as a disaster service volunteer by the American Red
39 Cross.
40

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

1 Employer must approve the paid leave of absence if the services are to be rendered
2 inside this state.

3
4 Denial of a bargaining unit employee's request for a disaster response leave of
5 absence, with or without pay, shall not be grievable.

6
7 **ARTICLE 19**
8 **Personnel Files**

9
10 **Section 1. General.**

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

14
15 Upon an employee's relocation to another work location, only the employee's official
16 personnel file may be transferred to the employee's new work location. In accordance
17 with Section 2 below, upon the employee's request, such file may be reviewed by the
18 employee prior to the transfer of the file. Material pertaining to an employee's conduct,
19 performance, and/or of a disciplinary nature shall be identical in both the local and
20 official files. Under no circumstances shall an employee's medical file be contained in
21 the employee's personnel file; however, records of personnel actions based upon
22 medical information may be kept in the personnel file. Grievance forms and decisions
23 shall not be contained in an employee's personnel file. All material placed in a
24 personnel file shall either be signed by the employee indicating receipt of a copy of
25 same or routinely supplied to the employee, except material related to routine
26 non-disciplinary personnel transactions.

27
28 For purposes of this Article, notes kept by a supervisor shall not be considered a
29 personnel file. Such notes shall be kept in a confidential manner and shall be
30 considered the property of the maker of such notes, and shall be placed in the
31 employee's personnel file only if the employee is provided a copy and shall not be used
32 for purposes of discipline unless placed in the employee's official personnel file.

33
34 If an employee disagrees with anything contained in his/her personnel file, the
35 employee may seek removal or correction of same. If no agreement is made to remove
36 or correct the information, the employee may submit a written statement explaining
37 his/her position, and it shall be entered into the file and/or the Employee may file a
38 grievance regarding the removal or correction of the information.

39
40 **Section 2. Access.**

41 Access to and usage of individual personnel files shall normally be during non-working
42 hours, including lunch and break periods, and in accordance with applicable law and
43 shall be restricted to authorized management personnel, the employee and/or the Union
44 representative when authorized in writing by the employee. An employee shall have the
45 right, upon request, to review his/her personnel file at reasonable intervals and may be
46 accompanied by Union representative(s) if he/she so desires. Upon request, the

1 Employer shall make a copy of documents in a personnel file and furnish such copies to
2 the employee. The employee shall bear the cost of such duplication.

3
4 Pre-employment information or information provided the State with the specific request
5 that it remain confidential, shall not be subject to inspection or copying.

6
7 **Section 3. Employee Notification.**

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

13
14 **Section 4. Non-Job Related Information.**

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

17
18 **Section 5. Time Limits.**

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

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

36
37 **Section 6. Confidentiality of Records.**

38 A. General: This Article shall not be construed to expand or diminish a right of access
39 to records as provided by the Freedom of Information Act, being Act 442 of Public
40 Acts of 1976, nor as provided by the Bullard Plawecki Employee Right to Know Act,
41 being Act 397 of Public Acts of 1978.

42
43 B. Medical Records: To insure strict confidentiality, medical records and reports made
44 or obtained by the Employer shall not be contained in or released in conjunction with
45 the employee's personnel file. Only authorized Employer Representatives, the

1 employee, and a Union Representative authorized by the employee in writing, shall
2 possess or have access to such records.

3
4 This provision shall not prevent the Employer from placing information in the
5 employee's medical file which reflects Employer-initiated correspondence with a
6 medical practitioner, or the employee, regarding diagnosis, prognosis, and fitness for
7 employment, or absences from work associated therewith, nor from placing copies
8 of records and reports containing conclusions by the Employer or the practitioner
9 concerning the employee's fitness for duty, based upon proper medical reports and
10 records, in such file. This file may be reviewed by the employee and/or Union
11 Representative in the same manner as the personnel file.

12
13 Nothing in this section prohibits the Employer from furnishing or otherwise releasing
14 medical reports or records made or obtained by the Employer, where the employee
15 whose records are in question has him/herself, or his/her agent, filed a grievance
16 under the contract, a complaint/claim with a governmental agency, or a legal action
17 in court and the content of such records is pertinent to the grievance, complaint or
18 legal action. Under such circumstances the employee will be deemed to have
19 waived the right to maintain the confidentiality of his/her own records. A similar
20 waiver will be deemed to have occurred in the circumstance where an employee
21 appears as a witness in behalf of another employee or his/her agent. The medical
22 records in the Employer's possession pertaining to such witness if pertinent to the
23 proceedings will be subject to disclosure. When medical records have been lawfully
24 subpoenaed the Employer will comply with such subpoena.

25
26 **ARTICLE 20**
27 **Probationary Employees**

28
29 **Section 1. Definition.**

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

34
35 **ARTICLE 21**
36 **Applicable Law**

37
38 **Section 1. Definition.**

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

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

3
4 **ARTICLE 22**
5 **Maintenance of Benefits**
6

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

8 Economic benefits, which were in effect on the effective date of this Agreement, and
9 which are not specifically provided for or abridged by this Agreement, will continue in
10 effect under conditions upon which they had been previously granted, throughout the
11 life of this Agreement, unless altered by mutual consent of the Employer and the Union
12 and approved by the Civil Service Commission.
13

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

15 The Employer agrees that, in accordance with the current Civil Service Commission
16 Rules and Regulations, terms and conditions of employment which are deemed to be
17 mandatory subjects of bargaining which are in effect on the effective date of this
18 Agreement will continue in effect throughout the life of this Agreement under the
19 conditions upon which they were previously granted, unless otherwise provided for or
20 abridged by this Agreement or the Civil Service Commission, or unless altered by
21 mutual agreement between the Employer and the Union through good faith negotiations
22 and approved by the Civil Service Commission.
23

24 If, in the course of making determinations on matters not deemed to be mandatory
25 subjects of bargaining, such determinations will produce substantial adverse impact
26 upon such conditions of employment, the Employer will negotiate in good faith the
27 modification and remedy of such resulting impact.
28

29 **ARTICLE 23**
30 **Miscellaneous**
31

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

33 The parties recognize that this Agreement is subject to the Rules of the Civil Service
34 Commission and the Civil Service Compensation Plan. The parties therefore adopt and
35 incorporate herein such Rules and implementing documents and provisions of the
36 Compensation Plan as they existed on the effective date of this Agreement which
37 address wages, hours, terms and conditions of employment that are mandatory
38 subjects of bargaining as defined by the Civil Service Rules and Regulations, provided
39 that the subject matter of such Rules and Compensation Plan is not covered in this
40 Agreement.
41

42 If the subject matter of any such Rule or provision of the Compensation Plan regarding
43 a proper subject of bargaining is addressed in this Agreement, the provisions of this
44 Agreement shall govern entirely.
45

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

7
8 **Section 2. Non-Discrimination.**

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

19
20 There shall be no discrimination, interference, restraint or coercion by the Employer or
21 the Union against any employee because of Union membership or non-membership or
22 activity or because of any activity protected by the Employee Relations Policy or
23 permitted by this Agreement. However, claims of disciplinary action based upon such
24 discrimination, interference, restraint or coercion shall be appealable either under the
25 Grievance Procedure of this Agreement or applicable Civil Service Rules, but not both.

26
27 Employees shall be protected from reprisal for the lawful disclosure of the violation of
28 law, rule or regulation or mismanagement or abuse of authority.

29
30 Problems or questions regarding discrimination shall be subjects of Labor-Management
31 meetings.

32
33 **Section 3. Wage Assignments and Garnishments.**

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

38
39 **Section 4. Sexual Harassment.**

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

43
44 **Section 5. Polygraph Tests.**

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

1 examination.

2
3 However, if any employee consents to a polygraph examination, the results of that
4 examination may not be used or offered in any judicial or quasi-judicial proceeding
5 (other than grievance-arbitration proceedings under this Agreement) unless required by
6 court order.

7
8 **Section 6. Work Rules.**

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

13
14 A. The Union shall be provided a copy of the proposed issuance ten (10) calendar days
15 prior to its intended implementation date.

16
17 B. The Union shall be entitled to offer any comments or suggested modifications it
18 desires to the issuance prior to its implementation.

19
20 C. The provisions of A and B of this Section shall not be applicable during periods of
21 emergency; provided, however, that the Union shall be advised by the Employer of
22 the reason for the emergency.

23
24 D. No Appointing Authority may promulgate and/or implement any work rules which
25 contradict the provisions of this Agreement. Work rules developed after the effective
26 date of this Agreement shall not be enforceable unless promulgated in accordance
27 with the provisions of this section.

28
29 Nothing in this Agreement shall operate to restrict any operating unit of the Employer
30 from establishing work rules, provided the provisions of this Section have been
31 observed.

32
33 Any grievance pertaining to a work rule shall be limited to a claim that the application of
34 a particular work rule violates a specific written provision of this Agreement.

35
36 Work rules promulgated by the Department of Community Health will be applied on a
37 Department-wide basis.

38
39 **Section 7. Notice of Examination.**

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

43
44 If a Civil Service examination is only given during an employee's regular work hours and
45 the examination can not be taken on a rescheduled basis within four weeks of its

1 originally scheduled date, upon written request, the employee will be granted time off to
2 take the examination without loss of pay provided:

3
4 A. The employee provides the maximum possible advance notice to the Employer;

5
6 B. Such absence does not substantially interfere with the Employer's operations at the
7 employee's work location.

8
9 Such requests shall not be unreasonably denied.

10
11 **Section 8. In-Service Training.**

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

17
18 Where the employer requires an employee to attend training, the employer will either
19 provide the training or pay for the training. Employees directed to attend job training
20 shall do so as a job duty and the employee shall be in pay status while attending and
21 traveling to/from such training. Expenses incurred by an employee while attending such
22 training shall be reimbursed in accordance with the applicable travel regulations. In
23 furnishing information to employees, handbooks, summaries and other suitable formats
24 may be used.

25
26 **Section 9. Printing Agreement.**

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

36
37 **Section 10. Secondary Negotiations and Agreements.**

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

41
42 No provisions of any secondary agreements shall supersede or conflict with any
43 provisions of the primary Agreement and no secondary agreement shall become
44 effective until and unless it has been reviewed and approved by the Union, the Office of
45 the State Employer, and the Civil Service Commission.

1 Upon the request of either party to commence secondary negotiations, said negotiations
2 shall begin. All secondary negotiations shall be concluded within ninety (90) calendar
3 days after the effective date of this Agreement.
4

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

6 The Employer or insurance carrier will reimburse the employee for the cost of repairing
7 or replacing personal effects (possessions owned by the employee) including motor
8 vehicles damaged, stolen or lost while the employee is in the line of duty, in accordance
9 with applicable laws and/or regulations of the State Administrative Board (Chapter 9,
10 Section 2 of the Department of Management and Budget Administrative manual) in
11 effect on the effective date of this Agreement, or as subsequently altered as to
12 allowable maximum dollar amount.
13

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

15 Within budgetary and space limitations, the Employer will provide secure storage space
16 for wearing apparel and personal property of an employee. The Employer shall be held
17 harmless for the loss or theft of any apparel or property which the employee may suffer
18 as a result of such storage space.
19

20 **Section 13. Tools and Equipment.**

21 The Employer agrees that when tools and equipment are furnished by the Employer
22 they shall be in safe working condition, and they shall be maintained by the employee in
23 such condition. Employees shall not use such tools and equipment for personal use
24 except as expressly authorized by management.
25

26 All items provided above remain the property of the Employer. Upon separation, all
27 items, other than those worn out through normal use, must be returned (or paid for) by
28 the employee before the final paycheck will be issued.
29

30 **Section 14. Legal Services.**

31 Whenever any civil action is commenced against any employee alleging negligence or
32 other actionable conduct, if the employee was in the course of employment at the time
33 of the alleged conduct and had a reasonable basis for believing that the conduct was
34 within the scope of the authority delegated to the employee, the Appointing Authority in
35 cooperation with the Attorney General shall as a condition of employment, pay for or
36 engage or, at its option, furnish the services of an attorney to advise the employee and
37 to appear for and represent the employee in the action. No such legal services shall be
38 required in connection with prosecution of a criminal suit against an employee. Nothing
39 in this Section shall require the reimbursement of any employee or insurer for legal
40 services to which the employee is entitled pursuant to any policy of insurance.
41

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

1 **Section 15. Jury Duty.**

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

7
8 Employees must report to work if released by the court when they will have at least two
9 (2) hours of the employee's shift remaining when they arrive at the work site.
10 Employees may keep jury duty compensation by charging the period of absence to
11 either annual leave or lost time.

12
13 **Section 16. Union Presentations.**

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

17
18 **Section 17. Supplemental Employment.**

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

- 21
22 A. The supplemental employment must in no way conflict or interfere with State
23 employment, and
24 B. The supplemental employment must not present a conflict of interest as defined by
25 Civil Service Rules and implementing procedures, and
26 C. The employee must secure the written approval of the Departmental Employer in
27 accordance with Civil Service Rules.

28
29 Should the Employer believe that an employee's supplemental employment interferes
30 with State employment or is not in accordance with this Agreement, the employee shall
31 be given reasonable time to promptly terminate the supplemental employment before
32 the imposition of disciplinary action.

33
34 **Section 18. Child Care.**

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

38
39 **Section 19. Commercial Drivers License.**

40 As a result of recent Federal statutory requirements, the State of Michigan enacted Act
41 346 of 1988. The parties agree that as a result of these statutory requirements some
42 employees within the Technical Bargaining Unit may be required to obtain and retain a
43 Commercial Drivers License (CDL) to continue to perform certain duties for the State.

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

3
4 In order to implement this provision, the parties agree to the following:

5
6 A. The Employer will reimburse the cost of obtaining and renewing the required CDL
7 group license and endorsements for those employees in positions where such
8 license and endorsements are required.

9
10 B. The Employer will reimburse, on a one time basis, the fee for the skills test, if
11 required, provided the skills test is not being required because of the employee's
12 poor driving record. In that case, the employee is responsible for the cost of the
13 skills test. Where a skills test is required, the employee will be permitted to utilize
14 the appropriate state vehicle.

15
16 C. Employees shall be eligible for one grant of administrative leave to take the test to
17 obtain or renew the CDL. Should the employee fail the test initially, the employee
18 shall complete the necessary requirements on non-work time.

19
20 D. Employees reassigned to a position requiring a CDL shall be eligible for
21 reimbursement and administrative leave in accordance with paragraphs 1, 2, and 3
22 of this Section.

23
24 E. Employees desiring to transfer, promote, bump or be recalled to a position requiring
25 a CDL are not eligible for reimbursement for obtaining the initial CDL but shall be
26 eligible for reimbursement for renewals.

27
28 F. Employees who fail to obtain, or retain, a CDL may be subject to removal from their
29 positions. Employees who fail required tests may seek a 90 day extension of their
30 current license, during which the Employer will retain the employee in his or her
31 current or equivalent position. The Employer shall not be responsible for any fees
32 associated with such extensions.

33
34 At the end of the 90 day extension, if the employee fails to pass all required tests,
35 the employee may be reassigned at the Employer's discretion, in accordance with
36 applicable contractual provisions, to an available position not requiring a CDL for
37 which the employee is qualified, or, if no position is available the employee will be
38 laid off without bumping rights and will be placed on the Departmental Recall List,
39 subject to recall in accordance with this Agreement.

40
41 Those employees not choosing to extend their license for the 90 day period will be
42 removed from their positions at the expiration of their current license and may be
43 reassigned at the Employer's discretion, in accordance with applicable contractual
44 provisions, to an available position not requiring a CDL for which the employee
45 qualifies, or if no position is available, he or she will be laid off without bumping
46 rights and will be placed on the Departmental Recall list.

- 1
2 G. Employees required to obtain a medical certification of fitness shall have the
3 "Examination to Determine Physical Condition of Drivers" form filed in their medical
4 file. A copy of the medical "Examiners Certificate" shall be placed in their personnel
5 file. The Employer agrees to pay for the examination and to grant administrative
6 leave for the time necessary to complete the examination. The fitness standards for
7 a CDL are unchanged from current Federal Department of Transportation Standards
8 and Michigan Motor Carrier Standards.
9
- 10 H. Employees who do not meet the required physical standards but who are otherwise
11 qualified for a CDL may apply for a waiver to the Motor Carrier Appeal Board.
12
- 13 I. Those employees employed by the State as intra-state drivers prior to June 10, 1984
14 shall be grandparented into the process and thereby be exempt from the medical
15 certification requirement.
16

ARTICLE 24
Compensation

Section 1. General Wages.

17
18
19
20
21 *(Pursuant to the previous economic agreement for FY 2007-2008, effective the*
22 *beginning of the first full pay period in April, 2008, each hourly rate shall be increased*
23 *by 2%.)*

- 24
- 25 A. Fiscal Year 2008-2009: On October 1, 2008, the hourly rate in effect on September
26 30, 2008 shall remain in effect.
- 27 B. Fiscal Year 2009-2010: On October 1, 2009, each hourly rate shall be increased by
28 1% (one percent).
- 29 C. Fiscal Year 2010-2011: On October 1, 2010, each hourly rate shall be increased by
30 3% (three percent).
- 31 D. Rates Of Compensation.
32 Effective October 1, 2005, a new base step will be added to each level of each pay
33 range which shall be the current base step minus the difference between the current
34 base step and the first step. In the event that the creation of such a new base step
35 results in an employee employed in this bargaining unit on January 1, 2005 being
36 placed at a lower pay rate upon promotion than they would have received under the
37 pay range structure in place on September 30, 2005, the employer will utilize
38 provisions of Civil Service Regulation 5.01 Section 3.d.3.a(3) to grant an additional
39 step.

1 **Section 2. Shift Differential.**

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

5
6 An employee shall earn no shift differential while on sick, annual, compensatory,
7 holiday, personal or administrative leave. However, it is expressly agreed that if an
8 employee is released from his/her work schedule pursuant to the provisions of this
9 Agreement, and if the employee would be entitled by other provisions of this Agreement
10 to pay for such released time, and if such released time would be paid a shift differential
11 if worked, then such released time shall be paid the shift differential. The activities for
12 which the shift differential will be paid are:

13
14 Grievance Processing, including witness time;
15 Labor Management Meetings;
16 Health and Safety Committee Meetings;
17 Affirmative Action Committee Meetings.

18
19 **Section 3. Hazard Pay.**

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

- 22
23 (1) Heights: Work on high structures in excess of forty (40) feet, which requires the
24 use of scaffolding or safety harnesses. Work performed from safety buckets
25 (aerial equipment) is not considered high structure work.
26
27 (2) Tunnels: Work in tunnels (new construction or reconstruction where mining
28 equipment is involved). Work in caissons is not considered tunnel work.

29
30 B. Rate: An employee who meets the criteria in Subsection A above shall be paid one
31 dollar (\$1.00), for each hour worked on high structures or in tunnels, with a minimum
32 of four (4) hours hazard pay per exposure day. Hazard pay shall be in addition to,
33 and not a part of, the base pay.

34
35 C. Study Committee:

- 36 (1) The parties agree to establish a committee within each Department for the
37 purpose of determining means and methods for identifying hazards and
38 hazardous conditions and for effectively dealing with those hazards and
39 hazardous conditions.
40
41 (2) Each committee shall be composed of two (2) members to be selected by and
42 employed by the Department and two (2) members selected by the Union and
43 employed in the Department. The Union members will be granted
44 Administrative Leave for all approved time related to these committees. Such
45 committees shall meet as often as necessary but for no longer than a sixty (60)
46 day period following the initial session during any contract year.

1
2 (3) At the conclusion of this period any joint recommendations arrived at by these
3 committees shall be provided to the respective Departmental Employer for its
4 consideration for implementation.

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

11
12 **Section 4. Prison "P" Rate.**

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

19
20 The following interpretive criteria shall apply in determining employee eligibility for
21 "P" rate pay:

22
23 (1) Within the Department of Corrections, the position in question must be
24 physically located within an institution under the jurisdiction of the Bureau of
25 Correctional Facilities. Positions in other Departments must supervise
26 residents assigned from the Bureau of Correctional Facilities.

27
28 (2) A position where the work location is within the security perimeter of a medium,
29 close or maximum custody correctional facility, thereby placing the employee in
30 an environment where physical confrontation will occur, is one in which the
31 employee is eligible.

32
33 (3) "Regular and recurring" is defined as contact with residents in person, twenty
34 five percent (25%) or more of the work time, in an environment that would
35 permit a physical act to occur.

36
37 (4) An employee working in a "covered position" within the meaning of P.A. 302 of
38 1977, as amended, is eligible.

39
40 B. Regular "P Rate": An employee who meets the criteria in Subsection A, paragraphs
41 (1) through (3) above, shall be paid 40 cents per hour for all hours in pay status.
42 Prison "P" rate shall be in addition to, and not a part of, the employee's base pay.
43 Effective upon ratification of this agreement by the Civil Service Commission, an
44 employee who meets the criteria in Subsection A, paragraph (4) above, shall also be
45 entitled to the 40 cents per hour "P" rate as described above.

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

- 6
7 (1) Employees with at least two (2) years of continuous service who are eligible for
8 "P" rate premium under Subsection A, above, who are assigned to close,
9 maximum and administrative segregation work units within a Department of
10 Corrections, Bureau of Correctional Facilities Institution which is designated by
11 the Michigan Corrections Commission as having: A close, maximum or
12 administrative segregation overall rating, or a close/medium overall rating with
13 an administrative segregation unit shall be paid 50 cents per hour for all hours
14 in pay status. Such payment shall be in addition to, and not part of, the
15 employees' base pay. In the event that any disputes arise with respect to
16 application of Article 24, Section 4B - High Security "P" rate, these disputes
17 shall be subject to the grievance procedure.

18
19 **Section 5. On-Call Pay.**

- 20 A. Definition: On-call is defined as the scheduled state of availability, outside the
21 scheduled hours of work, to return to duty, work ready, within a specified period of
22 time. General availability of an employee as "back-up" to working personnel in the
23 event of extreme emergency is not considered on-call status.
24
25 B. Criteria: An employee scheduled by the Employer for on-call duty is required to
26 remain available through a pre-arranged means of communication. An employee so
27 scheduled who is not available when contact is attempted, or who is not able or
28 willing to report to duty, work ready, within the prescribed time shall not be eligible
29 for on-call compensation for that date.
30
31 C. Compensation Rate: An employee scheduled for on-call duty shall be compensated
32 at the rate of one (1) hour of base pay for each five (5) hours in on-call duty status.
33 On-call hours shall not be considered hours worked for any purposes other than the
34 payment provided herein, and no overtime payment shall be made for such on-call
35 hours.
36
37 D. Recall While in On-Call Status: An employee who, at the Employer's direction,
38 actually returns to duty while in on-call status shall be compensated for those hours
39 actually worked in accordance with Article 17, Hours of Work, Section 7.

40
41 **Section 6. Longevity.**

42 A. Eligibility:

- 43 (1) Career employees who separate from state service and return and complete
44 five years (10,400 hours) of full-time continuous service prior to October first of
45 any year shall have placed to their credit all previous state classified service
46 earned.

- 1
2 (2) To be eligible for a full annual longevity payment after the initial payment, a
3 career employee must have completed continuous full-time classified service
4 equal to the service required for original eligibility, plus a minimum of one
5 additional year (2080 hours).
6
7 (3) Career employees rendering seasonal, intermittent or other part-time classified
8 service shall, after establishing original eligibility, be entitled to subsequent
9 annual payments on a pro rata basis for the number of hours in pay status
10 during the longevity year.
11
12 B. Payments: Payment shall be made in accordance with the table of longevity values
13 based on length of service as of October 1.
14
15 (1) No active employee shall receive more than the amount scheduled for one
16 annual longevity payment during any twelve month period except in the event
17 of retirement or death, or as provided in paragraph 7 of this sub-section.
18
19 (2) Initial payments—employees qualify for their initial payment by completing an
20 aggregate of five years (10,400 hours) of continuous service prior to October 1.
21 The initial payment shall always be a full payment (no proration).
22
23 (3) Annual payments
24
25 a. Employees qualify for full annual payment by completing 2,080 hours of
26 continuous service during the longevity year.
27
28 b. Employees who are in pay status less than 2,080 hours shall receive a pro
29 rata annual payment based on the number of hours in pay status during the
30 longevity year.
31
32 (4) Payments to employees who become eligible on October 1 of any year shall be
33 made on the pay date following the first full pay period in October; except that
34 pro rata payments in case of retirement or death shall be made as soon as
35 practicable thereafter.
36
37 (5) Lost time considerations
38
39 a. Lost time is not creditable continuous service nor does it count in qualifying
40 for an initial or an annual payment.
41
42 b. Employees do not earn state service credit in excess of 80 hours in a bi-
43 weekly pay period. Paid overtime does not offset lost time, except where
44 both occur in the same pay period.
45

1 (6) Payment to employees on leave of absence without pay and layoff on October
2 1.

3
4 a. An employee on other than a waived rights leave of absence, who was in
5 pay status less than 2,080 hours during the longevity year, will receive a pro
6 rata annual payment based on the number of hours in pay status during the
7 longevity year; such payment shall be made on the pay date following the
8 first full pay period in October.

9
10 b. An employee on a waived rights leave of absence will receive a pro rata
11 longevity payment upon returning from leave.

12
13 (7) Effective with the pay period beginning August 20, 2000 the anniversary date
14 longevity system will be discontinued. Payments for the conversion period will
15 be as outlined below.

16
17 a. If the employee has more than 12,480 hours prior to October 1, 2000 and
18 has received a longevity payment since the end of the last fiscal year, the
19 employee shall receive a pro-rated payment in October 2000 based on the
20 number of hours in pay status between the longevity anniversary date and
21 October 1, 2000.

22
23 b. If the employee has more than 12,480 hours of continuous service prior to
24 October 1, 2000 and has not received a longevity payment since September
25 30, 1999, the employee's longevity payment in October, 2000 will be
26 calculated based on the number of hours in pay status between his/her last
27 longevity anniversary date and October 1, 2000, as a percentage of 2,080
28 hours. If an employee is scheduled to receive an anniversary longevity
29 payment on or after August 20, 2000 but before October 1, 2000, the
30 employee's longevity payment in October, 2000 will include both the
31 anniversary longevity payment amount and an additional amount based on
32 the number of hours the employee has been in pay status between the
33 longevity anniversary date and October 1, 2000.

34
35 (8) Payment at retirement or death.

36
37 An employee with 10,400 hours of currently continuous service, who separates
38 by reason of retirement or death, shall qualify and receive both a terminal and a
39 supplemental payment as follows:

40
41 a. A terminal payment, which shall be either:

42 1. A full initial longevity payment based upon the total years of both current
43 and prior service, if the employee has not yet received an initial longevity
44 payment; or,

1 2. A pro rata payment for time worked from the preceding October 1 to the
2 date of separation, if previously qualified. The pro rata payment is based
3 on hours in pay status since October 1 of the current fiscal year.
4

5 b. A supplemental payment for all time previously not counted in determining
6 the amount of prior longevity payments, if any.
7

8 C. Longevity Overtime: Upon conversion, the regular rate add-on for longevity will be
9 calculated and paid retroactively for overtime worked in the previous fiscal year.
10 This amount will be included in the longevity payment. In 2000 only, the regular rate
11 add-on for longevity will be calculated retroactively for overtime worked on and
12 between August 20, 2000 and September 30, 2000, and will be paid with the
13 longevity payment in the first full pay period in October 2000.
14

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

16 (In accordance with Civil Service Rule 6-3.2, the parties cannot negotiate working out of
17 class as it is a prohibited subject of bargaining.)
18

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

20 A. General Emergency: Conditions of general emergency include, but are not
21 necessarily limited to, severe or unusual weather, civil disturbances, loss of utilities,
22 physical plant failures, or similar occurrences. Such conditions may be widespread
23 or limited to specific work locations.
24

25 B. Administrative Determination: When conditions in an affected area or a specific
26 location warrant, State facilities may be ordered closed or, if closure is not possible
27 because of the necessity to continue services, a facility may be declared
28 inaccessible. The decision to close a State facility or to declare it inaccessible will
29 be at the full discretion of the Governor or his/her designated representative.
30

31 C. Compensation in Situation of Closure: When a state facility is closed by the
32 Governor or his/her designated representative, affected employees will be
33 authorized administrative leave not to exceed a period of seven (7) calendar days to
34 cover their normally scheduled hours of work during the period of closure.
35

36 Individual employees of facilities ordered closed may be required to work to perform
37 essential services during the period of closure. When such is the case, these
38 employees will be compensated in the manner prescribed for employees who work
39 under conditions of declared inaccessibility. (See D)
40

41 D. Compensation in Situation of Inaccessibility: If a State facility has not been closed
42 but declared inaccessible in accordance with the Governor's policy, and an
43 employee is unable to report for work due to such conditions, he/she will be granted
44 administrative leave to cover his/her normally scheduled hours of work during the
45 period of declared inaccessibility.
46

1 An employee who works at a State facility during a declared period of inaccessibility
2 will be paid his/her regular salary and, if overtime work is required, in accordance
3 with the overtime pay provisions of this Agreement. In addition, such employees will
4 be granted compensatory time off (within a reasonable period of time) equal to the
5 number of hours worked during the period of declared inaccessibility.
6

7 E. Additional Timekeeping Procedures: If a State facility has not been closed or
8 declared inaccessible during severe weather or other emergency conditions, an
9 employee unable to report to work because of these conditions will be allowed to
10 use annual leave or compensatory time credits. If sufficient credits are not available,
11 the employee shall be placed on lost time.
12

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

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

22 **Section 9. Severance Pay.**

23 In recognition of the fact that the de-institutionalization of the Department of Mental
24 Health resident population has resulted and will continue to result in the layoff of a large
25 number of State employees, and in recognition of the fact that such layoffs are likely to
26 result in the permanent termination of the employment relationship, the parties hereby
27 agree to the establishment of severance pay for certain employees.
28

29 A. Definitions:

30 (1) Layoff -- For purposes of this Section, layoff is defined as the termination of
31 active State employment solely as a direct result of a reduction in force. Other
32 separations from active State employment such as leaves of absence,
33 resignation, suspension or dismissal shall not be considered a layoff under the
34 terms of this section.
35

36 (2) Week's Pay -- Week's Pay is defined as an employee's gross pay for forty (40)
37 hours of work at straight time, excluding any differential or premium pay, at the
38 time of layoff.
39

40 (3) Year of Service -- Year of Service is defined as 2088 hours recorded in the
41 Continuous Service Hours counter (see chart below).
42

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

1
2 (1) Employees who are in less than satisfactory employment status.

3
4 (2) Employees eligible to receive retirement pay at time of layoff.

5
6 (3) Employees with a temporary or limited term appointment having a definite
7 termination date.

8
9 C. Time and Method of Payment: After an employee has been laid off for six (6)
10 months in accordance with the provisions of this Section, he/she shall be notified by
11 the Agency in writing that he/she has the option of remaining on the recall list(s) or of
12 accepting a lump sum severance payment and thereby forfeiting all recall rights.
13 The employee must notify the Agency in writing of his/her decision either to accept
14 the severance payment or to retain recall rights. An employee who does not notify
15 the Agency in writing of his/her decision shall be deemed to have elected to retain
16 recall rights.

17
18 If the employee chooses to remain on recall and rejects the payment, the employee
19 has the option at any time within the next six (6) months of accepting the lump sum
20 severance payment and thereby forfeiting all recall rights. An employee who
21 reaches such decision during the second six (6) month period shall notify the
22 Agency in writing of his/her decision.

23
24 An employee who has been laid off for twelve (12) months shall be notified by the
25 Agency in writing that he/she must choose either to accept the lump sum severance
26 payment or to reject such payment. By rejecting such payment, the employee shall
27 retain recall rights in conformance with the provisions of this Agreement and shall
28 have no further opportunity to receive severance payment. The employee must
29 notify the Agency in writing of his/her decision within fourteen (14) calendar days of
30 receipt of the Agency's notification. An employee who does not notify the Agency in
31 writing of his/her decision to accept the severance payment shall be deemed to have
32 permanently rejected such payment and to have retained recall rights in accordance
33 with Article 13. If an employee elects to accept the lump sum payment, the
34 employee's name shall be removed from all recall lists and such payment shall be
35 made by the Agency within sixty (60) calendar days of receipt of the employee's
36 decision.

37
38 D. Disqualification: An employee laid off as defined in this Section who has not elected
39 in writing to accept severance payment shall be disqualified from receiving such
40 payment under the following conditions:

41 (1) If the employee is deceased.

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

43 a. If such employment requires a probationary period, upon successful
44 completion of such period.
45

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

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

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

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

9
10 E. Effect of Recall:

11
12 (1) An employee temporarily recalled for sixty (60) calendar days or less shall have
13 such time bridged for purposes of counting the time in accordance with
14 Subsection C above.

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

19
20 F. Effect of Hiring: If an employee has accepted severance payment and is hired in the
21 State Classified Service or into a State funded position caring for residents within
22 two (2) years of the acceptance of severance payment, such employee shall repay
23 to the State the full net (gross less employee's FICA and income taxes) amount of
24 the severance payment received. Such repayment shall not be required until after
25 the employee has successfully completed a required probationary period. Once
26 such employee has successfully completed the required probationary period, that
27 employee shall have a one (1) year period to make the repayment to the Agency
28 from which the severance payment was received. The details of the method and
29 time schedule for such repayment shall be discussed between the employee and the
30 Agency and reduced to writing and signed by the employee and the Appointing
31 Authority or designee of the Agency. In cases of unusual hardship and by mutual
32 consent the one year period may be extended.

33
34 G. Payment: An employee who elects in writing to receive severance pay shall receive
35 an explanation of the terms of such severance pay. The Office of the State
36 Employer shall develop a form which explains to such employee all the conditions
37 attendant to acceptance of severance pay. The employee and Appointing Authority
38 or designee shall sign this form and the signatures shall be witnessed.

39
40 No employee is entitled to receive severance payment until and unless he/she has
41 signed the above mentioned form. The employee shall receive a carbon copy of the
42 signed form.

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

- 6
- 7 (1) Employees who have from one (1) through five (5) years of service: One
8 week's pay for every full completed year of service, years 1-5;
9
- 10 (2) Employees who have more than six (6) full years of service: Two week's pay
11 for every full completed year of service, years 6-10;
12
- 13 (3) Employees who have more than eleven (11) full years of service: Three week's
14 pay for every full completed year of service from year 11 on. For amounts, see
15 attached schedule.
16

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

20

21 The Agency shall calculate the average number of hours such employee
22 worked for the calendar year preceding such employee's layoff. This number
23 shall then be used to determine the proportion of such employee's time in
24 relation to full-time employment. This proportion shall then be applied to the
25 above payment schedule for purposes of payment. (See attached example).
26

27 However, no employee shall be entitled to receive more than fifty two (52)
28 weeks of severance pay.
29

30 H. Effect on Retirement: The acceptance or rejection of severance pay shall have no
31 effect on vested pension rights under the Retirement Act. The parties agree that the
32 severance payment shall not be included in the computation of compensation for the
33 purpose of calculating retirement benefits and will seek and support statutory
34 change if such legislation is necessary to so provide.
35

36 I. Effective Date: The provisions of this Section shall apply to employees in the
37 Technical Unit in the Department of Mental Health laid off on or after October 1,
38 1983.
39

Severance Pay Schedule

Hours	Years	Week's Pay
2088 - 4176	1	1
4177 - 6264	2	2

Agreement Between
The State of Michigan and The United Technical Employees Association

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.		

1
2 Average number of hours worked in previous calendar year: 1980
3 Full time employee hours: 2088
4 Proportion (or percentage) 1980/2088 = 94.8%
5 $.948 \times \$S.P. = \$Gross\ Amount\ to\ be\ paid$
6 S.P. = Severance Payment from schedule
7

8 **Section 10. Safety Shoes.**

9 In accordance with the provisions of Article 14, Section 10, where safety shoes are
10 required, an employee, at his/her option, may elect to receive shoes provided by the
11 employer or receive an allowance of up to \$125.00 plus any medically required options,
12 once per calendar year or, at the employee's option, receive an allowance of \$250.00
13 every 2 calendar years. An employee who demonstrates to the Employer the need for
14 replacement safety shoes within the year, will, at the employee's option, be provided
15 with replacements by the Employer in accordance with current practices or be
16 reimbursed by the Employer up to \$50 (supported by a receipt) for the purchase of
17 replacement safety shoes. In no event shall such allowance or reimbursement exceed
18 the actual cost of the employee purchased protective item.
19

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

21 Employees selected by the Employer to participate in promotional interviews within the
22 employee's own Department shall be released from work with pay for necessary travel
23 time to and from the interview and for the interview itself. Travel expenses are not
24 authorized.
25

26 **Section 12. Special Pay Application.**

27 Upon appointment to a different classification series where the employee does not meet
28 the experience requirements for the journey (experienced) level, the employee's rate of
29 pay shall be maintained at the previous rate until the employee becomes eligible for the
30 experienced level of the new classification series, provided the previous rate of pay
31 does not exceed the maximum of the new experienced level class. In such case, the
32 employee shall be paid at the maximum of the new experienced level class.
33

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

35 Effective October 1, 2005, Dental Hygienists shall be paid the gross sum of \$125 per
36 year as a clothing/cleaning allowance. Such payment shall be made on the first pay
37 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

1 practitioner is licensed by a State, and only if such appointment is a result of a direct
2 referral by a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.).
3

4 An employee may also use sick leave for a health screening appointment at an
5 authorized Employer operated health screening unit.
6

7 C. Disability Payment: In case of work incapacitating injury or illness for which an
8 employee is or may be eligible for work disability benefits under the Michigan
9 Workers Disability Compensation Law, such employee may be allowed salary
10 payment which, with the work disability benefit, and any other statutory benefit,
11 equals two-thirds (2/3) of the base salary or wage. Leave credits may be utilized to
12 the extent of the difference between such payment and the employee's base salary
13 or wage.
14

15 D. Pay for Accumulated Sick Leave: An employee who separates from the State
16 Classified Service for retirement purposes in accordance with the provisions of a
17 State Retirement Act shall be paid for fifty percent (50%) of unused accumulated
18 sick leave as of the effective date of separation, at the employee's final base rate of
19 pay.
20

21 In case of the death of an employee, payment of fifty percent (50%) of unused
22 accumulated sick leave shall be made to the beneficiary or estate, at the employee's
23 final base rate of pay.
24

25 Upon separation from the state classified service for any reason other than
26 retirement or death, the employee shall be paid for a percentage of unused
27 accumulated sick leave in accordance with the following table of values. Payment
28 shall be made at the employee's final base rate of pay.
29

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

37
38 No payoff under this Section shall be made to any employee initially appointed to the
39 state classified service on or after October 1, 1980.
40

41 E. Proof: All requests for use of sick leave shall be certified by the employee as to its
42 purpose. The Employer may require the employee to supply reasonable evidence of
43 the basis for use of sick leave which extends beyond three (3) scheduled working
44 days. The employee may also be required to furnish such proof of the basis for use
45 of sick leave of any amount of hours in such cases where an employee has been
46 previously disciplined and such discipline has not been overturned through the

1 grievance procedure. Such proof must be requested at or before the time of notice
2 of sick leave use and must be presented upon return to work.

3
4 Falsification of such evidence shall be cause for disciplinary action up to and
5 including discharge. The Employer may require that an employee, at the Employer's
6 cost, present medical certification of physical or mental fitness to continue working.

7
8 F. Return to Service: Previous unused sick leave allowance shall be placed to the
9 credit of a laid off employee upon return to permanent employment within three (3)
10 years of such layoff. A separated employee who received payment for unused
11 accumulated sick leave under this Section and who returns to service shall not be
12 credited with any previous sick leave allowance.

13
14 G. Transfer: Any employee who transfers, or who is reassigned without a break in
15 service from one principal Department to another shall be credited with any unused
16 accumulated sick leave balance by the principal Department to which transferred or
17 reassigned.

18
19 H. Assaulted Employee: Public Acts 414, 452, 212, & 280. Employees who meet the
20 definition of employee in the above Acts and who are injured (and disabled in
21 accordance with the Acts) during the course of their employment as a result of an
22 assault by a recipient of the State's services (or inmate) or as a result of helping
23 another employee in subduing a recipient or injured during an inmate riot shall
24 receive their full net wages as follows: The Employee shall receive in addition to
25 Worker's Compensation, a supplement from the Department which, together with
26 Worker's Compensation benefits, shall equal but not exceed the biweekly net wage
27 of the employee at the time of injury.

28
29 The employee shall not be entitled to such payment beyond the period of his/her
30 disability, nor beyond the eligibility period provided in the applicable Act. This
31 Section describes existing eligibility for compensation under the Acts, and
32 administration and entitlement under this Section may be subject to change in
33 response to legislative or court change.

34
35 **Section 2. Annual Leave.**

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

42
43 B. Allowance: Subsequent to the initial grant of sixteen (16) hours, annual leave shall
44 not be credited and available for use until the employee has completed 720 hours of
45 paid service in the initial appointment. Paid service in excess of eighty (80) hours in
46 a biweekly work period shall not be counted. An employee in a permanent or limited

1 term position shall be entitled to annual leave with pay for each eighty (80) hours of
2 paid service or to a prorated amount if paid service is less than eighty (80) hours in
3 the pay period as follows:

Annual Leave Table

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

4
5
6
7
8
9
10 C. Additional Allowance: Employees in a permanent or limited term position who have
11 completed five years (10,400 hours) of currently continuous service shall earn
12 annual leave with pay in accordance with their total classified service including
13 military leave, subsequent to January 1, 1938 as follows:

Additional Allowance Table

<u>Service Credit</u>	=	<u>Annual Leave</u>
5-10 yrs (10,400 - 20,799 hrs)	=	5.3 hrs/80 hrs 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.		

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28 Solely for the purpose of additional annual leave and longevity compensation, an
29 employee shall be allowed State Service Credit for: Employment in any non-elective
30 excepted or exempted position in a principal Department, the Legislature, or the
31 Supreme Court which immediately preceded entry into the State Classified Service,
32 or for which a leave of absence was not granted; up to five years of honorable
33 service in the Armed Forces of the United States subsequent to January 1, 1938, for
34 which a Military Leave of Absence would have been granted had the veteran been a
35 State Classified Employee at the time of entrance upon military service. When an
36 employee separates from employment and subsequently returns, military service
37 previously credited shall not count as current continuous state service for purposes
38 of re-qualifying for additional annual leave or longevity compensation if the employee
39 previously qualified for and received these benefits.

40
41 D. Crediting: Annual leave shall be credited at the end of the biweekly work period in
42 which eighty (80) hours of paid service is completed. Annual leave shall be
43 available for use only in biweekly work periods subsequent to the biweekly work
44 period in which it is earned.

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

14
15 No annual leave in excess of 240 hours shall be included in final average
16 compensation for purposes of calculating the level of retirement benefits.
17

Annual Leave Accumulation and Payoff Schedule
Accumulation and Payoff Limits

<u>Service Credit</u>	<u>Maximum Accumulation Hours</u>	<u>Maximum Payoff Hours</u>
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

18
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28
29 E. Transfer and Payoff: Employees who voluntarily transfer from one state department
30 to another shall be paid off at their current base rate of pay for their unused annual
31 leave. However, the employee may elect, in writing, to transfer up to eighty (80)
32 hours of accumulated annual leave. Annual leave in excess of eighty (80) hours, if
33 any, up to the maximum allowed in accordance with Subsection D immediately
34 above, may be transferred with the approval of the Departmental Employer to whose
35 service the employee transfers.

36
37 Employees who separate after completion of the initial 720 hours of service shall be
38 paid at their current hourly base rate for the balance of their unused annual leave.
39

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

45
46 G. Scheduling:

1 (1) Consistent with the operational needs of the Employer, annual leave may be
2 granted at such times during the year as requested by the employee, but only
3 up to the maximum amount of annual leave credits in an employee's account
4 prior to the initial date of the annual leave. "Operational needs of the employer"
5 is defined as any situation in which approval of the annual leave would require
6 or result in the payment of overtime or the temporary reassignment of other
7 personnel to the worksite affected.

8
9 The Employer reserves the right to cancel previously approved annual leave
10 and to require the employee to return to work within a reasonable period of
11 time, in the event of emergency.

12
13 Any holiday recognized in this Agreement which occurs during the approved
14 annual leave period will not be charged as annual leave time.

15
16 An employee on approved annual leave of three (3) consecutive work days or
17 more who becomes ill or is injured and thereby requires (1) hospitalization, (2)
18 emergency surgery/treatment and convalescence therefrom, or (3) return to
19 home and confinement thereto, may convert the period to sick leave upon
20 furnishing medical verification required by the Employer. An employee required
21 to return from approved annual leave because of death or unexpected illness of
22 a person for which sick leave could normally be used may convert such time to
23 sick leave upon furnishing appropriate verification required by the Employer.
24 When placing an employee on a medical leave of absence for which the
25 employee will be receiving benefits under the State's Long-term Disability
26 Insurance program, the Employer will not charge any paid time to the
27 employee's annual leave balance if the employee requests the Employer in
28 writing not to do so.

29
30 (2) Conflicts in Vacation Requests: Conflicts in requests for vacation of one (1)
31 week or longer shall be resolved among employees within a work site or work
32 unit on the basis of seniority. Requests for vacation of one (1) week or longer
33 shall be posted for viewing by all employees at the work site.

34
35 If no employee with more seniority applies for the same vacation period within
36 five (5) work days, the employee requesting the vacation shall be granted the
37 vacation time. Once a vacation has been selected and approved as provided
38 herein, such request shall not be superseded by the request of another
39 employee. Nothing shall preclude the Employer from granting other employees
40 the same period of time for their vacation period providing the operational
41 needs can be met.

42
43 Requests for annual leave usage of less than one (1) week shall be given
44 priority in the order received and will normally be submitted to the supervisor for
45 approval or disapproval at least one day before the desired leave time, unless

1 circumstances prevent the employee from making such request at least one
2 day before the desired leave time.

3
4 H. Annual Leave Buy Back: An employee laid off from State employment who is
5 recalled to a permanent position in a Department or Agency other than the one from
6 which he/she was laid off, on other than a temporary basis, may elect to buy back up
7 to eighty (80) hours of accrued annual leave which has been paid off. An employee
8 recalled to the Department and Agency from which he/she was laid off may elect to
9 buy back any portion of annual leave up to the amount paid off. An employee
10 electing this option shall buy back the annual leave in the manner currently provided
11 by Civil Service Rules and/or Procedures. Such payment shall be made to the
12 Department making the original payoff. Such option may be exercised only once per
13 recall, and may only be exercised during the first thirteen (13) pay periods of the
14 recall.

15
16 I. Annual Leave Freeze: An employee laid off from State employment may elect to
17 freeze annual leave up to the accrued balance at the time of layoff. Such balance
18 shall be retained until the employee elects to be paid off for the balance, or until the
19 employee's recall rights expire, whichever occurs first. Payoff shall be at the
20 employee's final base rate of pay.

21
22 **Section 3. Banked Leave Time.**

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

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

36
37 **Section 4. Holidays.**

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

43
44 New Years Day (January 1)
45 Martin Luther King Day (Third Monday in January)
46 President's Day (Third Monday in February)

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

12

13 B. Holiday Scheduling:

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

19

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

23

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

31

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

34

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

38

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

42

43 (3) The employee's first scheduled work day following the holiday when the holiday
44 occurs or is observed on the first scheduled work day of the biweekly work
45 period. If a holiday occurs or is observed on the first scheduled work day of a

1 new employee's initial biweekly work period, such employee shall not be
2 eligible for paid holiday absence for that day.

- 3
4 (4) An employee who is scheduled or called back to work on a contractual holiday,
5 but who fails to report for and perform such assigned work without reasonable
6 cause, shall not be eligible for paid holiday absence for that day. Such
7 ineligibility shall be exclusive of any disciplinary action taken.
8

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

10 Less than full-time employees shall have their holiday pay calculated in accordance
11 with current practice except where such an employee works full-time for all
12 non-holiday hours during the pay period in which the holiday occurs whereupon they
13 will be entitled to full holiday credit.
14

15 **Section 5. Personal Leave Day.**

16 On October 1 of each year each permanent or limited term full-time employee who has
17 completed his/her first 1,040 hours of state service shall be credited two (2) personal
18 leave days to be used in accordance with normal requirements for annual leave usage.
19 Such leave shall be credited to less than full-time, non-probationary permanent or
20 limited term employees on a pro-rated basis in accordance with current practice
21 regarding holiday leave. Such leave time shall be credited to annual leave balances on
22 each October 1, of this Agreement.
23

24 Such leave grant shall be extended to employees returning from leave of absence on
25 their return. Such leave time shall be granted to persons entering the Bargaining Unit
26 (for example, recall from layoff) on a pro-rata basis. However, no employee shall be
27 entitled to more than one grant of personal leave in each fiscal year.
28

29 **Section 6. Leave Donation.**

30 Upon request of a member of the Technical Bargaining Unit, a Non-Exclusively
31 Represented employee or an employee in another bargaining unit, annual leave credits
32 may be transferred between employees under the following conditions:
33

- 34 A. The receiving employee has successfully completed his/her probationary period and
35 faces financial hardship, that is, a loss of pay of forty (40) hours or more, due to
36 serious injury or the prolonged illness of the employee or his/her dependent spouse,
37 child, or parent.
38
39 B. The receiving employee has exhausted all leave credits.
40
41 C. The receiving employee's absence has been approved.
42
43 D. Annual leave donations must be for a minimum of eight (8) hours and a maximum of
44 forty (40) hours per calendar year. Donations shall be in whole hours increments.
45 Employee donations are irrevocable.
46

- 1 E. An employee may receive a maximum of thirty (30) work days (240 hours) per
2 calendar year of direct transfer of annual leave.
3
- 4 F. The Union and the Office of the State Employer shall each designate one (1)
5 representative to review requests and determine eligibility to receive a direct transfer
6 of annual leave credits on an hour for hour basis.
7

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

9 A. Intent. The parties recognize the positive role adult involvement in school and
10 community activities plays in promoting educational and community success. The
11 parties intend by this section to foster employee involvement in school sponsored
12 activities and community programs.
13

14 B. Leave credits. After 1040 hours of satisfactory state service, employees in a
15 permanent or limited term position shall annually receive eight (8) hours of paid
16 school/community participation leave to be used in accordance with the provisions of
17 this section and the normal requirements for annual leave usage, provided, however,
18 that such leave may be utilized in increments of one (1) hour if requested. The leave
19 may be used to cover the employee's absence from their scheduled work day for
20 reasonable travel to and from, and the duration of, the school or community activity.
21

22 School/community participation leave shall be credited to employees on October 1 of
23 each year, and shall not carry forward beyond the fiscal year.
24

25 To request school/community participation leave, employees shall complete a
26 school/community participation leave form provided by the Employer.
27

28 C. Use Of School/Community Leave. The use of the leave is for active participation in
29 school sponsored secular activities by employees, and not for mere attendance at
30 school programs. The school sponsored secular activities may take place before,
31 during, or after school. Additionally, the leave is intended for pre-school education
32 programs, k-12, and adult literacy programs, and not college or university related
33 programs. Employees may use the leave to participate in any school sponsored
34 activity including but not limited to, tutoring, field trips, classroom programs, and
35 school committees.
36

37 The leave may also be used for active participation in any structured secular
38 community activity sponsored by a governmental agency, or a non-profit community
39 organization or agency, and not for mere attendance at community events.
40 Employees may use the leave to participate in community activities such as serving
41 as a volunteer docent for the State of Michigan museum, making deliveries for meals
42 on wheels, and construction work for habitat for humanity.
43

44 D. Use Of Other Leave. Employees shall be permitted to use annual leave and other
45 leave credits to participate in school programs and community events in accordance
46 with the normal requirements for the use of such leave. Additionally, in accordance

1 with this agreement and to the extent that operational considerations permit, an
2 employee may, with supervisory approval, adjust his/her work schedule to allow
3 attendance or participation in school activities and community events while working
4 the regular number of work hours.

5
6 **ARTICLE 26**
7 **Group Insurances**
8

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

13
14 **Section 1. The State Health Plan.**

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

20
21 A. Premium Splits: Except as provided in Section 10 below, the employer shall pay
22 95% of the premium, and the enrolled employee shall pay 5% of the premium for the
23 State Health Plan.

24
25 Effective October 1, 2008, except as provided in Section 10 below, the employer
26 shall pay 90% of the premium, and the enrolled employee shall pay 10% of the
27 premium for the State Health Plan.

28
29 B. Co-pay: Applicable co-payments for in-network and out-of-network services under
30 the State Health Plan are set forth in Appendix G.

31
32 Effective October 1, 2008, there will be a \$15 co-pay for an office visit, and a \$50 co-
33 pay for emergency room visits if the patient is not admitted to the hospital. All other
34 applicable co-payments for in-network and out-of-network services under the State
35 Health Plan are set forth in Appendix G.

36
37 C. Deductibles and Out of Pocket Maximums for the State Health Plan: The
38 deductibles under the State Health Plan shall be \$200/individual and \$400 /family
39 per calendar year for in-network services and \$500/individual and \$1,000/family per
40 calendar year for out-of-network services.

41
42 Effective January 1, 2009 the deductibles under the State Health Plan shall be
43 \$300/individual and \$600/family per calendar year for in-network services and
44 \$600/individual and \$1,200/family per calendar year for out-of-network services.

45
46 The maximum out of pocket cost per individual shall be \$1,000 and \$2,000/family

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

5 **Section 2. State Health Plan Provisions.**

6 A. The Union shall continue to be entitled to participate as a member of the Labor
7 Management Health Care Committee. The Committee will continue to review and
8 monitor the progress of the actual implementation of the State Health Plan. It is
9 understood that each exclusively recognized employee organization will be entitled
10 to designate one (1) representative to participate in the Labor Management Health
11 Care Committee.
12

13 The Plan consists of the following principal components: pre-certification of all
14 hospital inpatient admissions; second surgical opinion; home health care; and
15 alternative delivery systems.
16

17 (1) Pre-certification of Hospital Admission & Length of Stay. The pre-certification
18 for admission and length of stay component of the Plan requires that the
19 attending physician submit to the third party administrator (TPA) the
20 diagnosis, plan of treatment and expected duration of admission. If the
21 admission is not an emergency, the submission must be made by the
22 attending physician and the review and approval granted by the TPA prior to
23 admitting the covered individual into the acute care facility. If the admission
24 occurs as an emergency, the attending physician is required to notify the TPA
25 by telephone with the same information on the next regular working day after
26 the admission occurs. If the admission is for a maternity delivery, advance
27 approval for admission will not be required; however, the admitting physician
28 must notify the TPA before the expected admission date to obtain the length-
29 of-stay approval. There will be no limitation on benefits caused by the
30 attending physician's failure to obtain pre-admission certification.
31

32 (2) Second Surgical Opinion. An individual covered under the State Health Plan
33 will be entitled to a second surgical opinion. If that opinion conflicts with the
34 first opinion the individual will be entitled to a voluntary third surgical opinion.
35 Second and third surgical opinions shall be subject to a \$10 in-network office
36 call fee or covered at 90% after the deductible if obtained out-of-network.
37

38 Effective 10-1-08, second and third surgical opinions shall be subject to a \$15
39 in-network office call fee or covered at 90% after the deductible if obtained
40 out-of-network.
41

42 (3) Home Health Care. A program of home health care and home care services
43 to reduce the length of hospital stay and admissions shall also be available at
44 the employee's option. This component requires that the attending physician
45 contact the third party administrator to authorize home health care service in
46 lieu of a hospital admission or a continuation of a hospital confinement.

1
2 The attending physician must certify that the proper treatment of the disease
3 or injury would require continued confinement as a resident inpatient in a
4 hospital in the absence of the services and supplies provided as a part of the
5 home health care plan. If appropriate, certification will be granted for an
6 estimated number of visits within a specified period of time. The details of the
7 types of services and charges that shall be covered under this component
8 include part-time or intermittent nursing care by a registered nurse (R.N.) or
9 licensed practical nurse if an R.N. was not available; part-time or intermittent
10 home health aid services; physical, occupational and speech therapy; medical
11 supplies, drugs and medicines prescribed by a physician, and laboratory
12 services provided by or on behalf of a hospital, but only to the extent that they
13 would have been covered if the individual had remained or been confined in
14 the hospital. Home health care services under the SHP will be continued.
15 Details of the covered services will be provided in the SHP benefit booklet.
16 Home health care shall be available at the patient's option in lieu of hospital
17 confinement. To receive home health care services, a patient shall not be
18 required to be homebound. Home infusion therapy shall be covered as part
19 of the home health care benefit or covered by its separate components (e.g.
20 durable medical equipment and prescription drugs).

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

37
38 B. Prescription Drugs: Bargaining unit members who are covered by the State
39 Health Plan will be enrolled in the alternative prescription drug PPO.. The
40 Employer shall continue an optional mail order plan for maintenance prescription
41 drugs. The employee co-pay shall be \$7 per prescription for generic drugs and a
42 \$15 co-pay per prescription for brand name drugs for both the retail and mail
43 order drug plans. The brand name co-payment level will apply even when there
44 is no generic substitute, as well as to DAW prescriptions. Effective October 1,
45 2005, the employee co-pay for non-preferred brand name drugs will be \$30.00.
46

1 Effective October 1, 2008, the plan will include the programs of: Generics
2 Preferred, Step Therapy and Drug Quantity Management. The employee co-pay
3 at retail shall be \$10 per prescription for generic drugs, \$20 per prescription for
4 preferred brand name drugs, and \$40 for non-preferred brand name drugs. The
5 employee co-pay for mail order shall be \$20 per prescription for generic drugs,
6 \$40 per prescription for preferred brand name drugs, and \$80 for non-preferred
7 brand name drugs. The brand name co-payment level will apply even when there
8 is no generic substitute, as well as to DAW prescriptions. Under the Generics
9 Preferred program, a prescription marked DAW may result in an additional
10 charge to the employee of the difference in cost between the generic and the
11 brand name drug dispensed.

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

18
19 Prescriptions purchased at non-participating pharmacies must be paid for by the
20 plan member who then remits receipts to the vendor for reimbursement. The
21 amount of the reimbursement will not exceed the amount the vendor would have
22 paid to a participating pharmacy and will not include the applicable co-payment.

23
24 The member card shall identify all the participating pharmacies within a 30-mile
25 distance of the plan member's home address zip code or, if there are more than
26 30 such participating pharmacies, the 30 participating pharmacies that are
27 closest to the plan member's home.

28
29 Zyban and Nicotrol nasal spray for smoking cessation shall be included under the
30 prescription drug benefit.

31
32 All maintenance drugs filled at a participating retail pharmacy will only be
33 approved up to a 34 day supply.

34
35 C. Mental Health/Substance Abuse Services: Benefits for in-patient and out-patient
36 mental health care and substance abuse services shall be as outlined in
37 Appendix G.

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

44
45 The State Health Plan will maintain a system of alternative provider referrals and
46 equivalent covered expense reimbursement which assures that, at the patient's

1 option, network providers to whom the patient is referred are neither state
2 employees nor providing services to a state agency at a worksite where the state
3 employee is employed.
4

5 D. Hearing: The State's hearing care program shall continue to be a benefit under
6 the State Health plan. Such program shall include those benefits currently
7 provided, including audiometric exams, hearing aid evaluation tests, hearing aids
8 and fitting and binaural hearing aids when medically appropriate subject to a \$10
9 office call fee for the examination and shall be available once every 36 months
10 unless hearing loss changes to the degree determined upon advice by the State
11 Health Plan's medical policy team and audiology professionals. Effective October
12 1, 2008, the office call fee shall be \$15.
13

14 E. Wellness and Preventive Services: Wellness and preventive coverage in
15 accordance with the State Health Plan as outlined in Appendix G will be subject
16 to a maximum plan payment of \$1500 for in-network services per individual per
17 calendar year. There shall be no coverage for wellness and preventive services
18 received out-of-network.
19

20 Effective January 1, 2006, the cost for a colonoscopy exam (one every ten years
21 beginning at age 50), and the cost for childhood immunizations will not be
22 applied toward the calendar year maximum. These services will be covered at
23 100% in-network with no deductible and out-of-network at 90% after the
24 deductible.
25

26 F. Weight Loss: Expenses of weight-loss clinic attendance are covered up to a
27 lifetime limit of \$300, if conditions are met as specified in either (1) or (2) below:
28

29 (1) The employee or covered dependent is obese (defined as being more than
30 100 pounds overweight or more than 50% over ideal weight), and weight loss
31 clinic attendance is prescribed by a licensed physician and confirmed by a
32 second opinion; or
33

34 (2) The employee or covered dependent is more than 50 pounds overweight or
35 more than 25% over ideal weight, has a diagnosed disease for which excess
36 weight is a complicating factor, and weight-loss clinic attendance is
37 prescribed by a licensed physician and confirmed by a second opinion.
38

39 Note: the \$300 amount will not apply to the State Health Plan deductible.
40

41 G. Orthopedic Inserts: Medically necessary orthopedic inserts for shoes, when
42 prescribed by a licensed physician are covered under the State Health Plan.
43 This benefit is included under the durable medical equipment benefit in Appendix
44 G.
45

46 H. Blood Storage: Storage costs for blood that is self-donated by an employee or

1 covered dependent in preparation for his/her own scheduled surgery is covered
2 by the State Health Plan subject to the individual deductible.

3
4 I. Disease Management Program: The Disease Management Program currently
5 known as Blue Health Connection shall be included under the State Health Plan
6 as a covered benefit on a voluntary basis.

7
8 J. Survivor Conversion Option: The State recognizes its obligations under federal
9 "COBRA" legislation in case of a "qualifying event", as defined by that statute.

10
11 K. Health Risk Appraisal Program: The parties agree to continue extending the
12 health risk appraisal program to bargaining unit members during the term of this
13 Agreement.

14
15 L. Open Enrollment: There shall be an annual open enrollment period offered to
16 unit members in July or August of each year of this Agreement.

17
18 M. Smoking Cessation/Abatement Assistance: The State shall continue a program
19 for reimbursing employees for the fee they paid for enrolling in, and completing, a
20 smoking cessation/abatement program approved by their appointing authority.
21 The following conditions shall apply:

22
23 (1) The reimbursement will be available for the employee's participation only.
24 Expenses incurred by the employee's dependents are not reimbursable, even
25 if the employee paid part or all of them.

26
27 (2) The reimbursement shall be available on a one-time-only basis.

28
29 (3) The amount of the reimbursement shall not exceed \$50.00.

30
31 (4) The employee shall be required to produce proof satisfactory to the
32 appointing authority that the employee has completed the program, as well as
33 receipts for having paid the enrollment fee. No reimbursement shall be
34 required if a smoking cessation/abatement program is available to the
35 employee through his/her health care coverage at no additional charge.

36
37 (5) This program shall not be considered a part of the State Health Plan, and
38 reimbursements are not payable through the State Health Plan. The
39 reimbursement shall be paid to eligible employees by the departmental
40 employer.

41
42 Transdermal Patches: bargaining unit members shall continue to be eligible, on
43 a one-time-only basis, for reimbursement of the cost of transdermal patches,
44 less the \$2.00 co-payment, and accompanying smoking cessation counseling
45 not otherwise available as a covered benefit under the health plan in which the
46 employee is enrolled. An employee who has already received reimbursement

1 for transdermal patches under any program sponsored by the State shall not be
2 eligible for this benefit. Reimbursement shall be made by the departmental
3 employer.
4

5 N. Subrogation: In the event that a participant receives services that are paid by the
6 State Health Plan (SHP), or is eligible to receive future services under the SHP,
7 the SHP shall be subrogated to the participant's rights of recovery against, and is
8 entitled to receive all sums recovered from, any third party who is or may be
9 liable to the participant, whether by suit, settlement, or otherwise, to the extent of
10 recovery for health related expenses. A participant shall take such action, furnish
11 such information and assistance, and execute such documents as the SHP may
12 request to facilitate enforcement of the rights of the SHP and shall take no action
13 prejudicing the rights and interests of the SHP.
14

15 O. Reimbursement For Certain Services And Equipment: The reimbursement for in-
16 network and out-of-network private duty nursing and acupuncture therapy shall
17 be 90% after the deductible is met.
18

19 P. Office Visits And Consultations: Effective January 1, 2003 in-network office visits
20 and office consultations will be subject to a \$10 co-pay and will not be applied
21 toward the individual or family deductible. Out-of-network office visits and office
22 consultations shall be covered at 90% after the deductible is met. Effective
23 October 1, 2008, the co-pay for office visits and office consultations shall be \$15.
24

25 Q. In-Network And Out-Of-Network Access: In-network and out-of-network access
26 is described in the Letter of Understanding and attached Rules for Network Use
27 in Appendix F.
28

29 R. Effective October 1, 2005, in-network chiropractic spinal manipulation will be
30 subject to a \$10 co-pay and will not be subject to the deductible. Effective
31 October 1, 2008, in-network chiropractic spinal manipulation will be subject to a
32 \$15 co-pay and will not be subject to the deductible. Out-of-network chiropractic
33 spinal manipulation shall be covered at 90% after the deductible is met.
34

35 S. A PPO network for durable medical equipment (DME) and prosthetic and
36 orthotics appliances will be integrated into the SHP PPO with in-network
37 reimbursed at 100% and out-of-network reimbursed at 80% of approved charges.
38 No deductible will be required.
39

40 **Section 3. Health Maintenance Organizations (HMOs).**

41 As an alternative to the state-sponsored health insurance program, enrollment in an
42 HMO shall be offered to those employees residing in areas where qualified licensed
43 HMOs are in operation. The State shall pay the same dollar value contribution toward
44 HMO membership (per enrolled employee) as is paid to the state-sponsored health
45 insurance program for both employee and employee/dependent coverage, except
46 where the membership cost is less than the state-sponsored health insurance program

1 premium. In such case, the State shall pay that rate published by the Employee
2 Benefits Division. If an employee moves to a new permanent residence outside the
3 service area of the authorized HMO in which s/he is enrolled, the employee may
4 transfer such enrollment to the State Health Plan or to another authorized HMO serving
5 the new residence area. Effective October 1, 2008 the Employer shall pay 95% of the
6 HMO premium up to the amount paid for the same coverage code under the State
7 Health Plan PPO.

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

12
13 **Section 4. Life Insurance.**

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

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

24
25 The employee may choose one from among five levels of dependent coverage:

- 26
27
 - 28 • Spouse for \$1,500; child(ren) for \$1,000
 - 29 • Spouse for \$5,000; child(ren) for \$2,500
 - 30 • Spouse for \$10,000; child(ren) for \$5,000
 - 31 • Spouse for \$25,000; child(ren) for \$10,000
 - 32 • Spouse for \$0; child(ren) for \$10,000

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

34
35 The Employer agrees to continue the line-of-duty accidental death benefit of \$100,000.

36
37 **Section 5. Long Term Disability Insurance.**

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

1
2 The Employer shall continue to provide a rider to the existing LTD insurance program.
3 All employees who are enrolled in the LTD insurance program shall automatically be
4 covered by this rider. The rider shall provide a waiver of 100% of the health insurance
5 (or HMO) premium while the enrolled employee is receiving LTD insurance benefits for
6 a maximum of six (6) months. The Employer shall pay the entire cost of such rider. To
7 thereafter continue health insurance (or HMO) coverage during the LTD-compensable
8 period, the employee shall be responsible for remitting his/her share of the premium (if
9 applicable). If not prohibited by the IRS, an employee whose LTD rider has expired,
10 may transfer immediately to a state-employee spouse's health plan.

11
12 The LTD benefit shall be payable twice monthly for the first six months of disability; after
13 six months, benefits shall be paid monthly.

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

18
19 The monthly maximum benefit will be \$5000 for disabilities beginning after September
20 30, 2002.

21
22 **Section 6. Group Dental Plans.**

23 A. Except as provided in section 10 below, the Employer shall pay 95% of the
24 applicable premium for employees enrolled in the State Dental Plan.

25
26 B. Benefits payable under the State Dental Plan will be as follows:

27 (1) 90% of actual fee or usual, customary and reasonable fee, whichever is lower,
28 for restorative, endodontic, and periodontic services (x-rays, fillings, root
29 canals, inlays, crowns, etc.).

30
31 (2) There shall be a yearly maximum benefit of \$1,500 per person, which does not
32 include orthodontics. For orthodontics there shall be a separate \$1,500 lifetime
33 maximum benefit.

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

41
42 (1) The following services will be paid at the 100% benefit level:

43 Diagnostic Services:

- 44
45 • Oral examinations and consultations twice in a fiscal year.
46 • Effective October 1, 2005, oral exfoliative cytology (brush biopsy) will be

1 covered when warranted from a visual and tactile examination.

2
3 Preventive Services:

4 Prophylaxis - teeth cleaning three times in a fiscal year.

5
6 Topical application of fluoride for children up to age 19, twice in a fiscal year.
7 Space maintainers for children up to age 14, unless an older age is specifically
8 authorized by the dental plan administrator.

9
10 (2) The following services will be paid at the 90% benefit level:

11
12 Radiographs:

13
14 Bite-wing x-rays once in a fiscal year unless special need is shown to the
15 satisfaction of the dental plan administrator.

16
17 Full mouth x-rays once in a 5 year period unless special need is shown to the
18 satisfaction of the dental plan administrator.

19
20 Restorative Services:

21
22 Amalgam, silicate, acrylic, porcelain, plastic and composite restorations.

23
24 Gold inlay and outlay restorations.

25
26 Oral Surgery:

27
28 Extractions, including those provided in conjunction with orthodontic services.

29
30 Cutting procedures.

31
32 Treatment of fractures and dislocation of the jaw.

33 Endodontic Services:

34
35 Root canal therapy.

36
37 Pulpotomy and pulpectomy services for partial and complete removal of the pulp
38 of the tooth.

39
40 Periapical services to treat the root of the tooth.

41
42 Periodontic Services:

43 Periodontal surgery to remove diseased gum tissue surrounding the tooth.

44
45 Adjunctive periodontal services, including provisional splinting to stabilize teeth,
46 occlusal adjustments to correct the biting surface of a tooth and periodontal

1 scaling to remove tartar from the root of the tooth.

2
3 Treatment of gingivitis and periodontitis diseases of the gums and gum tissue.

4
5 (3) The following prosthodontic services will be paid at the 50% benefit level:

6
7 Repair or rebasing of an existing full or partial denture.

8
9 Initial installation of fixed bridgework.

10
11 Initial installation of partial or full removable dentures (including adjustments for 6
12 months following installation).

13
14 Construction and replacement of dentures and bridges (replacement of existing
15 dentures or bridges is payable when 5 years or more have elapsed since the
16 date of the initial installation).

17
18 (4) The following orthodontic services will be paid at the 60% benefit level:

19
20 Minor treatment for tooth guidance.

21
22 Minor treatment to control harmful habits.

23
24 Interceptive orthodontic treatment.

25
26 Comprehensive orthodontic treatment.

27
28 Treatment of an atypical or extended skeletal case.

29
30 Post-treatment stabilization.

31
32 (5) Separate lifetime maximum of \$1,500 per each enrollee:

33 Orthodontic services for dependents up to age 25, if dependent is a full-time
34 student; for enrolled employee and employee's spouse (if enrolled), no maximum
35 age.

36
37 D. Point Of Service PPO: Bargaining unit members and dependents enrolled in the
38 State Dental Plan may avail themselves of improved benefit levels at no additional
39 cost to the plan by utilizing dental care providers who are members of the "dental
40 point of service PPO." The benefit levels and co-payment levels for specific services
41 are as provided below. Enrolled employees and dependents utilizing dental care
42 providers who are not members of the dental point of service PPO shall be subject
43 to current coverage levels and benefits described in subsections 2 and 3 of this
44 section.

<u>Benefit</u>	<u>Current Level</u>	<u>Point of Service PPO Level</u>
Diagnostic Services (Exams)	100%	100%
Preventive Services	100%	100%
Radiographs	90%	100%
Restorative (Fillings)	90%	100%
Oral Surgery (Extractions)	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%
Prosthodontics Repairs	50%	100%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,500	\$1,500
Lifetime Orthodontics Limit	\$1,500	\$1,500

- 21
- 22 E. Sealants: Application of sealants shall be a covered benefit for permanent molars
 23 only, which must be free from restoration or decay at the time of application.
 24 Sealants shall be payable only up to the age of 14 years. Payments will be made on
 25 a per-tooth basis. No benefit shall be payable on the same tooth within three years
 26 following a previous sealant application. The dental plan will pay 50% of the
 27 reasonable and customary amount of the sealant application charge, with the
 28 employee or covered dependent to pay the remainder of the charge. Under the
 29 dental point of service PPO, the plan shall pay 70% of the charge.
 30
- 31 F. Dental Maintenance Organization: The Employer shall continue to offer bargaining
 32 unit employees the option of voluntarily enrolling in the dental maintenance
 33 organization (DMO). The parties understand that the state-approved service area
 34 for the DMO program encompasses only certain geographical areas. The DMO will
 35 grant a properly completed out-of-area waiver application from a unit member. The
 36 parties also understand that all eligible dental services must be provided by a DMO
 37 network provider in order for coverage to be in effect (except for emergency
 38 treatment for the immediate relief of pain and suffering when the enrollee is more
 39 than fifty miles from a participating provider, which will be reimbursed at fifty percent
 40 (50%) of the usual, customary and reasonable rate of the non-participating provider).
- 41 G. Preventive Dental Plan: A preventive dental plan will continue to be made
 42 available as a voluntary option for employees under the flexible benefits plan
 43 provided for in Section 8 of this Article.
 44
- 45 H. Open Enrollment: An annual open enrollment period shall be provided to all

1 employees in July or August of each year of this Agreement.
2

3 **Section 7. Vision Care Plan.**

4 Except as provided in section J. below, the Employer will provide a vision care plan
5 paying one hundred percent (100%) of the applicable premium for employees and
6 dependents enrolled in the plan.
7

8 A. Participating Providers: Benefits payable under the plan for participating providers
9 will be as follows:

- 10
- 11 (1) Examination -- payable once in any twelve (12) month period with an employee
12 co-payment of \$5.00.
13
- 14 (2) Lenses and frames -- payable once in any twenty-four (24) month period with
15 an employee co-payment of \$7.50 for eyeglass lenses and frames and \$7.50
16 for medically necessary contact lenses. However, the benefit interval (for
17 participating providers) shall be once in a 12-month period, if there has been a
18 prescription change. The maximum diameter measure of covered lenses shall
19 be 71 millimeters.
20
- 21 (3) Contact lenses not medically necessary -- the plan will pay a maximum of \$90
22 and the employee shall pay any additional charge of the provider for such
23 lenses. The co-payment provision under B. is not required.
24

25 Medically necessary means (1) the member's visual acuity cannot otherwise be
26 corrected to 20/70 in the better eye; or (2) the member has one of the following
27 visual conditions: keratoconus, irregular astigmatism or irregular corneal
28 curvature.
29

30 The maximum benefit paid for eyeglass frames to participating providers shall
31 be the provider's costs or \$25, whichever is less, plus dispensing fee.
32

33 B. Non-Par Providers: Payments for non-participating providers will be as follows:
34

- 35 (1) For vision testing examinations: Once in any twelve (12) month period, the plan
36 will pay 75% of the reasonable and customary charge after it has been reduced
37 by the member's co-payment of \$5.00.
38
- 39 (2) For eyeglass lenses: The plan will pay the provider's charge or the amount set
40 forth below, whichever is less.
41
- 42 a. Regular Lenses:
43 Single Vision.....\$13.00/Pair
44 Bifocal.....20.00/Pair
45 Trifocal.....24.00/Pair
46

- b. Contact Lenses:
 - Medically necessary as defined in subsection C. above ..\$96.00/Pair
 - Not medically necessary..... \$40.00/Pair

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

- d. Additional charges for plastic lenses:
 - \$ 3.00/pair, plus benefit provided above for covered lenses.

- e. Additional charges for tints equal to rose tints:
 - #1 and #2..... \$3.00/pair

- f. Additional charges for prism lenses..... ..\$2.00/pair
 - When only one lens is required, the plan will pay one-half of the applicable amount per pair shown above.

(3) For eyeglass frames: The plan will pay the provider's charges or \$14.00, whichever is less.

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

Section 8. Flexible Benefits Plan.

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

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

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

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

Incentives to be paid during each fiscal year will be determined in conjunction with the

1 annual rate setting process. The amount of the incentive to be paid to employees
2 selecting the lower-level life insurance coverage is based on an individual's annual
3 salary and the rate per \$1,000 of coverage, and therefore may differ from employee to
4 employee. Financial incentives under the flexible benefits plan to employees electing
5 catastrophic health, no health care, and/or reduced life plan will be paid on a biweekly
6 basis. Those choosing the preventive dental plan or no dental plan will receive a lump
7 sum payment.
8

9 **Section 9. Insurance Premiums While On Layoff And Leave Of Absence.**

10 An employee actually separated by reason of layoff from state employment, on an
11 indefinite basis, may elect to prepay the employee's share of premiums for health,
12 dental, vision and life insurance coverage for the two (2) additional pay periods after
13 layoff, by having such premiums deducted from the paycheck covering the final pay
14 period in pay status. The Employer shall pay the Employer's share of premiums for
15 health, dental and life insurance coverage for two (2) pay periods for any employee who
16 elects this option.
17

18 Such coverage for health, dental, vision and life insurance shall continue uninterrupted
19 for the two (2) pay periods referred to above. Election of this option shall not affect the
20 eligibility of the employee to thereafter continue insurance coverage for the remaining
21 period of continuation coverage by directly paying the entire premiums therefor in
22 accordance with current practice.
23

24 The maximum continuation coverage period for each insurance program shall be as
25 follows: health -- 3 years; dental -- 18 months; vision care -- 18 months; life -- 1 year.
26

27 Permanent full-time employees who do not use the entire two (2) pay periods because
28 of recall, or otherwise returning to state employment on a permanent basis, shall retain
29 this option for full use once in a fiscal (contract) year.
30

31 Nothing herein diminishes the rights of a laid-off employee under federal "COBRA"
32 legislation.
33

34 **Section 10. Group Insurance Premiums For Less Than Full-Time Employees.**

35 Premium payment and eligibility for coverage for permanent intermittent employees
36 shall continue in accordance with current practice.
37

38 Employees hired on or after January 1, 2000 who are appointed to a position with a
39 regular work schedule consisting of 40 hours or less per biweekly pay period shall pay
40 fifty percent (50%) of the premium for health, dental and vision insurance. This shall not
41 apply to an employee appointed to a permanent-intermittent position. Eligibility for
42 enrollment shall be in accordance with current contractual provisions.
43

44 Employees who have a regular work schedule of 40 hours or less per biweekly pay
45 period who are temporarily placed on a regular work schedule of more than 40 hours
46 per biweekly pay period for a period expected to last six months or more, shall be

1 considered as working a regular work schedule of more than 40 hours for the period of
2 the temporary schedule adjustment.

3
4 **Section 11. Flexible Compensation Plan.**

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

9
10 Bargaining unit members shall be offered the option to participate in the State of
11 Michigan dependent care and/or medical spending accounts authorized by, and
12 established by the state in accordance with, current section 125 of the U.S. Internal
13 Revenue Service Code.

14
15 **ARTICLE 27**
16 **Miscellaneous Benefits and Expense Reimbursement**

17
18 **Section 1. Retirement Benefits.**

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

23
24 The Employer agrees to supply unit employees with a current copy of the information
25 booklet published by the State which describes the retirement system, upon individual
26 employee request.

27
28 **Section 2. Tuition Reimbursement.**

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

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

40
41 Tuition reimbursement shall not be made unless the course pertains to the employee's
42 current occupation. No employee shall receive reimbursement for more than one
43 course in any one semester or term, except that employees in the Department of
44 Transportation shall be reimbursed in accordance with provisions of Guidance
45 Document 10138 Dated 01/01/04.

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

4
5 The provisions of this Article shall not apply in those cases where the Employer requires
6 employees to take a course(s) as part of their assigned duties.

7
8 **Section 3. Educational Training Fund.**

9 Effective October 1, 2008, the Employer shall establish a Technical Unit Educational
10 Training Fund in the amount of \$50,000 to be administered jointly by the Union and the
11 Employer. On October 1, 2009, \$50,000 will be added to the fund. On October 1,
12 2010, \$50,000 will be added to the fund. Money not used carries over to the next fiscal
13 year.

14
15 **Section 4. Travel and Moving Expense Reimbursement.**

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

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

30
31 B. Relocation expense reimbursement for eligible employees shall be as provided for in
32 Appendix E.

33
34 C. Parking Charges While on State Business: Any employee who must drive their
35 personal vehicle to a State car-pool for the purpose of picking up a State car for
36 official travel shall be reimbursed for the parking of their private vehicles if free
37 parking is not available. Such expense is reimbursable as a regular item of travel
38 expense provided a State vehicle is requisitioned and used on the same day or
39 days. This item is for parking costs that are caused by travel status. There will be
40 no reimbursement for normal everyday parking cost that the employee pays when
41 he/she is not in travel status.

42
43 D. Relocation Expenses MDOT Employees: MDOT employees who accept a
44 promotion and relocate at least 25 miles closer to their official work station shall be

1 eligible for relocation expense reimbursement in accordance with Appendix E of this
2 Agreement.

3
4 E. Eligibility for Subsistence Allowance at Temporary Work Station in the Department of
5 Transportation - Clarification of Distance Requirements:

6
7 (1) "Subsistence" is defined as lodging and meals. Subsistence reimbursement is
8 not authorized at a temporary work station (TWS) within 25 regulation miles of
9 the employee's official work station (OWS).

10
11 (2) Transportation's Modified Travel Regulations (Rev. 10/1/86), Schedule II Field
12 Employees shall regain eligibility for travel subsistence expense reimbursement
13 (first 60 day rate) when the cumulative distance from the employee's "new"
14 temporary work station (TWS) to the employees "original" TWS is equal to or
15 greater than 25 regulation miles.

16
17 (3) In the event an employee regains eligibility for travel subsistence expense
18 reimbursement (first 60 day rate) under paragraph #2, the employee's "new"
19 TWS will be considered an "original" TWS for the purposes of eligibility for travel
20 expense reimbursement under the first 60 day rate.

21
22 (4) Any point (TWS) at which the employee is eligible for travel subsistence
23 reimbursement (first 60 day rate) is an "original" TWS.

24
25 **EXAMPLE:** Employee's home and official work station is in Clare:

26
27 a. First TWS is 50 regulation miles from OWS. Eligible for travel subsistence
28 reimbursement for the first 60 days at this TWS. This TWS is now an
29 "original" TWS.

30
31 b. Employee's next TWS is 10 miles away from "original" TWS. Does not regain
32 eligibility for travel subsistence reimbursement at this "new" TWS.

33
34 c. Employee's next "new" TWS is 10 miles away from previous TWS (and 20
35 miles away from "original" TWS). Does not regain eligibility for travel
36 subsistence reimbursement.

37
38 d. Employee's next "new" TWS is 10 miles away from previous TWS (and 30
39 miles away from "original" TWS). Does regain eligibility for up to 60 days of
40 travel subsistence reimbursement. This TWS is now an "original" TWS from
41 which further moves will be measured for purposes of this policy.

42
43 **Section 5. MDOT Civil Engineer and Technician Co-op Programs.**

44 The total number of persons hired and working under these programs at any one time
45 may not exceed 450.

- 1 A. Employees participating in these programs shall be covered by the following
2 provisions of this Agreement:
3
4 Article 1; Article 2 (except as Section 1 is modified in this Section); Articles 3, 4, and
5 5; Article 8, Section 4; Article 9 (with the same rights as other probationary
6 employees); Articles 10 and 11; Articles 14 and 15; Article 17; Articles 19, 20, 21,
7 22, 23, 24, and 25; Article 27, Section 4; Articles 28 and 29; and all applicable
8 Letters of Understanding, Agreements, or other documents which are part of or
9 pertain to the Contractual Provisions listed herein.
10
11 B. Effective January 1, 1990, the Michigan Department of Transportation will pay a
12 tuition stipend of \$100 for the term or semester that an employee participating in the
13 two year Technician Co-op program is taking classes on a full-time basis. The
14 employee must be enrolled in a program accredited by the Department and maintain
15 a grade point average of 2.0 to participate in the Technician Co-op program. These
16 payments will be made at the conclusion of the school term or semester.
17
18 C. Upon employment in permanent positions within the Technical Unit with the
19 Department of Transportation, participants in the Civil Engineer or Technician Co-op
20 programs shall have their previous employment in the Co-op programs credited as
21 continuous service hours under Article 12 of this Agreement.
22
23 D. These co-op positions shall not be filled at any work site where there are permanent
24 Construction Aide or Construction Tech employees on involuntary layoff or
25 involuntary reduction in hours until and unless such permanent employees have
26 been offered recall.
27
28 E. No permanent Construction Aide or Construction Tech employee shall be
29 involuntarily laid off at any work site where these co-op employees remain
30 employed.
31
32 F. If permanent Construction Aide or Construction Tech employees are placed on
33 involuntary hours reduction at any work site where these co-op employees are
34 employed, such co-op employees shall participate fully and equally in such hours
35 reduction.
36
37 G. Overtime at a project site shall be first offered to permanent employees before it is
38 offered to co-op employees.
39

40 **Section 6. VDT/CRT Prescription Lenses/Frames Benefit.**

41 Effective October 1, 1989, VDT/CRT operators who, while operating a VDT/CRT,
42 require prescription corrective lenses which are different than those normally used, shall
43 be eligible for reimbursement for lenses and frames on an annual basis at the rates
44 provided herein. Such reimbursement shall be made by the departmental employer.
45 The lenses and frames are in addition to those provided under the vision care

1 insurance. In order to be eligible for this additional reimbursement, employees must
2 utilize a VDT/CRT more than 50% of the time.

3
4 **Section 7. Qualified 401(k) Tax-Sheltered Plan.**

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

7
8 **Section 8. Limited Term Appointments.**

9 When an employee has been in the same limited term appointment for 4,160
10 continuous service hours, the employee shall be made permanent, unless the employee
11 is working in a project which has an established ending date. This provision shall not
12 apply in the case of a continuing state classified employee who accepts an appointment
13 to a limited term position, except as specified in Article 13, Section 1.b.

14
15 **Section 9. Payroll Deductions and Remittance for Michigan Educational Trust.**

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

21
22 It is understood that initiation and continuation of the M.E.T. payroll deduction program
23 is subject to the provisions of applicable statutes and regulations, and will be
24 administered in accordance with such laws and regulations. If either the State or
25 Michigan Education Trust determines to alter, amend, or terminate such M.E.T. payroll
26 deduction program, the State will provide the Technical Unit advance notice and, upon
27 request, meet to review and discuss the reasons for such actions prior to their
28 implementation.

29
30 For purposes of administering contractual union security provisions and payroll
31 accounting procedures, it is understood and agreed that such M.E.T. deduction, if and
32 when individually authorized by the employee, will be taken only when the employee
33 has sufficient residual earnings to cover it after deductions for any applicable employee
34 organization membership dues or service fees have been made.

35
36 **Section 10. Pre-Tax Parking/Transportation Benefit.**

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

- 42
43 1. For bargaining unit employees who pay for parking through payroll deduction, the
44 employer will implement the pre-tax payroll deduction benefit effective with the
45 August 16, 2001 pay date. Prior to implementation, employees will be offered

1 the opportunity to opt out of the benefit (i.e., to continue payroll deduction from
2 after-tax income).

3
4 2. As soon as administratively feasible, bargaining unit employees who do not have
5 payroll deduction for parking will be offered the opportunity to establish an
6 account for the purpose of reimbursing out-of-pocket parking expenses. The
7 employee determines the amount of pre-tax income to set aside, and then
8 submits parking receipts for reimbursement from this account.

9
10 3. If permitted under the IRS code, the employer will offer the opportunity to
11 establish pre-tax reimbursement accounts to bargaining unit employees who use
12 van pools, buses, or other forms of mass transportation to commute to and from
13 work. Additional research is required to determine whether this benefit can be
14 offered.

15
16 **ARTICLE 28**
17 **No Strike -- No Lockout**

18
19 **Section 1. Prohibition.**

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

24
25 During the term of this agreement, neither the Employer nor its agents for any reason
26 shall authorize, institute, aid, or promote any lockout of employees covered by this
27 Agreement, unless there is a violation of the no-strike prohibition.

28
29 **Section 2. Affirmative Duty.**

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

35
36 **Section 3. Disciplinary Actions.**

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

41
42 **Section 4. Remedies.**

43 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.

1
2 G. **Test-designated employee** means an employee who occupies a test-designated
3 position.

4
5 H. **Test-designated position** means any of the following:

- 6
7 (1) A safety-sensitive position in which the incumbent is required to possess a valid
8 commercial driver's license or to operate a commercial motor vehicle, an
9 emergency vehicle, or dangerous equipment or machinery.
10
11 (2) A position in which the incumbent possesses law enforcement powers or is
12 required or permitted to carry a firearm while on duty.
13
14 (3) A position in which the incumbent, on a regular basis, provides direct health
15 care services to persons in the care or custody of the state or one of its political
16 subdivisions.
17
18 (4) A position in which the incumbent has regular unsupervised access to and
19 direct contact with prisoners, probationers, or parolees.
20
21 (5) A position in which the incumbent has unsupervised access to controlled
22 substances.
23
24 (6) A position in which the incumbent is responsible for handling or using
25 hazardous or explosive materials.
26
27 (7) Another position agreed to in secondary negotiations.

28
29 **Section 2. Prohibited Activities.**

30 An employee shall not do any of the following:

- 31
32 A. Consume alcohol while on duty.
33
34 B. Consume drugs while on duty, except pursuant to a lawful prescription issued to the
35 employee.
36
37 C. Report to duty or be on duty with a prohibited level of alcohol or drugs present in the
38 employee's bodily fluids.
39
40 D. Refuse to submit to a required drug test or alcohol test.
41
42 E. Interfere with any testing procedure or tamper with any test sample.

43
44 **Section 3. Testing Employees.**

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

1
2 A. Tests Authorized:

- 3 (1) Reasonable Suspicion Testing. An employee shall be required to submit to a
4 drug test or an alcohol test if there is reasonable suspicion that the employee
5 has violated this Article.
6
7 (2) Preappointment Testing. An employee not occupying a test-designated
8 position shall submit to a drug test if the employee is selected for a test-
9 designated position.
10
11 (3) Follow-up Testing. An employee shall submit to an unscheduled follow-up drug
12 test or alcohol test if, within the previous 24-month period, the employee
13 voluntarily disclosed drug or alcohol problems, entered into or completed a
14 rehabilitation program for drug or alcohol abuse, failed or refused a
15 preappointment drug test, or was disciplined for violating this rule.
16
17 (4) Random Selection Testing. A test-designated employee shall submit to a drug
18 test and an alcohol test if the employee has been selected for testing on a
19 random selection basis.
20
21 (5) Post-incident Testing. A test-designated employee shall submit to a drug test
22 or an alcohol test if there is evidence that the test-designated employee may
23 have caused or contributed to an on-duty accident or incident resulting in death,
24 or serious personal injury requiring immediate medical treatment, that arises
25 out of any of the following:
26
27 a. The operation of a motor vehicle.
28
29 b. The discharge of a firearm.
30
31 c. A physical altercation.
32
33 d. The provision of direct health care services.
34
35 e. The handling of dangerous or hazardous materials.
36

37 B. Limitations On Certain Tests:
38

- 39 (1) Test Selection. An employee subject to testing under this rule may be required
40 to submit only to a drug test, only to an alcohol test, or to both tests. However,
41 preappointment testing shall be limited to drug testing.
42
43 (2) Limitations On Follow-up Testing. The Employer may require an employee
44 who is subject to follow-up testing to submit to no more than six unscheduled
45 drug or alcohol tests within any twelve-month period.
46

1 (3) Limitations On Random Selection Testing. The number of drug tests
2 conducted in any one year on a random selection basis shall not exceed fifteen
3 percent (15%) of the number of all test-designated positions. The number of
4 alcohol tests conducted in any one year on a random selection basis shall not
5 exceed fifteen percent (15%) of the number of all test-designated positions.
6

7 (4) Limitations On Reasonable Suspicion Testing. Before an employee is subject
8 to reasonable suspicion testing, a trained supervisor must document the basis
9 for the reasonable suspicion. In addition, an employee shall not be subject to a
10 reasonable suspicion test until the Employer-designated drug and alcohol
11 testing coordinator (DATC), or the DATC's designee, has given express,
12 individualized, approval to conduct the test.
13

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

15 A. Drug Testing Protocol: The Employer will adopt the current "Mandatory Guidelines
16 for Federal Workplace Drug Testing Programs," as amended, issued by the U.S.
17 Department of Health and Human Services (the "HHS Drug Guidelines") as the
18 protocol for drug testing under this Article.
19

20 B. Alcohol Testing Protocol: The Employer will adopt the alcohol testing provisions of
21 the current "Procedures for Transportation Workplace Drug and Alcohol Testing
22 Programs," as amended, issued by the U.S. Department of Transportation (the "DOT
23 Alcohol Guidelines") as the protocol for alcohol testing under this Article.
24

25 C. Changes In Protocol: During the term of this Agreement, the parties may agree to
26 amend the protocols without the further approval of the Civil Service Commission to
27 include any final changes to the HHS Drug Guidelines or the DOT Alcohol
28 Guidelines that are published in the Federal Register and become effective. If the
29 parties agree to adopt any such final changes, the parties shall notify the State
30 Personnel Director in writing of the changes and their effective date. Any other
31 change in the protocols requires the approval of the Civil Service Commission.
32

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

34 A. Prohibited Levels Of Drugs: It is a violation of this Article for an employee to test
35 positive for any drug under the HHS Drug Guidelines at the time the employee
36 reports to duty or while on duty. A positive test result shall constitute just cause for
37 the Employer to discipline the donor.
38

39 B. Prohibited Levels Of Alcohol: It is a violation of this Article for an employee to report
40 to duty or to be on duty with a breath alcohol concentration equal to or greater than
41 0.02. A confirmatory test result equal to or greater than 0.02 shall constitute just
42 cause for the Employer to discipline the employee.
43

44 **Section 6. Penalties.**

45 A. The parties recognize the authority of the Employer to reprimand in writing, suspend,
46 discharge or take other appropriate disciplinary or corrective action against an

1 employee only for just cause. Discipline, when invoked, will normally be progressive
2 in nature; however, the employer shall have the right to invoke a penalty which is
3 appropriate to the seriousness of an individual incident or situation. The Employer
4 may impose discipline, up to and including dismissal, for violation of this Article. All
5 discipline for violation of any provision of this Article shall be subject to the
6 provisions of Article 10 regarding discipline.

- 7
- 8 B. An employee selected for a test-designated position shall not serve in the test-
9 designated position until the employee has submitted to and passed a pre-
10 appointment drug test. If the employee fails or refuses to submit to the drug test,
11 interferes with a test procedure, or tampers with a test sample, the employee shall
12 not be appointed, promoted, reassigned, recalled, transferred, or otherwise placed in
13 the test-designated position. The Department of Civil Service shall also remove the
14 employee from all employment lists for test-designated positions and shall disqualify
15 the employee from any test-designated position for a period of three years. In
16 addition, if the employee interferes with a test procedure or tampers with a test
17 sample, the employee may also be disciplined by the Employer as provided in
18 subsection (a). An employee's qualification for appointment in the classified service
19 is a prohibited subject of bargaining and any complaint regarding action by the
20 Department of Civil Service shall be brought only in a Civil Service technical appeal
21 proceeding.

22

23 **Section 7. Self-Reporting.**

- 24 A. Reporting: An employee who voluntarily discloses to the Employer a problem with
25 controlled substances or alcohol shall not be disciplined for such disclosure if, and
26 only if, the problem is disclosed before the occurrence of any of the following:
27
- 28 (1) For reasonable suspicion testing, before the occurrence of an event that gives
29 rise to reasonable suspicion that the employee has violated this rule.
 - 30
 - 31 (2) For preappointment testing, follow-up testing, and random selection testing,
32 before the employee is selected to submit to a drug test or alcohol test.
 - 33
 - 34 (3) For post-incident testing, before the occurrence of any accident that results in
35 post-accident testing.
 - 36
- 37 B. Employer Action: After receiving notice, the Employer shall permit the employee an
38 immediate leave of absence to obtain medical treatment or to participate in a
39 rehabilitation program. In addition, the Employer shall remove the employee from
40 the duties of a test-designated position until the employee submits to and passes a
41 follow-up drug test or alcohol test. The Employer may require the employee to
42 submit to further follow-up testing as a condition of continuing or returning to work.
- 43
- 44 C. Limitation: An employee may take advantage of the provisions of Article 29, Section
45 (7) no more often than two times while employed in the classified service. An
46 employee making a report is not excused from any subsequent drug or alcohol test

1 or from otherwise complying in full with this article. An employee making a report
2 remains subject to all drug and alcohol testing requirements after making a report
3 and may be disciplined as the result of any subsequent drug or alcohol test,
4 including a follow-up test.
5

6 **Section 8. Union Representation.**

7 If an employee is directed to submit to a reasonable suspicion drug or alcohol test, the
8 employee may confer with an available UTEA representative in person (if available on
9 site) or by telephone. However, such contact shall not unreasonably delay the testing
10 process.
11

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

13 Each appointing authority shall first nominate classes of positions, subclasses of
14 positions, or individual positions to be test-designated. The State Employer shall review
15 the nominations and shall designate as test-designated positions all the classes,
16 subclasses, or individual positions that meet one or more of the requirements of Section
17 1(H) of this Article. The designation by the State Employer shall not be limited by or to
18 the nominations or recommendations of the appointing authority. The appointing
19 authority shall give written notice of designation to each test-designated employee and
20 to the Union at least fourteen (14) days before implementing the testing provisions of
21 this rule.
22

23 The Union may file a grievance contesting the designation of a particular position.
24 However, an employee occupying a position designated as a test-designated position
25 who is given notice of the designation shall be subject to testing as provided in this
26 Article until a final and binding determination is made that the employee is not
27 occupying a test-designated position.
28

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

30 The provisions of this Article are also applicable to employees subject to mandatory
31 Federal regulations governing drug or alcohol testing. However, in any circumstance in
32 which (1) it is not possible to comply with both this rule and the Federal regulation or (2)
33 compliance with this rule is an obstacle to the accomplishment and execution of any
34 requirement of the Federal regulation, the employee shall be subject only to the
35 provision of the Federal regulation.
36

37 **ARTICLE 30**
38 **Duration and Termination of Agreement**
39

40 **Section 1.**

41 This Agreement shall be effective following ratification by the members of the SEIU
42 Local 517M Technical Unit and approval by the Civil Service Commission and shall
43 continue in full force and effect from January 1, 2008 until midnight, December 31,
44 2010.
45

Agreement Between
The State of Michigan and The United Technical Employees Association

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

3

4 For The Union

For The Office Of
The State Employer

5

6

7

APPENDICES

Appendix A Technical Unit - List of Classes

Aircraft Pilot-E	E12
Aircraft Pilot-A	13
Aviation Communication Technician-E	9
Aviation Communication Technician-E	10
Aviation Communication Technician-E	E11
Aviation Communication Technician-A	12
Construction Aide (Trnsp)-E	6
Construction Aide (Trnsp)-E	E7
Construction Technician (Trnsp)-E	8
Construction Technician (Trnsp)-E	9
Construction Technician (Trnsp)-E	E10
Construction Technician (Trnsp)-A	11
Construction Technician (Trnsp)-2A	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 Assistant-E	6
Drafting Assistant-E	7
Drafting Assistant-E	E8
Drafting Technician-E	8
Drafting Technician-E	9
Drafting Technician-E	E10
Drafting Technician-A	11
Drafting Technician-SS	12
EEG/EKG Assistant-E	6
EEG/EKG Assistant-E	7
EEG/EKG Assistant-E	E8
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
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
Forest Technician-E	8
Forest Technician-E	9
Forest Technician-E	E10
Forest Technician-A	11
Forest Technician-SS	12
Geological Technician-E	8
Geological Technician-E	9
Geological Technician-E	E10
Geological Technician-A	11
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 Glassware Worker-E	4
Laboratory Glassware Worker-E	E5
Laboratory Glassware Worker-A	6
Laboratory Technician-E	8
Laboratory Technician-E	9
Laboratory Technician-E	E10
Laboratory Technician-A	11
Laboratory Technician-SS	12

Agreement Between
The State of Michigan and The United Technical Employees Association

Media Production Specialist-E	P11
Pharmacy Assistant-E	E8
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
Surveying Technician-E	8
Surveying Technician-E	9
Surveying Technician-E	E10
Surveying Technician-A	11
Traffic Technician-E	8
Traffic Technician-E	9
Traffic Technician-E	E10
Traffic Technician-A	11
Traffic Technician-SS	12
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

**Appendix B
Membership Card**



NAME: _____ MALE _____ FEMALE _____ SS#: _____
HOME ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____
WORK EMAIL: _____ HOME EMAIL: _____
HOME PHONE: _____ WORK PHONE: _____
DEPARTMENT: _____ WORK LOCATION: _____ DATE HIRED: _____

PLEASE CHOOSE A CHAPTER LOCATION WHERE YOU WOULD LIKE TO ATTEND MEETINGS:

CHAPTER # & LOCATION

- ___ 1 Escanaba/Marquette (UP-West)
- ___ 2 Newberry (UP-East)
- ___ 3 Cadillac Area
- ___ 4 Grayling/Gladwin/Roscommon Areas
- ___ 5 Grand Rapids Area
- ___ 6 Saginaw/Tri-Cities Area
- ___ 7 Kalamazoo/Plainwell Area
- ___ 8 Jackson/Ann Arbor Area
- ___ 9 Lansing - Labor & Economic Growth
- ___ 10 Lansing - North MLK Blvd.
- ___ 11 Lansing - MDOT - Design/Local Services
- ___ 12 Lansing - Secondary Complex & MSP Lab
- ___ 13 Lansing - MDOT - Traffic & Safety

CHAPTER # & LOCATION *continued*

- ___ 14 Lansing - MDOT - Planning
- ___ 15 Lansing - DEQ - AQD, GLMD
- ___ 16 Lansing - DEQ - Water, ESSD, OGL
- ___ 17 Lansing - DEQ - WHMD & RRD
- ___ 18 Lansing AGR Lab
- ___ 19 Oakland/Macomb/St. Clair Counties
- ___ 20 Wayne County
- ___ 21 Lansing District Office & Agriculture Downtown
- ___ 22 Cadillac Place
- ___ 23 Fisher Building, Detroit
- ___ 24 Saginaw BWUC RICC
- ___ 25 Grand Rapids BWUC RICC
- ___ 26 All Other Downtown Departments (DLEG, DNR, DMB, DMA, FIA)

SIGNATURE: _____ DATE: _____

FILL OUT COMPLETELY & RETURN TO: SEIU LOCAL 517M, 1026 E MICHIGAN AVE, LANSING, MI 48912

VISIT US ON OUR WEBSITE AT: WWW.SEIU517M.ORG

MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M

Authorization for Payroll Deduction

MISU [] [] [] [] **EL 01**

Social Security Number

I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$21.10 in advance of each two-week pay period from any earned accrued wages due me, until revoked by written notice, and to remit same to Michigan Public Employees, SEIU Local 517M for payment of my Union dues. Consent is additionally hereby given to increase or decrease the specific sum of \$21.10 deduction each two week period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee _____

Name (Please Print) _____ Department _____

Dues, fees, and assessments to SEIU Local 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU Local 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Appendix C

**MICHIGAN PUBLIC EMPLOYEES, SEIU Local 517M - Technical Bargaining Unit
Authorization for Service Fee Payroll Deductions**

MISU

Social Security Number						Deduction Code			
						E	L	0	2

On this date, _____, I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$18.57 in advance of each two-week pay period from any earned wages due me, until revoked by written notice, and to remit the same to the Michigan Public Employees, SEIU Local 517M for payment of my Service Fee Deduction. Consent is additionally hereby given to increase or decrease the specific sum of \$18.57 deduction each two-week pay period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee _____

Name (Please Print) _____ Department _____

"Dues, fees, and assessments to SEIU 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code."

Appendix D
Departmental Layoff Units and Bumping Sequence

1. Departmental Layoff Units

In accordance with the provisions of Article 13 of this Agreement, the following represents the designated layoff units for Department/Agencies which employ members of this Unit unless altered through secondary negotiations.

- A. Department of Transportation:
region, except for the Lansing area which will include the Secondary Complex and the Bureau of Aeronautics as one layoff unit.
- B. Department of Natural Resources:
County
- C. Department of Agriculture/Department of Environmental Quality:
County
- D. Departments of State Police/Management and Budget:
County, except that Ingham and Eaton shall be one layoff unit.
- E. Department of Community Health:
County
- F. In the following Departments, layoff units shall be the geographical or organizational entity as defined in the employment preference plans on file with Civil Service unless altered through secondary negotiations.
 - Department of Corrections
 - Department of Consumer and Industry Services
 - Department of Civil Service
 - Department of Education
 - Unemployment Agency
 - Department of Military and Veterans Affairs
 - Department of State
 - Department of Information Technology
 - Department of Labor And Economic Growth
 - Department of Treasury
 - Department of History, Arts and Library
 - Department of Human Services

2. Bumping Procedure

Employees of this Unit, if exercising their option to bump, shall do so in the sequence provided herein unless altered through secondary negotiations.

- A. Department of Transportation/Management and Budget:

- 1
2 (1) The employee shall have the right to first bump laterally within his/her current
3 class/level in his/her layoff unit.
4
5 (2) If a lateral bump as provided in A1 above is unavailable, the employee may
6 bump at the next and successively lower levels within his/her current class
7 series within his/her layoff unit if available. If not, the employee may bump at
8 the next and successively lower levels statewide.
9
- 10 B. Departments of Agriculture/State Police/Environmental Quality/Community
11 Health/Natural Resources:
12
- 13 (1) The employee shall have the right to first bump laterally in his/her current
14 class/level within his/her layoff unit
15
- 16 (2) If a lateral bump as provided in B1 above is unavailable, the employee shall
17 have the option of bumping at the next and successively lower levels within
18 his/her current class series within the layoff unit.
19
- 20 (3) If a bump, as provided in B2 above is unavailable the employee may bump in
21 his/her class/level statewide. If this is unavailable, the employee may bump at
22 successively lower levels within his/her current class series statewide.
23
- 24 C. The bumping procedure for those Departments designated in Section 1(f) of this
25 Appendix shall be in accordance with the employment preference plans on file with
26 Civil Service unless altered through secondary negotiations.
27
- 28 3. The parties agree that an employee's bumping rights as provided in Section 2A-C
29 above, shall only be exercised in the Bargaining Unit and only in those
30 classifications to which the employee has served and attained Civil Service status.
31
32

Appendix E

**Reassignment Expense Reimbursement
for Eligible Employees**

1. Persons Covered:

All authorized full-time employees currently employed by the State of Michigan being reassigned under Article 16, who actually move their residence closer to the new work location as a direct result of the reassignment, and who agree to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this policy. New employees not presently (on the effective date of this Agreement) working for the State of Michigan shall not be entitled to benefits provided in this policy.

2. By Commercial Mover:

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

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

B. Packing: The State will pay up to \$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;

1
2 D. Extra labor charges required to handle heavy items, i.e., pianos, organs,
3 freezers, pool tables, etc.

4
5 Charges for stopping in transit to load or unload goods and the cost of additional
6 mileage involved to effect a stop in transit must be paid by the employee. Also,
7 extra labor required to expedite a shipment at the request of the employee must
8 be paid by the employee.

9
10 **3. Mobile Homes:**

11
12 The State will pay the reasonable actual cost for moving a mobile home if it is the
13 employee's domicile, plus a maximum \$1,000 allowance for blocking, unblocking,
14 securing contents or expando units, installing or removal of tires (on wheels) on
15 or off the trailer, AND removal or replacement of skirting will be paid by the State
16 when accompanied by receipts.

17
18 Utility connections to existing utilities within an established mobile home park, up
19 to \$200, when accompanied by receipts. ("utility connections" means connecting
20 to existing electrical power, gas and water.)

21
22 "Actual moving cost" includes only the transportation cost, escort service when
23 required by the governmental unit, special lighting permits, tolls or surcharges.
24 "Actual moving cost " does not include the moving of oil tanks, out buildings,
25 swingsets, etc. that cannot be dismantled and secured inside the mobile home.

26
27 Mobile home liability is limited to damage to the unit caused by negligence of the
28 carrier, and to contents up to a value of \$1,500. Additional excess valuation
29 and/or hazard insurance may be purchased from the carrier at the expense of the
30 employee.

31
32 The repair or replacement of equipment of the trailer, i.e., tires, axles, bearings,
33 lights, etc, are the responsibility of the owner.

34
35 **4. Storage of Household Goods:**

36
37 The State will pay for storage not in excess of sixty (60) calendar days in
38 connection with an authorized move at either origin or destination, only when
39 housing is not readily available.

40
41 **5. Temporary Travel Expense:**

42
43 From effective date of reassignment, up to sixty (60) calendar days of travel
44 expenses at the newly assigned work station are allowed. Extension beyond sixty
45 days, but not to exceed a total of one hundred eighty (180) days, may be allowed
46 due to unusual circumstances at the full discretion of the Employer. Authorized

1 travel shall include one (1) round trip weekly between the new work station and
2 the former residence.

3
4 **6. To Secure Housing:**

5
6 A continuing employee and one (1) additional family member will be allowed up
7 to three (3) round trips to a new official work station for the purpose of securing
8 housing. Travel, lodging, and food costs will be reimbursed up to a maximum of
9 nine (9) days in accordance with the Standardized Travel Regulations.

10
11

Appendix F

**Letter of Understanding
Article 26**

The attached Rules for Network Use will be used by the parties in determining in-network and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some State employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside Michigan:

Members who need medical care when away from Michigan can take advantage of the Third Party Administrator's National PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary care -two primary care physicians (PCP) within 15 miles;
- Specialty care -two specialty care physicians (SCP) within 20 miles; and
- Hospital - one hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

MEMBER COSTS ASSOCIATED WITHIN IN-NETWORK OR OUT-OF-NETWORK USE

	IN-NETWORK	OUT-OF-NETWORK
Deductible	\$200/Individual \$400/Family	\$500/Individual \$1,000/Family
Effective 1-1-09	\$300/Individual \$600/Family	\$600/Individual \$1,200/Family
Co-Payments	Office Visits \$10	Most Services 10%
Effective 10-1-08	Office Visits \$15 Services 0% Or 10% Emergency 0%	(See 2. Below)
Effective 10-1-08	Emergency room visit \$50 co-pay if not admitted	Emergency room visit \$50 co-pay if not admitted
Preventive Services	Covered At 100% Limited To \$1500 Per Calendar Year Per Person.	Not Covered
Out-of-Pocket Maximum	\$1,000/Individual \$2,000/Family	\$2,000/Individual \$4,000/Family

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.
2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).
 - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.
 - If the non-network provider is not a Blues' participating provider, the provider does not accept blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, co-payment or out-of-

1 pocket maximum cannot be used to satisfy the in-network deductible, co-payments
2 or out-of-pocket maximum.
3

4 3. If a member does not have access to the network as provided above, the member
5 will be treated as in-network for all benefits. The member will be responsible for the
6 in-network deductible (if any) and co-payment (if any).
7

8 4. If a member does not have access to the network but then additional providers join
9 the network so that the member would now be considered in-network, the member
10 will be notified and given a reasonable amount of time in which to seek care from
11 an in-network provider. Care received from a non-network provider after that grace
12 period will be considered out-of-network and the out-of-network deductibles, co-
13 payments and out-of-pocket maximums will apply. If a member is undergoing a
14 course of treatment at the time he becomes in-network, the in-network rules will
15 continue for that course of treatment only pursuant to the PPO standard transition
16 policy. Once the course of treatment has been finished, the member must use an
17 in-network provider or be governed by the out-of-network rules.
18

19 If a member is under a course of treatment on January 1, 2003 when the new State
20 Health Plan is implemented, the member will be treated as in-network until the
21 course of treatment is concluded pursuant to the PPO standard transition policy.
22 After that, the level of benefits will be governed by the in/out-of-network rules of the
23 new State Health Plan.
24
25

Appendix G

Article 26 State Health Plan PPO – Benefit Chart

State Health Plan (PPO)		
	In-Network	Out-of-Network
Preventive Services - Limited to \$1500 per calendar year per person		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered –100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered –100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered –100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered –100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered – 100%	Not covered
Fecal Occult Blood Screening	Covered –100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered – 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not covered
PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT		
Mammography Screening for standard film. Covers digital up to standard film rate	Covered – 100%	Covered - 90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam (Effective Jan. 1, 2006)	Covered – 100%	Covered - 90% after deductible
	Beginning At Age 50; One Every 10 Years	
Childhood Immunizations (Effective Jan. 1, 2006)	Covered 100% For Children Through Age 16	Covered 90% After Deductible
Physician Office Services		
Office Visits	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$ 15 co-pay	
Outpatient and Home Visits	Covered – 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$15 co-pay	

Agreement Between
The State of Michigan and The United Technical Employees Association

Emergency Medical Care		
Hospital Emergency Room-approved diagnosis, prudent person rule	Covered - 100% for emergency medical illness or accidental injury	Covered - 100% for emergency medical illness or accidental injury
Effective 10-1-08:	Covered - 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury	Covered - 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury
Ambulance Services – medically necessary for illness and injury	Covered – 100% after deductible	Covered - 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered – 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered - 90% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered - 100% after deductible Unlimited Days	Covered - 90% after deductible Unlimited Days
Inpatient Consultations	Covered - 100% after deductible	Covered - 90% after deductible
Chemotherapy	Covered - 100% after deductible	Covered - 90% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered - 100% after deductible	Covered – 90% after deductible
	120 days per confinement	
Hospice Care	Covered - 100%	Covered - 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered - 100% after deductible	Covered - 100% after deductible
	Unlimited visits	

Agreement Between
The State of Michigan and The United Technical Employees Association

Surgical Services		
Surgery - includes related surgical services	Covered - 100% after deductible	Covered - 90% after deductible
Voluntary Sterilization	Covered - 100% after deductible	Covered - 90% after deductible
Human Organ Transplants		
Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered - 100% after deductible-in designated facilities only	Covered -100% after deductible in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow - when coordinated through the TPA - specific criteria applies	Covered - 100% after deductible	Covered - 90% after deductible
Kidney, Cornea and Skin	Covered - 100% after deductible	Covered - 90% after deductible
Mental Health Care and Substance Abuse - Covered under non-BCBSM contract		
Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only
Other Services		
Allergy Testing and Therapy	Covered - 100% after deductible	Covered - 90% after deductible
Rabies treatment after initial emergency room treatment	Covered - 100% after deductible	Covered - 90% after deductible
Chiropractic Spinal Manipulation Effective 10-1-08:	Covered - \$10 co-pay Covered - \$15 co-pay	Covered - 90% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered - 100% after deductible	Covered - 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered - 100% after deductible	Covered - 90% after deductible
	Up to a combined maximum of 90 visits per calendar year	
Durable Medical Equipment	Covered 100%	Covered 80% Of Approved Charges
Prosthetic and Orthotic Appliances		Covered 80% Of Approved

Agreement Between
The State of Michigan and The United Technical Employees Association

	Covered 100%	Charges
Private Duty Nursing	Covered - 90% after deductible	Covered - 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program Effective 10-1-08:	\$10 office visits; more frequent than 36 months if standards met. \$15 office visits; more frequent than 36 months if standards are met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered - 90% after deductible (up to 20 visits annually)	Covered - 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	
Deductible, Co-pays and Dollar Maximums		
Deductible	\$200 per member; \$400 per family	\$500 per member; \$1,000 per family
Effective 1-1-09:	\$300per member; \$600per family	\$600per member; \$1,200per family
Co-pays		
- Fixed Dollar Co-pays - Do not apply toward deductible - Effective 10-1-08:	\$10 for office visits/consultations, Chiropractic \$15 for office visits/consultations, Chiropractic	
- Percent Co-pays - MH/SA co-pays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MHSA outpatient, and private duty nursing	10% for most services; MHSA at 50%
Annual Dollar Maximums		
- Fixed Dollar Co-pays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Co-pays - MH/SA and private duty nursing co-pays do not apply toward out-of-pocket maximum	\$1,000 per member; \$2,000 per family	\$2,000 per member; \$4,000 per family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

LETTERS OF UNDERSTANDING

**LETTER OF UNDERSTANDING
Contracting Committee**

During the 2007 negotiations, the Office of the State Employer and SEIU Local 517M agreed to establish a joint committee for the purpose of reviewing the contracting out of services including CS-138's.

For the Union
Dennis Streeter

For the Employer
Cheryl Schmittdiel

**LETTER OF UNDERSTANDING
UTEA: Letter of Understanding
Article 13 - Borland Arbitration Decision**

In the course of the 1987 negotiations, the parties agreed to provide certain rights for those employees in limited term positions covered by the David Borland Arbitration Decision Number FMCS 87K/00191. For the purposes of this Letter only, such persons shall be referred to as "employees". Employees shall have all wages and benefits to which they are entitled under the Collective Bargaining Agreement. In addition, employees who accrue 1040 hours or more of continuous service after July 1, 1987 shall have the following rights.

1. Upon expiration of their appointment, employees shall have the right to place their names on recall lists for future permanent employment and shall have recall rights in accordance with Article 13. Upon recall, employees shall be considered as new hire for the purposes of relocation and travel expense reimbursement.
2. Upon expiration of their appointment, employees shall have the right to be recalled to a limited term position in seniority order in the district in which they were employed in the previous year if the Department intends to fill limited term positions. Upon recall, employees shall be covered by applicable Travel Regulations.

Office of the State Employer
George G. Matish
Bea Goree

United Technical Employees Association
Joseph Cohn

Michigan Department of Transportation
John Lopez
Date: October 19, 1987

LETTER OF UNDERSTANDING
Article 16 - Transfers and Reassignments

1
2
3
4 During the course of the 1987 negotiations, the parties reached the following
5 understanding regarding the implementation of Article 16 in the Department of
6 Transportation only.

- 7
8 1. In considering applicants for transfer, the Department shall select the most senior
9 qualified candidate in accordance with Article 16.
10
11 2. In considering reassignments, the Department shall select the least senior qualified
12 candidate in accordance with Article 16.
13
14 3. "Qualified" shall be defined as: "Completion, in an approved manner, of all training
15 required to perform the task or job, or performance of the requirements of the task
16 or job, or performance of the task or job itself within the preceding twelve (12)
17 month period."
18
19 4. For purposes of this Letter, qualification shall only be considered for individual
20 employees at the lead worker level or above where there is no element system in
21 place.
22

Office of the State Employer
George G. Matish
Bea Goree

United Technical Employees Association
Joseph Cohn

Michigan Department of Transportation
John Lopez

Date: October 19, 1987

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Agreement Between the
Michigan Department of Transportation and
United Technical Employees Association
Regarding Work Element Training and Selection

Selection for Training:

There is some inconsistency between districts in the selection process. The Work Element Manual, page 2, states training in work elements will be based on seniority, availability of the work elements, and staffing requirements. It was agreed that:

1. Engineering supervision will select the most senior applicant for training in work elements which are available and which does not conflict with needed staffing.

- 1 2. If an applicant with seniority cannot be released when a needed work element
2 becomes available, he or she will be assigned the next available opportunity for the
3 training (Work Element Manual, pg 2).
4
- 5 3. Training opportunity will be balanced to include members in under utilized classes
6 in accordance with principles of Civil Service and Michigan Equal Employment
7 Opportunity Council Guidelines for Implementing Civil Service Rule 1.2b.
8 Monitoring for consistency will be done by the central construction division staff.
9
- 10 4. Copies of the Work Element Manual will be distributed to all permanent and
11 temporary technicians. If more manuals are needed, the responsible supervisor can
12 obtain them by calling Lansing.
13

14 **Processing Work Elements:**

15
16 The Work Element Manual, page 3, states action will be taken by resident/project engineers
17 within ten (10) work days of receiving a work element certification form. This time table has not
18 always been met in actual practice. It was agreed that:

- 19
20 1. Except in emergency situations, engineering supervision will process the application
21 within 15 work days of submission.
22
- 23 2. The manual states district panels will review applications at least quarterly. To this
24 we would add that there must be no appreciable delay that would affect the
25 applicant's eligibility for reallocation or promotion.
26
- 27 3. An application for work element certification must be submitted within one year of
28 performance to guarantee recognition by the district panel (Work Element Manual,
29 pg 3).
30
- 31 4. Most, but not all, district panels conduct the oral interview and documentation review
32 on a one-on-one basis with a panel member. It is recommended that all panels do
33 this as stated in the "Oral Interview Guidelines" memo dated October 8, 1979. It is
34 also recommended that panel members be rotated to provide for distribution of this
35 duty.
36
- 37 5. The district panel must transmit their action on all work elements processed to the
38 applicants within 10 work days of the panel meeting.
39

40 **Appeals Process:**

41 Any applicant who feels there is a problem in their work element training or certification which
42 cannot be resolved through normal channels may use the following appeals process:

- 43
44 1. The employee can submit the attached appeals form to the resident/project engineer with
45 a statement concerning the problem within 10 work days of the event. If the appeal
46 concerns a district panel decision it can be submitted directly to the district field engineer.

Agreement Between
The State of Michigan and The United Technical Employees Association

- 1 2. The resident/project engineer will review the appeal and attempt to resolve the
2 problem within ten (10) work days of receipt. The results will be recorded on the
3 form and forwarded to the district field engineer with a signed and dated copy
4 returned to the employee.
5
6 3. If the problem remains unresolved at the project level, the district field engineer will
7 review the appeal and make recommendations on the appeal form with copies
8 returned to the resident /project engineer and the employee within ten (10) work
9 days of receipt.
10
11 4. If the problem remains unsolved at the district level, the appeal will be forwarded to
12 Lansing construction division for review and follow-up within 15 work days of
13 receipt.
14
15 5. If the employee disagrees with this determination, a grievance may be filed at Step 2.
16

Michigan Department of Transportation
Faustino Pumarajo, Jr.

United Technical Employees Association
Joseph Cohn

17
18

LETTER OF UNDERSTANDING
Between the
Michigan Department of Transportation
and the
United Technical Employees Association

RE: Short Term Inter-District Reassignments

As a result of discussions between MDOT and UTEA the parties have agreed that the following procedure shall apply to all short term, inter-district reassignments of MDOT Construction Division personnel covered under the Collective Bargaining Agreement existing between UTEA and the State of Michigan.

I. Short Term Inter-District Reassignments

- 1, Short term reassignments are hereby defined as the reassignment of an employee from his/her current work location to a different work location for a period of one construction season (April 1 - November 30).
2. In the event MDOT determines that short term reassignments are to be implemented, the following procedure will be used:
 - a. MDOT will determine the work location(s) from which employees are to be reassigned.
 - b. MDOT will determine the work location(s) to which employees are to be reassigned.
 - c. MDOT will determine the number of employees, the classification(s), level(s), and the work elements required for an employee to be eligible for reassignment.
 - d. MDOT will seek volunteers from among the eligible employees at the work location(s) which has/have been identified as over staffed.
 - e. Eligible employees will be selected on the basis of seniority beginning with the most senior employee.
 - f. In the event there are not enough volunteers, employees will be selected on the basis of inverse seniority beginning with the least senior eligible employee.
3. No employee covered by this agreement will be subject to more than one (1) short term, inter-district reassignment per construction season.
4. The length of the reassignment may be extended by mutual written agreement of MDOT and the individual employee.

- 1 5. Each reassigned employee will be entitled to expenses for full the duration of the
2 reassignment.
3
4 6. Each employee will be returned to his/her previous work location at the end of
5 the reassignment period.
6
7 7. The parties agree that the advance notification requirement contained in the
8 Collective Bargaining Agreement shall not apply to the short term reassignments
9 covered by this Letter of Understanding. However, MDOT agrees that it will give
10 affected employees a minimum of five (5) calendar days notice.
11
12 8. All personnel transactions covered under this agreement will be documented
13 before or immediately following the reassignment. Copies of all documents will
14 be placed in the employee's personnel file.
15
16 9. Overtime will be handled in accordance with Article 17, Section 14, and the
17 accompanying Letter of Understanding. Individuals will be equalized in the
18 overtime equalization unit in which they spent the majority of their time in a
19 calendar year.
20

United Technical Employees Association
Joseph Cohn
Date: June 6, 1994
Michigan Department of Transportation
Wayne E. Roe
Date: June 15, 1994

Office of the State Employer
Sharon J. Rothwell
June 20, 1994

21

LETTER OF UNDERSTANDING
Between the
Michigan Department of Transportation
and the
United Technical Employees Association
and
The Office of the State Employer

The parties have discussed and agreed that give the changes in the work environment, it is imperative that technicians perform a variety of technicians duties. The following Letter of Understanding is being enter into by the parties to provide for flexibility in assigning duties to technicians. This agreement is not designed to alter, amend or modify in any way, the Collective Bargaining Agreement existing between the United Technical Employees Association and the State of Michigan.

RE: Flexible Work Assignment for Technicians

Definitions

Technician Classifications -- The following are classifications covered by this agreement: Drafting, Construction, Traffic, Engineering and Survey Technicians.

Employee -- Anyone hired into a permanent or temporary position in one of the above referenced classifications in the MDOT after the effective date of this agreement.

Existing Employee – Anyone occupying a permanent position in the above listed classifications in the MDOT prior to the effective date of this agreement.

Implementation of New Employees

1. All new employees covered by this agreement will be hired into the department under one of the aforementioned technicians classifications.
2. New employees may be assigned to perform duties outside their classification to any of the technician classifications listed above. Such assignments can be made within a worksite.
3. Such assignments will be made by the employer as needed to meet the department's work load priorities and will be done in a manner that provides employees with an equal opportunity to perform them.
4. Such assignments will not be considered "working out of class" when performed for the training purposes or at the same or lower level.

Implementation of Existing Employees

1. Except in emergency situations existing employees will be given the opportunity to volunteer based on seniority to perform duties outside of their classification under any of the technician classifications listed above.

- 1 2. The department will seek volunteers of existing employees within thirty (30) days
2 after the effective date of this agreement. Thereafter, those existing employees who
3 did not participate will be given the opportunity to volunteer during the month of
4 March 1999, and every April thereafter that this agreement is in effect.
5
- 6 3. No existing employee will be required to perform duties outside of their classification.
7
- 8 4. Such assignments will not be considered "working out of class" when performed for
9 training purposes or at the same or lower level.
10
- 11 5. During the period between November 15 and April 15, for the purpose of this
12 agreement, MDOT shall be able to assign existing employees to Winter
13 Assignments in the same manner and under the same conditions that such
14 assignments were made prior to the implementation of this Letter of Understanding.
15

16 Travel Status

17 Employees travel status (Schedule I/II) will be established by the classifications of their
18 primary position and the applicable Travel Regulations.
19

20 Overtime

21 Overtime will continue to be offered, scheduled and assigned in accordance with the
22 provisions of Article 17, Section 14(B) of the Collective Bargaining Agreement, existing
23 between the United Technical Employees Association and the State of Michigan.
24

25 Assignments/Reassignment/Transfers

26 Employees shall continue to be assigned, reassigned and transferred solely in
27 accordance with the provisions of Article 16 of the Collective Bargaining Agreement,
28 existing between the United Technical Employees Association and the State of
29 Michigan.
30

31 Duration

32 The parties agree to the term of this Letter of Understanding for the duration of the
33 primary Agreement. The parties agree that ninety (90) days before the end of this
34 agreement to meet and discuss how this letter of understanding is working, discuss
35 possible changes, and to determine if they wish to continue with this agreement.
36 However, notification should be provided to the other party in writing with forty five (45)
37 days prior to the termination of this agreement.
38

39 Bargaining Changes in UTEA - State of Michigan Collective Bargaining Agreement

40 If as a result of collective bargaining, any new language is adopted that impacts this
41 letter of understanding the parties agree to meet and bargain over the impact of such
42 language on this agreement, within thirty (30) days of ratification of the Collective
43 Bargaining Agreement.
44

45 Michigan Department of Transportation
46 by: *James D. Farrell* Date: 8/19/98

Office of the State Employer
by: *Janine M. Winters* Date: 9/8/98

by: *James Wilson* Date: 9/8/98

1
2 United Technical Employees Association
3 by: *Joseph Cohn* Date: 8/20/98
4

**Explanation of the Major Provisions of the
Flexible Work Assignment Letter of Understanding**

5
6
7
8 **1. Technician Classifications Covered:**

- 9 1. Drafting
10 2. Construction
11 3. Traffic
12 4. Engineering
13 5. Survey
14

15 **2. New Employee** - Anyone hired into a permanent or temporary position with the
16 Michigan Department of Transportation in any of the above cited classes after the
17 effective date of this agreement. These employees will be classified and appointed
18 according to their primary duties.
19

20 **3. Existing Employee** - Anyone occupying a permanent position in the Michigan
21 Department of Transportation in one of the above cited classes prior to the effective
22 date of this agreement.
23

24 **4. New Employee Assignments**

- 25 1. Michigan Department of Transportation will be allowed to assign new
26 employee duties in any of the above listed classifications.
27
28 2. Assignment of such duties outside of the employees primary classification may
29 only be done within the work site to which the employee is assigned. A work site
30 is a field office, TSC or district office.
31
32 3. All employees at a work site within the covered classification will be given an
33 equal opportunity to perform duties outside of their primary classification.
34
35 4. Such assignments are not working out of class.
36

37 **5. Existing Employee Assignments**

- 38
39 1. No existing employee will be required to perform work outside of their
40 classification.
41
42 2. All existing employees will be given the opportunity to volunteer for assignments
43 outside their classification.
44
45 3. Assignment of those who volunteer will be made on a rotating basis, based on
46 seniority, with the most senior being assigned first.

- 1 4. Existing employees will have 30 days from the effective date of this Agreement to
2 volunteer.
3
- 4 5. In March of 1999 and every April thereafter that this Agreement is in effect,
5 existing employees will be able to volunteer to participate or to remove
6 themselves from the volunteer list.
7
- 8 6. Michigan Department of Transportation will continue to be able to assign existing
9 employees to Winter Assignments between November 15 and April 15, in the
10 same way as they have in the past.
11
- 12 7. Assignments made under the provisions of the agreement will be made at the
13 same or lower level and will not be considered working out of class.
14
- 15 6. Travel Status - An employee's primary class will determine whether the employee is
16 in Schedule I or Schedule II travel status regardless of the travel status of the
17 temporary assignment.
18
- 19 7. Collective Bargaining Provisions - This letter in no way alters, amends or nullifies any
20 provisions of the Collective Bargaining Agreement existing between the UTEA and
21 the State of Michigan.
22

LETTER OF UNDERSTANDING
Human Resources Management Network (HRMN)

26 During negotiations in 2001 the parties reviewed changes in terminology that
27 resulted from the implementation of the new payroll-personnel system HRMN. The
28 parties have elected to continue to use terminology that existed prior to the
29 implementation of HRMN even though that same terminology is not utilized in HRMN.
30 The parties agree that the HRMN terminology does not alter the meaning of the contract
31 language unless specifically agreed otherwise.
32

33 An example of this are the terms "transfer, reassignment, and demotion" which
34 are called "job change" in HRMN. The HRMN history record will show each of these
35 transactions as a job change, however they will continue to have the same contractual
36 meaning they had prior to the implementation of HRMN.
37

38 FOR THE UNION
39 *Dennis L. Streeter*

FOR THE EMPLOYER
Janine M. Winters

LETTER OF UNDERSTANDING
ARTICLE 16
ASSIGNMENT AND TRANSFER

The parties agree that entry level (8) Technician position vacancies in the Michigan Department of Transportation (MDOT), which are filled as a result of the formal MDOT recruitment process conducted at colleges and universities, are exempt from the provisions of Article 16, Section 5.A.3.

The parties further agree that the remaining provisions of Article 16, Section 5.A will be exhausted prior to making any contingent offer of employment to a graduating candidate during the formal MDOT recruitment process and, upon acceptance of the contingent offer of employment by said candidate, the entry level Technician vacancy will be considered filled.

The parties also agree that, upon acceptance of the contingent offers of employment, MDOT will provide to the union a list of the successful candidates and the locations of the positions to be filled.

This Letter of Understanding is entered into for the term of the agreement unless the parties mutually agree to extend it during negotiations in 2007.

FOR THE UNION Jerry Ketchum, President SEIU LOCAL 517M, TECHNICAL UNIT	FOR THE EMPLOYER David H. Fink, Director Office of the State Employer
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LETTER OF UNDERSTANDING
Article 24, Section 1

During the term of this Agreement, the parties agree that if the Michigan legislature authorizes a pay increase for its elected members, such pay increase authorization shall trigger a wage reopener for the year, or years, in which that increase was effective. This Letter of Understanding shall expire September 30, 2011.

For the Union <i>Dennis Streeter</i>	For the Employer <i>Cheryl Schmittziel</i>
---	---

**LETTER OF UNDERSTANDING
Dental Hygienists**

The parties agree to establish a committee comprised of one representative each from the Department of Community Health, the Department of Corrections, the Office of the State Employer, and three representatives of the SEIU Local 517M Technical Unit, as designated by the Union, to review issues related to the recruitment and retention of Dental Hygienists. The committee will review best practices in the field as well as scheduling and compensation. Findings which involve mandatory subjects of bargaining will be referred to the Director of the Office of the State Employer and the Executive Vice President of the SEIU Local 517M for possible action.

For the Union
Dennis Streeter

For the Employer
Cheryl Schmittziel

**LETTER OF UNDERSTANDING
SEIU Local 517M Prescription Drug Communication Committee**

During the 2007 negotiations, the Office of the State Employer and SEIU Local 517M agreed to establish a joint committee for the purpose of determining the best way to communicate the changes to unit employees in the prescription drug program. Those changes include, but are not limited to, the Generics Preferred program, Step Therapy, and Drug Quantity Management.

The committee will hold its first meeting on or before May 1, 2008 and will make its recommendations, to OSE and the Union no later than June 30, 2008, unless extended by mutual Agreement of the parties.

For the Union
Dennis Streeter

For the Employer
Cheryl Schmittziel

LETTER OF UNDERSTANDING
Article 29
Drug and Alcohol Testing

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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
Dennis Streeter

For The Employer
Cheryl Schmittziel

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

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

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

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

In the event the Office of the State Employer determines that the Union's use of the state's e-mail system violates provisions of this Letter of Understanding, upon notice from the Office of the State Employer, the Union shall promptly take steps to correct the violation. In the event of a repeat violation, the Office of the State Employer and the Union shall meet and resolve the issue.

The program will continue for the duration of the agreement unless the Office of the State Employer identifies problems that cannot be resolved after meeting with the union. The Office of the State Employer reserves the right to cancel the program if the parties fail to resolve any identified problem(s).

For The Union
Dennis Streeter 11-04-04

For The Employer
Cheryl Schmittiel 11-04-04

**LETTER OF UNDERSTANDING
BANKED LEAVE TIME PROGRAM**

1
2
3
4 1. Eligibility.

5 Permanent and limited-term, full-time, part-time, seasonal, and intermittent,
6 probationary and non-probationary employees shall be required to participate in the
7 banked leave time program (program). Non-career employees are not eligible to
8 participate in the program.
9

10 2. Definitions and description of program.

11 An eligible employee shall work a regular work schedule, but receive pay for a
12 reduced number of hours. The employee's pay shall be reduced by four (4) hours per
13 pay period for full-time employees, and by a pro rata number of hours for less than full-
14 time employees. The employee will be credited with a like number of Banked Leave
15 Time (BLT) hours for each biweekly pay period.
16

17 3. Hours Eligible For Conversion To Program.

18 The number of BLT hours for which the employee receives credit shall be
19 accumulated and reported periodically to participating employees. During the term of
20 this letter of understanding, an employee shall not be able to accumulate in excess of
21 184 BLT hours. Accumulated BLT hours shall not be counted against the employee's
22 annual leave cap, known as part a hours under the annual and sick leave program.
23

24 The employee shall be eligible to use the accumulated BLT hours in a subsequent
25 pay period in the same manner as annual leave, pursuant to article 25.
26

27 4. Timing Of Conversion Of Unused Program Hours.

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

35 If the amount of a projected contribution would exceed the maximum amount
36 allowable under section 415 of the internal revenue code (when combined with other
37 projected contributions that count against such limit), the state shall first make a
38 contribution to the employee's account within the State of Michigan 401(k) plan up to
39 the maximum allowed, and then make the additional contribution to the employee's
40 account within the State of Michigan 457 plan.
41

42 5. Insurances, Leave Accruals And Service Credits.

43 Retirement service credits, overtime compensation, longevity compensation, step
44 increases, continuous service hours, holiday pay, annual and sick leave accruals will
45 continue as if the employee had received pay for the BLT hours. Premiums, coverage
46 and benefit levels for insurance programs (including LTD) in which the employee is

1 enrolled will not be changed as a result of participation in the program. Employees shall
2 incur no break in service due to participation in the program. Subject to legislative
3 approval, the program is not intended to have an effect on the final average
4 compensation calculations under the state's defined benefit plan nor the salary used for
5 employer contribution calculations under the state's defined contribution plan.

6
7 **6. Relationship To Plan A And Plan C.**

8 Before incurring unpaid Plan A or plan C hours all BLT hours must be exhausted.
9

10 **7. Term.**

11 The program shall be effective the pay period beginning January 2, 2005. The pay
12 reduction and accrual provisions of this Letter of Understanding shall be in effect
13 through the pay period ending October 22, 2005 unless extended by mutual agreement
14 of the parties.

15
16 For The Union
17 Jerry Ketchum 10-28-04

16 For The Employer
17 Cheryl Schmittziel 10-28-04

18
19 **LETTER OF UNDERSTANDING**
20 **SEIU Local 517M Technical Unit**
21

22 The parties agree that employees in the Technical Bargaining Unit classified as
23 state worker 4 may work up to 1,040 hours in a calendar year. The parties further agree
24 that employees in the Technical Unit assigned to MDOT Civil Engineer or Technician
25 co-op positions as permitted under Article 27, Section 4 of the Agreement, may work up
26 to 2,080 hours in a calendar year.
27

28
29 For The Union
30 Jerry Ketchum 09-29-04

29 For The Employer
30 David H. Fink 09-29-04

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