Cornell University
ILR School

BLS Contract Collection

Title: **Michigan, State of and Michigan State Employees Association (MSEA), (2005) (MOA)**

K#: **830249**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - http://digitalcommons.ilr.cornell.edu/blscontracts/1/

For a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

For more information about the BLS Contract Collection, see http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

K830249

Effective
01/01/05
to
12/31/07

ARTICLE 1
PREAMBLE

This Agreement is made and entered into at Lansing, Michigan, by and between the State of Michigan and its principal Departments and Agencies (hereinafter referred to as the "Employer"), represented by the State Employer, and the Michigan State Employees Association (hereinafter referred to as "MSEA"), as exclusive representative of employees employed by the State of Michigan and as specifically set forth in Article 3, shall be effective when it has been ratified by the Employer and MSEA and approved by the Civil Service Commission.

All non-economic provisions contained in this Agreement will be effective according to their terms upon ratification. Economic provisions of this Agreement shall become effective on the date specified in the particular Article. No provisions of this Agreement shall apply retroactively unless so specified in the particular Article.

If an agreement is not reached by the parties but goes to the impasse panel in accordance with civil service Rules and Regulations, a ratification vote will not be held.

ARTICLE 2
PURPOSE AND INTENT

A. It is the purpose and intent of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer. Upon approval by the Civil Service Commission, the provisions of this Agreement shall automatically modify or supersede: (I) conflicting rules and regulations of the Civil

Service Commission and Department of Civil Service pertaining to wages, hours, and terms and conditions of employment that are mandatory subjects of bargaining; and (2) conflicting rules, regulations, practices, policies and agreements of or within Departments/Agencies pertaining to terms and conditions of employment.

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

C. No individual employee or group of employees, acting independently of MSEA, nor appointing authority, department or agency acting independently of the state employer, may alter, amend, modify, or disregard any provisions hereof.

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

ARTICLE 3
RECOGNITION

A. Representation Units.

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

Labor & Trades Unit - certified March 27, 1979.

Safety & Regulatory Unit - certified September 14, 2001

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

B. Classifications.

1. The parties will review and at the request of MSEA meet to discuss the abolishment of existing Unit classifications as well as all new or revised bargaining unit classifications and sub-class codes. Any other new or revised classifications and sub-class codes consisting in part of duties of existing Unit classifications and all supervisory classifications of unit classes shall also be reviewed and discussed at the request of MSEA.
2. When the Employer recommends creation of a new classification and/OR sub-class codes, the Employer shall give concurrent notice to MSEA describing the class created, the number of positions, proposed salary range and the Bargaining Unit into which the Employer believes the new class should be placed.

3. The MSEA shall receive concurrent copies of recommendations or requests to Civil Service to abolish, modify or create Bargaining Unit classifications and sub-class codes, classifications consisting in part of duties of existing unit classifications, and all supervisor classifications of unit classes, sent to Civil Service by departments or the Office of the State Employer. All copies of recommendations by MSEA to abolish, modify or create classifications and sub-class codes shall be forwarded to the Office of the State Employer. The inclusion or exclusion of newly created classifications shall be resolved in accordance with the Civil Service Rules and Regulations.
4. Existing representational unit positions shall not be excluded from the Bargaining Units by or at the request of the Employer, without prior agreement of the parties. If no agreement is reached, the matter will be resolved through a unit clarification hearing or such other hearing as may be established by the Civil Service Rules and Regulations.

5. Representation unit positions shall not be reclassified, reallocated or re-titled by or at the request of the Employer for the sole purpose of removing same from the Unit(s) without prior agreement between the parties. This provision shall not be construed to prohibit the Employer from reallocating positions that have been downgraded for training because of the unavailability of a register. Classified employees in classes and positions assigned to these Units in accordance with this Section shall be subject to the provisions of this Agreement.
6. In the event of any layoff within a department, the Employer shall not abolish, modify or create new positions for the purpose of avoiding recall of laid off Bargaining Unit employees.

C. Appointment Duration.

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

When the employer fills a limited term appointment the Employer shall notify the MSEA. When a limited term appointment is to be extended the Employer will provide advance notice to the MSEA no less than ten (10) working days prior to the effective date of the extension. Disputes regarding notice shall not be grievable.

ARTICLE 4
ASSOCIATION RIGHTS

A. Aid to Other Organizations.

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

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

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

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

B. Information Provided to MSEA.

1. The Employer agrees to furnish to MSEA in electronic format a biweekly transactions report listing employees in these Units who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit(s), transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence(s) of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), who have been added to or deleted from the Unit(s) covered by this Agreement, or who have made any changes in Employee Organization deductions. This report shall include the employee's name, social security number, employee identification number, employee status code, job code description (class/level), personnel action and reason and effective start/appointment and end/expiration date, process level and former or new Department/Agency.
2. The Employer will provide to MSEA in electronic format a biweekly demographic report which shall contain the following information for each employee in the Bargaining Unit(s): the employee's name, social security number, employee identification number, street address, city, state, zip code, job code description (class, level and sub-class code), sex, race, birth date, hire date, department, agency, TKU, union deduction code and amount, status code (appointment code), position code, leave of absence/layoff effective date, continuous service hours, county code, unit code and hourly rate. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.
3. Membership dues and Agency Shop deductions for each biweekly pay period shall be remitted to the designated Executive Officer of MSEA, with an alphabetical list of names, by Department and Agency, of all enrollments, cancellations with departure coding, when available, deduction changes, additional deductions, name and/or social security number change, employee identification number change, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Executive Officer of MSEA an alphabetical listing, by Department and Agency, identifying those employees who have valid dues deduction authorization on file with the Employer from whose earnings no deduction of dues was made. Unavoidable delays shall not constitute a violation of this Agreement.
4. The Reports listed in Subsections 1, 2, and 3 above shall be provided in hard copy form or other format, including electronic data transfer.

C. Bulletin Boards.

The Employer agrees to furnish space for MSEA bulletin boards at reasonable locations mutually agreed upon in secondary negotiations for use by MSEA to enable employees of the representation unit to see materials posted thereon by the MSEA. Locations will normally be at or near an area where employees in these Units have reasonable access or congregate. The normal size of new bulletin boards will not exceed twelve (12) square feet. The Employer will continue providing bulletin boards provided under prior agreements with the MSEA and they need not conform to the normal size.

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

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

1. MSEA recreational and/or social affairs;

2. MSEA appointments;
3. MSEA election information;
4. Results of MSEA elections;
5. MSEA meetings;
6. Rulings or policies of MSEA;
7. Reports of MSEA standing committees;
8. Any other material authorized by the Employer or his/her designee and the President or his/her designee.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Employer or MSEA shall be posted. The bulletin boards shall be maintained by MSEA and shall be for the sole and exclusive use of MSEA. The Employer may remove posted material which violates the provisions of this Section and shall provide prompt notice of any removal to the President or his/her designee. In addition, the Employer will endeavor to make certain that unauthorized removal of material from MSEA bulletin boards does not occur.

D. Mail Service.

MSEA shall be permitted to use the internal mail systems of the State, both interdepartmental and intra departmental to communicate on issues such as individual or group grievances, notice of meetings with State Departments, transmittals or responses from State Departments, and all other matters which originate from conducting business with the State. Such mailings shall be of a reasonable size, volume and frequency.

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

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

Mail must originate from –

1. Employee to employee;
2. Steward to employee;
3. Employee to Steward;
4. Employee or Steward to Department or Agency personnel.

The Union shall be prohibited from processing Union originated mailings through the State mail system as this is in violation of the Private Express Statutes, Part 310 or 39 F.R. 36114 of the Federal Regulations. It is also in violation of the Administrative Manual Procedure, Chapter 6, Section 2, Subject 31.

No partisan political literature nor material ridiculing individuals by name or obvious direct reference nor defamatory or detrimental to Employer or MSEA shall be distributed through the mail system.

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

E. MSEA Information Packet.

The Employer agrees to furnish to new employees in the Units covered by this Agreement a packet of informational materials supplied to the Employer by the MSEA President or his/her designee. The Employer retains the right to review the material supplied and to refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference or materials defamatory or detrimental to the Employer or MSEA.

F. MSEA Meetings in State Premises.

The Employer agrees to furnish state conference and/or meeting rooms for MSEA local meetings upon prior request by the local representative or his/her designee, subject to approval by the appropriate local Employer Representative. Expected attendance cannot exceed the capacity of the room requested. Such facilities shall be furnished to MSEA in accordance with usual Agency practices. MSEA meetings on State

premises shall be governed by the Employer's operational considerations and shall be confined to the approved locations. The parties understand that Management has the right to limit access to State owned or leased buildings. Such limitations shall be based on operational and security considerations.

G. Telephone Directory.

The Employer agrees to publish free of charge the telephone numbers and business addresses of MSEA Offices in the next State of Michigan telephone directory as published by the Department of Management and Budget. Such listing shall include the identification of a reasonable number of MSEA staff/officers. The Employer agrees to extend the right provided in this Section to any new full time staff offices operated by MSEA. This shall not apply to office space granted pursuant to Section H. of this Article. The listing of MSEA Central Office and MSEA spokespersons in a departmental telephone directory shall be a proper subject of secondary negotiations only upon mutual agreement of the Union and the departmental Employer.

H. Office Space.

The Employer agrees to continue to provide reasonable office space in institutional settings where such office space is currently provided. For purposes of this section only, an institutional setting refers to a round-the-clock residential site. Confidentiality of the records and the access to that office space is an appropriate subject for secondary negotiations. In addition, where office space is not currently provided, the Employer agrees that, subject to its availability, office space and the confidentiality of records and access to that space at those institutional settings is an appropriate subject for secondary negotiations.

Such premises shall be for the sole and exclusive use of MSEA, and shall be provided to MSEA, for the lowest possible charge or fee, if required. This fee shall not include telephones. Access and security will be in accordance with institution or departmental rules. MSEA will maintain such space in appropriate condition and in accordance with its lease or other requirements of the Employer.

Subject to the following, all office space currently being used by MSEA under this Section may continue to be used, provided that the following paragraph of this Section may be invoked by the Employer.

Subject to its availability and in accordance with Department of Management and Budget and/or Departmental regulations, MSEA shall be permitted to lease office space in State owned buildings. No partisan political activity shall be conducted in such facilities, and no partisan political literature or material ridiculing individuals by name or obvious direct references or defamatory or detrimental to the Employer, shall be prepared in or distributed from such facilities.

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

I. Access to Premises by MSEA Staff.

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

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

The Employer may designate a private meeting place or may provide a representative to accompany the MSEA Officer or Representative where operational or security considerations do not permit unaccompanied MSEA access. The Employer Representative shall not interfere with or participate in these visitation rights. The Employer reserves the right to limit the number of representatives permitted on the

premises at any one time in accordance with operational and security needs and to suspend such access rights during emergencies, or in the case of abuse.

J. MSEA Presentation.

During a planned orientation of a new representational unit employee(s), MSEA shall be given an opportunity to introduce one local MSEA Representative or one central MSEA Staff Representative to speak briefly to describe MSEA, its rights and obligations as an exclusive representative. At least one (l) Employer Representative may attend said presentation as an observer, but shall not participate in and/or interfere with the MSEA presentation. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or defamatory or detrimental to the Employer shall be contained in such presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

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

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

The Employer will notify MSEA whenever a new employee is to be added to any Bargaining Units represented by MSEA. Such notification shall be submitted to the MSEA Central Office within thirty (30) calendar days from date of hire. The scheduling and handling of presentations under this Section may be discussed in secondary negotiations.

K. Picketing.

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

1. Picketing will be peaceful and non-threatening.
2. Picket line members, if employees in a covered Bargaining Unit, will be off duty.
3. Pickets will not cause entry to State-owned or occupied premises to be delayed or denied or attempt to persuade employees or the public not to cross picket lines.
4. All picketing paraphernalia will be removed from the picketing site by MSEA whenever picketing is not being engaged in.
5. Picketing will be conducted only at entrances to Employer owned or occupied premises, in a manner which does not impede or interfere with the public's use of public property, and only on portions of public property where such picketing does not interfere with normal operations or access.

L. Employee Organization Activity.

Bargaining Unit employees, including MSEA Officers and Representatives, and authorized non-employee MSEA Representatives, shall not conduct any MSEA activities or MSEA business on State work time or at State work locations except as specifically authorized by the provisions of this Agreement. However, the employer agrees that messages for MSEA officers and representatives shall be received and forwarded in a timely manner.

ARTICLE 5
MANAGEMENT RIGHTS

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

solely within the discretion of the Employer to determine, modify, establish or eliminate.

However, when the Employer intends to make any adverse changes in beneficial written employment policies or procedures, it shall, prior to implementation, notify the MSEA of such intent and, upon MSEA request, the parties shall meet in a good faith effort to address and attempt to resolve MSEA's concerns.

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

1. Determine matters of managerial policy; mission of the Agency; budget; the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of temporary emergency, to take whatever action is necessary to carry out the Agency's mission. However, if such determinations alter conditions of employment to produce substantial adverse impact upon employees, the modification and remedy of such resulting impact from changes in conditions of employment shall be subject to negotiation requirements. Such negotiations shall not be required where the action of the Employer is governed by another Article of this Agreement.
2. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer.
3. Determine the size and composition of the work force, direct the work of the employees, determine the amount and type of work needed and, in accordance with such determination, relieve employees from duty because of lack of funds or lack of work.
4. Make reasonable work rules which regulate performance, conduct, and safety and health of employees, provided that changes in such work rules shall be reduced to writing and furnished to MSEA for its information in accordance with Article 20.

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

This Agreement, including its supplements and exhibits attached hereto (if any), concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. MSEA acknowledges and agrees that the bargaining process, under which this Agreement has been negotiated, is the exclusive process for affecting terms and conditions of employment at both primary and secondary levels and such terms and conditions shall not be addressed under the Conference Procedure of the Civil Service Rules and Regulations.

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements, and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term, provided that Article 2, Section D, shall not be impaired. All negotiable terms and conditions of employment not covered by this Agreement shall be subject to the Employer's discretion and control.

ARTICLE 6
MSEA SECURITY

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

A Bargaining Unit employee shall either become a member of MSEA or comply with Subsection C below.

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

A. Dues Deduction.

Upon receipt of a completed and signed individual authorization form from any of its employees covered by this Agreement, currently being provided by MSEA and approved by the Employer, the Employer will deduct from the pay due such employees those dues required as the employee's membership in the MSEA.

Such authorizations shall be effective only as to membership dues becoming due after the delivery date of such authorization to the personnel office of the employee's Appointing Authority. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation; Federal Income Tax; State Income Tax; local or city income tax; other legally required deductions; individually authorized participation in state programs and enrolled employees' share of insurance premiums. However, employees may not avoid the obligations of this Article through the use of voluntary payroll authorizations described above. The amount of membership dues deductions shall be as certified to the Employer in writing by the authorized representative of MSEA.

Such authorizations of employees transferred from one Agency or Department to another and within these Bargaining Units shall automatically remain in effect. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not automatically remain on payroll deduction, except as provided by the Civil Service Rules and Regulations. Employees

recalled from layoff including employees recalled from seasonal layoff or returning from leaves of absence shall resume payroll deduction of dues or representation fees, commencing the first pay period of work.

An employee who is restored to employment pursuant to a "make whole" (or full back pay and benefits) arbitration award, court judgment, or grievance settlement shall be liable for the dues or fees arising from the period to which the award, judgment or

settlement applies, and the amount of such dues or fees shall be deducted from the "make whole" amount otherwise due.

Such dues deduction authorization may be revoked at any time by the employee furnishing written notice of such revocation to the personnel office of the employee's Appointing Authority.

B. Representation Fee Deductions.

An employee who avails him or herself of the opportunity to voluntarily terminate membership in MSEA, and an employee who has not submitted a valid individual voluntary Membership Authorization Card to the Employer or who does not produce satisfactory evidence of MSEA membership shall, within thirty (30) days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to MSEA a representation service fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of MSEA, in accordance with the applicable provisions of the Civil Service Rules and Regulations. Such obligation shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided in Appendix D of this Agreement; Provided, that nothing in this Agreement shall obligate an employee to continue membership in MSEA or to tender to MSEA the required service fee without the opportunity to terminate such membership at any time; and provided further that this Section shall not take effect until MSEA notifies the Employer in writing of the amount of this representation fee. Such notification may be made on or after the effective date of the Agreement.

C. Compliance Procedure.

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

1. The Employer has furnished to MSEA Central Office within twenty (20) work days of date of hire, the name and address of the newly hired employee.
2. After thirty (30) days from date of the employee's hire, the MSEA has first notified the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Union and/or to tender the required service fee.
3. Within ten (10) work days from the date the Union so notifies the Employer, the Employer shall:
   a. notify the employee of the provisions of this Agreement;
   b. obtain the employee's response; and
   c. notify the Union of the employee's response, or lack of response.

4. In the event the employee fails to become a member of the Union in good standing, renew membership or sign the "Authorization for Deduction of Representation

Service Fee" form after the above, the Union may request automatic deduction by notifying the Employer, with a copy to the employee, certified mail, return receipt requested.

5. Upon receipt of such written notice, the Employer shall, within five (5) week days, notify the employee, with a copy to the Union, that beginning the next pay period it will commence deduction of the service fee and tender same to the MSEA.

NOTE: For all employees returned to employment from indefinite or seasonal layoff, leave of absence or reinstatement within the same department/agency who had previously signed an authorization deduction card, the previous authorization deduction card shall remain in effect.

D. Employer Notification.

The Appointing Authority shall inform all future employees and employees returning from leave or layoff, upon their hire or return, and employees transferred into any MSEA Bargaining Unit, of the employee's obligations under this Article. The failure of the Appointing Authority to so inform shall not be defense to any employee who has failed to comply with the provisions of this Article.

E. Reimbursement.

The Employer agrees not to reimburse membership/representation fees to any employee without prior written notification to MSEA.

F. Objections to Amount of Service Fee.

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

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

ARTICLE 7
MSEA BUSINESS AND ACTIVITIES

A. Time Off for MSEA Business.

1. To the extent that attendance for MSEA business does not substantially interfere with the Employer's operation, properly designated MSEA Representatives, regardless of shift assignment, shall be allowed time off without pay for the following: MSEA Board of Directors Meetings, MSEA Executive Council Meetings, state or areawide MSEA Committee Meetings, MSEA General Assembly, MSEA sponsored training and other union business.

   Employees who have been granted leave without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Association activities. Such lost time shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work under this Article.
2. Except as may be mutually agreed to locally, on a case by case basis, an employee shall furnish written notice of the employee's intention to attend a function listed in Paragraph 1 above to his/her immediate supervisor, at least two (2) work days before the start of the pay period in which the leave is to be used, or in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement.

   In addition to the notice from the employee required above, except as may be mutually agreed to locally on a case by case basis, the MSEA President, designee or his/her constitutionally mandated successor shall also provide, at least two (2) work days before the start of the pay period in which the leave is to be used, or in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by MSEA to attend such MSEA designated functions.

   MSEA will provide such written notice to the named employee's immediate supervisor, the Office of the State Employer and the employee's department. No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the President, designee or his/her constitutionally mandated successor as provided above.
3. The employee may utilize any accumulated time (compensatory or annual) in lieu of taking such time off without pay. Employees who are not at or near their annual leave cap and who also have accrued compensatory leave hours may, at the employee's request, utilize annual leave and not compensatory leave. When the employee elects to utilize annual leave credits, MSEA may "buy back" such

credits up to a limit of one hundred twenty (120) hours each fiscal year, subject to the following regulations:

   a. Employees shall be permitted annual leave absence from work for such MSEA business only up to a maximum of their accrued credits.

b. MSEA may reinstate only such employee-expended credits used in the previous twelve (12) months by cash payment to the Department Personal Services Account at the employee's current daily rate. MSEA shall forward payment to the department in accordance with the provisions of Article 18 Section D. This provision shall be administered in compliance with applicable tax statutes.

c. MSEA shall be allowed to exercise the option of reinstating annual leave for any one employee not more than twice in each fiscal quarter of the year.

B. MSEA Officers.

MSEA agrees to furnish to the Office of the State Employer in writing the names, Departments/Agencies, and MSEA Office held of all elected or appointed members of the MSEA Board of Directors, Executive Council members and departmental caucus spokespersons within thirty (30) days of the effective date of this Agreement. Similar written notification shall be provided within five (5) days of any changes in the Offices of Board of Directors, Executive Council or departmental caucus spokespersons.

Such duly elected or appointed members of the MSEA Board of Directors who are covered under this Agreement shall be entitled to "buy back" annual leave credits, subject to the regulations in Article 7, Section A, except that the one hundred twenty (120) hour limitation shall not apply. In addition, the Employer agrees to provide administrative leave, not to exceed forty-eight (48) days per year for eight (8) MSEA State Officers to attend MSEA Board Meetings. It is agreed that this limitation shall apply to no more than six (6) Board Meetings per year, one (I) day per Board Meeting. Except as may be mutually agreed to during secondary level negotiations, such members shall furnish their immediate supervisor with written notification of their intent to attend such meeting at least two (2) work days before the start of the pay period in which the leave is to be used, or two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement.

C. Time Off Without Loss of Pay During Working Hours.

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

D. Administrative Leave Bank.

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

1. Centralized Administrative Leave Bank shall be created on January 1, 2005, and administered by the Office of the State Employer. The bank will be created by using 50% of the administrative leave hours in the departmental leave banks. All remaining departmental administrative leave bank hours shall be eliminated.
   This bank will be replenished annually in the amount of eight (8) hours of administrative leave for every ten (10) employees in the Labor and Trades and Safety and Regulatory Units combined who are on active payroll status at the end of the first full pay period in June of each year.
   At the end of the first full pay period in June 2005, 75% of the initial hours remaining in the central administrative leave bank shall be carried forward, and added to the 2005 annual allotment. Effective June 2006 and thereafter, any remaining hours in the bank shall be carried forward.
   MSEA may request the utilization of hours from the centralized leave bank by written notice to the Office of the State Employer.

2. No one employee may utilize more than 24 hours from the bank in a pay period without mutual agreement between OSE and the President of MSEA or designee. MSEA and the Office of the State Employer shall meet in the month of May to audit the centralized leave bank.
3. One Administrative Leave Bank of 4,176 hours shall be established on October 1 of each year. On a one time only basis, on January 1, 2005, 1,560 hours shall be added to the administrative leave bank established on October 1, 2004 in accordance with paragraph 7.d.4. of the prior agreement. The hours in the Administrative Leave Bank will be utilized by only two individuals designated by MSEA.
   Such representative is to be considered as an employee of the Union during the period of absence covered by administrative leave from the Bank. Should an administrative board or court rule otherwise, the Union shall indemnify and hold the Employer harmless from any workers compensation claims by the employee arising during or as a result of the employee's absence covered by administrative leave from the Bank.
   For purposes of seniority accrual, time spent by such employee shall be considered as time worked unless prohibited by legislation. The Union shall

   reimburse the Employer for the Employer's share of all applicable insurance premiums during the periods of absence covered by administrative leave from the Bank. While covered by hours from the Bank, the use of sick and annual leave shall be reported on a bi-weekly basis to the departmental employer.
4. Such administrative leave shall be granted only in blocks of four (4) or more hours.
5. Such administrative leave shall not be treated as hours worked for the purposes of computing daily or biweekly overtime premium.

6. No deduction shall be made, nor shall any employee be entitled to be released on such administrative leave, without prior written authorization from the President of MSEA or his/her designee.

E. Administrative Leave Approval Procedures.

Except as may be mutually agreed to locally on a case by case basis, the employee shall furnish his/her immediate supervisor, at least two (2) work days before the start of the pay period in which the leave will be used, or two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice of the employee's intention to attend such MSEA designated function.

In addition, except as may be mutually agreed to locally on a case by case basis, the MSEA Central Association shall also provide, at least two (2) work days before the start of the pay period in which the leave will be used, or two (2) work days in advance of the date work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated to attend such activities as authorized in Section D. Such written notice shall be provided to the named employee's Appointing Authority.

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

Where an employee wishes to attend an MSEA General Assembly as listed above, and the employee desires a change in schedule with another employee capable of performing the work, the appropriate supervisor will make a reasonable effort to approve the voluntary change of schedule between the two employees providing such a change does not result in overtime.

F. Reporting Time.

As required by the Civil Service Rules and Regulations, each employee who engages in any activities on behalf of the MSEA when receiving any compensation, benefit, or benefit accrual, paid in whole or in part by the state, shall accurately report all

such time to the employee's appointing authority as "union leave" time and shall not report such time as "actual-duty time."

ARTICLE 8

GRIEVANCE PROCEDURE

A. General.

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

to be present at any grievance meetings with the employee(s). Upon request, a supervisor will assist a grievant in contacting the designated Steward or Representative. Any settlement reached shall be communicated to MSEA and shall not be inconsistent with the provisions of this Agreement. At a Step One Grievance Conference the Representative shall be the Steward, or an MSEA Staff Representative if requested by the grievant or Steward. At a Step Two Grievance Conference the MSEA Representative shall be the Steward and an MSEA Staff Representative if so requested.

3. Only related subject matters shall be covered in any one grievance. A grievance shall contain the clearest possible statement of the grievance by indicating the issue involved, the relief sought, the date the incident or alleged violation took place, and the specific Section or Sections of this Agreement involved, if any. The grievance shall be presented to the designated employer representative in quadruplicate (four copies) on a mutually agreed upon form furnished by the Employer and MSEA and signed and dated by the grievant(s).
4. All grievances shall be presented promptly and no later than fifteen (15) week days from the date the grievant knew or could reasonably have known of the facts or the occurrence of the event giving rise to the alleged grievance. Week days, for the purpose of this Article, are defined as Monday through Friday inclusive, excluding holidays.
5. When an individual grievant(s) or MSEA respectively is satisfied with the resolution of a grievance offered by the Employer, processing the grievance will end, provided that the resolution is consistent with this Agreement.
6. MSEA, through an authorized Officer or Staff Representative, may grieve an alleged violation concerning the application or interpretation of this Agreement in

the manner provided herein. Such grievance shall identify, to the extent possible, employees affected. MSEA may itself grieve alleged violations of Articles conferring rights solely upon the Association.

7. Grievances which by nature cannot be settled at a preliminary step of the grievance procedure may, by mutual waiver of a lower step, be filed at an agreed upon advanced step where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted.
8. Group grievances are defined as, and limited to, those grievances which cover more than one employee and which pertain to like circumstances and facts for the grievants involved. Group grievances shall, insofar as practical, name all employees and/or classifications and all work locations covered and may, by mutual agreement at step one be submitted to Step Two. Group grievances shall be so designated at the first appropriate Step of the grievance procedure, although names may be added or deleted prior to a third step hearing. Group grievances involving more than one Department shall identify all Departments involved. MSEA shall, at the time of filing such a grievance, also provide a copy to the Office of the State Employer.
9. It is expressly understood and agreed that the specific provisions of this Agreement take precedence over policy, rules, regulations, conditions and practices contrary thereto, except as otherwise provided in the Civil Service Rules and Regulations.
10. There shall be no appeal beyond Step Two on initial probationary service ratings or involuntary separation of initial probationary employees which occur during or upon completion of the probationary period, except that grievances alleging unlawful discrimination against a probationary employee may be appealed by MSEA to Step Three.
11. Counseling memoranda, annual service ratings and reprimands are not appealable beyond Step Two, but less than satisfactory interim service ratings grievances of employees having completed the initial probationary period are appealable to Step Three.
12. In the Department of Corrections only, written reprimands may be appealed to arbitration only:
    - When a written reprimand has been timely grieved, and,
    - the grievance has not been answered at Step Two prior to discipline being appealed to arbitration, and,
    - that written reprimand is used to support further progressive discipline (which discipline would be by definition appealable to arbitration), and,
    - which discipline is, in fact, appealed to arbitration, the merits of the grievance concerning that written reprimand may be heard during arbitration.

All other written reprimands are not eligible for appeal to arbitration.

13. The parties agree that as a principle of contract interpretation employees shall give full performance of duty while a non-dismissal and non-suspension grievance is being processed.
14. Grievances filed before the effective date of this Agreement shall be concluded in accordance with the Grievance and Appeals Procedure then in effect.

B. Grievance Steps.

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

Step Two. If not satisfied with the Employer's answer in Step One, to be considered further, the grievance shall be appealed to the departmental Appointing Authority or his/her designee within ten (10) week days from receipt of the answer in Step One. The Employer Representative(s) may meet with the employee(s) and the designated MSEA Representative in grievances concerning disciplinary issues, to discuss and attempt to resolve the grievance. Such meetings shall take place concerning disciplinary grievances involving suspension, discharge, demotion or less than satisfactory service rating. In grievances concerning primary contract interpretation, which excludes those grievances involving discipline and formal counseling, the Employer Representative may meet with the designated MSEA Representative to discuss and attempt to resolve the grievance. It is the parties' intent that such meetings will involve discussion and consideration of the grievance on the basis of a full disclosure of the relevant facts and documentation by both parties, however, such disclosure shall not limit the parties' rights as described in Section H of this Article. All Step Two denials of disciplinary grievances involving suspension, discharge, demotion, mandatory change of residence or less than satisfactory service rating shall be accompanied by documentation that supports the action, if not previously provided to a Union Representative. The written decision of the Employer will be placed on the grievance form by the departmental Appointing Authority or his/her designee and returned to the grievant(s) and the designated MSEA Representative within fifteen (15) week days from the date of receipt of the grievance form at Step Two or within ten (10) days of a meeting, if such a meeting is held. If a Step Two (2) grievance conference is held such meeting shall be held within fifteen (15) work days of receipt of the grievance at Step Two (2).

Step Three. If not satisfied with the Employer answer in Step Two, only MSEA may appeal the grievance to arbitration within forty-five (45) week days from the date of the Department's answer in Step Two. If an appeal to arbitration is filed by MSEA, concurrent notice shall be provided to the department and, to the Office of the State Employer. All appeals to arbitration of disciplinary grievances involving suspension, discharge, demotion, or less than satisfactory service rating shall be accompanied by documentation in accordance with Section H of this Article. If an unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Employer's Step Two answer without prejudice or precedent in the resolution of future grievances. The parties may propose consolidation of grievances containing similar issues.

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

The parties agree to utilize the expedited arbitration process as outlined below, administered by the American Arbitration Association (AAA). For cases involving dismissal, disciplinary reassignment, mandatory change of residence, and suspension of fifteen (15) work days or more, the scheduled hearing shall be held within sixty (60) calendar days of filing the arbitration demand. For cases involving other disciplinary suspensions, demotions or less than satisfactory service ratings, the scheduled hearing shall be held within one hundred eighty (180) calendar days of the filing.

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

Prior to the time MSEA files an arbitration demand, the parties will 1) schedule a mutually acceptable preferred hearing date and alternate hearing date, to hear the grievance, and, 2) notify AAA of the selected dates. The process in numbers 1 and 2 above will normally be completed in five (5) work days.

AAA shall provide the parties with a list of fifteen (15), but not less than nine (9) arbitrators who are available on the selected date. Each party may strike up to one-third of the names provided and return to AAA, normally, within five (5) work days. Names not struck are considered mutually acceptable.

AAA will randomly select an arbitrator from the remaining names to conduct the arbitration hearing.

The hearing shall be conducted under the rules of the American Arbitration Association.

Any written briefs or closing arguments submitted by the parties shall be postmarked or submitted electronically to the arbitrator no later than fifteen (15) work days from the conclusion of the arbitration hearing.

The arbitrator shall have thirty (30) calendar days following closure of the record of the arbitration hearing, to issue a decision.

The parties, which for MSEA is the President or President's designee, may modify any period of time by mutual agreement.

The Federal Mediation and Conciliation Service or Michigan Employment Relations Commission may be used by mutual agreement.

The expenses and fees of the Arbitrator shall be borne by the losing party. The arbitrator shall have the authority to prorate the cost where a decision does not clearly state which party is the losing party. The losing party shall pay the filing fee. The cost of the hearing room, if any, shall be shared equally by the parties to the arbitration. The expenses of a court reporter shall be borne by the party requesting the reporter unless the parties agree to share such costs.

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

The decision of the Arbitrator will be final and binding on all parties to this Agreement, expect as otherwise provided in the Civil Service Rules and Regulations. Arbitration decisions shall not be appealed to the Civil Service Commission, except that any person may file with the State Personnel Director a complaint that the Arbitrator's decision has been applied or interpreted to violate or otherwise rescind, limit, or modify a Civil Service Rule or Regulation governing a prohibited subject of bargaining. When the Arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) calendar days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing. The written decision of the arbitrator shall be communicated to the advocates and the Office of the State Employer in electronic format. Where this is not possible, the arbitrator shall provide the Office of the State Employer a written copy of the decision at the same time it is provided to the advocates.

C. Time Limits.

Grievances may be withdrawn once without prejudice at any step of the grievance procedure. A grievance which has not been settled and has been withdrawn may be

reinstated based on new evidence not previously available within thirty (30) week days from the date of withdrawal.

Grievances not appealed within the designated time limits in Steps One or Two of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure shall be considered automatically appealable and processed to the next step. Where the Employer does not provide the required answer to a grievance within the time limit provided at Steps One or Two, the time limits for filing at the next step shall be extended for ten (10) additional week days. The time limits at any step or for any hearing may be extended by written mutual agreement of the parties involved at that particular step.

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

D. Retroactivity.

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

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

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

E. Exclusive Procedure.

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes permitted under Civil Service

Rules and Regulations. The grievance procedure set out above shall not be used for the adjustment of any dispute for which the Civil Service Rules or Regulations require the exclusive use of a Civil Service forum or procedure.

F. Processing Grievances.

Whenever possible, the grievant or group grievance representative and the designated MSEA Representative shall utilize non-work time to consult and prepare.

When such preparation is not possible, the grievant or group grievance representative(s) and the designated Representative will be permitted a reasonable amount of time, not to exceed one (1) hour without loss of pay, for consultation and preparation prior to any scheduled grievance step meeting during their regularly scheduled hours of employment. Overtime is not authorized.

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

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

G. Discipline.

The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. A non-probationary employee who alleges that such action was not based on just cause may appeal a demotion, suspension, or discharge taken by the Employer beginning with Step Two of the Grievance Procedure. Probationary employee appeals are limited in accordance with Section A10 above.

H. Documents and Witnesses Required For Arbitration.

Upon written request, MSEA shall receive specific documents or records available from the Employer, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this Section. All documents not previously provided or exchanged which either party intends to use as evidence will be forwarded to the other party on an ongoing basis; however, such response shall not limit either party in the presentation of

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

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

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

I. Grievance Conduct.

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

J. Civil Service Rule Limitation on the Grievance Procedure.

The following is not a part of this collective bargaining agreement but is reproduced here for reference purposes only and may be amended, modified or abolished at any time by the civil service commission.

None of the following disputes can be adjudicated in a grievance procedure authorized in a collective bargaining agreement, but can only be adjudicated in a civil service forum under the exclusive procedures provided for in the Civil Service rules and regulations:

1. A grievance by an employee who is aggrieved by the abolition or creation of a position
2. A grievance by an employee disciplined or denied the use of sick and annual leave for striking.
3. A complaint including, but not limited to, a grievance, technical appeal, or labor relations appeal, against the civil service commission, the department of civil service, or an employee of the Department of Civil Service.
4. A complaint including, but not limited to, a grievance, technical appeal, or labor relations appeal, arising our of or related to a prohibited subject of bargaining.
5. Any matter or dispute in which civil service rules or regulations provide an exclusive procedure or forum for the resolution of the matter or dispute.

ARTICLE 9
DISCIPLINARY ACTION

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

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

A. Investigation and Representation.

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

The employee shall provide notice in writing of the investigative conference/interview.

The employee shall not be subjected to questioning by more than one supervisor/investigator at a time.

An employee is required to give prompt, full and accurate answers, to the extent possible, to questions put to him/her by the Employer concerning any matter regulated by the Employer, related to conduct or performance, or which may have a bearing upon the employee's fitness, availability or performance of duty. During the course of an investigation, the Employer will avoid duplicating questions unless necessary to clarify the employee's response.

Written questionnaires may be used to initiate or further an investigation. The Employer will avoid duplicating questions contained on the initial questionnaire on any follow-up questionnaire given to the employee under investigation.

An employee shall be entitled upon request to the presence of a Union Representative at a meeting at which discipline or a less than satisfactory service rating may or will take place, or at an investigative interview of the employee by the Employer regarding allegations or charges of misconduct against the employee which if substantiated could result in suspension or dismissal.

It shall not be the policy of the Employer to take disciplinary action in the course of an investigation unless an emergency suspension or removal from the premises as

provided in this Article is warranted. If the MSEA Representative is to be an attorney certified by MSEA, the employee or MSEA shall give as much notice as possible to the Employer.

B. Disciplinary Action and Conference.

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

   Whenever it is determined that disciplinary action is appropriate, a Disciplinary Conference shall be held with the employee at which the employee shall be entitled to MSEA representation. The MSEA must be notified by the employer and requested by the employee. If representation is not desired by the employee, a statement of waiver of representation will be signed by the employee. A copy of the waiver will be forwarded to the MSEA Central Office. No Disciplinary Conference shall proceed without the presence of a requested Representative or the waiver signed by the employee. The Representative shall be a local Steward, or an MSEA Staff Representative so that scheduling of the Disciplinary Conference shall not be delayed. The employee shall be informed in writing, of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Except in accordance with Sections C.2. and D. of this Article, an employee shall be promptly scheduled for a Disciplinary Conference. The Employer shall provide one copy of all written documents being used as the basis for determining disciplinary action at the commencement of the disciplinary conference. Questions by the employee or Representative will be fully and accurately answered at such meeting to the extent possible. Response of the employee, including his/her own explanation of an incident if not previously obtained, or mitigating circumstances, shall be received by the Employer. The employee shall have the right to make a written response to the results of the Disciplinary Conference which shall become a part of the employee's file.

   The employee shall be given and sign for a copy of the written notice of charges and disciplinary action if determined. Where final disciplinary action has not been determined the notice shall state that disciplinary action is being contemplated. Disciplinary action, if forthcoming, shall be initiated within fifteen (15) calendar days of the Disciplinary Conference, except in the Department of Corrections where it shall be initiated within forty-five (45) calendar days of the Disciplinary Conference unless otherwise modified in secondary negotiations. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. If the employee refuses to sign, the supervisor will write

   "Employee refused to sign" and sign his/her own name with the date. A witness signature should be obtained under this circumstance.

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

3. Notice. Formal notification to the employee of disciplinary action shall be in the form of a letter or form spelling out charges and reasonable specifications, advising the employee of the right to appeal. The employee must sign for his/her copy of this letter, if presented personally, or the letter

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

4. Any employee who alleges that disciplinary action is not based upon just cause may appeal such action in accordance with the Grievance Procedure. Reassignment of an employee at the same level, and work location if feasible, incidental to a disciplinary action upheld or not appealed shall not be prohibited or appealed, provided the possibility of such reassignment was stated to the employee in the notice of disciplinary action. However, the Employer retains the option to reassign as part of the administration of discipline for just cause.
5. Any performance evaluation, record of counseling, reprimand, or document to which an employee is entitled under this Agreement shall not be part of the employee's official record until the employee has been offered or given a copy.

C. Emergency Disciplinary Action.

1. Removal from Premises or Temporary Suspension.

Nothing in this Article shall prohibit the Employer from the imposition of an emergency disciplinary suspension and/or removal of an employee from the premises in cases where, in the judgment of the Employer, such action is warranted. As soon as practicable thereafter, investigation and the Disciplinary Conference procedures described herein shall be undertaken and completed. An Appointing Authority may suspend an employee for investigation. The suspension shall be superseded by disciplinary suspension, dismissal, or reinstatement within seven (7) calendar days unless extended by the Appointing Authority. Notice of the extension shall be concurrently served upon MSEA and the employee, stating the reasons therefor. If disciplinary action is not taken against an employee within the seven (7) days (or extension), the employee shall receive full pay and benefits for the period of temporary suspension.

2. Suspension for Criminal Charge.

Any employee arrested, indicted by a grand jury, or against whom a charge has been filed by a prosecuting official for conduct on or off the job, may be immediately suspended. Such suspension may, at the discretion of the Appointing Authority, remain in effect until the indictment or charge has been fully disposed of by trial, quashing or dismissal.

The employee's name, home address, or photograph shall not be released to the press or news media.

Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this Subsection, where the employee contends that the charge does not arise out of the job, or is not related to the job, except that suspension for a felony charge shall not be appealed. An employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service upon proper notice without the necessity of further charges being brought and such disciplinary action shall be appealed through the grievance procedure. The record from any trial or hearing may be introduced by the Employer or MSEA in such grievance hearing, including Arbitration. Under this circumstance a Disciplinary Conference will be conducted only upon written request of the employee. An employee whose indictment is quashed or dismissed, or who is acquitted following trial, shall be as soon as practicable reinstated in good standing and made whole if previously suspended in connection therewith unless 1) the Employer imposes a suspension for investigation under Section E, Suspension for Investigation, of this Article, or, 2) disciplinary charges, if not previously brought, are filed within three (3) weekdays of receipt of notice at the central Personnel Office of the results of the case, and appropriate action in accordance with this Article is taken against such employee. Nothing provided herein shall prevent the Employer from disciplining an employee for just cause at any time irrespective of criminal or civil actions taken against an employee or irrespective of their outcome.

D. Resignation in Lieu of Disciplinary Action.

Where a decision is made to permit an employee to resign in lieu of dismissal, the employee must submit a resignation in writing. This resignation shall be held for twenty-four (24) hours after which it shall become final and effective as of the time when originally given unless retracted during the twenty-four (24) hour period. This rule applies only when a resignation is accepted in lieu of dismissal and the employee

shall have been told in the presence of a Representative that he/she will be terminated in the absence of the resignation. The offer of such resignation in lieu of dismissal shall be at the sole discretion of the Employer and the resignation and matters related thereto shall not be grieved.

E. Suspension for Investigation.

The Employer may relieve an employee from duty for investigation. A suspension shall be with pay and be superseded by disciplinary suspension or dismissal, or by reinstatement, within seven (7) calendar days or within such extension, as may be approved by the department Personnel Director or his/ ~~(her)~~ designee in writing concurrently to the MSEA Central Office. Where a subsequent disciplinary suspension results, the Employer may count the days of suspension for investigation as part of the penalty.

F. Suspension for Felony Charges.

The Employer may suspend an employee while felony charges are pending against him/her.

ARTICLE 10
COUNSELING AND PERFORMANCE REVIEW

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

A. Performance Discussion or Review.

The parties recognize that supervisors are required to periodically discuss and review work performance with employees. Such discussions are not investigations, but are opportunities to evaluate and discuss employee performance and, as such, are the prerogative and responsibility of the Employer. An employee shall not have the right to an MSEA Representative during such performance discussion or review.

B. Informal Counseling.

Informal counseling may be undertaken when, in the discretion of the Employer, it is deemed necessary to improve performance, instruct the employee and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be written up or recorded. Informal counseling shall take place with only the affected employee and one Employer Representative present.

C. Formal Counseling.

1. When in the judgment of the Employer, formal counseling is necessary, it may be conducted by an appropriate supervisor. Formal counseling may include a review of applicable standards and policies, actions which may be expected if performance or conduct does not improve, and a reasonable time period established for correction and review. A narrative description of formal counseling will be prepared on a record of counseling form, a copy of which will be given to and signed for by the employee and a copy kept in the employee's personnel file. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. Formal counseling is grievable in accordance with Article 8 through Step Two.
2. An employee shall not have the right to a designated MSEA Representative during counseling.

3. Formal counseling may not be introduced in a Disciplinary Conference except to demonstrate, if necessary, that an employee knew or knows what is expected of them.
4. The distinction between informal and formal counseling shall be maintained and a counseling memo, if any, shall be considered formal.

D. Removal of Records.

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

E. Relationship to Disciplinary Action.

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

ARTICLE 11
SENIORITY

A. Seniority Definitions.

For the purposes indicated below, seniority shall consist of the total number of continuous service hours of an employee in the State classified service including military service time earned prior to appointment to the State classified service, and service in any excepted or exempted position in State government which preceded entry into the State classified service. Continuous hours shall be recorded in the Human Resources Management Network (HRMN) continuous service hours counter, except that it shall not include the following:

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

Hours in non-career appointments, on duty or non-duty disability retirement, lost time, suspension, leave of absence without pay (except for military leave of absence for up to 10,400 hours), or layoff except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff. Employees off work due to compensable injuries or illness shall continue to accumulate seniority for the full period of absence precisely as though they had been working for purposes of layoff and recall, credit for longevity and state contribution for retirement.

1. Seniority as defined above shall be used for:
   a. **Annual Leave Accrual:** If an employee leaves State classified employment and is later rehired, he/she shall accrue annual leave at the same rate as a new hire. However, once a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for annual leave accrual. The only exception shall be for employees rehired who repay severance pay received.

b. Longevity Pay: If an employee leaves State classified employment and later is rehired, he/she shall receive no longevity pay. However, once such a rehired employee has been in pay status for five (5) years, all previous time shall be credited for longevity pay. The only exception shall be for employees rehired who repay severance pay received.

c. Retirement Credit: In accordance with statutory requirements.

1. Except as provided in Section D., seniority as defined above (except that military time earned prior to State employment and credited to the HRMN continuous service hours counter, and except service in any excepted or exempted position which preceded entry into the State classified service and which was credited to the HRMN continuous service hours counter shall be removed from an employee's continuous service hours) shall be used for applicable provisions of:

a. Layoff and Recall (Article 12)
b. Assignment and Transfer (Article 13)
c. Overtime (Article 15)

Employees laid off out-of-line seniority shall continue to receive continuous service credit for their period of lay off not to exceed three (3) years provided that a less senior employee in the same class and level is still working at the work location from which the employee was laid off.

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

B. General Application.

1. The Employer will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.
2. The seniority of Bargaining Unit members transferred prior to the effective date of this Agreement, by Civil Service Commission action from other jurisdictions to the classified State Civil Service, shall begin on the date specified in the Commission action for each assumption, except as provided in Sub-paragraph 3. of this Section.
3. The seniority of Bargaining Unit members who were transferred to the State classified service by Civil Service Commission action pursuant to Act 61 of 1985 shall be as outlined in provisions of the contract addendum dated April 25, 1985, which is hereby incorporated by reference. See Appendix F.
4. A State classified employee retired or retiring under the provisions of any State of Michigan retirement system who obtains employment in a

classified position shall be credited with seniority in accordance with the current applicable Civil Service Rules. Retirement credit shall be earned in accordance with statutory requirements.

5. An employee's continuous service record shall be broken and not bridged when the employee separates from the State classified service by means other than layoff, suspension, duty or non-duty disability retirement, or approved leave of absence.

C. Seniority Lists.

For A.2. above the Employer will prepare seniority lists by Department, Agency, T.K.U. or mail code, classification and level showing the seniority of all Unit employees

on the payroll as of the end of the pay period preceding the preparation date. The seniority list shall be prepared at the end of the first pay period in October and at the end of the first pay period in April, and will be made available for review by employees. A copy of such lists shall be provided to MSEA.

An employee or MSEA shall be obligated to notify the Employer of any error in the current seniority list within fifteen (15) week days after the date such list is made available for review by employees. If no error is reported within this period, the list will stand as prepared and will thereupon become effective for all applications of seniority as specifically provided in this Agreement. For purposes of layoff, seniority shall be continuous service hours as provided herein as of three (3) weeks prior to the date the layoff notices are sent to employees. Any errors in seniority which occur between the finalization of the seniority lists prepared in October or April and three (3) weeks prior to layoff shall be corrected if reported by the employee within fifteen (15) week days of notice of layoff.

D. Seniority Limitation.

All employees in or on layoff from a position in these Bargaining Units as of January 13, 1992, shall retain full seniority based on their continuous service prior to that date.

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

ARTICLE 12

LAYOFF AND RECALL PROCEDURE

A. Application of Layoff.

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

For purposes of this Article the term class cluster shall apply only in those departments where a class cluster has been approved in advance by the State Personnel Director and the use of the approved class cluster for job changes, layoff, or recall has been agreed upon in secondary agreements.

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

1. Temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off by inverse seniority within classification and work location and recalled by seniority. Temporary layoff will only be used for unanticipated loss of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period. Issuance and legislative approval of a Governor's Executive Order shall be conclusive evidence of unanticipated loss of funding, but shall not be required. Losses of or reductions in federal funds, restricted State funds, bond sales, or other sources of State revenues shall qualify under this Section; or

2. Seasonal layoff of seasonal employees, however, procedures covering seasonal layoff and recall of seasonal employees shall be a proper subject for secondary negotiations.

Except as provided in this Section, when the Employer determines it is necessary to expire a limited term appointment prior to the scheduled expiration date, an employee so affected shall be given notice not less than seven (7) calendar days prior to the new expiration date.

The expiration of a limited term appointment shall not be considered a layoff for purposes of this Article.

An employee with status acquired in a limited term appointment and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department in the same class as that from which the employee was separated. Such reinstatement may precede employment of any person on a Civil Service employment list and any person with less seniority on a recall list. This Sub-section shall not apply in the case of a continuing State classified employee who accepted an appointment to a limited term position under the same Appointing Authority at a higher level; in this situation the employee will be returned to their former class, level, and work site.

When the Employer determines there is to be a layoff, employees who are scheduled to be laid off shall be given such written notice not less than fifteen (15) calendar days prior to the effective date of layoff. The Employer will, when layoffs are being planned, inform MSEA as soon as practicable which under normal circumstances is hereby deemed to be not less than thirty (30) calendar days and discuss upon request the potential impact upon Unit employees caused by such layoff. The Employer shall furnish the MSEA Central Association concurrent written notice of the name, seniority, class titles, and current assignment location of employees holding positions scheduled to be vacated. It is recognized that employee choices and ultimate bumping rights preclude the Employer from providing information beyond what is required herein. Whenever the Union has a good faith doubt as to the accuracy of any information provided, it may request and shall promptly receive the right to a conference with the particular Department/Agency for the purpose of receiving sufficient information to explain Employer procedure or correct agreed upon errors. When layoffs and bumping are completed, the Union shall be entitled to receive within thirty (30) calendar days, a completed list identifying those employees who have been bumped or laid off.

B. Voluntary Layoffs.

When the Employer elects to reduce the work force, employees within the affected classifications may request, in writing, preferential layoff out-of-line seniority. Said requests shall be granted in seniority order. If granted, the Employer shall not contest the employee's eligibility for unemployment compensation. Nothing in this Section shall be construed to constitute a waiver of such employee's recall rights. The fifteen (15) calendar day notice requirement in Section A above shall be waived for employees requesting preferential layoff. Such employees shall not accrue seniority while on layoff.

C. General Layoff Procedures.

1. Layoff shall be statewide within a Department or by geographic and/or organizational layoff units as provided in departmental plans on file with the Department of Civil Service on November 24, 1980, unless subsequently modified in secondary negotiations. Layoff units shall be defined in secondary negotiations upon request of either party.
2. Within a layoff unit, except where the use of approved class clusters have been established by secondary negotiations, layoff shall be by Civil Service classification and level within a series by inverse seniority. Positions in a class series which contain automatic level changes shall be considered to be at the same class and level. Where the use of approved class clusters have been

established through secondary negotiations layoff shall be by inverse seniority within the layoff unit and the approved class cluster.

3. No permanent employee shall be laid off until all limited-term and temporary non-career appointments in the same classification (and approved class cluster, if negotiated in secondary negotiations) and lay-off unit are terminated.
4. Seniority for purposes of layoff, bumping and recall shall be as defined in Article 11, Section A.
5. Excluded employees and eligible employees, as defined by the Civil Service Rules and Regulations, who are not exclusively represented shall be permitted to bump back into these Bargaining Units under procedures outlined hereinafter.
6. Seniority of excluded employees and eligible employees who are not exclusively represented for purposes of bumping into the Labor and Trades Unit shall be computed as follows:
   a. All persons employed on November 24, 1980, shall retain full seniority based on their continuous service prior to that date.
   b. All persons who moved from the rank and file to an excluded or eligible non-exclusively represented position prior to November 24, 1980, shall retain all continuous service hours for purposes of seniority earned up to November 24, 1980, plus up to an additional 1,040 hours.
   c. All persons who moved from the rank and file to an excluded or eligible non-exclusively represented position after the effective date of the Agreement shall retain all continuous service hours for purposes of seniority earned up to the effective date of such appointment and thereafter up to 1,040 hours earned in such excluded or eligible non-exclusively represented position.
7. The Employer may lay off and recall out-of-line seniority because of:
   a. Gender;
   b. Manual communication skill;
   c. Bilingual skill;
   d. Department of Civil Service approved sub-class code (selective certification);
   e. Maintaining an existing affirmative action program in accordance with applicable law and approved in advance by the State Personnel Director.

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

   The affirmative action exception, Sub-section e. above, can only be utilized in accordance with an approved plan and applicable law when approved in advance by the State Personnel Director.
   The Employer shall give notice of such intent to MSEA and in accordance with Civil Service Rules and Regulations, upon request shall meet and confer with MSEA about the impact of such determination. No Department except one headed by a Constitutionally elected officer shall implement Subsection e. above, without the involvement and agreement of the State Employer.

D. Bumping.

The employee scheduled for layoff may elect either to accept layoff or bump to the least senior position in the layoff unit for which the employee is qualified, as provided in this Section. An employee scheduled for layoff who fails or is unable, in accordance with Article 11, Section A., to exercise the option to bump to the least senior position shall be laid off.

For purposes of this Article, the least senior position is defined as:

1. A vacant position which the Employer intends to fill; or, in the absence of such vacancy,
2. The position occupied by the least senior employee as defined in Article 11, Section A. above.

Within seven (7) calendar days of receipt of notification of layoff, the employee scheduled for layoff shall notify the Employer of his/her decision to either accept layoff or bump into the least senior position in the layoff unit in the next lowest level and successively lower levels thereafter, within his/her current approved class series/class cluster. Positions in a class series which contain automatic level changes shall be considered to be the same class level. Alternatively, if it would result in a higher rate of pay, an employee may bump into the least senior position in the layoff unit in a former class series/approved class cluster at and below any level at which the employee had satisfactorily completed six (6) months of service.

This alternative shall not apply to employees who were demoted from the higher paying class for disciplinary reasons or who transferred from the higher class in less than satisfactory employment status.

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

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

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

Except as specified in Sections C.5. and C.6. of this Article, employees outside these Bargaining Units shall have no bumping rights to positions within these Units. Bargaining Unit members have no bumping rights arising out of this Agreement to positions outside these Units.

The issue of the use of an approved class cluster(s) for bumping purposes shall be a proper subject for secondary negotiations at the request of either party.

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

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

E. Recall Lists.

1. Definitions: For purposes of this Article the following definitions apply:
   a. The Primary Class is the class and any other class(es) in the approved class cluster from which an employee is initially laid off or bumped.
   b. The Secondary Class is a class and level and any other class(es) in the approved class cluster in the Bargaining Units, other than the primary class, in which the employee has satisfactorily completed a probationary period, and any lower level class in that class series or approved class cluster.
   c. A Departmental Recall List is a list by class and level, and by county or Agency/Facility of each employee who has been laid off or bumped from a position in the Department and for which he/she is both eligible under a. and b. above and has requested recall to such class, level and county or Agency/Facility.
   d. A Statewide Interdepartmental Recall List is a list by class and level and county of each employee who has been laid off or bumped from a position in the State classified service, and for which he/she is both eligible under both a. and b. above and has requested recall to such class, level and county.

2. Construction of Lists: Each employee who is laid off from State employment who bumps or who refuses reassignment to another county, or who is eligible to return from a medical layoff in accordance with Article 16, Section C(2), shall have the right, upon written request to his/her Appointing Authority within seven (7) days subsequent to being laid off, to have his/her name placed on the Departmental Recall List for the primary and any secondary classes for which he/she is eligible, for any county or Agency/Facility in the Department at which he/she will accept recall. Also, such employee upon written request to his/her Appointing Authority as provided above, shall have the right to have his/her name placed on the Statewide Interdepartmental Recall List for the primary and any secondary class for which he/she is eligible, for each county to which recall would be accepted. The Departmental Employer will provide to employees eligible for recall a form which shall be utilized to indicate recall availability.

An employee may delete his/her name from any recall list without penalty at any time prior to being recalled, by giving written notice of such request to his/her Appointing Authority. Similarly, without penalty, an employee may also delete a county or Agency/Facility to which he/she has requested recall.

An employee may reactivate his/her name on appropriate recall lists and/or elect additional locations during their period of eligibility for recall by providing written notice to the Appointing Authority. Such additions shall, as soon as practicable, be included on recall lists prepared after the date of receipt. Provided, however, that an employee removed from a recall list in accordance with Section G. may not elect to be returned to the same list.

F. Recall from Layoff.

The provisions of this Section shall be applied subject to the exceptions listed in Section C.7. of this Article. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.

When the Employer intends to fill a vacancy, the Employer may reassign employees in accordance with Article 13, within the county or Agency/Facility and within the class/approved class cluster and level of the vacancy, otherwise when the Employer intends to fill a vacancy, the Employer shall recall the most senior employee who is on the Departmental Recall List for such class and level and who has designated that county or Agency/Facility.

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

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

G. Removal of Names From Recall Lists.

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

1. An employee who refuses or accepts recall to employment in his/her primary class in his/her original county shall be removed from all recall lists.
2. An employee who refuses or accepts recall to employment in his/her primary class in a county other than his/her original county shall be removed from all recall lists except for his/her original county.
3. An employee who refuses or accepts recall to employment in a secondary class in his/her original county shall be removed from all recall lists for that class and all other secondary classes at that level and below.
4. An employee who refuses or accepts recall to employment in a secondary class in a county other than his/her original county shall be removed from all recall lists for that class and all other secondary classes at that level and below except at his/her original county.
5. The parties agree that the recall rights, seniority and benefit credit of employees who are separated or who resign from State employment are forfeited as a result of such separation or resignation, except that an employee who resigns during the first six (6) months of employment in a secondary class or in a class referred to from the placement project, or is separated by the Employer during the first six (6) months of employment in such class based on the inability to satisfactorily perform required job responsibilities, shall retain all recall rights, and if recalled, shall retain seniority and benefit credit.

H. Limited Term Recall.

In accordance with the provisions of this Article, employees shall designate agreement to be recalled by county or Agency/Facility on a limited term basis when laid off. Limited term recall shall also be on the basis of seniority. An employee who fails to accept limited term recall to a county or Agency/Facility previously designated shall be removed from that list. Removal from a limited term list shall be in accordance with the provisions of Section G. of this Article and shall not affect the employee's place on a permanent recall list. An employee whose limited term recall expires shall have no bumping rights except

in the case of a continuing State classified employee who accepted limited term recall under the same Appointing Authority; under this situation

the employee shall be returned to the previous class/level and work site at the time of limited term recall.

I. Layoff and Recall Information to MSEA.

The Departmental Employer agrees to provide to MSEA copies of seniority lists and employment histories, which the Employer uses to complete the layoff process.

The Departmental Employer shall provide to MSEA copies of recall forms completed by employees.

The Departmental Employer agrees to provide to MSEA, upon request, copies of Departmental and/or Statewide Interdepartmental Recall List(s) which were used to recall Bargaining Unit employees.

ARTICLE 13
ASSIGNMENT AND TRANSFER – LABOR & TRADES UNIT

A. Definitions.

1. **Assignment.** An assignment is the particular job duties to be performed at or from a particular work location, (and as applicable) on an assigned shift, and on an assigned schedule.
2. **Reassignment.** A reassignment is a permanent change in assignment made by the Employer of an employee covered by this Agreement.
3. **Relocation.** Relocation is the reassignment of an employee by Management involving the mandatory change of personal residence.
4. **Transfer.** A transfer is a permanent change of assignment of an employee covered by this Agreement which is initiated by the employee.
5. **Work Location** shall be defined as all the premises of a Department in a county, unless otherwise agreed to by the parties in a secondary level negotiation, except that each of the following shall be considered a separate location:
   a. A building or related group of buildings with twenty-five (25) or more employees in the Bargaining Unit.
   b. A building or group of buildings which constitutes a facility in the Departments of Community Health, Corrections, Family Independence Agency, and Education.
   c. In the Department of Corrections and the Department of Community Health, a “work location” is defined as (1) a facility, (2) multiple facilities that have shared services, or (3) facilities in close proximity to one another, not to exceed a distance of two miles.
6. **Vacancy.** A vacancy is a new or existing unfilled, permanent assignment which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy for purposes of transfer.
7. **Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the result of an employee being selected from the vacancy transfer list to fill the original vacancy.

8. **Work Unit.** Where applicable, establishment of work units will be discussed at secondary negotiations.

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

B. Right of Assignment.

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

C. General.

1. Initial assignments and transfers are not grievable.
2. Reassignments will not be executed solely for disciplinary purposes.
3. Where a reassignment with relocation is contested, the employee will accept the reassignment and will be entitled to reimbursement for travel expenses in accordance with the State Standardized Travel Regulations up to a maximum of one-hundred eighty (180) days while the appeal is being processed.
4. When filling the original and secondary vacancies, the Employer will use seniority as the basis for transfer, unless otherwise specified in this contract. Adequate and timely notice shall be made available to all employees of this Unit eligible to transfer to a vacancy.
5. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence, or change in work location in excess of twenty (20) miles from the employee's present work location. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time the employee is required to report early.
6. When the Employer has a need to assign an employee(s) from one work location to another or within a location, from one facility to another, all travel shall be by the most direct route. Travel in excess of the distance to the employee's official work station shall be considered time in pay status and reimbursable in accordance with Article 43, Section T. This provision shall not apply to a permanent change of assignment.

   Within the Department of Transportation, the parties agree that the matter of temporary assignments, and associated travel expenses, that are the result of assignments to and from winter maintenance/summer operation will be a proper subject for secondary negotiations.

D. Assignment.

1. Relief Assignment. Relief assignment may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing within an assignment or work location. This shall not be done to avoid the payment of overtime. Relief assignments may be utilized by the Employer as a regular assignment, including the possibility of a relief pool.

2. Other Assignment. The Employer may reassign an employee to a subsequent level vacancy, within the employee's work location, provided that such reassignment does not require a shift change.
   In assigning or reassigning an employee from one work location to another, or within a work location from one assignment to another, requiring a change in shift, the Employer will assign the least senior qualified employee. Within the Department of Community Health, reassignment shall be confined to a Facility. Nothing in this Article shall preclude the Employer from seeking volunteers for an assignment before the Employer reassigns the employee.
3. Temporary Assignment. The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a layoff list without being bound by the procedure of Section E., Sub-sections 3. and 4. (TRANSFER) of this Article. Such temporary assignments shall not exceed ninety (90) calendar days per calendar year. In the MDOT such temporary assignment shall not exceed one hundred twenty (120) calendar days per calendar year without the mutual agreement of the parties..
4. Winter Maintenance Assignments-MDOT Only.
   The Michigan Department of Transportation will furnish to the MSEA a list of employees identified as being subject to winter maintenance assignment annually, no later than August 15th.
   The parties agree that the process for employees within MDOT who are temporarily assigned subject to winter maintenance operations within the Michigan Department of Transportation will be a proper subject of secondary negotiations.
   The parties agree that this process will only apply to those employees within MDOT who are temporarily assigned annually for the purpose of winter maintenance operations.

E. Transfer.

1. General. Except as provided in Article 12, Section F, permanent vacancies in classifications in this Unit at work locations shall be filled in accordance with the provisions of this Article.

   Employees applying for a transfer within their current classification and work location shall be given consideration in accordance with Section E.3. in filling a vacancy in accordance with the following:
   a. The Employer reserves the right to appoint a qualified employee to a vacancy. In evaluating qualifications the Employer will consider:

(1) Whether the employee's experience and performance indicate overall ability to perform the work required in a satisfactory manner;
(2) Employees on authorized sick leave for a period of more than two (2) weeks, from the time the Employer seeks to fill the vacancy or employees on leave of absence will be considered unavailable;
(3) Sub-class code (Selective certification requirements) or valid occupational requirements in accordance with Article 12, Layoff and Recall.

b. Should the Employer raise a question of physical fitness of an employee to perform required work, the employee will not be held to a higher standard of fitness than that which is currently necessary to secure employment in the particular classification.

The procedure for tiered transfer priorities and transfer across shifts within the same work location shall be a proper subject for secondary negotiations.

2. Limitations. The Employer shall not be required to consider:
   a. Probationary employees;
   b. Employees with less than a satisfactory service rating, or who have received a disciplinary suspension within one year preceding the date of the transfer request, or during the period between the application date and the date the employee is considered for transfer;
   c. Employees who have been transferred as the result of a transfer request, or transferred or reassigned as a result of an Employee Conduct Transfer Reassignment, any time during the immediately preceding twelve (12) month period;
   d. Within the Department of Community Health, transfer requests from outside the Agency shall only be considered when there are no names from the Agency on the transfer list.
   e. Employees who have declined, or failed to respond to three (3) offers of transfer within the immediate preceding twelve (12) month period.

3. Original Vacancies. Except as provided in Article 12, Section F., original vacancies shall be filled by transfer of one of the three (3) most senior qualified employees who have applied for the vacancy by properly designating the work location(s) (which includes shift) of the vacancy on the vacancy transfer list provided for in Sub-section 5.a. below. Such transfer requests shall be submitted to the Personnel Office in writing.
   If there are less than three (3) qualified employees on the vacancy transfer list the Employer shall appoint one of the remaining qualified employees on the transfer list. If there are no qualified employees on the transfer list, the Employer may consider all other forms of appointment.
4. Secondary Vacancies. Secondary vacancies shall be filled in the same manner as original vacancies except when the secondary vacancy occurs at a work location which is underutilized in terms of a protected group employee. In such case only the secondary vacancy may be filled by the Employer as part of the Department's affirmative action plan. However, if it is apparent that in filling a third or subsequent vacancy in the same

sequence that the Employer could work toward its affirmative action goal by appointment to such third or subsequent vacancy within the same county, the third or subsequent vacancy in sequence shall be used for this (affirmative action) purpose and the secondary vacancy shall be filled as provided in this Article.

5. a. Vacancy Transfer List. The Employer will establish vacancy transfer lists from which original and secondary vacancies will be filled by qualified employees. Such vacancy transfer lists shall be based upon the Seniority List provided for under Article II, Seniority. Requests for transfers shall be made on the appropriate form and sent to the Personnel Office. Lists will be updated on the first of each month. To be included on the list, transfer requests must be received by the Personnel Office by the 20th of the preceding month. Lists of work locations and their classifications shall be made available for review by employees. Transfer lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees no later than September 15 that transfer lists established by this agreement are expiring on September 30.

   An employee may designate a maximum of three (3) preferred work units and/or locations.

   In utilizing a vacancy transfer list to fill a vacancy, the Employer shall select one of the three most senior qualified employees who has designated a preference for the work location in which a vacancy is to be filled, except that an employee who accepts appointment from a vacancy transfer list shall not be entitled to another appointment from any vacancy transfer list during a six (6) month period following the effective date of the initial appointment from a vacancy transfer list. If there are less than three qualified employees on the transfer list, the Employer shall select from the remaining names on the list. If there are no qualified employees on the transfer list the employer may consider all other forms of appointment.

   In notifying the applicant(s) on the vacancy transfer list, the Employer shall furnish the employee the classification, work location, valid occupational or sub-class code (selective certification) requirements, and scheduled work days of the vacancy.

   b. Removal from Vacancy Transfer List. An employee who has designated a preference for one or more work locations may voluntarily remove his/her name from any vacancy transfer list for such work locations by providing the Employer written request at any time prior to an offer of appointment being made by the Employer to the employee.

   The name of an employee who declines an offer of appointment from the vacancy transfer list shall be removed from the vacancy transfer list for the work location in which the offered vacancy is located. An employee departing on vacation may furnish the Employer, prior to departure, a written indication of the priority order of one or more (up to

three) of the employee's designated work locations on the vacancy transfer list which he/she will accept upon return from vacation. If such a vacancy arises during the period of the scheduled vacation, the vacancy will be held open for the employee who shall be obligated to accept it.

c. Absence of Applicants on Vacancy Transfer List. In the event that there are no qualified applicants on a vacancy transfer list for the work location in which an original or secondary vacancy occurs, and/or in the event that there are qualified applicants but none has accepted an offer of appointment to the vacancy from the vacancy transfer list, the original or secondary vacancy shall be filled as though it were a subsequent level vacancy as provided below.

6. Subsequent Level Vacancies. Within a work location or county, the Employer shall have the option of filling third and subsequent level vacancies at the work location where such vacancies occur by means other than the vacancy transfer list including appointment to meet an affirmative action goal consistent with other provisions of this Agreement. Requests for transfers from outside the work location or Department will be considered equally with new hiring; reinstatement; rehire; return from LOA; inter-classification transfer; placement of trainees; volunteers (not necessarily by seniority); promotion; demotion; and, involuntary reassignment. The Employer may make involuntary reassignments to subsequent level vacancies in accordance with Section E.7. of this Article. Involuntary reassignments not in accordance with Section E.7. of this Article shall only be by inverse seniority from the work location of the Employer's choice.

7. Employee Conduct Transfer - Reassignment. An employee may be transferred or reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work location will be detrimental to the continued effectiveness of that work location or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct transfer or reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment shall be grievable. An employee conduct transfer shall not be grievable.
   Reassignments shall not be executed solely for disciplinary purposes.

8. Hardship Transfers. Legitimate hardship transfer requests to another work location submitted by MSEA may be honored where the Appointing Authority determines that a hardship exists and that to do so will not impair the operating effectiveness of the Department or any sub-unit thereof. For purposes of this Sub-section, hardship means health condition of an employee or an employee's immediate family (defined as spouse, children, parents or spouse's parents) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing

Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. MSEA agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable.

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

F. Expense Reimbursement.

Employees who are reassigned with relocation under the provisions of this Article shall receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement. In addition, they shall be allowed travel, lodging, and meal allowances in accordance with the State Standardized Travel Regulations. If the Employer conducts interviews related to this Article, an employee selected for interview shall be allowed necessary and reasonable release from assigned duties and travel time without loss of pay or benefits. In the Department of Community Health, this Section shall apply only on a facility basis. Nothing in this Article shall preclude a Department from paying expenses on a transfer with relocation.

G. Correcting A Staffing Imbalance.

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

ARTICLE 14 HOURS OF WORK Sections A., B., C., D. shall not apply to permanent- intermittent, or less than full-time employees. **A. Biweekly Work Period.** The work period is defined as eighty (80) hours of work normally performed on ten (10) work days within the fourteen (14) consecutive calendar days which coincide with current biweekly pay periods. **B. Work Days.** The work day shall consist of an assigned shift within twenty-four (24) consecutive hours commencing at 12:01 a.m. Whenever practicable and consistent with program needs, employees shall work on five (5) consecutive working days separated by two (2) consecutive days off. Significant or major changes in methods of scheduling shall be first discussed with MSEA before changes are made. **C. Work Shift.** The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined: **Day Shift** - Starts between 5:00 a.m. and 1:59 p.m. **Afternoon Shift** - Starts between 2:00p.m. and 9:59 p.m. **Night Shift** - Starts between 10:00 p.m. and 4:59 a.m. Employees may be assigned to work rotating or relief shifts. If a paid lunch period is provided by the Employer, the shift shall be eight (8) consecutive hours. An unpaid lunch period shall not exceed one (1) hour and shall normally be taken at or near the end of the first four (4) hours of work in accordance with operational requirements. MSEA and the Employer recognize that certain employees are exempt from explicit shifts. These employees are expected to work an eight (8) hour shift or its approved

equivalent, but the nature of the work does not lend itself to standard work days, work hours (including meals and breaks), and work week. Such employees are usually those who are ineligible for overtime compensation except as otherwise identified in this Agreement. Such employees will have their work time approved by the appropriate authority. Daily reporting for work may be independently adjusted with Employer approval and a schedule will be maintained with the approval of the appropriate supervisor.

The Employer reserves the right to establish or re-establish eight and one-half (8 ½) or nine (9) hour shift schedules with one-half (½) or one (1) hour for unpaid lunch. Meals previously provided to employees working eight (8) hour shifts may be canceled when employees are changed to eight and one-half (8 ½) or nine (9) hour shifts as provided herein. **D. Work Schedules.** Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotation. Schedules not maintained on a regular basis or fixed rotation shall be posted as far in advance as possible, but at least fourteen (14) calendar days prior to the beginning of the pay period to be worked. Where employees are assigned to multiple shifts, the issue of bidding on such shifts shall be a proper subject for secondary negotiations. Additionally, where multiple start times are available in a work unit, at the request of either party the issue of bidding on start times shall be a proper subject for secondary negotiations. 1. Code 1 Employees Changes in work schedules may be made up to ninety-six (96) hours prior to the beginning of the pay period to be worked. Any changes in scheduling shall be confirmed in writing to the employee or posted on appropriate bulletin boards. The regular work schedule of an employee in a Code I classification as indicated in Appendices A & B shall not be altered within the work period provided in Section A, above, solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1½) times the employee's regular rate of pay. With the Employer's approval employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules. Scheduling changes necessitated by requests initiated by employees shall be exempt from the one and one-half (1½) time compensation required by this Section unless the employee is otherwise placed in overtime status in accordance with Article 15. Emergency scheduling may continue in accordance with current practice. The issue of the temporary scheduling of Motor Carrier Officers who are required to appear in court or attend mandatory training on a shift other than their regular shift shall be a proper subject for secondary negotiations. 2. Code 2, Code 3 and Law Enforcement Employees The regular work schedules of an employee in a Code 2, Code 3 or law enforcement classification as indicated in Appendix B may be altered by the employer without penalty within the work period provided in section A above.

E. Meal Periods. In accordance with current practice, work schedules shall provide for the work day to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. At the discretion of the Employer, meal periods may be temporarily rescheduled to meet operational requirements. Those employees who receive an unpaid meal period, and are required to work

or be at their work assignments and are not relieved for such meal periods shall have such time treated as hours worked for the purpose of computing overtime; however, nothing shall prohibit the Employer from establishing or continuing an eight (8) hour work day inclusive of such meal period on a regular basis. The issue of employees foregoing lunch periods or lunch periods being extended beyond thirty (30) minutes shall be a proper subject for secondary level negotiations regardless of current practice. **F. Rest Periods.** There shall be one (1) fifteen (15) minute rest period during each four (4) hours worked in a regular shift. The Employer retains the right to schedule employees' rest periods and to shorten such periods to fulfill emergency operational needs. The Employer may continue current practices regarding breaks taken in the course of operational duties or on an irregular basis. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off. **G. Wash-Up Time.** Positions for which such necessary wash-up time is authorized shall be determined in secondary negotiations. If employees are working overtime at the end of the scheduled work day, an approved wash-up period shall be provided immediately prior to the end of the overtime period only. Under no circumstances shall an employee be paid premium pay to wash-up if the employee is required to work through this wash-up period. **H. Callback.** Callback is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back and whose callback time is contiguous to their regular working hours and employees who are called back before they have left the employer's premises will be paid only for those hours worked. Employees who are called back and whose callback hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible callback time will be paid at the premium rate. When an employee is on call and is called back to work the employee shall be compensated in cash payment or compensatory time in accordance with the provisions negotiated in secondaries in Article 15, Section E the premium rate for the hours of callback. These provisions do not apply to (1) exempt employees; (2) fruit and vegetable inspectors in the Department of Agriculture, and (3) permanent-intermittent employees, unless by virtue of the callback the employee works in excess of eight (8) hours in a day or forty (40) hours in a work week. **I. On-Call.** On-call is defined as the state of availability to return to duty, work ready, within a specified period of time. Employees required to be on-call shall be so notified in writing by the Employer and shall remain available through a pre-arranged means of communication. Such employees shall be compensated at the rate of one (1) hour of pay for each five (5) hours of on-call duty. These pay provisions shall not apply to exempt employees, except in accordance with current practice. If an employee who is on-call is called back to duty, the period of callback shall not be counted as on-call time. On-call time shall not be counted as hours worked. **J. No Guarantee or Limitation.** This Article shall not be construed as a guarantee or limitation of the number of hours per work day or work period. This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of work per day or

per week. Overtime shall not be paid more than once for the same hours worked. **K. Modified Work Schedules.** Nothing in this Agreement shall be construed to limit the Employer's discretion to establish, modify or abolish modified work schedules as are consistent with the program needs of the Employer and do not violate Section A above. Plans proposed by the Employer for the consideration of employees shall be provided to MSEA prior to being provided to, and discussed with, employees. If the initial implementation of any proposed plan would result in a layoff of a permanent employee, such provision of the plan shall be negotiable. Code 1 employees on modified work schedules shall only be entitled to overtime compensation for those authorized overtime hours in excess of ten (10) hours in a workday or forty (40) hours worked in a work week or as mutually agreed upon in secondary negotiations. Whenever the Employer intends to modify or abolish all or part of a modified work schedule and such intent would have an adverse impact on an employee(s), the Employer agrees to give fourteen (14) calendar days notice for the employee to adjust personal schedules in order to comply with such modification or abolishment. Any intended changes in modified work schedules will first be provided to MSEA and will be discussed with MSEA on request; however, such changes shall not be negotiable. Where MSEA believes a substantial number of employees at a work site wish to consider a modified work schedule, such matter will be discussed in a Labor-Management Committee Meeting, AND SHALL BE SUBJECT TO SECONDARY NEGOTIATIONS. **L. Reduction in Hours.** Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs. **M. Utilization of Leave Credits and Timekeeping.** Utilization of leave credits and timekeeping records shall be maintained in tenths of a hour.

ARTICLE 15
OVERTIME

A. Definitions.

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

6. **Regular Rate.** The regular rate of pay is defined as the employee's prescribed rate per hour, including any applicable shift pay, prison ("P" rate) pay, hazard pay, on-call pay and longevity pay.
7. **Overtime Rate.** The overtime rate shall be one and one-half (½) times the regular rate.
8. **Compensatory Time.** Compensatory time is authorized paid time off from work in lieu of overtime pay. Compensatory time is not charged against an employee's annual, sick or other leave bank.

B. Eligibility for Overtime Credit.

The Employer agrees to compensate eligible employees in cash payment at the overtime rate under the following conditions:

1. An employee in a classification indicated as Code 1 in Appendices A or B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of eight (8) hours of work time in a day or forty (40) hours of work time in a work week or all consecutive hours in excess of eight (8). This Paragraph shall not prohibit the application of Paragraph 6 of this Section.
2. An employee in a classification indicated as Code 2 in Appendix B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of forty (4) hours of work in a work week.
3. An employee in a classification indicated as Code 1 or Code 2 in Appendices A or B who is on any modified work schedule shall be compensated at the overtime rate for all authorized work time in excess of their regular working day or forty (40) hours of work time in a work week.
4. The issue of compensating an employee in a classification indicated as Code 1 or Code 2 in Appendices A or B employed at an Agency/Facility in the Department of Community Health or Military and Veterans Affairs at the overtime rate for all authorized work time in excess of eight (8) hours of work time in a day or eighty (80) hours of work time in a biweekly work period, shall be a proper subject for secondary negotiations only upon mutual agreement.
5. Employees designated as law enforcement officers in Appendix B shall be compensated at the overtime rate for all authorized hours of work time in excess of eighty (80) in a biweekly work period.
6. When a Code 1 employee requests a work schedule adjustment within a work week in lieu of accumulation of overtime and the Employer agrees, such adjustment shall be made as long as the employee has not worked in excess of forty (40) hours in the work week. For employees covered by Paragraph 4 or 5 of this Section such work schedule adjustments may be made within the biweekly work period.
7. An eligible employee may receive compensatory time off in accordance with the provisions negotiated in secondaries in Articles 15 Section E at time and one-half (½) for overtime hours worked within the pay period in lieu of cash payment for such hours worked.

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

C. Overtime Compensation.

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

D. Pyramiding.

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

E. Scheduling of Compensatory Time.

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

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

Such compensatory time shall be taken before annual leave except when annual leave is used to substitute for unpaid FMLA Leave, where an employee at the allowable annual leave cap would thereby lose annual leave or where such annual leave will be used for Union business and the Union will buy back the time in accordance with Article 7, Section A.

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

F. Overtime Procedure.

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

The Employer has the right to require an employee to work overtime, and to schedule overtime work as required in the manner most advantageous to the

Employer and consistent with the requirements of State employment and the public interest.

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

ARTICLE 16
LEAVES OF ABSENCE

A. Eligibility.

1. 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 initial probationary period.
2. Employees may also be eligible for a leave of absence in accordance with provisions of the Family and Medical Leave Act (see Letter of Understanding). Provisions of the Act, that may run concurrent to the provisions of this Article, shall not diminish the provisions of the Article.

B. 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 of the leave of absence being requested.

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

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

C. Approval.

Except as otherwise provided in this Agreement, employees may be granted the privilege of a leave of absence without pay at the discretion of the Appointing Authority. 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.

An employee may elect to carry a balance of annual leave during a leave of absence. 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.

1. **Educational Leaves of Absence.** The Employer may approve an individual employee's written request for a full-time educational leave of absence without pay for an initial period of time up to two (2) years to work toward an Associates Degree or a Baccalaureate Degree and/or any advanced degree. To qualify for

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

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

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

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

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

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

   The Employer reserves the right to have the employee examined by a physician selected and paid

   by the Employer for the employee's initial request, extension and/or return to work.

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

   This option may only be exercised once every ten (10) years. The ten (10) year period will be calculated from the date of the request of the medical layoff and counting back for the prior ten (10) years. Employees recalled under this provision shall not have such time treated as a break in service.

3. Military Leave. Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Civil Service Commission Rule 2-14 and the applicable federal statutes.

4. Leave for MSEA Office. The Employer shall grant requests for leaves of absence to employees in these representational Units upon written request of MSEA and upon written request of the employee, subject to the following limitations:

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

   b. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with MSEA, the request shall state what the office is, the term of such office and its expiration date. This leave may cover the period from the initial date of election or appointment through the expiration of the first full term of office.

   c. If the requested leave of absence is for the purpose of permitting the employee to serve as a Staff Representative for MSEA, such leave shall be for a minimum of six (6) months renewable upon request of the employee, but shall not exceed three (3) years.

5. Waived Rights Leave of Absence. The employee may request a waived rights leave of absence of up to one (1) year in those situations when an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. Under such requests, the privacy of the

employee will not be violated. Employees do not have the right to return to State service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the employee's Appointing Authority in writing specifying the reason for the request. An employee granted a waived rights leave of absence may not carry any annual leave balance during such leave. The employee shall receive and be required to sign a written explanation containing the following statement of conditions for a waived rights leave of absence:

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

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

D. Return from Leave of Absence.

1. An employee returning from an approved leave of absence of six (6) months or less (other than waived rights) will be restored to a position in the employee's same classification and previous work site.
2. An employee returning from an approved leave of absence of more than six (6) months (other than a waived rights) will be restored to a position in the employee's same classification and previous work location.

   Where there is more than one work site in a work location, the Employer will make a good faith effort to return the employee to their former work site or to as close a work site as possible.
3. An employee who requests an earlier return to work prior to the expiration of the approved leave (other than waived rights) may do so only with the approval of the Appointing Authority.

   For an employee who is approved to return early, the provisions of Sub-section 2. above will apply.

E. School/COMMUNITY Participation Leave.

1. Intent. The parties recognize the positive role parental and other adult involvement in school and community activities plays in promoting educational

and community success. The parties intend by this section to foster employee involvement in school sponsored activities and community programs.

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

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

   3. Leave Usage. The use of the leave is for active participation in school sponsored secular activities by employees, and not for mere attendance at the activity or event. Additionally, the leave is intended for pre-school education programs, k-12 and adult literacy programs, and not college or university programs or events. Employees may use the leave to participate in any

school sponsored activity including but not limited to, tutoring, field trips, classroom programs, and school committees.

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

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

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

ARTICLE 17
PERSONNEL FILES

A. General.

There shall be only one official personnel file maintained on each employee in the representational Units covered by this Agreement. Under no circumstances shall an employee's medical file be contained in the employee's personnel file; however, records of personnel actions based upon medical information may be kept in personnel files.

B. Access.

Access to individual personnel files shall be restricted to authorized management personnel, the employee and/or a designated MSEA Representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file at reasonable intervals, generally not to exceed two (2) times in a contract year, and may be accompanied by a designated MSEA Representative if the employee so desires. An employee who requests in writing one or more additional reviews shall state the purpose thereof. File review shall normally take place at the location of the personnel file and during the Employer's normal work hours. If a review during normal work hours would require an employee to take time off from work, the Employer will provide some other reasonable time or place for the review. As an alternative to rearranging the time or place for employee review, employees may designate, in writing, an MSEA Representative to conduct such review. Upon employee request, the Employer shall make and furnish a copy of documents, or parts of documents, to the employee or the designated MSEA Representative. The Employer may charge a reasonable fee for duplicate copies previously furnished to the employee or Union, when requests for such copies become excessive.

C. Employee Disagreements.

An employee may request the Employer to correct or remove information from the employee's personnel file with which the employee disagrees. Such request shall be in writing, shall specify with particularity that record, or part of a record, with which he/she disagrees, and how the employee proposes to correct the record. The Employer shall either correct or remove such disputed information or deny the employee request in writing. In the absence of an agreement between the Employer and the employee, the employee may file a grievance or submit a written statement to the Employer explaining the disagreement, which statement in combination with any other such written explanatory statement shall not exceed five (5) sheets of 8-1/2 inch by 11-inch paper. Such employee statement(s) shall remain in the personnel file as long as the original information, with which the statement reports disagreement, is a part of the file.

D. Employee Notification.

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be provided to the employee (the employee so noting receipt, or the supervisor noting employee refusal to acknowledge receipt) or

sent by certified mail (return receipt requested) to the employee's last address appearing on the Employer's records.

E. Non-Employment Related Information.

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

F. Confidentiality of Records.

This Article shall not be construed to expand or diminish a right of access to records as provided in Act 442 of the Public Act of 1976, or as otherwise provided by law.

The Employer will not release an employee's final disciplinary action record to other than the authorized representative(s) of the Employer or the designated MSEA Representative with the employee's written permission, unless the Employer furnishes the employee with written notice of such release on or before the day the information is released. Such notice may, at the Employer's discretion, be provided to the employee by first-class mail at the employee's home-of-record, or at the work location.

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

1. The employee has waived the right to written notice as part of a written, signed employment application with another Employer; or
2. The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration;
3. The information is requested by and provided to a government agency as a result of a claim or complaint by an employee with such government agency.

G. Expunging Records.

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

For purposes of computing time for expunging records under this section, time spent on medical leave of absence shall not be counted.

H. Confidentiality of Medical Records.

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

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

The Employer shall not be prohibited from furnishing or otherwise releasing medical records or reports made or obtained by the Employer where such release is specifically required to process a grievance which involves the use or interpretation of such reports or records by the Employer, to a legal action or arbitration, or to a complaint or claim filed with a government agency by an employee.

ARTICLE 18
MSEA REPRESENTATION

A. MSEA Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented in the grievance procedure by a Steward or Chief Steward, a departmental caucus spokesperson and/or MSEA Staff Representative in accordance with the following:

1. **Work Location Definition.** For the purposes of this Article only, a work location is a county or a facility within a county, or in those instances where employees have a geographical area of assignment greater or lesser than a county, the geographical area of assignment shall be considered the work location.
2. At work locations of a Department, MSEA may designate Steward(s) to represent such employees at such work locations. A Steward shall lose no normal pay or leave credits while representing employees at the same work location.
3. Stewards or Chief Stewards operating within jurisdictional areas as agreed to in secondary negotiations shall lose no normal pay or leave credits while representing employees within the jurisdictional area or for related travel between work locations within the jurisdictional area.
4. Where no Steward is authorized or designated, or one designated is temporarily not available, MSEA may designate any employee covered by this Agreement to act as a temporary representative, provided that if such employee is employed at another work location or in another Department he or she shall be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave. Such employee may represent employees across departmental lines.
5. Employees whose unplanned absence would remove service from an area shall not be designated by MSEA as a temporary representative under this Section.
6. Stewards shall be employed in or on leave from a classification in one of the Bargaining Units covered by this Agreement.
7. The issue and manner of release of department caucus spokespersons to represent a bargaining unit member shall be a proper subject of secondary negotiations.

B. Chief Stewards.

MSEA may designate one (1) Chief Steward per forty (40) employees or fraction thereof in a department. Chief Stewards, designated by MSEA, shall have preference in employment retention in the event of layoff and bumping. If the chief steward is unable to exercise a bumping preference in accordance with article 12 (d), then that

steward may request placement to a vacant bargaining unit position that is recognized by the Department of Civil Service on the pre-authorized lateral job change list, provided by the Employer to MSEA, in existence at the time of the layoff. A Chief Steward may also be designated as a Steward at a work location. At a work location where no Steward has been authorized by secondary negotiations or the designated Steward is not available, the Chief Steward may act as a temporary Steward without loss of pay within jurisdictional areas as determined in secondary negotiations.

MSEA shall furnish to the Employer in writing the names of the designated Chief Stewards with their jurisdictions and work locations, and the names of Stewards with their work locations or their jurisdictions. MSEA shall do so within thirty (30) work days after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by MSEA in writing as soon as such changes are made.

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

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

C. Release of MSEA Representatives.

No Steward or Chief Steward shall leave his/her work to engage in employee representation activities authorized by this Agreement without first notifying and receiving approval from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall unreasonably be denied. In the event that approval is not granted for the time requested by such MSEA Representative, MSEA, at its discretion, may either request an alternate MSEA Representative or have the activity postponed and rescheduled. In making such request, MSEA will provide timely representation so that the activity would not be unreasonably delayed.

D. Union Leave.

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

The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave. The request for union leave and the approval by the Employer and the acceptance by the employee shall constitute an acknowledgment that the employee is to be considered as an employee of the Union during the leave. Should an administrative board or court rule otherwise, MSEA shall indemnify and hold the Employer harmless from any Worker's Compensation claims by

that employee arising during or as a result of the union leave. If a Union Representative actually uses 520 hours paid administrative leave during a contract work year the parties will meet and confer regarding a resolution.

ARTICLE 19
LABOR-MANAGEMENT MEETINGS

A. Purpose.

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

Agenda items to be discussed at such meetings are to be submitted at least seven (7) calendar days in advance of the scheduled meeting dates. The method of establishing an agenda shall be a proper subject in secondary negotiations at the request of either party. Appropriate subjects for the agenda are:

1. Administration of the Agreement.
2. General information of interest to the parties.
3. Expression of employees' views or suggestions on subjects of interest to employees of the representation Units covered by this Agreement.
4. Recommendations of the Health and Safety Committee on matters relating to employees of representation Units covered by this Agreement.
5. Items agreed to in other Articles of this Contract.

Department or Agency Representatives are encouraged to notify MSEA of administrative changes intended by the Employer, which may significantly affect employees in representation Units covered by this Agreement and to meet with a MSEA Staff Representative upon MSEA's request concerning such change. Failure of the Employer to provide such information shall not prevent the Employer from making such changes, however, such changes shall be proper subjects for future Labor-Management Meetings. Such meetings shall not be considered or used for negotiations, nor shall they be considered or used for a substitute for the grievance procedure.

Employees, stewards, MSEA representatives, supervisors, managers, and department representatives shall, throughout all labor-management proceedings, treat each other with courtesy, and no effort shall be made by either party to harass or intimidate the other party.

The timeframe and manner of response to agenda items shall be a proper subject of secondary negotiations.

B. Representation.

MSEA shall designate its Representatives to such meetings in accordance with this Section. The number of MSEA Representatives to participate in such meetings at all levels shall be determined through secondary negotiations.

It is the intent of the parties to minimize time lost from work. Therefore, Labor-Management Meetings shall be established to cover the concerns of employees in the representation Units exclusively represented by MSEA.

C. Scheduling.

Departmental-level Labor-Management Meetings shall be scheduled upon request of either party, but not more frequently than on a monthly basis or twelve (12) times per year, except as may be mutually agreed on a case-by-case basis. Where no items are placed on the agenda at least seven (7) calendar days in advance of scheduled meetings, such meetings need not be held.

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

D. Pay Status of MSEA Representatives.

Up to the limit established in secondary negotiations MSEA Representatives to Labor-Management Meetings shall be permitted time off from scheduled work without loss of pay for necessary travel and attendance at such meetings. Based on operational needs, MSEA member representatives will be authorized administrative leave for no more than the number of hours in their regularly scheduled work day for each day's session to cover travel time and attendance at the labor management meeting. Administrative leave for the purposes of travel will be allowed at the rate of one (1) hour for each fifty (50) miles or portion thereof to and from the meeting site. Travel expenses and or overtime shall not be authorized for attendance at labor management meetings.

E. State Employer.

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

ARTICLE 20

WORK RULES

In accordance with Article 5 of this Agreement, Management Rights, and in accordance with the Rules of the Michigan Civil Service Commission, the Employer has the unlimited right to make reasonable work rules, including, but not limited to, operational procedures and guidelines, which regulate conduct, safety and health of employees. Additions to or changes in work rules promulgated by the Employer which are generally applicable to employees in these Units shall be provided to MSEA Central Office at least fourteen (14) calendar days prior to their effective date in non-emergency situations. Should MSEA wish to discuss such work rules prior to their effective date they shall so request as soon as possible but no later than seven (7) calendar days prior to their effective date. Work rules promulgated on a local basis shall be discussed locally. Work rules promulgated on a departmental level shall be discussed at the departmental level. It is the intention of the parties that such discussions shall be held in an informal context and shall not require the convening of a Labor-Management Committee Meeting. If after timely notice by the Union such meeting can not be held prior to the implementation date because of Management's unavailability, the implementation shall be delayed until such meeting can be held. Rule changes established in emergencies shall be promulgated as soon as possible. MSEA shall have the right to timely grieve the reasonableness of a work rule.

Work rules shall be discussed at the initiative of either party in Labor-Management Committee Meetings.

ARTICLE 21
GROOMING AND ATTIRE

The Employer and MSEA agree that employees have an obligation to maintain reasonable grooming and attire standards which bear a reasonable relationship to their work.

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

The type of grooming or attire standard shall be determined in secondary negotiations.

ARTICLE 22
HEALTH AND SAFETY

A. General.

The Employer and MSEA will cooperate in the objective of eliminating safety and health hazards. The Employer will attempt to provide a safe and healthful place of employment free from recognizable hazards.

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

B. First Aid Equipment.

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

C. Buildings.

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

D. Medical Examinations.

Whenever the Employer requires an employee to submit to a medical examination or medical test, including x-rays or inoculations, by a licensed medical practitioner selected by the Employer, the Employer will pay the entire cost of such services provided that the employee uses the services of the practitioner selected by the Employer. With the consent of the Employer, the employee may use another medical practitioner and the Employer will pay the excess costs not covered by the employee's health insurance program. Employees required to take a gynecological examination may be examined by a practitioner mutually acceptable to the employee and the Employer. In the absence of mutual agreement regarding a required gynecological examination, the parties will select a physician from recommendations by a county or local medical society, by alternate striking if necessary. All pre-employment physical plans affecting current bargaining unit members shall be submitted to MSEA.

E. Foot Protection.

The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the employee to purchase approved safety shoes, the allowance paid by the

Employer for the purchase of required safety shoes shall be the actual cost of such shoes up to a maximum reimbursement as allowed in Article 43, Section W. Employees shall have the right to purchase such safety shoes utilizing the allowance provided therein.

F. Protective Clothing.

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

The types of apparel items to be discussed pursuant to this Sub-section shall include, but not be limited to: biological, radioactive, or chemical protective clothing; seasonal protective clothing; hard hats and fire resistant clothing for operators of fire suppression vehicles; helmets, boots, gloves and abrasion resistant clothing for motorcycle operators; steel-toed boots for operators of mechanized mowers; and welding protective apparel.

G. Safety Glasses.

The Employer reserves the right to require the wearing of suitable eye protection by employees. In such cases, the Employer will provide such eye protection devices or, if the Employer requires the employee to purchase approved safety glasses, the Employer will furnish such glasses. If an employee needs corrective safety glasses, the Employer shall also continue to furnish such glasses in the proper size after the employee has presented the required prescription. Coverage for examinations shall be in accordance with Article 43, Section F., Vision Care Insurance.

H. Safety Inspection.

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

I. Contagious Diseases.

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

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

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

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

In accordance with CDC guidelines, protective garments such as gloves, gowns, aprons, masks, etc. shall be readily accessible to an employee who deals with individuals whose behavior or actions indicate a need for a protective barrier. The issue of which protective garments or devices are appropriate for bargaining unit employees in the course of performing their job duties shall be a proper subject for secondary negotiations.

J. Health and Safety Committee.

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

The Committee shall meet at least quarterly at mutually agreeable times and places. Agendas will be established in advance. Minutes will be prepared for each meeting and a copy given to the international union members. The charge of this Committee shall be to examine statewide policy issues regarding health and safety as it affects Bargaining Unit employees. The Committee shall also make recommendations pursuant to its findings.

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

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

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

K. Compliance Limitations.

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

L. Safety Evacuation Plans.

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

M. Obligation of MSEA and Employees.

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

N. Employee Services Referral Program.

The parties recognize that employees who are experiencing work-related problems or personal concerns, including, for example, alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness, may demonstrate less than satisfactory attendance and job performance.

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

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

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

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

ARTICLE 23

PROBATIONARY EMPLOYEES

A. Definition.

1. An initial probationary employee shall be an employee who has not been certified as having satisfactorily completed the initial probationary employment period as required by the Civil Service Rules and Regulations.
2. A continuing probationary employee shall be an employee who has completed the initial probationary period and has subsequently been appointed to a new class, or level, and is required to satisfactorily complete a new probationary period.
3. An initial or continuing probationary employee who is being given a less than satisfactory service rating shall be entitled, upon request in accordance with Article 9, Section B, to the presence of a Union Representative at the disciplinary conference.

B. Effect of Separation.

An individual having separated from State service and no longer having reinstatement rights shall be required to serve an initial probationary period.

C. Application of Provisions.

Continuing probationary and initial probationary employees shall be covered by the provisions of this Agreement except as specifically indicated otherwise in an Article(s) of this Agreement.

ARTICLE 24
SUPPLEMENTAL EMPLOYMENT

Supplemental employment is permitted under the following conditions:

1. That the additional employment must in no way conflict under this Article or under present Civil Service Rules with the employee's hours of State employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of State duties.
2. That the employee will provide the written notice to the Appointing Authority before engaging in any supplemental employment for the primary purpose of addressing any potential conflict of interest. The Employer will respond to such notice as soon as possible, but no later than ten (10) work days. If the Employer does not respond within the ten (10) work day period, in the event the employee accepts the supplemental employment, the employee shall not be subject to discipline related to the initial acceptance of such supplemental employment. This provision does not waive the employer's right as described in Section 4 of this article.
3. That the employee keep the Appointing Authority informed of contemplated changes in supplemental employment.
4. Should the Employer determine that an employee's supplemental employment interferes with his/her regular work, exceeds departmental guidelines, or is in violation of this Agreement, he/she will be given reasonable time to promptly terminate his/her supplemental employment before being disciplined, requested to resign State service or involuntarily terminated. In situations of conflict of interest in supplemental employment which violates Civil Service Rules, the supplemental employment will be immediately terminated.
5. In the event that supplemental employment is denied by the employer, the employee may file a grievance under the expedited procedure as follows:
   a. The employee may present a grievance to the step 1 employer representative with a request to expedite the grievance.
   b. If not expedited to the satisfaction of the Union, the employee representative may verbally contact the Step 2 employer representative, explain the situation, and request an expedited answer.
   c. At each step, every effort will be made to answer the grievance prior to the date the employment is scheduled to begin.

This Article shall not be construed to limit or abridge the Employer's right to take appropriate disciplinary action in response to violation of Civil Service Rules and/or failure to provide prior notification of supplemental employment to the Employer.

ARTICLE 25
NON-DISCRIMINATION

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

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

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

ARTICLE 26
SEXUAL HARASSMENT

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

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

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

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

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

ARTICLE 27
SMOKING

The Employer and MSEA agree that smoking of any legal tobacco product is a privilege of the employee. However, the Employer will make every reasonable effort to provide a smoke-free work area for those employees who request it.

Smoking will not be permitted in any area where it is prohibited by law, fire or safety regulations. Smoking areas will be posted in a noticeable fashion, as required by law. Any area designated by law, fire or safety regulations as a nonsmoking area will be posted as such.

The Employer's obligation under this Article will be consistent with available space and other operational requirements. This Article shall not be subject to the grievance procedure. However, modifications or changes in this area must be reviewed by the Health and Safety Committee prior to implementation. Employees will cooperate with the Employer and with each other to respect each others' right to work in a healthful air environment. Efforts will be made by employees to minimize smoking that

causes genuine discomfort to fellow employees or to confine smoking to expressly designated areas. To the extent possible, the Employer will designate a portion of all dining area(s) as a nonsmoking area.

ARTICLE 28
POLYGRAPH EXAMINATIONS

The Employer or its Agent shall not require nor attempt to persuade an employee to take a polygraph examination, lie detector test, or similar test. The Employer or Agent shall not discipline or discriminate against an employee solely because an employee refused or declined a polygraph examination, lie detector test, or similar test, by whatever name called.

ARTICLE 29
TRAINING

The Employer will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job including changes brought about by the introduction of automation, computers or robotics or whenever job responsibilities are significantly altered. Where licensure or certification is required by Civil Service classification specifications, the Employer will provide administrative leave to attend training required to maintain such licensure. The Employer's obligation under this Article shall be discussed at secondary level negotiations.

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

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

ARTICLE 30
STAFFING

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

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

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

ARTICLE 31
OPERATION OF STATE MOTOR VEHICLES

A. GENERAL.

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

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

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

B. COMMERCIAL DRIVERS LICENSE.

The parties agree that under Act 346 of 1988 certain employees may be required to obtain and retain a Commercial Driver License (CDL) to continue to perform certain duties for the State.

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

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

1. The employer will reimburse the cost of the required CDL Group License and Endorsements for those employees in positions where such license and endorsements are required.
2. The employer will reimburse, on a one-time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test. Where a skills test is required, the employee will be permitted to utilize the appropriate State vehicle.
3. Employees shall be eligible for one grant of administrative leave to take the test to obtain or renew the CDL. Should the employee fail the test initially, the employee shall complete the necessary requirements on non-work time.
4. Employees reassigned to a position requiring a CDL shall be eligible for reimbursement and administrative leave in accordance with paragraphs 1., 2. and 3. of this section.
5. Employees who transfer, promote, bump, or are recalled to a position requiring a CDL are not eligible for reimbursement for obtaining the initial CDL but shall be eligible for reimbursement for renewal.
6. Employees who fail to obtain, or retain, a CDL may be subject to removal from their positions. Employees who fail required tests may seek a 90 day extension of their current license, during which the Employer will retain the employee in their current, or equivalent position. The Employer shall not be responsible for any fees associated with such extensions. At the end of the 90 day extension, if the employee fails to pass all required tests, the employee may be reassigned at the Employer's discretion, in accordance with applicable contractual provisions, to an available position not requiring a CDL for which the employee is qualified, or, if no position is available the employee will be laid off without bumping rights and will be placed on the departmental recall list, subject to recall in accordance with the Agreement. Those employees not choosing to extend their license for the 90 day period will be removed from their positions at the expiration of their current license and may be reassigned at the Employer's discretion, in accordance with applicable contractual provisions, to an available position not requiring a CDL for which the employee qualifies, or, if no position is available they will be laid off without bumping rights and will be placed on the departmental recall list.
7. Employees required to obtain a medical certification of fitness shall have the "Examination to Determine Physical Condition of Drivers" form filed in their medical file. A copy of the "Medical Examiners Certificate" shall be filed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.

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

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

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

The Omnibus Transportation Employees Testing Act of 1991 (Act) and its implementing regulations provides that employees subject to performing safety sensitive functions, as defined by the Act and/or accompanying regulations, are subject to pre-employment, random, post-accident, reasonable suspicion,

return-to-duty and follow-up drug and/or alcohol testing. The parties agree that to protect the safety of employees and the public, the workplace should be free from the risks posed by using controlled substances and alcohol.

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

1. Self-Identification.

   Both the Employer and the Union will encourage employees to seek professional assistance whenever necessary. An employee who voluntarily discloses a problem with use of a controlled substance or alcohol abuse shall not be disciplined for such disclosure, provided the employee discloses the problem prior to being subject to testing under the Act, i.e. (a) has not been selected for random testing, (b) is not in the process of complying with post-accident testing, (c) is not currently being required to submit to reasonable suspicion testing, (d) is not undergoing pre-employment testing for re-placement into the pool, etc. The employee shall be referred to a Substance Abuse Professional (SAP). Employee absences will be covered by available leave credits, or a medical leave of absence in accordance with Article 16, Leaves of Absence, of this Agreement.

2. Education and Training.

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

3. Request for Proposal (RFP) and Contract Award.

   The Employer will provide the Union with a copy of the RFP regarding contracts for drug and alcohol testing of Bargaining Unit employees who may be subject to the Act, prior to sending it out to potential bidders. The Employer will provide the Union with a copy of any subsequent contract award.

4. Pay Status of Employees.

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

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

5. Availability for Unscheduled Work Assignment

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

6. Union Representation

   Employees may confer with an available Union Representative onsite (if available on-site), or a co-worker onsite (if available on-site), or through a telephone conference, whenever an employee is directed to submit to a reasonable suspicion alcohol or controlled substance test, provided such contact will not unreasonably delay the testing process.

7. Documentation for Reasonable Suspicion Testing.

   The Employer will utilize the form in Appendix K for describing the observations concerning the appearance, behavior, speech or body odors of the employee that were made by the supervisor (and witness, if any), and communicated to the Departmental Drug/Alcohol Testing Coordinator (DATC) or DATC designee, which gave reason for reasonable suspicion testing of the employee.

8. Alternative Duty Assignment.

   When the prescribing physician determines that an employee should not be assigned to operate a commercial motor vehicle or perform other safety sensitive functions because the employee is

using a controlled substance pursuant to a prescription, the employee may be assigned, at the Employer's discretion, to alternative duties. If the Employer does not elect to make such a temporary assignment, the employee's absence shall be covered by available leave credits.

9. Refusal to Submit to Testing.
   Refusal to submit to any drug or alcohol test under provisions of the Act shall be treated as a positive test result: a) for controlled substances, or b) alcohol, at the .04% level.
10. The Employer may impose discipline, up to and including dismissal, for violation of this article. All discipline for violation of any provision of this article shall be subject to the provisions of Article 9 regarding discipline.

11. Controlled Substances.
    No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely effect the driver's ability to safely operate a commercial motor vehicle.
    For the purposes of this Article, "controlled substances has the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedules I through V as they may be revised from time to time (21 CFR 1308).
12. Physician's Notification.
    If an employee covered by the Act is using a prescription drug containing a controlled substance as defined in the Act, the employee must provide a statement from the employee's physician as provided below. In addition, the Employer agrees it will not violate the employee's right to privacy by contacting the attending physician without specific written authorization.
    An employee who reports for duty or remains on duty requiring the performance of safety sensitive functions while using any controlled substance pursuant to the instructions of a physician who has advised the driver that the medication does not adversely effect the driver's ability to safely operate a commercial motor vehicle, shall furnish the Employer with the physician statement (in Appendix L) prior to the performance of any safety sensitive functions.

ARTICLE 32
WAGE ASSIGNMENTS AND GARNISHMENTS

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

ARTICLE 33
POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS

A. Position Descriptions.

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

Except as may be specifically indicated to the contrary on the employee's official position description, or as otherwise provided in this Agreement, such position description shall not be interpreted to diminish or abridge, in any way, the Employer's right to assign an employee to different work sites, and different work locations, including non-State work locations, or to perform assigned duties under the direction and supervision of authorities other than the employee's own Appointing Authority.

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

B. Class Specifications.

In the event that any new or revised class specification which is developed as a direct and necessary result of a newly established qualification requirement which may prevent employees from continuing in their present positions, the Employer will meet with MSEA to discuss and review the impact of such requirement. Such conference shall be conducted in accordance with Article 19 of this Agreement, Labor-Management Meetings.

Upon individual employee request, the Employer will provide an employee with a copy of the Civil Service Class Specification for the classification and level to which the employee's position is allocated at the time of such individual request.

C. Journeyperson Certification.

The Employer agrees to accept, and to place in the individual employee's Agency personnel file, any certification(s) from any accredited school, apprenticeship program, or regulatory agency which signifies that the individual employee has satisfactorily completed all the requirements for such certification.

D. Resolution of Classification Disputes.

Resolution of disputes regarding the appropriate classification and level of a position shall be subject exclusively to the applicable Civil Service Procedure.

In any dispute between the Employer and an employee regarding the employee's appropriate classification, and upon individual employee request, the Employer will provide an employee with a copy of the Civil Service Class Specification for the classification and the level to which the employee's position is allocated at the time of such individual request.

E. Working Out of Class.

Working out of class is a prohibited subject of bargaining, and as such governed solely by civil service rules and regulations.

ARTICLE 35

MISCELLANEOUS BENEFITS

A. Clothing.

Uniforms, identifying insignia, and/or protective apparel which is required by the Employer as a condition of employment will be furnished or reimbursed by the Employer. Reimbursement limits will, upon request, be discussed in Labor-Management Meetings in accordance with Article 19.

Each employee required to wear a uniform will be notified by the Employer.

Employees required to wear a uniform will be furnished or reimbursed for all required uniforms as soon as possible after hire. The number and type of required wearing apparel will be discussed upon request in secondary negotiations; provided that, during the term of this contract the Employer may continue to require and alter uniforms, insignia, and/or protective apparel in a manner which does not violate this contract or any concurrent secondary contract. Uniforms will be in good condition and must be kept clean and in good condition.

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

The Employer agrees that those furnished uniforms which require dry cleaning will be cleaned at the Employer's expense in accordance with current practices or as provided in secondary agreements in effect on 12/31/85, or as agreed in secondary negotiations.

Motor Carrier Officers who are required to wear a uniform shall receive $450 a year paid on a biweekly basis.

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

B. Tools and Equipment.

The Employer agrees that when tools and equipment are furnished by the Employer, such tools and equipment shall be in safe operating condition and shall be similarly maintained. When the Employer introduces new tools or equipment, employees shall be provided with adequate training, if necessary, in order to properly operate such tools and equipment. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Tools and equipment which the Employer requires the employee to use shall be made available to the employee within budgetary limitations and in accordance with current practice, or as provided in secondary agreements in effect on 12/31/85. In the event such equipment is not made available, its use shall not be required.

Where the Employer issues a weapon to employees to use during the course of their regular assigned duties, the employer shall also provide a safety device (i.e., a trigger lock or other device which disables the weapon from being accidentally fired) for each employer issued weapon. In those instances where an employee may be permitted to carry a concealed weapon during work time, upon request, a similar safety device shall also be made available for a minimal fee or at no cost to the employee.

C. Theft, Loss or Damage to Personal Items.

All claims and/or disputes involving theft, loss or damage to personal items shall be resolved exclusively in accordance with the provisions of the Michigan Administrative Manual Procedure 0620.02, issued October 4, 1993, or as amended and shall not be subject to the grievance procedure. See Appendix H.

D. Storage Space.

Secured storage space shall be provided to those employees with a discernible need within budgetary and space limitations; however, the Employer and MSEA, through the Labor-Management Conference process, will pursue furnishing secured storage space and suitable alternatives with the goal of providing satisfactory secured storage space within the terms of this Agreement.

E. Parking.

The parties agree that the provision of necessary parking space to employees within the Bargaining Unit is a desirable goal to achieve. When the State is considering buying, leasing or building new office space, availability of parking shall be a factor.

The Department of Management and Budget may, in accordance with applicable statute, charge employees a fee reflecting costs, maintenance and/or security for parking in controlled and/or improved State lots. Intended increases will be discussed with MSEA before being implemented, and shall not exceed prevailing market rates.

It is understood and agreed that no employee is guaranteed a parking place on property owned or leased by the State.

The State will provide employee handicapped parking at State-owned and/or operated parking facilities in accordance with Part 4 of the Building Code -- Barrier Free Design Rules. Such parking shall be provided at the standard cost assessed to other employees, if any. In addition, the Employer agrees to meet

with the Union upon request to discuss alternate methods of providing additional parking for certified permanently disabled employees when legitimate demands surpass available space.

F. Lounge and/or Eating Areas.

Where current practice so provides and where operational needs permit, the Employer will continue to provide adequate employee lounge and/or eating areas in non-public locations separated from employees' normal areas of work. The issue of providing employees with such lounge and/or eating areas where current practice does not so provide will upon request be a subject of secondary level negotiations, provided that no obligation shall exist for the Employer to negotiate such issue for work sites where space is not available. The Employer reserves the right to change lounge and/or eating areas due to operational requirements. The proposed removal or relocation of lounge and/or eating areas due to operational requirements shall be an appropriate subject for Labor-Management Meetings provided for in Article 19 of this Agreement.

G. Tuition Reimbursement.

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

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

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

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

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

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

An appropriate subject for discussion by the Labor-Management Council will be tuition refund implementation procedures and cost review.

H. Legal Services.

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

No legal services shall be required in connection with prosecution of a criminal suit against an employee. However, when a criminal action is commenced against an officer or employee of a State Agency based upon the conduct of the officer or the employee in the course of employment, the State Agency will pay for, engage, or furnish the services of an attorney to advise the officer or the employee as to the action, and to appear for and represent the officer or the employee in the action, if the Employer has no basis to believe that the alleged conduct occurred outside the course of employment and no basis to believe the alleged conduct was not within the scope of the authority delegated to the officer or the employee. The determination of the officer’s or the employee's scope of delegated authority shall be made in the sole judgment of the Appointing Authority, which judgment shall not be subject to appeal.

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

I. Professional Fees and Subscriptions.

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

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

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

J. Leave of Absence with Pay.

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

K. Jury Duty.

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

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

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

To receive administrative leave for jury duty an employee must:

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

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

An employee requested or subpoenaed to appear before a court as a witness for the People is entitled to administrative leave (time off with full pay) provided that the employee certifies in writing the period of time of such appearance and for which such administrative leave is requested. Employees must reimburse the Department for any

witness fees received, up to the amount of their salary, and for any travel expenses allowed by the court. Employees will be reimbursed for any travel expenses in accordance with State Standardized Travel Regulations.

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

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

In the event the accounting procedures utilized to process employee reimbursement of jury duty pay when the employee elects to receive administrative leave in lieu of jury duty pay are amended for non-exclusively represented employees, the parties agree to meet to review such changes and may, by mutual agreement of the parties, amend these procedures.

L. Meals Without Charge.

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

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

M. Temporary Alternative Duty Assignment.

The parties agree that the issue of temporary alternative duty assignment due to temporary disability is one aspect of an effective disability management program. It is expected that policy guidelines in this area will be discussed and developed through the Labor-Management Policy Council. The parties agree to work cooperatively to effectively implement such policy.

ARTICLE 36

COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY

A. General Emergency.

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

B. Administrative Determination.

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

C. Compensation in Situation of Closure.

When a State facility is closed by the Governor or his/her designated representative, affected employees shall be authorized administrative leave not to exceed the period of closure to cover their normally scheduled hours of work, unless such employees can be temporarily reassigned to another facility or are able to perform appropriate job responsibilities away from the facility. Individual employees of facilities ordered closed may be required to work to perform essential services during the period of closure. When such is the case, these employees shall be compensated in the manner prescribed for employees who work under conditions of declared inaccessibility.

D. Compensation in Situation of Inaccessibility.

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

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

E. Additional Timekeeping Procedures.

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

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

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

ARTICLE 37
MOVING EXPENSES

A. Persons Covered.

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

B. 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.

1. **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, tool sheds, motor cycles, 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.
2. **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.
3. **Insurance:** The carrier will provide insurance against damage up to $.60 per pound for the total weight of the shipment. The State will reimburse the employee for insurance costs not to exceed an additional $.65 per pound of the total weight of the shipment.

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

   a. Appliance service;

   b. Piano or organ handling charges;

   c. Flight, elevator or distance carry charges;

d. Extra labor charges required to handle heavy items, i.e., pianos, organs, freezers, pool tables, etc.

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

extra labor required to expedite a shipment at the request of the employee must be paid by the employee.

C. Mobile Homes.

The State will pay the reasonable actual cost for moving a mobile home if it is the employee's domicile, plus a maximum $1,000 allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the trailer, removal or replacement of skirting and utility connections will be paid by the State when accompanied by receipts. "Actual Moving Cost" includes only the transportation cost, escort service when required by a governmental unit, special lighting permits, tolls or surcharges. "Actual Moving Cost" does not include the moving of oil tanks, out buildings, swing sets, etc. that cannot be dismantled and secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by negligence of the carrier, and to contents up to a value of $1,000. Additional excess valuation and/or hazard insurance may be purchased from the carrier at the expense of the employee.

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

D. Storage of Household Goods.

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

E. Temporary Travel Expense.

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

F. To Secure Housing.

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

ARTICLE 38

MOBILITY - CAREER ADVANCEMENT

In the event a new degree or advanced educational requirement or sub-class code is added as a required classification specification, the employing Department shall recommend that all employees in the classification shall be grand- parented in to the classification without prejudice.

In the event of a new physical fitness/agility test is added as a condition of employment, the employing department shall recommend to grandparent all affected employees and enter into negotiations regarding any adverse impact on bargaining unit members. In the Department of Natural Resources, Conservation Officers hired prior to October 1, 1999 shall be grandparented status.

Employees who separate from the State service or transfer out of the affected classification shall not be eligible for re-employment in the class unless they meet all applicable classification specifications.

ARTICLE 39

PAID ANNUAL LEAVE

A. Initial Leave.

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

B. Allowance.

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

ANNUAL LEAVE TABLE

Service Credit Annual Leave

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

C. Additional Allowance.

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

ADDITIONAL ALLOWANCE TABLE

Service Credit Annual Leave

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

Solely for the purpose of additional annual leave and longevity compensation, an employee shall be allowed State service credit for: employment in any non-elective

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

D. Crediting.

Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. When paid service does not total eighty (80) hours in a biweekly work period, the employee shall be credited with a pro-rated amount of leave for that work period based on the number of hours in pay status divided by eighty (80) hours multiplied by the applicable accrual rate. Annual leave shall be authorized, credited or accumulated in excess of the allowable cap, FOR an employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with full back benefits by an Arbitrator under Article 8, shall be permitted annual leave accumulation in excess of the allowable cap. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or receive a gross pay adjustment at the discretion of the employee. If the employee separates from employment for any reason during that one (1) year grace period, no more than the allowable cap of unused annual leave shall be paid off.

E. Transfer and Payoff.

Employees who voluntarily transfer from one State Department to another shall be paid off at their current rate of pay for their unused annual leave. However, the employee may elect, in writing, to transfer all accumulated annual leave.

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

F. Annual Leave Cap.

The cap on annual leave accumulation shall be 316 hours in accordance with the schedule below. No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating retirement benefits.

ANNUAL LEAVE ACCUMULATION SCHEDULE

Years Accrual Accumulation Cap Payoff Cap
1 - 5 4.7 296 256
5 - 10 5.3 311 271
10 - 15 5.9 326 286
15 - 20 6.5 341 301
20 - 25 7.1 346 306
25 - 30 7.7 356 316
30 - 35 8.4 356 316
etc.

G. Utilization.

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

H. Banked Leave Time.

Accumulated Banked Leave Time (BLT) may be used by an employee in the same manner as regular annual leave.

Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as part a hours. Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

The employee must exhaust all BLT hours prior to being considered for any annual leave donation.

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

I. Scheduling.

Consistent with the operational needs of the Employer, annual leave may be granted at such times during the year as requested by the employee. Annual leave will only be authorized up to the maximum

amount of annual leave credits in an employee's account prior to the initial date of the annual leave. Employees may not take annual leave without the Employer's prior approval. Barring an annual leave request for a special or an unusual travel plan, annual leave may be limited to two (2) calendar weeks in order to accommodate as many annual leave requests for the same period or season or to comply with the operational needs of the Employer. Any holiday recognized in this

Agreement which occurs during a requested annual leave period will not be charged as annual leave time. Formal systems of scheduling vacations and the duration of such vacations will, upon request, be negotiated at the secondary level.

J. Conversion to Sick Leave.

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

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

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

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

K. Annual Leave Buy Back.

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

L. Annual Leave Freeze.

An employee separated by reason of layoff may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance or until the employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's last rate of pay.

An employee may elect to freeze annual leave up to the accrued balance during a leave of absence by providing written notice of such intent to the Employer at the commencement of the leave of absence. 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 prior to the leave.

M. Voluntary Donation of Annual Leave.

1. Right to Receive Annual Leave Donations.

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

a. The receiving employee has successfully completed his/her initial probationary period and faces loss of pay/lost time due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child or parent.
b. The receiving employee will exhaust all leave credits.
c. The receiving employee's absence has been approved.
d. An employee may receive a maximum of thirty (30) work days by direct transfer of annual leave from MSEA employees.

2. The Right to Donate Annual Leave Hours.

a. Annual leave donations must be for a minimum of four (4) hours and a maximum of forty (40) hours and donations shall be in whole hour increments.

b. Employee donations are irrevocable.

ARTICLE 40
PAID SICK LEAVE

A. Allowance.

Every permanent employee covered by this Agreement shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service or to a prorated amount if paid service is less than eighty (80) hours in the pay period. The pro-rated amount shall be based on the number of hours in pay status divided by eighty (80) multiplied by four (4) hours. 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.

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 or 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.

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

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, grandparents or foster parents, parents-in-law, brothers, sisters, 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.

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

C. Disability Payment.

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

D. Accumulation and Payoff.

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

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

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

Upon separation from the State classified service for any reason other than retirement or death, the employee shall be paid for a percentage of unused accumulated sick leave in accordance with the following

table of values. Payment shall be made at the employee's final regular rate of pay by the Agency from which the employee separates:

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

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

E. Proof.

All sick leave used shall be certified by the employee and by such other evidence as the Employer may require. When the Employer has reasonable grounds for doing so, the Employer may require an employee to provide acceptable verification. The Employer will advise the employee of the need for medical verification prior to the employee returning to work. Falsification of such evidence may be cause for disciplinary action up to and including dismissal. The Employer may require that an employee present medical certification of physical or mental fitness to continue working.

F. Return to Service.

Previous unused sick leave allowance shall be placed to the credit of a laid off employee upon return to permanent employment. A separated employee who received

payment for unused accumulated sick leave under this Article and who returns to service shall not be credited with any previously earned sick leave.

G. Transfer.

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

H. Sick Leave for Health Screening.

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

I. Bereavement Leave.

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of a member of the immediate family. Such time shall be covered by accrued sick leave and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of five (5) days leave, if requested.

ARTICLE 41
SALARY SCHEDULE AND RELATED MATTERS

A. Computation of Salaries.

It is mutually agreed that the compensation schedule in effect October 1, 2004, will be the compensation schedule used in determining rates of pay for Bargaining Unit employees covered by this Agreement.

B. Pay Periods.

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

C. Pay Days.

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

Imprest Cash vouchers will be used whenever possible to correct serious errors. The Employer upon determination that an overpayment has been made, will immediately in writing notify the employee. Employees are obligated immediately to notify the Employer in writing of any under or overpayment. The employee shall be required to repay any and all overpayments received resulting from clerical error or misrepresentation by the employee. Overpayment liability will be limited to any compensation earned after

the date the employee is notified of the overpayment notice in those instances where the overpayment resulted from a violation or misinterpretation of Civil Service Rules by the Employer or Civil Service Commission and the employee performed in good faith the duties and responsibilities. In the case of Employer overpayments not immediately noticed by either the employee or Employer that would create hardship on the employee if immediate full reimbursement were required, a payment schedule may be mutually arranged.

D. Authorized Payroll Deductions.

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

Dental Insurance
Union Dues/Fees
Life Insurance
Deferred Compensation
U.S. Bonds
Mandatory Child Support deductions (when ordered by a court)
Income Protection Insurance

Credit Union
Time purchase for retirement (in accordance with current practice)
Vision Care Insurance
Medical Hospitalization Insurance
Parking fees (state operated parking lots)
Flexible Spending Accounts

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

Except as provided in Article 6, Section D, deductions will be made only upon receipt of a properly authorized deduction form and in accordance with the priorities established in Article 6, Section A. Deductions will commence as soon after receipt of an authorization as possible. Present administrative convenience and practice will prevail. The Employer agrees to effect deductions listed in this Section without administrative cost to the employee or MSEA. Once commenced a deduction authorized by the employee shall continue until the appropriate written stop order is received.

E. Michigan Educational Trust

Parties recognize that the state may offer state employees the opportunity for payroll deduction in conjunction with individual employee's participation in the Michigan Educational Trust (M.E.T.) program. In the event the state initiates a payroll deduction opportunity for M.E.T. participants, members of the bargaining unit who are M.E.T. participants will be offered the opportunity to individually initiate enrollment in such state program.

It is understood that initiation and continuation of the M.E.T. Payroll Deduction Program is subject to the provisions of applicable statutes and regulations, and will be administered in accordance with such laws and regulations. Should the state determine to alter, amend, or terminate such M.E.T. Payroll Deduction Program, the state will provide the union advance notice and, upon union request, meet to review and discuss the reasons for such actions prior to their implementation.

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

ARTICLE 42
INCORPORATION OF APPENDICES

The parties agree that the appendices attached hereto are incorporated for reference only, unless otherwise noted in this agreement.

ARTICLE 43
COMPENSATION

A. Wages.

a. **Fiscal Year 2005-2006**: On October 1, 2005, each hourly rate shall be increased by 1% (one percent); beginning the first full pay period in April 2006, each hourly rate shall be increased by 1% (one percent).

b. **Fiscal Year 2006-2007:** On October 1, 2006, each hourly rate shall be increased by 2% (two percent); beginning the first full pay period in April 2007, each hourly rate shall be increased by 2% (two percent).

c. **Fiscal Year 2007-2008:** On October 1, 2007, each hourly rate shall be increased by 2% (two percent); beginning the first full pay period in April 2008, each hourly rate shall be increased by 2% (two percent).

B. Heights and Tunnels Premium.

1. **Criteria.** Employees who are required to work on high structures in excess of forty (40) feet, requiring the use of scaffolding or safety harnesses, will receive an additional $1.00 per hour for each hour worked, with a minimum of four (4) hours hazard pay per day.
   Employees who are required to work in pressurized tunnels (new construction or reconstruction) shall receive an additional $1.00 per hour for each hour worked, with minimum of four (4) hours hazard pay per day.
2. **Limitations.** Work performed from safety buckets (aerial equipment) is not considered high structure work.
   Work in caissons is not considered tunnel work.
3. The parties agree to establish a Committee of six (6) representatives from each side to review this area including performing duties in hazardous traffic areas and other hazardous work conditions. The Committee shall meet at least quarterly for the purpose of working to eliminate hazardous working conditions.

C. Cafeteria Benefits Plan.

The Cafeteria Benefits Plan, as described in the Letter of Understanding between the parties entitled "Cafeteria Benefits Plan" will be continued.

D. The State Health Plan.

1. The Employer shall maintain the existing group basic and major medical health insurance coverages except as amended herein. The Employer shall pay 95% of the premium cost of the Plan.

   Employees hired on or after January 1, 2002 who are appointed to a position with a regular work schedule consisting of 40 hours or less per biweekly pay period shall pay fifty percent (50%) of the premium for health, dental and vision insurance. This shall not apply to an employee appointed to a permanent-intermittent position. Eligibility for enrollment shall be in accordance with current contractual provisions.
   Employees who have a regular work schedule of 40 hours or less per biweekly pay period who are temporarily placed on a regular work schedule of more than 40 hours per biweekly pay period for a period expected to last six months or more, shall be considered as working a regular work schedule of more than 40 hours for the period of the temporary schedule adjustment.
2. Effective January 1, 2003, the existing basic and major medical plan (State Health Plan Advantage) shall be replaced with the PPO plan which shall be known as the "State Health Plan". The State Health Plan in and out of network benefits and applicable deductibles and copayments are outlined in Appendix M.
3. Subrogation. In the event that a participant receives services that are paid by the State Health Plan

   (SHP), or is eligible to receive future services under the SHP, the SHP shall be subrogated to the

participant's rights of recovery against, and is entitled to receive all sums recovered from, any third party who is or may be liable to the participant, whether by suit, settlement, or otherwise, to the extent of recovery for health related expenses. A participant shall take such action, furnish such information and assistance, and execute such documents as the SHP may request to facilitate enforcement of the rights of the SHP and shall take no action prejudicing the rights and interests of the SHP.

4. Disease Management Program. The Coordinated Care Management Program will be integrated into a Comprehensive Disease Management Program currently known as Blue Health Connection as a covered benefit on a voluntary basis.
5. The parties agree to continue the Labor - Management Committee established to review the procedures, communication materials which will be provided to employees, and benefit booklets prior to their distribution. The Committee shall have the responsibility of reviewing and monitoring the progress of the actual implementation of the procedures, however, any changes in the specific provisions as described herein shall be subject to negotiations. Each exclusively recognized employee organization shall be entitled to designate one (1) representative to participate in the Labor-Management Committee. The management representatives to the Committee shall be selected by the Employer. A joint labor-management committee will also meet to discuss group insurance premiums for employees working less than full-time. Any proposed agreement shall be subject to review and approval, rejection, or modification by the Civil Service Commission.

6. Pre-Certification of Hospital Admission and Length of Stay. The pre-certification for admission and length of stay component requires that the attending physician submit to the third party administrator the diagnosis, plan of treatment and expected duration of admission. If the admission is not an emergency, the submission must be made by the attending physician and the review and approval granted by the third party administrator prior to admitting the covered individual into the acute care facility. If the admission occurs as an emergency, the attending physician is required to notify the administrator by telephone with the same information on the next regular working day after the admission occurs. If the admission is for a maternity delivery, advance approval for admission will not be required; however, the admitting physician must notify the third party administrator before the expected admission date to obtain the length-of-stay approval.
7. Second Surgical Opinion. Effective January 1, 2003 an individual covered under the State Health Plan will be entitled to a second surgical opinion. If that opinion conflicts with the first opinion the individual will be entitled to a voluntary third surgical opinion. Second and third surgical opinions shall be subject to a $10 office call fee or covered at 90% after the deductible if obtained out-of-network.
8. Home Health Care. A program of home health care and home care services to reduce the length of hospital stay and admissions shall also be available at the employee's option. This component shall require that the attending physician contact the third party administrator to authorize home health care service in lieu of a hospital admission or a continuation of a hospital confinement.
   a. The attending physician must certify that the proper treatment of the disease or injury would require continued confinement as a resident inpatient in a hospital in the absence of the services and supplies provided as part of the home health care plan. If appropriate, certification will be granted for an estimated number of visits within a specified period of time. The types of services that shall be covered under this component will include part-time or intermittent nursing care by a registered nurse or licensed practical nurse if an R.N. was not available; part-time or intermittent home health aid services; physical, occupational and speech therapy; medical supplies, drugs and medicines prescribed by a physician, and

laboratory services provided by or on behalf of a hospital, but only to the extent that they would have been covered if the individual had remained or been confined in the hospital.

b. Home health care shall be available to employees at their option in lieu of hospital confinement. To receive home health care services, a patient shall not be required to be homebound. Home infusion therapy shall be covered as part of the home health care benefit or covered by its separate components (e.g. durable medical equipment and prescription drugs).

9. Alternative Delivery Systems. Coverage shall also be available for hospice care and birthing center care to employees and enrolled family members. Bills for birthing centers shall be paid in the same manner as under the current Plan. To be eligible for the hospice care benefit, the covered individual must be diagnosed as terminally ill by the attending physician and/or Hospice Medical Director with a medical prognosis of six months or less life expectancy. Covered hospice benefits include physical, occupational, and speech language therapy; Home Health Aid services; medical supplies; and nursing care. Covered Hospice Benefits are not subject to the individual deductible or any co-payment and will be paid only for services rendered by federally certified or State licensed hospices. Both hospice care and birthing center care shall be available to employees at their option in lieu of hospital confinement. Birthing Center Care is covered under the Delivery and Nursing Care Benefits set forth in Appendix M.

10. Wellness and Preventive Coverage. Wellness and Preventive Coverage in accordance with the State Health Plan as outlined in Appendix M will be subject to maximum plan payment of $1,500 per individual for in-network services. There shall be no coverage for preventive services received out-of-network.

11. Hearing Care Program. The State Health Plan will include audiometric exams, hearing and evaluation tests, single, bilateral or binaural hearing aids and fitting subject to a $10 office call fee for the examination and shall be available one every 24 months unless hearing capacity changes to the degree determined upon advice by the State Health Plans' Medical Policy Team and audiology professionals.

12. Out-Patient Psychiatric and Substance Abuse Service. Benefits for in-patient and out-patient mental health care and substance abuse services shall be as outlined in Appendix M.

    The parties agree to establish a joint Labor Management Committee to review and monitor the mental health/substance abuse PPO. The committee will review cases brought to the committee's attention where benefits are being denied and will, after consultation with a mutually agreed upon medical advisor, provide a recommendation to the state which will be transmitted to the third party administrator for action. The identity of the patient will not be disclosed during any such review. Confidentiality within the committee will be maintained.

13. The current Prescription Drug Plan shall be maintained except as amended herein. There shall be an employee co-pay of $7.00 for generic drugs. The employee co-pay for brand name drugs shall be $15.00. The employee co-pay for non-preferred brand name drugs will be $30.00. Brand name drugs determined to be non-preferred because of the availability of a generic equivalent or a therapeutically or chemically equivalent brand name drug shall be so designated by the Pharmacy and Therapeutics Committee comprised of independent physicians across various specialties. The State of Michigan shall

have no decision-making authority in such determination. Participants filling prescriptions for maintenance drugs at the retail level will be provided with information on the mail order program. Prescriptions filled at a participating retail pharmacy will be approved up to a maximum of a 34-day supply.

a. Generic Drugs. The Plan shall also provide that unless otherwise specified by the prescribing physician, the pharmacy will be required to dispense a generic drug whenever a generic substitution is available.

b. Mail Order Prescription Drugs. The Employer shall continue the current mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. The employee shall have a $7.00 co-pay per prescription for generic drugs and a $15.00 per prescription co-pay for brand name drugs, and the co-pay for non-preferred brand name drugs will be $30.00.

14. Deductibles and Out of Pocket Maximums.
Effective January 1, 2003, the individual deductible under the State Health Plan shall be $200.00 per calendar year and $400.00 per calendar year for family for in-network services and $500.00 per calendar year per individual and $1,000.00 per family per calendar year for out-of-network services. The maximum out of pocket costs per calendar year shall be $1,000.00 per individual and $2,000.00 per family for in-network services and $2,000.00 per individual and $4,000.00 per family for out-of-network services. The deductible does not apply toward the maximum out-of-pocket cost.

15. Health Maintenance Organization (HMO).
a. As an alternative to the State Health Plan, enrollment in HMO's is offered to those employees residing in areas where qualified licensed HMO's are in operation.
b. Federal statute regulates employee participation in HMO's and Employer contributions toward the cost thereof. In the event that the statute or its implementing regulations are changed, the parties agree to meet to discuss implementing any revised statute/ regulation and the impact caused thereby.
c. Fees and services for health screening to assist in early diagnosis of disease are included in the services provided under the basic health care benefits of HMO's.
d. The benefit levels for each HMO as outlined in the annual open enrollment booklet shall remain in effect throughout that benefit year. No HMO offered to bargaining unit members may reduce benefits. Benefits not included in HMO's, but added in the State Health Plan shall automatically be incorporated

into the HMO benefits on the same effective date. Any other alteration of HMO benefits shall be by mutual agreement of the Employer and the Union.
The parties agree to meet annually through the Labor-Management Health Care Committee to discuss HMO costs and make recommendations for changes in order to keep HMOs affordable.

16. Leave of Absence - Premium Payment. Employees who are granted a leave of absence may elect to continue enrollment in the State Health Plan at the time the leave of absence begins. Such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount of the premium (Employer and employee share).
17. Layoff - Premium Payment. Employees who are laid off, may at the time of layoff, elect to continue enrollment in the State Health Plan by paying the full amount of the premium (Employer and employee share). Such enrollment may continue until the employee is recalled or for a period of three (3) years, whichever occurs first. In accordance with Section J of this Article, the Employer shall pay the Employer's share of such premiums for the first two (2) pay periods for employees selecting this option.
18. Enrolled Dependent Coverage Upon Death of Employee. State Health Plan coverage for enrolled dependents will cease the 30th day after a Unit member's death unless, the covered Unit member is eligible for an immediate pension benefit from the State Employee's Retirement System.
19. Medically necessary orthopedic inserts for shoes, prescribed by a licensed physician are covered under the State Health Plan. This benefit is included under the Durable Medical Equipment Benefit in Appendix M.
20. The storage cost for self-donated blood in preparation for scheduled surgery will be covered by the State Health Plan subject to the individual deductible.
21. Employees meeting "morbid obesity" criteria will be covered by a $300 lifetime weight loss clinic attendance benefit covering those expenses not otherwise generally covered by the State Health Plan. "Morbid obesity" is defined as more than 50% or 100 pounds over ideal body weight or 25% over ideal body weight with certain medical conditions (such as diabetes, heart disease, respiratory disease, etc.).

22. Smoking Cessation Program. The Employer shall provide or Department will reimburse the total cost for, any program that an employee attends which has the objective of ending an individual's dependence upon and/or addiction to the use of tobacco products. Employees shall be reimbursed

for the full cost, not to exceed $50, of such program upon presenting evidence of completion of the program. However, employees shall not be entitled to be reimbursed if such

program is covered by the employee's health plan or HMO. Smoking cessation products such as Zyban and Nicotrol Nasal Spray but not limited to, shall be included under the prescription drug benefit.

23. Laser Eye Surgery. shall be a covered benefit allowable once in a lifetime with a $755.00 coverage limit.
24. PPO's and Other Managed Health Care Approaches. The parties agree to continue exploring, through the Joint Labor Management Health Care Committee managed health care preferred provider systems, structural changes in the group insurance plans, and related matters as mutually agreed by the parties for the purpose of implementing cost containment measures in the state health and other group insurance plans on a time table to be determined by the parties. While the Committee may have participants who represent other unions, the benefits provided to members of these bargaining units will be those upon which MSEA and the Employer have jointly agreed.

25. Reimbursement. The reimbursement for in-network and out-of-network chiropractic spinal manipulation, durable medical equipment, prosthetic and orthotic appliances, private duty nursing and acupuncture therapy shall be as specified in Appendix M.

In-network office visits and office consultations will be subject to a $10.00 co-pay and will not be subject to the deductible. Out-of-network office visits and office consultations shall be covered at 90% after the deductible is met.

26. In and Out-of Network Process. In and out-of-network access is described in the Letter of Understanding and the attached rules for network use (See Appendix M).

E. Group Dental Expense Plan.

1. The Employer shall pay 95% of the applicable premium for employees enrolled in the Group Dental Expense Plan except as provided in D(1) above for less than full-time employees.
2. Benefits payable under the Dental Expense Plan will be as follows:
   a. 90% of actual fee or usual, customary and reasonable fee, whichever is lower, for restorative, endodontic, and periodontic services (x-rays, fillings, root canals, inlays, crowns, etc.).
   b. There shall be a yearly maximum benefit of $1,000 per person exclusive of orthodontics. Effective October 1, 2002, the annual maximum benefit shall be $1,250 per person. Effective October 1, 2003, the annual maximum benefit shall be $1,500 per person. There shall be a separate $1,500 lifetime maximum benefit for orthodontics.

3. Covered Dental Expenses: The Dental Expense Plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the Dental Expense Plan up to the annual maximum benefit provided in Section E.2.b. for each covered person in each twelve (12) month period beginning October 1.
4. There is a separate $1,500 lifetime maximum benefit for orthodontics.
5. The following services will be paid at the 100% benefit level:

Diagnostic Services:

Oral examinations and consultations twice in a fiscal year.

Preventive Services:

Prophylaxis - teeth cleaning three (3) times in a fiscal year;
Topical application of fluoride for children up to age 19, twice in a fiscal year;
Space maintainers for children up to age 14.
Oral exfoliative cytology (Bruch biopsy) will be covered when warranted from a visual and tactile examination.

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

Radiographs:

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

Restorative Services:

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

Oral Surgery:

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

Endodontic Services:

Root canal therapy;
Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth;
Periapical services to treat the root of the tooth.

Periodontic Services:

Periodontal surgery to remove diseased gum tissue surrounding the tooth;

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

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

Prosthodontic Services:

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

Dental Sealants:

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

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

Orthodontic Services:

- o Minor treatment for tooth guidance;
- o Minor treatment to control harmful habits;
- o Interceptive orthodontic treatment;
- o Comprehensive orthodontic treatment;
- o Treatment of an atypical or extended skeletal case;
- o Post-treatment stabilization;
- o Separate lifetime maximum of $1,500 per each enrollee;
- o Orthodontic services for dependents up to age 19; for enrolled employee and spouse, no maximum age. Orthodontic coverage shall be extended to each dependent up to age 25 if the dependent is a full-time student at an accredited institution.

9. The benefit descriptions outlined in this Section are illustrative and not exhaustive.

10. Dental at Point of Service PPO. Employees and dependents enrolled in the group Dental Plan may access the improved benefit levels specified below by utilizing dental care providers that are members of the Point of Service PPO.

Current Enhanced
Benefit Coverage Coverage

Exams 100% 100%
Preventive 100% 100%
Radiographs 90% 100%
Fillings 90% 100%
Endodontics 90% 100%
Periodontics 90% 100%
Simple Extractions 90% 100%
Complex Extractions 90% 100%
Prosthodontic Repairs 50% 100%
Other Oral Surgery 90% 90%
Adjunctive 90% 90%
Crowns 90% 90%
Fixed Bridgework 50% 70%
Partial Dentures 50% 70%
Full Dentures 50% 70%
Sealants 50% 70%
Orthodontics 60% 75%
Annual Maximum $1,500 $1,500
Lifetime Orthodontics $1,500 $1,500

F. Vision Care Insurance.

1. The Employer shall pay 100% of the applicable premium for employees enrolled in the Group Vision Plan except as provided in Section D(1) above for less than full-time employees.
2. Participating Providers: Benefits payable for participating providers under the Plan will be as follows:
   a. Examination: Payable once in any twelve (12) month period with an employee co-payment of $5.00.
   b. Lenses and Frames: Payable once in any twenty-four (24) month period or in any twelve (12) month period where required by a change in prescription with an employee co-payment of $7.50 for eyeglass lens up to 71 mm and frames and $7.50 for medically necessary contact lenses. The Plan will pay up to $25.00 wholesale cost allowance for frames, plus the dispensing fee.
   c. Contact Lenses not Medically Necessary: The Plan will pay a maximum of $90.00 and the employee shall pay any additional charge of the provider for such lenses. The co-payment provision under F-2-b. is not required.

      Medically necessary means (a) the member's visual acuity cannot otherwise be corrected to 20/70 in the better eye or (b) the member has one of the following visual conditions: keratoconus, irregular astigmatism, or irregular corneal curvature.
3. Non-Participating Providers: Plan payments for non-participating providers:
   a. For Vision Testing Examinations: The Plan will pay 75% of the reasonable and customary charge after it has been reduced by the member's co-payment of $5.00.
   b. For Eyeglass Lenses: The Plan will pay the provider's charges or the amount set forth below, whichever is less:

Regular Lenses:
- o Single Vision $13.00/Pair
- o Bifocal .....…….... $20.00/Pair
- o Trifocal .....…….... $24.00/Pair

Contact Lenses:
- o Medically necessary as defined in Subsection F-2-c above... $96.00/Pair
- o Not medically necessary..... $40.00/Pair

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.

Additional Charges for Plastic Lenses:..... $3.00/Pair
Plus benefit provided above for covered lenses.
Additional Charges for Tints Equal to Rose Tints:..... $3.00/Pair

Additional charges for Prism Lenses:..... $2.00/Pair

When only one lens is required, the Plan will pay one-half (½) of the applicable amount per pair shown above.

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

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

G. Long Term Disability Insurance.

1. The Employer shall continue the current long term disability (LTD) insurance plan coverage except as provided in G(5) below.
2. Part-time and permanent-intermittent (P.I.) employees who work 40% or more of full-time will be eligible for LTD benefits.
   Premiums for eligible less-than-full-time employees shall be determined in accordance with the current LTD premium schedule for full-time employees. The benefit level for employees who actually utilize the LTD benefit shall be based on the employee's average biweekly hours worked the preceding fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the employee's current hourly rate (the hourly rate in effect at the time the employee actually goes on disability leave).
3. The cost of premiums of such Plan shall be shared by the Employer and the employee in accordance with current practice.
4. The Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums while such employee is on LTD insurance for a maximum of six (6) months for each covered employee. The Employer agrees to pay the cost of such rider. If not prohibited by the IRS, an employee whose LTD Rider has expired may transfer immediately to a state-employee spouse's health plan.
5. The eligibility period for plan ii claimants who remain totally disabled shall be reduced from age 70 to age 65, or for a period of twelve months, whichever is greater.
6. The benefit period for "mental/nervous" claims shall be limited to 24-months from the beginning of the time a claimant is eligible to receive benefits. This limitation does not apply to mental health claims where the claimant is under in-patient care.
7. The waiting period for receipt of ltd benefits shall be 14 calendar days or the exhaustion of sick leave credits.

H. Life Insurance.

1. The Employer shall provide a state-sponsored group life insurance plan which has a death benefit equal to 2.0 times annual salary rounded up to the nearest $1,000, with a minimum $10,000 benefit. The Employer shall pay 100% of the premium for this benefit. Less than full time employees who are eligible for enrollment in the Plan in accordance with Appendix C of the Master Agreement shall have their benefit level determined as if they were working full-time in a full-time position.
2. The age ceiling of 23 years for dependent coverage available under the optional life insurance plan shall not apply to handicapped dependants. Such additional coverage shall be provided at the current premium cost to the employee. A dependant is considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical handicap, and depends chiefly on the employee for support and maintenance.
3. Dependant Coverage:
   a. Employee pays 100% of premium for optional dependant coverage.
   b. Employee may choose between four levels of dependant coverage:
      - o Level One insures spouse for $1,500 and children from age 15 days to 23 years for $1,000.
      - o Level Two insures spouse for $5,000 and children from age 15 days to 23 years for $2,500.

- o Level Three insures spouse for $10,000 and children from age 15 days to 23 years for $5,000.
- o Level Four insures spouse for $25,000 and children from age 15 days to 23 years for $10,000, or, in the alternative, the employee may elect to insure children only for $10,000.

I. Accidental Death Insurance.
The State shall provide a State-sponsored Accidental Death Insurance Plan which has a benefit of $150,000 in case of an employee's accidental death in line of duty.
J. Payment of Insurance Premiums Upon Layoff.
Employees laid off as a result of a reduction in force may elect to prepay their share of premiums for medical, dental, vision, and life insurance for two (2) additional pay periods after layoff by having such premiums deducted from their last pay check. The Employer shall pay the Employer's share of premiums for medical, dental, vision, and life insurance for two (2) pay periods for employees selecting this option. Coverage for medical, dental, vision, and life insurance shall thereafter continue for these two (2) pay periods. Election of this option shall not affect the laid off employee's eligibility for health and life insurance coverage for up to three (3) years subsequent to layoff by directly paying the entire premium, as per current practice.
K. Group Insurance Enrollment Upon Limited Term Recall.
All employees covered by this Agreement who accept limited term recall into positions in these Bargaining Units are eligible for enrollment in all group insurance plans in which they were enrolled at the time of layoff. Coverages in such plans shall be the same as the coverage at the time of layoff. Eligibility for other benefits shall be in accordance with Appendix C of the Master Agreement. Such employees shall not be considered as temporary (less than 720 hours) employees.

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

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

Bargaining Units Skill Levels

Position Comparison System 1 - 12
Labor and Trades 5 - 11
Safety and Regulatory 6-13

2. Shift premium shall be paid to eligible employees for each shift where fifty percent (50%) or more of their regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 a.m.
3. Shift premium shall be included as part of the regular rate for computation of the premium for overtime hours worked by eligible employees working regularly scheduled afternoon and night shifts.
4. Shift premium shall not be paid for holidays or leave time used.

5. The value of shift premium shall not be included in determining the value of fringe benefits which are based on pay rate; all fringe benefits will be based on the straight time pay rates.
6. Work requiring reassignment of employees from day shifts to afternoon or night shifts shall be paid shift premium as in the case of regularly assigned afternoon and night shifts.
7. When an employee takes the place of an absent worker the employee must be paid shift differential in addition to overtime unless both employees are not eligible for shift differential.

N. Hazard Pay.

1. Classes responsible for custody and supervision of inmates in addition to regular duties (formerly designated "P" rate classes) shall receive $.40 per hour above regular rates.
2. Eligibility for "P" rate shall be as follows:
   a. Is responsible on a regular and recurring basis for the custody or supervision of residents under the jurisdiction of the Department of Corrections, Bureau of Correctional Facilities;
   b. Is assigned to a position within the security perimeter of an institution within the Bureau of Correctional facilities;
   c. Is assigned to a work station within a Department of Corrections, Bureau of Correctional Facilities institution which involves regular and recurring contact (25% or more of work time) with the Department of Corrections residents. Any disputes arising under this paragraph shall be resolved by the Michigan State Employees Association and the Office of State Employer;
   d. Works in a "covered position" within the meaning of "P.A. 351 of 1988, as may be amended;
   e. Is assigned to replace an employee receiving hazard pay within a security perimeter for the period of such replacement, provided s/he replaces the employee for a minimum of a seven (7) hour work day and any consecutive scheduled work. The Employer agrees that it shall not reassign employees for the purpose of avoiding the payment of hazard pay under this sub-paragraph.
3. Positions in departments other than Department of Corrections must supervise residents assigned from Department of Corrections, Bureau of Correctional facilities.
4. Incidental contact such as passing by a resident porter does not qualify a position for hazard pay.
5. In addition, those positions eligible for "P" rate which are:
   a. Assigned to close, maximum and administrative segregation work units within the security perimeter of a Department of Corrections, Bureau of Correctional Facilities institution which is designated by the Michigan Corrections Commission as having 1) a close, maximum or administrative segregation overall rating, or 2) a close or medium overall rating which would contain an administrative segregation unit; and
   b. Occupied by a Bargaining Unit employee having two (2) years (4,176 hours) or more of continuous service in the Bargaining Unit; shall receive an additional ten cents ($.10) per hour [for a total of fifty cents ($.50) per hour].

O. Personal Leave Days.

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

When an employee has submitted a written request to utilize a personal leave day at least ninety-six hours prior to the beginning of the pay period and when such request has been denied, the employee may present a grievance to the Step One Representative with a request to expedite the grievance. If not expedited to the satisfaction of the Union, the Union may verbally contact the Step Two Representative, explain the situation, and request an expedited answer. At each step, every effort will be made to answer the grievance prior to the date the personal leave is to be taken.

P. Longevity.

1. Eligibility

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

b. To be eligible for a full annual longevity payment after the initial payment, a career employee must have completed continuous full-time classified service equal to the service required for original eligibility, plus a minimum of one additional year (2080 hours).

c. Career employees rendering seasonal, intermittent or other part-time classified service shall, after establishing original eligibility, be entitled to subsequent annual payments on a pro rata basis for the number of hours in pay status during the longevity year.

2. Payments - Payment shall be made in accordance with the table of longevity values (See Appendix J) based on length of service as of October 1.

a. No active employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period except in the event of retirement or death.

b. Initial Payments - Employees qualify for their initial payment by completing an aggregate of five years (10,400 hours) of continuous service prior to October 1. The initial payment shall always be a full payment (no proration).

c. Annual Payments

1. Employees qualify for full annual payment by completing 2,080 hours of continuous service during the longevity year.
2. Employees who are in pay status less than 2,080 hours shall receive a pro rata annual payment based on the number of hours in pay status during the longevity year.

d. Payments to employees who become eligible on October 1 of any year shall be made on the pay date following the first full pay period in October; except that pro rata payments in case of retirement or death shall be made as soon as practicable thereafter.

e. Lost Time Considerations

1. Lost time is not creditable continuous service nor does it count in qualifying for an initial or an annual payment.
2. Employees do not earn state service credit in excess of 80 hours in a bi-weekly pay period. Paid overtime does not offset lost time, except where both occur in the same pay period.

f. Payment to Employees on Leave of Absence Without Pay and Layoff on October 1.

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

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

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

Q. Holidays.

1. The following are designated holidays:
   New Year's Day Veteran's Day
   Martin Luther King Day Thanksgiving Day
   President's Day Thanksgiving Friday
   Memorial Day Christmas Eve Day
   Independence Day Christmas Day
   Labor Day New Year's Eve Day
   General Election Day (In Even Numbered Years)
2. Eligibility and compensation for holidays shall continue in accordance with current practice. See Appendix C.
3. At the discretion of the Appointing Authority and with the approval of their immediate supervisor, employees may elect to work Veteran's Day and take an alternate day off in the same pay period in which the holiday occurs. In the event

such approval is denied, employees shall not have the right to file grievances related thereto.

R. Severance Pay.

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

1. Definitions.
   a. Layoff - For purposes of this Section, layoff is defined as the termination of active State employment solely as a direct result of a reduction in force. Other separations from active State employment such as leaves of absence, resignation, suspension or dismissal shall not be considered a layoff under the terms of this Section.
   b. Week's Pay - Week's pay is defined as an employee's gross pay for forty (40) hours of work at straight time excluding such things as shift differential and "P" rate at the time of layoff.
   c. Year of Service - Year of service is defined as 2088 hours recorded in the PPS Continuous Service Hours Counter (see schedule).
2. Eligibility. The provisions of this Section shall apply only to Department of Community Health agency-based employees with more than one year of service who have been laid off because of a reduction in the resident population in State institutions. Further, the following employees shall not be eligible to receive severance pay:
   a. Employees who are in less than satisfactory employment status.
   b. Employees with a temporary or limited term appointment having a definite termination date.
3. Time and Method of Payment. After an employee has been laid off for six (6) months in accordance with the provisions of this Section, he/she shall be notified by the Agency in writing that he/she has the option of remaining on the recall list(s) or of accepting a lump sum severance payment and thereby forfeiting all recall rights. The employee must notify the Agency in writing of his/her decision either to accept the severance payment or to retain recall rights. An employee who does not notify the Agency in writing of his/her decision shall be deemed to have elected to retain recall rights.

   If the employee chooses to remain on recall and rejects the payment, the employee has the option at any time within the next six (6) months of accepting the lump sum severance payment and thereby forfeiting all recall rights. An employee who reaches such decision during the second six (6) month period shall notify the Agency in writing of his/her decision.
   An employee who has been laid off for twelve (12) months shall be notified by the Agency in writing that he/she must choose either to accept the lump sum severance payment or to reject such payment. By rejecting such payment, the employee shall retain recall rights in conformance with the provisions of this Agreement and shall have no further opportunity to receive severance payment. The employee must notify the Agency in writing of his/her decision within fourteen (14) calendar days of receipt of the Agency's notification. An employee who does not notify the Agency in writing of his/her decision to accept the severance payment shall be deemed to have

permanently rejected such payment and to have retained recall rights in accordance with Article 12. If an employee elects to accept the lump sum payment, the employee's name shall be removed from all recall lists and such payment shall be made by the Agency within sixty (60) calendar days of receipt of the employee's decision.

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

   a. If the employee is deceased.

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

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

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

   If a probationary period is required and the employee does not successfully complete such required probationary period and is therefore separated, such time of employment shall be bridged for purposes of the time limits in Sub-section R-3. above.

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

   c. An employee who refuses recall to or new State employment hiring within a thirty (30) mile radius in the tri-county area of Wayne, Oakland, and Macomb or fifty (50) mile radius outstate of the Agency from which he/she was laid off. The same radius shall apply to an employee who refuses a position with any other department of the State.

   d. An employee permanently recalled to another job in State government.

5. Effect of Recall.

   a. An employee temporarily recalled for sixty (60) calendar days or less shall have such time bridged for purposes of counting the time in accordance with Sub-section R-3. above.

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

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

7. Payment. An employee who elects in writing to receive severance pay shall receive an explanation of the terms of such severance pay. The Office of the State Employer shall develop a form which explains to such employee all the conditions attendant to acceptance of severance pay.

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

   The Employer shall deduct from the amount of any severance payment any amount required to be withheld by reason of law or regulation for payment of taxes to any federal, state, county or municipal government. Eligible employees as indicated in Subsections R1-R6 above shall receive severance payment according to the following schedule:

   a. Employees who have from one (1) through five (5) years of service: One week's pay for every full completed year of service, years 1-5;

b. Employees who have more than six (6) full years of service: Two week's pay for every full completed year of service, years 6-10;

c. Employees who have more than eleven (11) full years of service: Three week's pay for every full completed year of service from year 11 on. For amounts, see following schedule.

Employees who work less than full-time (80 hours per pay period) shall be eligible in accordance with Subsections R1-R6 above, to receive a proportional severance payment in accordance with the following formula:

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

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

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

9. Effective Date. The provisions of this Section shall apply to employees in the Labor and Trades Unit in the Department of Community Health laid off on or after October 1, 1983.

SEVERANCE PAY SCHEDULE

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

EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL TIME EMPLOYEE

Average number of hours worked in previous calendar year: 1980

Full time employee hours: 2088

Proportion (or percentage) $\frac{1980}{2088}$ = 94.8%

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

S.P. = Severance Payment from schedule

The employee agrees that employees who are indefinitely laid off shall be eligible for severance payments in accordance with the provisions of this section during the life of this agreement, up to the maximum total of $2.5 million. The provisions of the sub-section will not apply to department of community health employees entitled to severance pay under this section.

S. Deferred Compensation.

Employees who are laid off from State employment and who have been enrolled in the State's Deferred Compensation Program shall be provided with a written explanation of their options regarding their contributions made to the Plan. Such written explanation shall fully outline and be only limited by governing IRS Regulation 457 and the State's IRS approved Deferred Compensation Plan.

T. Reimbursement Rates - Travel.

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

U. A Qualified 401(k) Tax-Sheltered Plan.

The qualified 401(k) Tax-Sheltered Plan currently in effect shall be continued for employees in these Bargaining Units.

V. Flexible Compensation Plan.

The Employer shall maintain the current flexible compensation plan for employees in these Bargaining Units. The Employer's share of the cost of parking in state owned lots, health, vision, and dental insurance coverage is deducted from gross pay rather than take home (after-tax) pay. This reduces the amount of state and federal taxes withheld. The gross pay before all the deductions is still used for the computation of retirement, life insurance, and long term disability benefits. The employee automatically makes the election for flexible compensation by enrolling in the health, vision, or dental plans. The premiums for long term disability (LTD) is not deducted before taxes because it would make the LTD benefits entirely taxable instead of being partially tax free as they are now. Effective 1/1/87, federal FICA taxes will also not be deducted from the amount employees pay for health, vision, and dental insurance.

Effective October 1, 1989, employees in these Bargaining Units will be eligible to participate in the State of Michigan dependent care and medical spending accounts authorized in accordance with Section 125 of the Internal Revenue Service Code.

W. Safety Shoes.

The allowance paid by the Employer for the purchase of any required safety shoes in accordance with the provisions of Article 22, Section E, shall be the actual cost of such shoes up to a maximum reimbursement of $100. In the alternative, an employee may elect to be reimbursed the actual cost of required safety shoes once in a two-year period, up to a maximum of $200.00. The applicable period shall be measured from the date of the most recent request for reimbursement.

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

X. Conservation Officer Per Diem

Conservation Officers-E and -SR-A shall receive a $3.00 per diem for emergency response. This shall be paid quarterly in January, April, July, and October. The parties may agree to a biweekly payment when administratively possible.

Y. Motor Carrier Officer Per Diem.

Effective June 13, 1986, the per diem previously paid to Motor Carrier Officer 9 and 10 was rolled into the base rate. This section is written solely to document that action.

Z. Effective Date.

This Article shall be effective on October 1, 2005, unless otherwise specified.

ARTICLE 44
PRINTING OF THE AGREEMENT

The Employer and MSEA shall jointly proof this Agreement against the tentative agreement ratified by the parties and approved by the Civil Service Commission and shall agree upon a common cover color and format prior to final printing and distribution. The Agreement may be printed by the Department of

Management and Budget Reproduction Services. The Employer shall be responsible for the cost of its own copies of this Agreement. MSEA shall be responsible for the cost of its own copies and copies to be provided to employees in the Bargaining Unit. A copy of this Agreement shall be available to be consulted by an employee upon request in the office of every supervisor of employees covered by this Agreement.

ARTICLE 45
UNION INFORMATION TO THE EMPLOYER

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

1. A list of Designated Stewards and their respective jurisdictions annually.
2. A list of the department caucus spokespersons.
3. A list of State Officers and Regional Directors.
4. MSEA Constitution.
5. Current MSEA office(s) mailing addresses and phone numbers.

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

ARTICLE 46
NO STRIKE - NO LOCKOUT

Section A. No Strike.

The Employer and MSEA recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, neither MSEA, either individually or through its members, nor any employees covered by this Agreement, will authorize, instigate, condone, or take part in any strike, work stoppage, slowdown or other concerted interruption of operations of services by employees, and employees will maintain the full and proper performance of duties in the event of a strike.

When the Employer notifies the Union by certified mail that any of the employees in these Representation Units are engaged in any such strike activity, MSEA shall immediately inform such employees that strikes are in violation of this Agreement and contrary to the Civil Service Rules and Regulations.

Section B. No Lockout.

The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, or condone, or take part in, any lockout.

EFFECT OF CIVIL SERVICE COMMISSION RULES, REGULATIONS AND COMPENSATION PLAN

The parties recognize that this Agreement is subject to the Rules and Regulations of the Civil Service Commission and the Civil Service Compensation Plan. The parties therefore adopt and incorporate herein such Rules and Regulations (except Rules governing prohibited subjects of bargaining) and the Compensation Plan provided that the subject matter of such Rules, Regulations and Compensation Plan is not covered in this Agreement.

Except as otherwise provided in the Civil Service Rules and Regulations, if the subject matter of a proper subject of bargaining is addressed in this Agreement, the provisions of this Agreement shall govern entirely.

Except as otherwise provided in the Civil Service Rules and Regulations, where any provision of this Agreement is in conflict with any current Commission Rule or Provision of the Compensation Plan regarding a proper subject of bargaining, the parties will regard Commission approval of this Agreement as an expression of policy by the Commission that the parties are to be governed by the provisions of this Agreement.

ARTICLE 48
SEVERABILITY

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

ARTICLE 49
PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES

A. Permanent-Intermittent employees shall be used only for job assignments which are characterized by periodic, irregular or cyclical scheduling. Permanent-Intermittent employees shall not be used for the purpose of eroding permanent full-time employment.

B. Permanent-Intermittent and part-time employees are entitled to all benefits in accordance with Appendix C. Seniority is accrued in accordance with Article 11, based on hours worked.

C. Permanent-Intermittent and part-time employees shall have their holiday pay calculated in accordance with current practice except where such an employee works full-time for all non-holiday hours during the pay period in which the holiday occurs, whereupon they will be entitled to full holiday credit.

D. As applicable, the scheduling, furloughing, return from furlough, layoff and recall of Permanent-Intermittent and part-time employees shall continue in accordance with current departmental practices until negotiated otherwise in secondary negotiations. To the extent permitted by Civil Service Rules and Regulations, the issue of converting permanent-intermittent employees to permanent full-time is a proper subject for secondary negotiations. Any and all other issues arising out of the employment of Permanent-Intermittent and part-time employees shall be discussed in Labor-Management Meetings.

E. Permanent-Intermittent and part-time employees who have acquired status shall have transfer rights to other Permanent-Intermittent and part-time positions in accordance with Article 13, Assignment and Transfer. Further, Permanent-Intermittent and part-time employees who have acquired status

shall have transfer rights to other permanent full-time and part-time positions in accordance with Article 13, Assignment and Transfer.

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

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

ARTICLE 50
SECONDARY NEGOTIATIONS

The parties acknowledge and agree that no secondary negotiations may take place except as specifically authorized by an Article of this Agreement. The parties agree to extend the life of secondary agreements and Letters of Understanding relative to the administration thereof until such time as new secondary agreements have been negotiated and approved by the Civil Service Commission. An extension of a secondary agreement requires the approval of the Civil Service Commission. It is understood and agreed that no provision of a secondary agreement may take precedence over any provision of this (primary) Agreement. Thus, if a conflict arises between a provision of this Agreement and a provision of a secondary agreement the provisions of this primary Agreement rather than the secondary shall prevail.

The parties shall conclude negotiations on secondary agreements no later than three months after Civil Service Commission approval of this primary Agreement. Should the parties fail to agree on items properly referred to secondary negotiations within three months after the primary agreement was approved by the Civil Service Commission, the outstanding items will be submitted to Impasse in a manner provided in the Civil Service Rules and Regulations.

Prior to the actual signing of a complete tentative secondary agreement(s) by the Departments and the MSEA departmental caucus Spokesperson, the Office of State Employer and the MSEA President shall have four (4) work days from receipt of the Agreement to concurrently review and approve or disapprove the tentative Agreement. Thereafter, any signing of tentative Agreements shall not require further review or approval of the Office of State Employer or MSEA.

Any agreements reached in secondary negotiations shall not be final until ratified by MSEA and approved by the Civil Service Commission.

ARTICLE 51
LABOR-MANAGEMENT COUNCIL

A Labor-Management Council composed of the President of MSEA or his/her designee, the Director of the Office of the State Employer or his/her designee, and four (4) members selected by the MSEA and four (4) members selected by

the Office of the State Employer has been established. This Council shall meet on an as-needed basis to examine and attempt to resolve issues of interdepartmental impact and/or statewide concerns.
This Council will seek the advice and assistance of the Federal Mediation and Conciliation Service (FMCS) to assist in resolving disputes.

ARTICLE 52
INTEGRITY OF THE BARGAINING UNIT

A. The Employer recognizes that the integrity of the Bargaining Units is of significant concern to MSEA. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees. The Employer shall not assign Bargaining Unit work to employees outside of MSEA Bargaining Units except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties as provided in the Civil Service class specifications or to the extent that such assignment is a matter of customary practice on the effective date of this Agreement. In no event shall such assignments be made for the purpose of reducing or eroding the Bargaining Units.

B. The Employer may continue to utilize job training programs, such as the programs listed below, provided the primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities.
- Student Work Experience
- CETA Program Employees
- Patient/Employee Programs
- Seasonal Recreation Programs
- Volunteer Programs
- WIN/GA Experience Programs
- Prisoner/Employee Programs & etc.

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

C. Supervisory employees shall be permitted to perform Bargaining Unit work to the extent that such work is a part of their duties as provided in the Civil Service class specifications or to the extent that such assignment is a matter of customary practice on the effective date of this Agreement, in case of training (including demonstration of the proper method of completing the task assigned), temporary work relief, or in the case of emergency. In those cases where lead workers are performing some supervisory duties, the parties agree that such employees shall not be considered supervisory for purposes of this Section.

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

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

1. The nature of the work to be performed or the service to be provided;

2. The proposed duration and cost of such sub-contracting;
3. The rationale for such sub-contracting unless pre-authorized.

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

E. MSEA may propose alternatives to sub-contracting. Such meeting shall occur within ten (10) calendar days [fifteen (15) calendar days in the case of a contract in excess of $250,000] from the date of notice to MSEA. Such discussions shall not serve to delay implementation of the Employer's decisions or preclude MSEA from challenging the contractual personal service request.

F. The Employer shall also provide MSEA, upon written request, information necessary to monitor the implementation, including costs, of the contract or sub-contract. If the volume of the information requested under this Section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.

Article 53
DRUG AND ALCOHOL TESTING

A: Definitions.

As used in this article:

1. ***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.
2. ***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.
3. ***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.
4. ***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.
5. ***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:
   - **a.** 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.
   - **b.** A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a credible source.

c. Evidence that an individual has tampered with a drug test or alcohol test during employment with the State of Michigan.

d. 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.

6. Rehabilitation program means an established program to identify, assess, treat, and resolve employee drug or alcohol abuse.
7. Test-designated employee means an employee who occupies a test-designated position.
8. Test-designated position means any of the following:
   a. A safety-sensitive position in which the incumbent is required to possess a valid commercial driver's license or to operate a commercial motor vehicle, an emergency vehicle, or dangerous equipment or machinery.
   b. A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.
   c. A position in which the incumbent, on a regular basis, provides direct health care services to persons in the care or custody of the state or one of its political subdivisions.
   d. A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.
   e. A position in which the incumbent has unsupervised access to controlled substances.
   f. A position in which the incumbent is responsible for handling or using hazardous or explosive materials.
   g. Another position agreed to in secondary negotiations.

B: Prohibited Activities.

An employee shall not do any of the following:

1. Consume alcohol while on duty.
2. Consume drugs while on duty, except pursuant to a lawful prescription issued to the employee.
3. Report to duty or be on duty with a prohibited level of alcohol or drugs present in the employee's bodily fluids.
4. Refuse to submit to a required drug test or alcohol test.
5. Interfere with any testing procedure or tamper with any test sample.

C: Testing Employees.

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

1. Tests Authorized.

a. Reasonable suspicion testing. An employee shall be required to submit to a drug test or an alcohol test if there is reasonable suspicion that the employee has violated this article.
b. Preappointment testing. An employee not occupying a test-designated position shall submit to a drug test if the employee is selected for a test-designated position.
c. Follow-up testing. An employee shall submit to an unscheduled follow-up drug test or alcohol test if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a preappointment drug test, or was disciplined for violating this rule.
d. Random selection testing. A test-designated employee shall submit to a drug test and an alcohol test if the employee has been selected for testing on a random selection basis.
e. Post-incident testing. A test-designated employee shall submit to a drug test or an alcohol test if there is evidence that the test-designated employee may have caused or contributed to an on-duty accident or incident resulting in death, or serious personal injury requiring immediate medical treatment, that arises out of any of the following:
(1) The operation of a motor vehicle.
(2) The discharge of a firearm.
(3) A physical altercation.
(4) The provision of direct health care services.
(5) The handling of dangerous or hazardous materials.

2. Limitations on certain tests.
a. Test selection. An employee subject to testing under this rule may be required to submit only to a drug test, only to an alcohol test, or to both tests. However, preappointment testing shall be limited to drug testing.
b. Limitations on follow-up testing. The employer may require an employee who is subject to follow-up testing to submit to no more than six unscheduled drug or alcohol tests within any twelve-month period.

c. Limitations on random selection testing. The number of drug tests conducted in any one year on a random selection basis shall not exceed fifteen percent (15%) of the number of all test-designated positions. The number of alcohol tests conducted in any one year on a random selection basis shall not exceed fifteen percent (15%) of the number of all test-designated positions.
d. Limitations on reasonable suspicion testing. Before an employee is subject to reasonable suspicion testing, a trained supervisor must document the basis for the reasonable suspicion. In addition, an employee shall not be subject to a reasonable suspicion test until the employer-designated drug and alcohol testing coordinator (DATC), or the DATC's designee, has given express, individualized, approval to conduct the test.

D: Drug and Alcohol Testing Protocols.

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

E: Prohibited Levels of Drugs and Alcohol.

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

F: Penalties.

1. The employer may impose discipline, up to and including dismissal, for violation of this article. All discipline for violation of any provision of this article shall be subject to the provisions of Article 9 regarding discipline.
2. An employee selected for a test-designated position shall not serve in the test-designated position until the employee has submitted to and passed a pre-appointment drug test. If the employee fails or refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample, the employee shall not be appointed, promoted, reassigned, recalled, transferred, or otherwise placed in the test-designated position. The Department of Civil Service shall also remove the employee from all employment lists for test-designated positions and shall disqualify the employee from any test-designated position for a period of three years. In addition, if the employee interferes with a test procedure or tampers with a

test sample, the employee may also be disciplined by the employer as provided in subsection (1). An employee's qualification for appointment in the classified service is a prohibited subject of bargaining and any complaint regarding action by the Department of Civil Service shall be brought only in a Civil Service technical appeal proceeding.

G: Self-reporting.

1. Reporting. An employee who voluntarily discloses to the employer a problem with controlled substances or alcohol shall not be disciplined for such disclosure if, and only if, the problem is disclosed before the occurrence of any of the following:
   a. For reasonable suspicion testing, before the occurrence of an event that gives rise to reasonable suspicion that the employee has violated this rule.
   b. For pre-appointment testing, follow-up testing, and random selection testing, before the employee is selected to submit to a drug test or alcohol test.
   c. For post-incident testing, before the occurrence of any accident that results in post-accident testing.
2. Employer action. After receiving notice, the employer shall permit the employee an immediate leave of absence to obtain medical treatment or to participate in a rehabilitation program. In addition, the employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug test or alcohol test. The employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work.
3. Limitation. An employee may take advantage of the provisions of article G(1) no more often than two times while employed in the classified service. An

employee making a report is not excused from any subsequent drug or alcohol test or from otherwise complying in full with this article. An employee making a report remains subject to all drug and alcohol testing requirements after making a report and may be disciplined as the result of any subsequent drug or alcohol test, including a follow-up test.

H: Union Representation.

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

I: Identification of Test-designated Positions.

Each appointing authority shall first nominate classes of positions, subclasses of positions, or individual positions to be test-designated. The state employer shall review the nominations and shall designate as test-designated positions all the classes, subclasses, or individual positions that meet one or more of the

requirements of section A(8) of this article. The designation by the state employer shall not be limited by or to the nominations or recommendations of the appointing authority. The appointing authority shall give written notice of designation to each test-designated employee and to the MSEA at least fourteen (14) days before implementing the testing provisions of this rule.

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

J: Coordination of Rule and Federal Regulations.

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

ARTICLE 54

TERMINATION OF AGREEMENT

This Agreement shall be effective upon approval by the Civil Service Commission and shall continue in full force and effect until midnight, December 31, 2007. This Agreement completes the parties obligation to bargain over Article 43, Compensation, for Fiscal Years 2005-2006, 2006-2007, and 2007-2008.

In witness whereof, the parties hereto have set their hands:

MICHIGAN STATE EMPLOYEES ASSOCIATION

By: Jack L. Yoak, 11/4/04

President

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

By: Christine L. Cygan, 11/4/04

APPENDIX A

LABOR AND TRADES UNIT -- A31

Ref: Article 3 - Recognition

All of the classifications in the Labor and Trades Unit are eligible (CODE 1) for overtime pay.

HRMN POSITION POSITION CODE GRADE

Aircraft Mechanic-E AIRCMCHE 9
Aircraft Mechanic-E AIRCMCHE E10
Aircraft Mechanic-A AIRCMCHA 11
Automotive Body Repairer-E AUTORPRE 8
Automotive Body Repairer-E AUTORPRE E9
Automotive Body Repairer-A AUTORPRA 10
Automotive Mechanic-E AUTOMCHE 8
Automotive Mechanic-E AUTOMCHE E9
Automotive Mechanic-A AUTOMCHA 10
Bridge Operator-E BRDGOPRE 6
Bridge Operator-E BRDGOPRE 7
Bridge Operator-E BRDGOPRE E8
Bridge Operator-A BRDGOPRA 9
Bridge Worker-E BRDGWKRE 6
Bridge Worker-E BRDGWKRE 7
Bridge Worker-E BRDGWKRE E8
Bridge Worker-A BRDGWKRA 9

Building Trades Crew Leader BLDTRLDR E10
Carpenter-E CARPNTRE 8
Carpenter-E CARPNTRE E9
Carpenter-A CARPNTRA 10
Central Control Operator-E CENTOPRE 8
Central Control Operator-E CENTOPRE E9
Central Control Operator-A CENTOPRA 10
Communications Network Installer-E COMNINRE 8
Communications Network Installer-E COMNINRE E9
Communications Network Installer-A COMNINRA 10
Electrician Licensed-E ELECTRNE E9
Electrician Licensed-A ELECTRNA 10
Electrician Master Licensed-E ELECLICE E10
Electrician Master Licensed-A ELECLICA 11
Elevator Repairer-Licensed ELVATLIC E10
Equipment Operator-E EQUPOPRE 7
Equipment Operator-E EQUPOPRE E8
Equipment Operator-A EQUPOPRA 9
Facilities Manager V - Frozen
Farm Crew Leader-E FRMCLDRE 8

Farm Crew Leader-E FRMCLDRE E9
Farmer FARMER E6
Groundskeeper-E GROUNKPR E8
Groundskeeper IV - Frozen
Groundskeeper V - Frozen
Industries Production Leader-E INDPLDRE 8
Industries Production Leader-E INDPLDRE 9
Industries Production Leader-E INDPLDRE E10
Janitor-E JANITORE E5
Janitor-A JANITORA 6
Laborer-E LABORERE 5
Laborer-E LABORERE E6
Locksmith-E LOCKSMTE E9
Locksmith-A LOCKSMTA 10
Machinist-E MACHNSTE E9
Machinist-A MACHNSTA 10
Maintenance Mechanic-E MAINMCHE 8
Maintenance Mechanic-E MAINMCHE E9
Maintenance Mechanic-A MAINMCHA 10
Mason-Plasterer-E MASNPLSE 8
Mason-Plasterer-E MASNPLSE E9
Mason-Plasterer-A MASNPLSA 10
Microfilm Machine Operator-E MCFLOPRE 5
Microfilm Machine Operator-E MCFLOPRE E6
Microfilm Machine Operator-A MCFLOPRA 7
Motor Vehicle Operator-E MOTVOPRE E6
Motor Vehicle Operator-A MOTVOPRA 7
Motor Vehicle Operator-2A MOTVOPR2A 8
Office Machines Repairer OFFMCRPR E9
Painter-E PAINTERE 8
Painter-E PAINTERE E9
Painter-A PAINTERA 10
Plumber-E PLUMBERE 8

Plumber-E PLUMBERE E9
Plumber-A PLUMBERA 10
Plumber Licensed-E PLUMLICE E10
Plumber Licensed-A PLUMLICA 11
Power Plant Operator-E PWPLOPRE 8
Power Plant Operator-E PWPLOPRE E9
Power Plant Operator-A PWPLOPRA 10
Printing Keyliner-E PRNKYLNE 6
Printing Keyliner-E PRNKYLNE 7
Printing Keyliner-E PRNKYLNE E8
Printing Keyliner-A PRNKYLNA 9
Printing Typesetter-E PRNTYPSE 6
Printing Typesetter-E PRNTYPSE 7

Printing Typesetter-E PRNTYPSE E8
Printing Typesetter-A PRNTYPSA 9
Refrigeration Mechanic-E REFRMCHE 8
Refrigeration Mechanic-E REFRMCHE E9
Refrigeration Mechanic-A REFRMCHA 10
Refrigeration Mechanic Licensed-E REFRLICE E10
Refrigeration Mechanic Licensed-A REFRLICA 11
Reproduction Machine Operator-E RPMOPRE 5
Reproduction Machine Operator-E RPMOPRE E6
Reproduction Machine Operator-A RPMOPRA 7
Reproduction Machine Operator-2A RPMOPR2A 8
Reproduction Machine Repairer-E RPMARPRE E9
Reproduction Machine Repairer-A RPMARPRA 10
Reproduction Machine Supervisor IV - Frozen
Steeplejack-E STPLJCKE 8
Steeplejack-E STPLJCKE E9
Steeplejack-A STPLJCKA 10
Storekeeper-E STORKPRE 5
Storekeeper-E STORKPRE E6
Storekeeper-A STORKPRA 7
Television Equipment Repairer TELERPR E9
Trades Helper TRADEHLP E6
Transportation Maintenance Worker-E TRMTWKRE 6
Transportation Maintenance Worker-E TRMTWKRE 7
Transportation Maintenance Worker-E TRMTWKRE E8
Transportation Maintenance Worker-A TRMTWKRA 9
Wastewater Treatment Plant Operator-E WSTPOPRE 8
Wastewater Treatment Plant Operator-E WSTPOPRE E9
Wastewater Treatment Plant Operator-A WSTPOPRA 10
Welder-E WELDERE E9
Welder-A WELDERA 10
Wildlife Assistant-E WLDLASTE 6
Wildlife Assistant-E WLDLASTE 7
Wildlife Assistant-E WLDLASTE E8
Wildlife Assistant-A WLDLASTA 9
Some employees in the following class may be included depending upon specific duties of the position.
State Worker STATEWKR 4

APPENDIX B

SAFETY AND REGULATORY UNIT B A02
Ref: Article 3 – Recognition

HRMN POSITION POS CODE GRADE CODE
Attorney General Investigator-E ATGNINUE 9 2
Attorney General Investigator-E ATGNINUE 10 2
Attorney General Investigator-E ATGNINUE E11 2
Attorney General Investigator-A ATGNINUA 12 2
Auto Regulation Investigator - E AUTRINUE 10 2
Auto Regulation Investigator - E AUTRINUE E11 2
Auto Regulation Investigator - A AUTRINUA 12 2
Boiler Inspector - E BOLRISPE E11 2
Boiler Inspector - A BOLRISPA 12 2
Bridge Safety Officer - E BRSFOFRE 6 1
Bridge Safety Officer - E BRSFOFRE E7 1
Bridge Safety Officer - A BRSFOFRA 8 1
Building Code Inspector - E BLCDISPE E11 2
Building Code Inspector - A BLCDISPA 12 ~~3~~ 2
Child Support Specialist - E CHISPSPE 9 2
Child Support Specialist - E CHISPSPE 10 2
Child Support Specialist - E CHISPSPE P11 2
Child Support Specialist – A CHISPSPA 12 2
Conservation Officer (RCRT) - E CNVOFRE 10 **
Conservation Officer -E CNSVOFRE 10 **
Conservation Officer -E CNSVOFRE E11 **
Conservation Officer -SR-A CNSVOFRA 12 **
Conservation Officer -SPL-SS CNVOFRSS 13 **
Construction Safety Inspector - E COSFISPE E11 2
Construction Safety Inspector - A COSFISPA 12 3
Construction Safety Inspector - SS COSISPSS 13 3
Corrections Investigator - E CORRINVE 10 2
Corrections Investigator - E CORRINVE E11 2
Corrections Investigator - SR-A CORRINVA 12 2
Electrical Inspector - E ELCTISPE E11 2
Electrical Inspector - A ELCTISPA 12 ~~3~~ 2
Elevator Inspector - E ELEVISPE E11 2
Elevator Inspector - A ELEVISPA 12 3
Emissions Test Station Inspector-E EMSTISPE 9 2
Emissions Test Station Inspector-E EMSTISPE E10 2
Fire Safety Officer - E FRSFOFRE 6 1
Fire Safety Officer - E FRSFOFRE E7 1
~~*~~ Fire Safety Officer -A FRSFOFRA 8 1
Fire Crash Rescue Officer - E FRCROFRA 8 N/A
Fire Crash Rescue Officer - E FRCROFRE E9 N/A

Fire Crash Rescue Officer - LW-A FRCROFRA 10 N/A
Fire Safety Inspector - E FIRSISPE 9 1
Fire Safety Inspector - E FIRSISPE E10 1
Fire Safety Inspector - A FIRSISPA 11 1
Forest Fire Officer - E FFIROFRE 7 1
Forest Fire Officer - E FFIROFRE 8 1
Forest Fire Officer - E FFIROFRE E9 1
Forest Fire Officer - A FFIROFRA 10 1
Fruit/Vegetable Inspector - E FRVGISPE 6 2
Fruit/ Vegetable Inspector – E FRVGISPE 8 2
Fruit/ Vegetable Inspector - E FRVGISPE 9 2
Fruit/ Vegetable Inspector - E FRVGISPE E10 2

Hazardous Mtrls Storage Insp - E HAZMISPE 9 2
Hazardous Mtrls Storage Insp - E HAZMISPE E10 2
Hazardous Mtrls Storage Insp - A HAZMISPA 11 2
Hazardous Mtrls Storage Insp - SS HAZISPSS 12 2
Life Guard LIFEGRDE E6 1
Lift/ Ride Inspector LIFRDISP E11 2
Mechanical Code Inspector - E MECOISPE E11 2
Mechanical Code Inspector - A MECOISPA 12 2
Motor Carrier Investigator MCINVGTR 11 1
Motor Carrier Officer - RE MCOFCREC 9 1
Motor Carrier Officer - E MCOFFCRE 9 1
Motor Carrier Officer - E MCOFFCRE E10 1
Occupation Safety Inspector - E OCSFISPE 10 2
Occupation Safety Inspector - E OCSFISPE E11 2
Occupation Safety Inspector - A OCSFISPA 12 2
*Park & Recreation Ranger - E PRKRNGRE 6 1
*Park & Recreation Ranger - E PRKRNGRE 7 1
*Park & Recreation Ranger - E PRKRNGRE E8 1
*Park & Recreation Ranger - LW-A PRKRNGRA 9 1
Parking Officer - E PRKGOFRE 6 1
Parking Officer - E PRKGOFRE E7 1
Parking Officer - LW-A PRKGOFRA 8 1
Plant/ Apiary Aide PLAPYADE E7 2
Plumbing Inspector - E PLUMISPE E11 2
Plumbing Inspector - A PLUMISPA 12 2
Property Security Offficer (RCRT) - E PSCOFRRE 7 1
Property Security Officer - E PRSCOFRE 7 1
Property Security Officer - E PRSCOFRE E8 1
Property Security Officer - A PRSCOFRA 9 1
Railroad Safety Inspector - E RSFYISPE 10 2
Railroad Safety Inspector - E RSFYISPE E11 2
Regulation Agent - E REGLAGTE 9 2
Regulation Agent – E REGLAGTE 10 2
Regulation Agent - E REGLAGTE E11 2

Regulation Agent - A REGLAGTA 12 2
Vehicle Safety Inspector - E VESFISPE 9 2
Vehicle Safety Inspector - E VESFISPE E10 2
Weights/ Measures Inspector - E WEMEISPE 9 2
Weights/ Measures Inspector - E WEMEISPE E10 2
Weights/ Measures Inspector - A WEMEISPA 11 2
* Some employees in the following classes may be included and others excluded depending upon specific duties of the position.
State Worker STATEWKR 4 1
State Transitional Professional - E STATPRFE 9
** Employees in these classes are law enforcement.

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

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

APPENDIX C

Employee Benefits Eligibility Chart

Definition of Appointment Duration

Definitions:

1. Permanent Appointment is expected to last indefinitely.
2. Limited Term Appointment has a specific expiration date.
3. Temporary Appointment is expected to last less than (Non-Career) 720 hours and has a specific expiration date.

Definition of Appointment Type

Definitions:

1. Full-Time The regular work schedule consists of 80 hours per biweekly pay period.
2. Part-Time The regular work schedule consists of less (Hourly) than 80 hours per biweekly pay period. (Usually set hours)
3. Intermittent Scheduled work hours are based on the needs of the Employer. The schedule may vary between 0-80 hours per biweekly pay period.
4. Seasonal Regular work schedule is normally for specific parts of the year. Scheduled work hours are based on the needs of the Employer.

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Initial Annual Leave	Credit 16 hours upon appointment to position	Not Eligible

NOTE:

1. Initial grant is available for immediate use.
2. Not more than 16 hours initial annual leave may be credited in any calendar year. However, unused credits may be restored upon separation and rehire within the same calendar year.
3. Payment for unused credit not permitted at separation until 720 hours of service completed.

Benefit	Permanent / Limited Term	Temporary (Non-Career)

Annual Leave A. Less than 2080 hours continuous service completed. B. 2080 hours or more of continuous service, but less than 10,400 hours. C. 10,400 hours or more of continuous service.	Credit 4 hours annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours. Credit 4.7 hours of annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours. See table, Article 39, for annual leave accrual rates.	Not Eligible. Not Eligible. Not Eligible.

NOTE: Credit, use and payment not permitted until 720 hours completed (except upon reinstatement or return from layoff, when credit, use and payment is permitted after completion of 80 hours in pay status).

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Sick Leave	Credit 4 hours of sick leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.

NOTE: 1. Credit and use permitted next pay period.

2. Payment for unused credits at 50% of regular rate, upon retirement or death only (except for employees hired on or after 10-1-80).

3. Unused credits restored to a separated permanent employee who returns within three years by permanent appointment, except if separated by retirement. Sick leave balances are placed to the credit of a laid off employee upon recall to permanent employment in the state classified service.

4. An employee who returns by a temporary (non-career) appointment may not use credits previously earned.

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Step Increase	Upon completion of required 1040 or 2080 hours of satisfactory service.	Not Eligible.

Permanent / Limited Term				
Benefit	Full-Time	Part-Time percent %	Hourly / Permanent-Intermitant	Seasonal

Paid Holidays Note: Temporary (Non-career)	Full holiday pay.	Pay in pro-portion to percentage assigned to position, or full pay	Pay in pro-portion to average hours in pay status for previous six pay	Full holiday pay during season.

are not eligible for paid holidays.	if scheduled to work all non-holiday hours in pay period. (see Article 49)	periods, if applicable, or full pay if scheduled to work all non-holiday hours in pay period. (see Article 49)
Benefit	FullTime, PartTime, Hourly, Permanent B Intermittent, and Seasonal	Temporary (Non-Career)
Status NOTE: Status not granted unless/until certified from employment list.	Status granted at end of biweekly work period in which 2080 hours of satisfactory service completed (except for classes for which a longer probationary period is prescribed by the Civil Service Rules or Regulations).	Not Eligible.
Longevity	Commencing at 10,400 hours of currently continuous service prior to October 1st of any year. Paid annually in October.	Not. Eligible.

Permanent / Limited Term				
State Sponsored Insurance	Full-Time	Part-Time	Hourly / Permanent Intermitent	Seasonal
Health	Eligible.	Eligible.	Eligible.	Eligible.
Life	Eligible.	Eligible if working 40 % or more of full time.	Eligible if working 40 % or more of full time.	Eligible if working 40 % or more of full time.
Long Term Disability	Eligible.	Same as Life.	Same as Life.	Eligible if working full time.

Dental	Eligible.	Same as Life.	Same as Life. *	Same as LTD. *
Vision	Eligible.	Same as Life.	Same as Life.	Same as Dental.

NOTE: Temporary (Non-Career) is not eligible for Health, Life, Long Term Disability, Dental or Vision Insurances.

* Exceptions for Permanent Intermittent and Seasonal eligibility for dental benefits:

A. No more than two consecutive pay periods without being on the payroll B dropped after third.

B. For seasonals, must have at least eight months of cumulative employment per year.

Permanent / Limited Term		
Benefit	Full-Time, Part-Time, Hourly, Permanent-Intermittent, Seasonal	Temporary (Non-Career)
Accidental Duty Death	Eligible.	Eligible.
Deferred Compensation	Eligible to enroll in next quarterly open enrollment following date of appointment.	Not Eligible.

APPENDIX D

Authorization for Deduction of Representation Service Fee

MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5

_____

Name-Last First Middle

_____

Home Address (Street) (City) (State) (Zip)

_____

Home Phone No. Work Phone No.

_____

Department and Work Site (example; Corrections/Standish Maximum Facility)

_____

Signature Date

_____

Work County (example; Ingham) Job Title & Level (example; TMW III)

MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5

Authorization for Payroll Deduction of Representation Service Fee

MISU | E B 0 1 |

Social Security Number Deduction Code

On this date, _____ , _____, I the undersigned, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between MSEA/AFSCME Local 5 and the State of Michigan) and to remit same to the Michigan State Employees Association/ AFSCME Local 5 for payment as a representation service fee. Consent is additionally hereby given to increase or decrease the specific named deduction each two week pay period to that of any amount determined by the Union in accordance with Article XVII of the Constitution (as amended) of the Michigan State Employees Association. Fees, contributions, or gifts to MSEA/AFSCME

Local 5 are not deductible as charitable contributions, for federal income tax purposes. Fees paid to MSEA/AFSCME Local 5, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

_____
Signature of Employee

_____

Name (please print or type) Department (please print or type)

APPENDIX E
Application for Membership
MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5

_____
Name-Last First Middle

_____
Home Address (Street) (City) (State) (Zip)

_____
Home Phone No. Work Phone No.

_____
Department and Work Site (example; Corrections/Standish Maximum Facility)

_____
Signature Date

_____
Work County (example; Ingham) Job Title & Level (example; TMW III)
MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5
Authorization for Payroll Deduction

MISU | E A 0 1 |

Social Security Number Deduct Code

On this date, _____ , _____, I the undersigned, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between MSEA/AFSCME Local 5 and the State of Michigan) and to remit same to the Michigan State Employees Association/ AFSCME Local 5 for payment of my union dues. Consent is additionally hereby given to increase or decrease the specific named deduction each two week pay period to that of any amount determined by the Union in accordance with Article XVII of the Constitution (as amended) of the Michigan State Employees Association. Fees, contributions, or gifts to MSEA/AFSCME Local 5 are not deductible as charitable contributions, for federal income tax purposes. Fees paid to MSEA/AFSCME Local 5, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

_____
Signature of Employee

_____
Name (please print or type) Department (please print or type)

APPENDIX F
DETROIT HOUSE OF CORRECTIONS
ASSUMPTION PLAN

In accordance with provisions of proposed legislation known as House Bill 4392 regarding the assumption of former City of Detroit employees at the Detroit House of Corrections into the Michigan State Classified Civil Service within classifications exclusively represented by the Michigan State Employees Association, and pursuant to Article 11, Section C.2, of the Primary Agreement between MSEA and the State of Michigan, the Parties agree to the following:

1. Seniority.

a. For purposes of computing eligibility for any fringe benefit, all assumed bargaining unit employees shall be credited with one hour of continuous state service for each hour in pay status not including overtime as an employee for the City on a continuous basis. This includes but is not limited to annual and sick leave credit and longevity. All employees brought into the state classified service under this Plan will be allowed to enroll in the state group insurance programs as if they were new state employees with immediate coverage as of the first day of employment with the state.

b. For all other applications of seniority within the work site known as the Detroit House of Corrections, assumed employees shall be credited with one hour for each hour in pay status not including overtime as an employee for the City on a continuous basis. For all other applications of seniority anywhere other than the work site known as the Detroit House of Corrections, seniority shall be as defined in Article 11 of the Primary Agreement between MSEA and the State of Michigan, i.e., continuous hours from the date of accretion into the state service.

2. Annual Leave.

The state will assume annual leave which an employee, being assumed by the state, has accumulated as of the date of assumption but not in excess of 200 hours. Any accumulated compensatory overtime will not be assumed by the state. An employee who is laid off and who is brought into the state classified service under the Assumption Plan may elect to buy back up to 200 hours of accrued annual leave which had been paid off. An employee electing this option shall buy back the annual leave at the returning rate of pay. Such payment shall be made to the Department of Corrections. Such option may be exercised only once per recall and must be exercised during the first thirteen pay periods after assumption.

3. Sick Leave.

The state will assume sick leave, which an employee, being assumed by the state, has accumulated as of the date of assumption but not in excess of the amount the employee could have accumulated if he/she had been a state Civil Service employee for the same length of time as they were employees of the City of Detroit.

Sick Leave Payoff:

a. Employees who were hired in the Detroit Civil Service prior to 10-1-80 will be treated exactly the same as state employees who were hired before 10-1-80 in relation to sick leave payoff. In general, that means a 50 percent payoff for accumulated sick leave upon separation from state service.

b. Employees hired into the Detroit Civil Service system on or after October 1, 1980, will be treated exactly the same as state employees who were hired on or after October 1, 1980. In general, this means no payoff for unused sick leave balances upon separation from state service.

4. Work Site and Work Location.

The facility known as the Detroit House of Corrections shall be considered a work site for all application of agreements between MSEA and the State of Michigan. This facility shall be included in the work location along with Cassidy Lake Technical School, Huron Valley Men's and Women's Facilities, Phoenix Correctional Facility, Camp Brighton, Camp Pontiac and Camp Gilman for all application of agreement between MSEA and the State of Michigan.

5. In accordance with the Civil Service Rules, the Michigan Civil Service Commission has determined that the following provisions will apply to assumed employees in terms of status, classification, and wages.

a. Employees who have certified status with the Detroit Civil Service and were hired in their DeHoCo positions as a result of a competitive process will be assumed into the state classified service in comparable positions, without further tests or examinations but subject to satisfactory completion of the standard probationary period for the classification.

b. Employees who do not have certified status under Detroit Civil Service, but do have three (3) years or more of continuous Detroit Civil Service classified service as of the date on which the state assumes operation of the DeHoCo, shall be assumed into the state classified service without further test of fitness but subject to satisfactory completion of the standard probationary period for the classification.

c. Employees who do not have certified status under Detroit Civil Service and have less than three (3) years of continuous Detroit Civil Service classified service as of the date on which the state assumes operation of DeHoCo are to be assumed into the state classified service subject to passing a non-competitive state Civil Service examination and satisfactory completion of the standard probationary period for the classification.

d. DeHoCo employees who are now recipients of wages that are higher than the comparable job classifications in the state classified service will be afforded "Red-Circle" pay treatment. Employees falling within this category will be paid the base

rates they received prior to March 1, 1985, until such time as the wages for their state Civil Service classification equals or exceeds their "Red-Circled" pay rates.

6. This Stipulation and Agreement shall be considered an addendum to the Parties' current contract and shall be effective on the date approved by the Michigan Department of Civil Service.

7. General.

All assumed bargaining unit employees are covered by the terms and conditions of the Primary Agreement between MSEA and the State of Michigan.

APPENDIX G

PROCEDURE 1220.02

Issued January 1, 1994

SUBJECT: Garnishments, levies and wage assignments.

APPLICATION: Executive Branch Departments and Sub-units.

PURPOSE: To provide guidelines for garnishments, levies and wage assignments and their effect on State payrolls.

CONTACT AGENCY: Department of Treasury - Bureau of Management Services, Financial Operations Division.

TELEPHONE: 517 / 373-3150

FAX: 517 / 373-6941

SUMMARY:

A court may order an assignment to the Friend of the Court of the salary, wages or other income of a person responsible for payment or support and maintenance of minor children and the assignment shall continue until regular support payment and any arrearage is paid in full.

Order of assignment is effective 1 week after service upon the employer of a true copy of the order by personal service or registered or certified mail. Thereafter, the employer withholds from earnings due the employee, amount specified in the order of assignment for transmittal to Friend of the Court until notified by Friend of the Court that support arrearage is paid in full.

The Attorney General has ruled that a court order directed to the State of Michigan which orders a specific monetary amount deducted from a State employee's salary for payment to Friend of the Court until further notice, becomes effective as provided by

statute when served upon any State agency and all State agencies involved in preparing and disbursing payroll and are obligated to obey the order.

Failure to obey the court order may constitute contempt of court, for which the State office or department will be fully liable.

The Attorney General has ruled that any order directed specifically to the State of Michigan as employer and served upon the State Treasurer constitutes legal service and may not be returned to the court.

A person employed by any person, firm, corporation, local government or agency, or the State or agency thereof, and working for wages or for a salary for others, including those paid of commission or combination thereof, having debts and being unable to pay, may file a list of creditors with the clerk of district or municipal court where the person lives or is employed and upon making assignment of all future wages to the clerk of the court to continue during pendency of proceedings is entitled to have a notice served upon each creditor.

Garnishments are a legal process embodying an order from any court of record in Michigan directing the State to withhold a specified amount of money from the pay of a named employee, to be paid to the court in settlement of a judgment rendered by the court against said employee.

The amount of wages subject to garnishment in a week is limited to 25% of an employee's disposable earnings or the amount by which his disposable earnings exceeds 30 times the current minimum hourly wage set by Section 6(a)(1) of the Fair Labor Standards Acts, whichever is less.

A levy is an of collecting or exacting by authority, examples of which are governmental taxes and assessments. Specifically, in this application, it is an action brought by the U.S. Treasury Department, Internal Revenue Service, Michigan Department of Treasury, and the Michigan Employment Security

Commission to collect, by deduction from as employee's pay, any taxes and/or assessments due from the employee to the governmental body. The federal levy code lists child support by court order as an exemption before the seizure of wages. This action is separate from and in addition to amounts normally withheld for income tax purposes.
Notice of levy is issued by the governmental body directly to the State Treasury. No court is involved. Internal Revenue Service levies issued against employees are continuous until released in writing.
An assignment, to the Friend of the Court, of the salary, wages or other income of the person responsible for payment of support and maintenance of minor children may be made by order of the court. The assignment continues in force until notified by the Friend of the Court that the support arrearage is paid in full.

An assignment, to the clerk of the court, of the salary, wages or other income of the person responsible for unpaid debts may be made by court order. The assignment continues until served with a notice to the contrary from the court.
APPLICABLE FORMS: None.
PROCEDURES:
Garnishment / Levies
Michigan Court of Record or Attorney, Internal Revenue Service (IRS), State Collection Division:

- o Serves copies of writ of garnishment or levy and summons of garnished employee in person or by certified mail.
- o Serves garnishment on State Treasurer or designated representative in person or by certified mail.
  - Appointed representatives of the State Treasurer are located in Financial Operations Division in the Treasury Building in Lansing and Treasury branch office in Detroit.
  - Personnel and payroll offices must refuse service of a garnishment.

State Treasurer or Designated Representative, Financial Operations Division:

- o Receives notice of levy from U.S. Department of Treasury, IRS, Michigan Department of Treasury, or Michigan Employment Security Commission.
- o Receives service of garnishment from court.
  - Before garnishment can be processed, the following must be received:
    - -- Service of garnishment by certified mail or in person
    - -- Affidavit of garnishment
    - -- Writ of garnishment or summons
    - -- Proof of service upon defendant
    - -- A statutory fee
- o Enters garnishment/levy information into payroll garnishment/levy system.
  - Payroll garnishment/levy system interfaces with Personnel Payroll Information System for Michigan(PPRISM), calculates garnishment or levy amount, writes proper payroll amount to the defendant, prints required disclosures and sends amount for the plaintiff to the vendor system.
  - The system generates all reports necessary for Financial Operations Division to balance and audit the accounts.
  - Verifies reports for accuracy before payroll is mailed via regular payroll mail system.
- o Initiates request for vendor run of third party plaintiff warrants.
- o Mails disclosures, i.e., notification of the warrant number amount of garnishment, amount being paid to the court, etc., to departments for distribution to recipients.
  - Files Treasury's disclosure.

Assignment of Wages to Friend of the Court or Clerk of the County
State Department of Treasury:

- o Sends court order served on the State Treasurer for assignment of wages to Friend of the Court to employee's Payroll/Personnel Office immediately.
  - If the individual is not employed by the department, performs on-line inquiry to PPRISM; determines where the individual is employed.

- Forwards court order to new department.
- If individual is no longer employed by the State, returns court order to court of origin with a written explanation.

Payroll/Personnel Office

o Receives court order directing assignment of employee's wages to Friend of the Court.

o Verifies court order specifies State of Michigan as the employer and the amount to be deducted biweekly.

o Reviews PPRISM Coding Manual 9.10.6 to determine if a code exists for the court or receiver named in the court order.

- If code exists, processes deduction transaction in payroll system.
- If code does not exist, mails court order to DMB, Office of Financial Management, Information Services Division (ISD) to have a code established.

o Receives employee's payroll warrant from Treasury with specific wage assignment deducted.

- Distributes with regular payroll warrants.

o Maintains file of court orders, notices of termination and pertinent documentation for each wage assignment.

o Notifies employee of wage assignment and amount of assignment.

o When the court order is satisfied, receives notice from the court that the court order has been terminated.

- Stops payroll deduction for wage assignment to Friend of the Court by canceling employee deduction.

Office of Financial Management:

o Receives court order which requires establishment of a code in PPRISM; establishes code.

- Retains a copy of the court order.
- Notifies Payroll/Personnel Office that submitted the court order of the new code; returns court order to Payroll/Personnel Office.

* * *

APPENDIX H

PROCEDURE 0620.02

Issued October 4, 1993

SUBJECT: Submissions to the Finance and Claims Committee.

APPLICATION: Executive Branch Departments and Sub-units.

PURPOSE: To outline procedures for submitting materials to the Finance and Claims Committee of the State Administrative Board.

CONTACT AGENCY: Department of Management and Budget (DMB) - State Administrative Board.

TELEPHONE: 517 / 335-2559

FAX: 517 / 335-2355

SUMMARY: The Secretary of the State Administrative Board reviews contracts and other material presented and prepares the agenda for the meetings of the Finance and Claims Committee of the State Administrative Board.

APPLICABLE FORMS: CS-138, Contractual Services Request. DMB-1104, Claim Against the State of Michigan for Personal Losses Less than $1,000. (Affidavit, no longer required, but still used by MDOT.). OCM-810, Finance and Claims Agenda Format. OOB-145, Request for Appropriation and Allotment Adjustment.

PROCEDURES:

Requesting Agency:

o If the proposed action is a contract, determines whether State Administrative Board approval is required.

- State contracts of $100,000 or more which require such approval, regardless of their source of funding or duration, are:

-- Contracts or purchase orders for all supplies, materials, and equipment; for all services, including consulting, research, and professional services; between State departments and private vendors, between State departments and educational institutions, or between State departments and other governmental units;

-- Contracts or blanket orders whose dollar values are not fixed but which are estimated to be $100,000 or more;
-- Contracts or purchase orders for commodities or services available from only one source.

- Contract amendments of $50,000 or more also require the approval of the State Administrative Board.
- Emergency contracts of $100,000 or more involving public health or safety do not need prior approval (See Procedure 0510.03). These contracts shall be reported to the State Administrative Board as soon as possible after execution.

o If the proposed action is a contract, submits the following material to the Secretary of the State Administrative Board:
- 1 copy of an Agenda Format (OCM-810)
  -- Example:
    DEPARTMENT OF (Type in name)
    Requests approval of the following contracts:
    (1) ABC Corporation $125,000.00
    Grand Rapids, MI Testing Services
    (2) Acme Distillery Co. $101,225.00
    Liquor Purchase
- For each contract on the agenda:
  -- 10 copies of a Contract Information Summary
    - Brief description of commodity or service.
    - Term of contract.
    - If and when bids were taken.
    - Summary of bids.
    - Explanatory information.
    - Departmental recommendation on award.
    - 1 copy of CS-138 form submitted to Civil Service, if applicable.
    - 2 copies of the proposed contract or model contract including all applicable amendments.

o If the request is for disposal of state property, see Procedures 0110.01, 0340.05 and 0220.01.
o If the request is for write-offs of state receivables, see Procedure 1210.28.
o If the request is for release of capital outlay funds, see Procedure 0110.04.

Claimant:

o If the request is for settlement of a small claim against the state under $1,000, prepares a DMB-1104 and submits the completed form to the Secretary of the State Administrative Board.

Secretary to the State Administrative Board:

o Reviews contracts and other materials and prepares summary information for the Director and Deputy Directors of DMB.
o Handles any necessary correspondence or other communication relative to items presented.
o Prepares agenda and minutes for the Finance and Claims Committee.
o Forwards committee recommendations to the State Administrative Board for action.

* * *

APPENDIX I
RETAIL PRESCRIPTION DRUG PLAN

Unit Description
Grp. No. and Code
81817 Labor & Trades (A-31)
Safety & Regulatory (A-02)

The Retail Prescription Drug Plan is available to Labor & Trades and Safety and Regulatory Unit employees and their family members who are enrolled in the State Health Plan. The plan covers most prescription drugs prescribed by a prescriber.

This benefit covers the full cost, less your (non-reimbursable) copayment, of each prescription drug or refill you purchase up to a 34-day supply. Certain medications can be covered in a 100 unit dosage or 34-day

supply (whichever is greater) or a 200 unit dosage or 34-day supply (whichever is greater). You should contact the Pharmacy Benefit Manager (PBM) as to which medications can be obtained in 100 or 200 unit dosages or you can ask any participating pharmacist.
Your prescription will be filled with a generic medication unless your prescribing physician has indicated "dispense as written" ("DAW") on your prescription.
When you use the services of a participating pharmacy, providers will bill the PBM directly for your prescription expenses and will accept the PBM payment amount as payment in full. Aside from your copayment, you will not have any out-of-pocket prescription medication expenses nor any claim forms to file. Simply present your prescription drug identification card to the participating pharmacist. There shall be an employee co-pay of $7.00 for generic drugs, $15.00 for brand name drugs and $30.00 for non-preferred brand name drugs...

If you use the services of a non-participating pharmacist, you can file your claim for the reimbursement of your expenses (less your copayment) by using a claim form. You can obtain a new claim form by contacting the Pharmacy Benefits Manager.

SPECIFICATIONS FOR RETAIL PRESCRIPTION DRUG PLAN

I. DRUGS COVERED

A. Federal Legend Drugs, including any medical substance bearing the legend Caution: Federal Law prohibits dispensing without a prescription, except those specifically excluded in subsection III below.
B. State Restricted Drugs, including any medicinal substance which may be dispensed by prescription only, according to appropriate State Laws.
C. Compound Medications, including any extemporaneously prepared dosage form containing at least one Federal Legend or State Restricted drug in a therapeutic amount, or a combination of ingredients which require a prescription by law. Liquid medications must include weighting of at least one solid or the measuring and mixing of at least three liquid ingredients.
D. Oral Contraceptives.
E. Injectible Insulin, including needles and syringes.
F. Any of the above (A through D) must be prescribed by a health professional authorized to prescribe medication.
If chemotherapeutic agents are prescribed drugs and the cost of administration is not included and all other conditions of the prescription are met, the costs of administration are covered.
II. LIMITATIONS
A. Benefits will be payable only for prescription drugs dispensed while the member is covered for this benefit.
B. If an acceptable substitute generic drug is available, then generic drugs must be dispensed unless the prescriber has specified dispense as written (DAW) on the prescription.
III. EXCLUSIONS
A. Benefits will not be paid for any refill of a drug dispensed more than one year after the latest prescription initial fill date.

B. Benefits will not be payable for any drug provided while the member is an in-patient in a hospital, convalescent facility, psychiatric facility, or any similar institution, health care facility, or on an out-patient basis in any such facility or by a physician to the extent benefits are payable for the prescription under any other plan, or by the health care facility.
The plan covers drugs written on prescriptions by physicians for home health care patients, however, the plan does not pay for the administration of any drug.
C. Benefits will not be payable for a device of any type.
D. Benefits will not be paid for any refill of a drug which is more than the number of refills specified by the prescriber. The PBM, before filling the prescription, may require a new prescription, or evidence as to need, if the prescriber has not specified the number of refills or the frequency or number of prescriptions or refills appears excessive under acceptable medical practice standards.
Benefits will not be paid for:

A. Immunization agents, biological sera, blood or blood plasma, excluding factors 8 and 9.
B. Drugs labeled "Caution - limited by federal law to investigational use", or experimental drugs.
C. Any charge for the administration of Prescription Legend Drugs or injectable drugs.
D. Medication covered by Worker's Compensation or similar occupational law, any state or governmental agency, or for which no charge is made to the employees.
E. Any medication that the prescribing health professional is not licensed to prescribe.
F. Federal Schedule 1 drugs.
G. Over-the-counter medications.

APPENDIX J
Longevity Compensation Plan
Schedule of Payments

YEARS OF SERVICE *	EQUIVALENT ANNUAL HOURS OF SERVICE	PAYMENTS
5	10,440	
6	12,480	
7	14,560	$260
8	16,640	
9	18,720	
10	20,800	
11	22,880	$300
12	24,960	
13	27,040	
14	29,120	
15	31,200	$370
16	33,280	
17	35,360	
18	37,440	
19	39,520	$480
20	41,600	
21	43,680	
22	45,760	
23	47,840	$610
24	49,920	
25	52,000	
26	54,080	
27	56,160	$790
28	58,240	
29	60,320	$1040
& Over	& Over	

* Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket by October 1. The impact of the longevity payment on the regular hourly rate for purposes of overtime compensation shall be computed and paid as part of the longevity payment.

APPENDIX K
Supervisor's Report of Reasonable Suspicion

EMPLOYEE:_____ DATE:_____
LOCATION:_____ TIME:_____
OBSERVATIONS
BREATH (Odor of Alcohol Beverage): ( )Strong ( )Faint ( )Moderate ()None
EYES: ( )Bloodshot ( )Glassy ( )Normal ( )Watery ( )Clear
( )Heavy Eyelids ( )Fixed Pupils ( )Dilated Pupils ( )Normal
SPEECH: ( )Confused ( )Stuttered ( )Thick Tongued ( )Accent ( )Fair

( )Cotton Mouthed ( )Slurred ( )Good ( )Not Understandable ( )Mush Mouthed ( )Mumbled ( )Other

ATTITUDE: ( )Excited ( )Combative ( )Hilarious ( )Indifferent ( )Sleepy
( )Talkative ( )Insulting ( )Care-free ( )Cocky ( )Polite
( )Profane ( )Cooperative ( )Other

UNUSUAL ( )Hiccoughing ( )Belching ( )Vomiting ( )Fighting

ACTION: ( )Laughing ( )Crying ( )Other

BALANCE: ( )Falling ( )Needs Support ( )Wobbling ( )Swaying ( )Other

WALKING: ( )Falling ( )Staggering ( )Stumbling ( )Swaying ( )Other

TURNING: ( )Falling ( )Staggering ( )Stumbling ( )Swaying ( )Other
( )Hesitant

Indicate any other unusual actions, statements or observations: _____
_____
_____

Signs or complaints of illness or injury: _____
_____
_____

Safety-Sensitive Function: ( )Yes ( )No Describe: _____
_____
_____

SUPERVISOR'S OPINION

Apparent effects of alcohol / drug use: ( )None ( )Slight ( )Obivious ( )Extreme

Additional Comments: _____
_____
_____

SUPERVISOR: _____ WITNESSES: _____

SIGNATURE: _____ _____

DATE: _____ _____

TIME: _____ _____

APPENDIX L

Article 31

PHYSICIAN STATEMENT

DATE:_____

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

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

DOES_____ DOES NOT_____ (check appropriate response)

adversely affect my patient's ability to safely operate a commercial motor vehicle or perform other safety sensitive functions.

Signed by Prescribing Physician _____

Physician's Name Printed or Typed _____

PHYSICIAN'S NOTE REGARDING P.R.N. OR OFF-DUTY MEDICATIONS:
_____
_____
_____

APPENDIX M

STATE HEALTH PLAN

COMMUNITY BLUE PPO BENEFIT CHART

State Health Plan (PPO)

In-Network	Out-of-Network	
Preventive Services – Limited to $750 per calendar year per person (On January 1, 2006 limit increases to $1,500.)		
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 applied toward per person calendar maximum.	Not covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered 100%	Not covered
Colonoscopy Exam	Covered 100% one each 10 years after age 50. No deductible. Not applied to Preventative Max.	Covered 90% one each 10 years after age 50. After deductible. Not applied to Preventative Max.
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered
Childhood immunizationis (effective January 1, 2006)	Covered 100% for children through age 16.	Covered 90% after the deductible
Mammography		
Mammography Screening	Covered 100%	Covered-90% after deductible
One per calendar year, no age restrictions		

Physician Office Services

Office Visits	Covered - $10 co-pay	Covered - 90% after deductible, must be medically necessary
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
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
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		
In-Network		Out-of-Network
Hospice Care	Covered – 100%	Covered – 100%
Limited to the lifetime dollar max. which is adjusted annually by the state		
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
Unlimited visits		
Surgical Services		
Surgery - includes related surgical services	Covered – 100% after deductible	Covered – 90% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 90% after deductible
Human Organ Transplants		
Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered – 100% after deductible	Covered – 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
	In-Network	Out-of-Network
Other Services		
Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 90% after deductible
Rabies treatment after initial emergency room treatment	Covered – 100% after deductible	Covered – 90% after deductible
Chiropractic Spinal Manipulation	Covered – 90% after deductible	Covered – 90% after deductible
Up to 36 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 60 visits per calendar year		
Durable Medical Equipment	Covered – 100% after deductible	Covered – 80% of approved charges no deductible
Prosthetic and Orthotic Appliances	Covered – 100% after deductible	Covered – 80% after deductible
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	$10 office visits; more frequent than 36 months if standards met.	

Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after deductible (up to 20 visits annually)	Covered – 90% after deductible (up to 20 visits annually)

Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of $300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of $300. (Additional wigs covered for children due to growth.)	
Deductible, Co-pays and Dollar Maximums		
Deductible	$200 per member; $400 per family	$500 per member; $1,000 per family
In-Network	Out-of-Network	
Co-pays		
- Fixed Dollar Co-pays - Do not apply toward deductible	$10 for office visits/consultations	
- 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	

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.

Member Costs Associated within In-Network or Out-of-Network Use

In-Network Out-of-Network

Deductible $200/individual $500/individual
$400/family $1,000/family
Copayments Office Visits $10 Most services 10%
Services 0% or 10%
Emergency 0%
Preventive Services Covered at 100% Not covered
Limited to $750 per
Calendar year per
person. On January 1,
2006, limit increases
to $1,550.
Out-of-Pocket Maximum $1,000/individual $2,000/individual
$2,000/family $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 copayment (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 copayment (if any).
   - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment. The member is responsible for the out-of-network deductible and copayment. 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 copayment. 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, copayment or out-of-pocket maximum cannot be used to satisfy the in-network deductible, copayments or out-of-pocket maximum.

3. If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits. The member will be responsible for the in-network deductible (if any) and copayment (if any).
4. If a member does not have access to the network but then additional providers join the network so that the member would now be considered in-network, the member will be notified and given a reasonable amount of time in which to seek care from an in-network provider. Care received from a non-network provider after that grace period will be considered out-of-network and the out-of-network deductibles, copayments and out-of-pocket maximums will apply. If a member is undergoing a course of treatment at the time he becomes in-network, the in-network rules will continue for that course of treatment only pursuant to the PPO Standard Transition Policy. Once the course of treatment has been finished, the member must use an in-network provider or be governed by the out-of-network rules.

LETTERS OF UNDERSTANDING

Letter of Understanding
Article 12

The parties agree to incorporate this Letter of Understanding to express their intentions relative to the application of Article 12.

1. Arbitration Award No. 54 39 1275 84 does not express the intent of the parties and employees are not prohibited from bumping into vacancies in accordance with Article 12 in the face of Recall Lists.
2. In those departments where the parties agree in secondary negotiations to layoff units larger than a county, provisions of Article 12, Section F, relating to reassignments to adjust the work force after a layoff shall be a proper subject for secondary negotiations.

Letter of Understanding

Article 12
MEEBOC

During negotiations in 1991 the parties discussed provisions of Article 12, Section C relating to out-of-line seniority layoff and recall to maintain an affirmative action program approved by MEEBOC or its successor. The parties understand and agree that such provisions shall be applied in accordance with current law.

Letter of Understanding
Article 14, Section E
Meal Periods

During negotiations in 1995, the parties discussed concerns raised by the Union regarding Article 14, Section E, Meal Periods, as it applies to the Department of Corrections and Department of Community Health Huron Valley Center employees. It is not the Employer's intent to reduce the employee's meal period. Management agrees to take into account unforeseen delays at security checkpoints in determining the amount of time necessary to provide an adequate meal break. Application of this letter shall be a proper subject for secondary negotiations.

Letter of Understanding
Article 22
Health and Safety

The Employer and MSEA agree to reopen this Article for negotiation if MIOSHA and the Division of Occupational Health are eliminated or significantly reduced by legislative action.

Letter of Understanding
Article 22, Section I
Contagious Diseases

During the 1995 negotiations, the parties discussed their concerns regarding bargaining unit members performing re-construction work in existing laboratories of the Department of Community Health where they may be exposed to unknown contaminants. Therefore, prior to re-construction work in existing laboratories being performed by bargaining unit members, the Union will be notified by the Department of Community Health.

Letter of Understanding
Article 43, Section O Personal Leave Day

During negotiations in 1989 the parties discussed the MSEA's concerns regarding the granting of requested personal leave days. The parties agree to the following expedited procedure for handing denials of requested personal leave days.

When an employee has submitted a written request to utilize a personal leave day at least ninety-six hours prior to the beginning of the pay period and when such request has been denied, the employee may present a grievance to the step one representative with a request to expedite the grievance. If not expedited to the satisfaction of the MSEA, the MSEA may verbally contact the step two representative, explain the situation, and request an expedited answer. If not expedited to the satisfaction of the MSEA, the MSEA may contact the step three representative, explain the situation, and request an expedited answer.

At each step, every effort will be made to answer the grievance prior to the date the personal leave is to be taken.

Letter of Understanding
Article 43
NATIONAL HEALTH PLAN

The parties agree that in the event a national health plan is implemented during the term of this Agreement which impacts on the ability of the state to pay or employees to receive the incentive payments outlined in Article 43, Section A-1, the parties will reopen the Agreement for negotiations on the impact of that plan.

Letter of Understanding
Article 43

AIDS RIDER TO HEALTH PLAN

The parties agree to review in the Joint Health Care Committee the Blue Cross/Blue Shield AIDS rider which was discussed during negotiations. Upon mutual agreement it will be offered to employees with the cost of the rider to be paid by the employee.

Letter of Understanding
Article 53
Drug Testing

The parties agree that in the Department of State Police, Motor Carrier Officer Recruits shall be subject to a six panel drug test once during recruit school.

Letter of Understanding

Implementation of the Family and Medical Leave Act

Except as otherwise provided by specific further agreement between the undersigned exclusive representative and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "Act") as may be amended and its implementing Regulations as may be amended which took effect on April 6, 1995, for the Labor & Trades and Safety & Regulatory Bargaining Units.

When an employee takes leave which meets the criteria of FMLA leave, the employee may request to designate the leave as FMLA leave or the Employer may designate such leave as FMLA leave. This applies when the employee requests an unpaid leave or is using applicable leave credits.

1. Employee Rights. Rights provided to employees under the terms of the collective bargaining agreement are not intended to be diminished by this Letter of Understanding. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.
2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the applicable collective bargaining agreement.
3. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of twelve (12) work weeks of FMLA leave during the twelve (12) month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve (12) month period begins the first time leave is taken after completion of any twelve (12) month period.
4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve (12) work weeks during a twelve (12) month period for one or more of the following reasons:
   a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter (parental leave);
   b. Because of the placement of a son or daughter with the employee for adoption or foster care (parental leave);
   c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act (family care leave);
   d. Because of a serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee (medical leave).
5. Information to the Employer. In accordance with the Act, the employee, or the employee's spokesperson if the employee is unable to do so personally, shall provide information for qualifying purposes to the Employer.
6. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U.S. Department of Labor has issued its final regulations implementing the Act effective April 6, 1995. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the Union and opportunity for the Union to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law.

7. Complaints. Employee complaints alleging that the Employer has violated rights conferred upon the employee by the FMLA may be taken to the Appointing Authority, its designated representative or to the U.S. Department of Labor. However, complaints involving the application or interpretation of the FMLA or its Regulations shall not be grievable under the collective bargaining agreement.
8. Eligible Employee. For purposes of FMLA family care leave, eligible employees are those employees who have been employed by the Employer for at least twelve (12) months and have worked at least 1,250 hours in the previous twelve (12) months. An employee's eligibility for contractual leaves of absence remain unaffected by this Letter of Understanding, however, such leaves will count towards the employee's FMLA leave entitlement after the employee has been employed by the Employer for at least twelve (12) months and has worked 1,250 hours during the previous twelve (12) month period. Where the term "employee" is used in this Letter of Understanding, it means, "eligible employee". For purposes of FMLA leave eligibility "employed by the Employer" means "employed by the State of Michigan."
9. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled under the Act to a combined total of twelve (12) work weeks of FMLA leave during a twelve (12) month period.
10. General Provisions.
    a. Time off from work for a qualifying purpose under the Act ("FMLA leave") will count towards the employee's unpaid leave of absence guarantees as provided in the collective bargaining agreement. Time off for family care leave will be as provided under the Act.
    b. Employees may request and shall be allowed to used accrued annual or personal leave to substitute for any unpaid FMLA leave.
    c. The Employer may designate a Leave of Absence under Plan C of the Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA leave if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act, prior to the end of the leave. A Plan A reduced work schedule under the VWSAP may be designated by the Employer as an FMLA leave, if the employee provides information to the employer that the leave is for a qualifying purpose under the Act.
    d. Employees may request to use accrued sick leave to substitute for unpaid FMLA leave for the employee's own serious health condition or serious health condition of the employee's spouse, child, or parent.
    e. The Employer may temporarily reassign an employee to an alternative position in accordance with the collective bargaining agreement when it is necessary to accommodate an intermittent leave or reduced work schedule in accordance with the Act. Upon completion of an FMLA leave, employees shall be returned to their original positions in accordance with the Act.
    f. Second or third medical opinions, at the Employer's expense, may be required from health care providers where the leave is designated as counting against an employee's FMLA leave entitlement in accordance with the Act.
    g. Return to work from an FMLA leave will be in accordance with the provisions of the Act and the collective bargaining agreement.
11. Insurance Continuation. Health Plan benefits will continue in accordance with the Act. However, contractual Health Plan benefits are not intended to be diminished by this provision.
12. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave during a twelve (12) month period, granted pursuant to the collective bargaining agreement, may count towards an eligible employee's FMLA leave entitlement.
13. Annual Leave. When an employee elects to use annual or personal leave, and it is determined, based on information provided to the Employer by that employee or that employee's spokesperson if the employee is unable to do so personally (in accordance with the Act), that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:
    a. To substitute for an unpaid intermittent or reduced work schedule; or
    b. When the absence from work is intended to be for five (5) or more work days.
14. Sick Leave. An employee may elect or the Employer may require the employee to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that an employee exhaust sick leave before a personal medical leave commences shall continue.

In addition, an employee will be required to exhaust sick leave credits down to eighty (80) hours before a FMLA family care leave commences. If it is determined, based on information provided to the Employer by that employee or that employee's spokesperson if the employee is unable to do so personally (in accordance with the Act), that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's twelve (12) work week FMLA leave entitlement if the time is either:

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

15. Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. An employee's entitlement to parental leave will expire and must conclude within twelve (12) months after the birth, adoption, or foster care placement of a child. However, in accordance with the Act, an eligible employee is only entitled to up to a total of twelve (12) work weeks of leave for foster care placement of a child. Up to twelve (12) work weeks of leave will be counted towards the FMLA leave entitlement. An employee may elect to substitute annual or personal leave for any portion of the unpaid parental leave. Intermittent or reduced work schedules may only be taken with the Employer's approval.
16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a light duty assignment in lieu of continuing on FMLA leave, the employee's right to restoration to the same or an equivalent position, is available until twelve (12) weeks have passed within the twelve (12) month period including all FMLA leave taken and the period of light duty.

Letter of Understanding
State Worker 4

The parties agree that employees assigned to the State Worker 4 classification in the Labor and Trades and Safety and Regulatory bargaining units will be paid in the range NERE 098P of the Compensation Plan. Issues related to State Worker 4 Compensation in the Department of Natural Resources are a proper subject of discussion at Departmental Labor/Management Meetings.

Employees in the bargaining units classified as State Worker 4 will be paid within the range as determined by the departmental employer. These rates are not to be considered as steps in a pay range, and State Worker 4's do not advance through a pay range based on hours of service. Any negotiated across the board pay increase will not be applied to these pay rates unless mutually agreed otherwise. State Worker 4's are temporary (non-career) employees and are not normally eligible for any benefits, as listed in Appendix C. Should any State Worker 4 exceed 1040 hours of work in a calendar year, the parties will meet to address the issue of employee benefits.

Letter of Understanding
Cafeteria Benefits Plan

During 1992 negotiations between the State of Michigan and the MSEA, the parties agreed that a Cafeteria Benefits plan will be offered for all Bargaining Unit members beginning FY1993-94. The Cafeteria Benefits Plan will be offered to all Bargaining Unit members during the annual enrollment process conducted during the summer of 1993 and will be effective the first full pay period in October, 1993 or as soon thereafter as administratively possible.

The Cafeteria Benefits Plan will consist of the group insurance programs and options available to Bargaining Unit members during FY1992-93 with three exceptions: (1) Financial incentives will be paid to employees selecting HMO or a new Catastrophic Health Plan rather than Standard Health Plan coverage; (2) A financial incentive will be paid to employees selecting a new Preventive Dental coverage rather than the Standard State Dental Plan; and (3) Employees will have a new option available under life insurance coverage (one times salary or $50,000 rather than two times salary). Premium splits in effect during FY1992-93 will continue during FY1993-94, FY1994-95 and FY1995-96.

The parties discussed the manner in which employees will make individual benefit selections under the Cafeteria Benefits Plan and Enrollment Form to communicate: The benefit credits given to each employee; any current individualized enrollment information on file with the Employer; and the benefit selections

available including costs or price tags. Changes in benefit selections made by employees may be made each year during the annual enrollment process or when there is a change in family status as defined by the IRS.

During FY94, financial incentives to be paid are: $125 to employees selecting HMO coverage; $1300 to employees selecting Catastrophic Health Plan coverage; and $100 to employees selecting the Preventive Dental Plan. 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 FY94 will receive $1300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan. Incentives to be paid will be determined in conjunction with the annual rate setting process administered by the Department of Civil Service and the State Personnel Director. The amount of the incentive to be paid to employees selecting the lower-level of life insurance coverage is based on an individual's annual salary and the rate per $1000 of coverage, and therefore may differ from employee to employee.

Financial incentives paid under the Cafeteria Benefits Plan to employees electing HMO, Catastrophic Health or Preventive Dental Plan coverage will be paid biweekly. As discussed by the parties, incentives can be taken in "cash" on an after-tax basis or directed on a pre-tax basis into the Flexible Spending Accounts or Deferred

Compensation Plans. Similarly, any additional amounts received as the result of selecting less expensive life insurance coverage will be paid biweekly.

The parties agree to meet as soon as possible following Civil Service Commission approval for the purpose of discussing disseminating information about the Cafeteria Benefits Plan.

Letter of Understanding

Incentive Payments for Cafeteria Benefits Plan

The parties have agreed on the implementation of a Cafeteria Benefits Plan which include financial incentive payments of $125 to employees selecting HMO coverage; $1300 payments to employees selecting Catastrophic Health Plan coverage; and $100 payments to employees selecting the Preventive Dental Plan. While the Agreement provides for the payments of these amounts pro0rated on a biweekly basis, the parties have discussed the payment of the $125 and $100 incentive payments in one lump sum. The parties agree that these two incentive payments will be paid in a lump sum if such an approach is applied uniformly to all eligible State employees. If such an approach is implemented, employees who receive the payment and later leave State service for any reason, or who move out of the plan for which the incentive payment was made, will be required to pay back a pro-rated portion of that payment which is the number of pay periods remaining in the fiscal year divided by twenty-six then multiplied by the amount of the payment. As an example, an employee who receives a $100 incentive payment but retires after completing thirteen pay periods of the fiscal year would have $50.

Letter of Understanding

Voluntary Work Schedule Adjustment Program

Michigan State Employees Association

Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the Program by submitting a completed standard Voluntary Work Schedule Adjustment Agreement form to his or her supervisor, a facsimile of which is attached and incorporated as part of this Agreement. Employees continue to have the right, by not submitting a standard agreement form, to not participate in any of the Program's two Plans.

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and Appointing Authority. In all other cases, once approved, the individual agreement may be terminated by the Appointing Authority

or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

Plan A. Bi-Weekly Scheduled Hours Reduction.

A.1. Eligibilty.

The parties agree that provisions of the Voluntary Work Schedule Adjustment Program Plan A shall not exclude probationary employees with at least 720 hours of satisfactory service from eligibility

The parties also agree to include a new provision within Plan A which allows for up to one-week (40 hours) leave, which may be utilized within a single pay period once during a fiscal year. Application, conditions for use and provisions for insurance, leave accruals and service credits shall be the same as currently exist under Plan A.

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

A.2. Definition.

With the approval of the supervisor and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the Agreement. The employee may enroll for a minimum of one (1) pay period. The standard hours per pay period for the employee to receive the benefits of paragraphs A.3 and A.4 below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. Time off on Plan A will be counted against an employee's twelve work week entitlement under the Federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

A.3. Insurances.

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

A.4. Leave Accruals and Service Credit.

Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the Agreement. State service credit shall remain at eighty (80) hours per pay period for purposes of longevity compensation, pay step increases, employment

preference, holiday pay, and hours until rating. Employees shall incur no break in service due to participating in Plan A.

Plan C. Leave of Absence.

C.1. Eligibility.

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

C.2. Definition.

With the approval of the supervisor and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will count against an employee's twelve work week leave entitlement under the Federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

C.3. Insurances.

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

C.4. Leave Accruals.

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

C.5. Service Credit.

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

Letter of Understanding

Human Resources Management Network (HRMN)

During negotiations in 2001 the parties reviewed changes in terminology that resulted from the implementation of the new payroll-personnel system, HRMN. The parties have elected to continue to use terminology that existed prior to the implementation of HRMN even though that same terminology is not utilized in HRMN. The parties agree that the HRMN terminology does not alter the meaning of the contract language unless specifically agreed otherwise.

An example of this are the terms "transfer, reassignment, and demotion" which are called "job change" in HRMN. The HRMN history record will show each of these transactions as a job change, however they will continue to have the same contractual meaning they had prior to the implementation of HRMN.

LETTER OF UNDERSTANDING

PRE-TAX DEDUCTION FOR PARKING

The parties have discussed the parking/transportation benefit authorized by the Internal Revenue Code, which allows employees to pay parking or transportation expenses out of pre-tax income under certain circumstances. Among the factors discussed was that taking advantage of the parking/transportation benefit reduces an employee's taxable income, and therefore could slightly reduce the amount of the employee's Social Security benefit.

The parties agree as follows:

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

and from work. Additional research is required to determine whether this benefit can be offered.

LETTER OF UNDERSTANDING

FIRE/CRASH RESCUE OFFICERS

This Letter of Understanding sets forth certain conditions of employment for permanent fulltime Fire/Crash Rescue Officers, in classification codes 4091402, 4091403 and 4091404, employed in the Michigan Department of Military and Veterans Affairs National Guard bases,

The parties recognize that because the employees covered by this Letter of Understanding permanently work a minimum of a 104 hour pay period, certain equitable changes should be made in the granting and/or accumulation of fringe benefits so as to neither advantage nor disadvantages these employees when compared to other bargaining unit employees who work the traditional 80 hours per pay period. Such changes are based upon a recognized standard of a minimum 104 hours per pay period. In recognition of this, the parties agree as follows:

1. LTD Premiums and Benefits - Based on their hours worked, employees included in this Letter of Understanding will receive proportional consideration for premiums and benefits as employees on an 80 hour standard.

2. Completed Pay Period - Under this Letter of Understanding a pay period shall be a completed pay period if, a) an employee works their regularly scheduled hours, or b) those regularly schedules hours are covered by approved leave time.
3. Paid Sick Leave - Employees covered by this letter shall be credited with 7.0 hours of paid sick leave for every completed pay period. Paid service in excess of a completed pay period will not be counted toward sick leave accumulation.

4. Paid Annual Leave:
Initial Leave Grant - Upon hire, each permanent employee shall be credited with an initial annual leave grant of sixteen (16) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.
Allowance - Subsequent to the initial leave grant, annual leave shall not be credited and available for use until the employee has completed 720 hours of paid service in the initial appointment. Paid service hours, excluding overtime, shall be credited toward completion of the initial 720 hour period. Subject to the applicable payoff cap below.

Annual Leave shall be earned for each completed pay period as scheduled according to the following:
ANNUAL LEAVE ACCUMULATION SCHEDULE

Years	Accrual	**Accumulation/Payoff**
0-1	5.3 hours per pay period	396 344
1.5 years	6.1 hours per pay period	396 344
5-10 years	6.9 hours per pay period	416 364
10-15 years	7.7 hours per pay period	435 383
15-20 years	8.5 hours per pay period	455 403
20-25 years	9.2 hours per pay period	461 409
25-30 years	10.0 hours per pay period	474 422
30-35 years	10.9 hours per pay period	474 422
35-40 years	11.7 hours per pay period	474 422
40-45 years	12.5 hours per pay period	474 422
45-50 years	13.3 hours per pay period	422
Etc.		

Paid service in excess of a completed pay period will not be counted toward annual leave accumulation. The cap on annual leave accumulation shall be 474 in accordance with the schedule above. No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating retirement benefits.
Personal Leave Grant - Permanent full-time non-Probationary employees shall receive two days of personal leave which shall equate to thirty-two (32) hours of personal leave to be used in accordance with normal requirements for annual leave usage.
5. Seniority Hours - Seniority shall be earned in accordance with The provisions of Article 11, Section A.. of the primary agreement. This provision shall be applied retroactively such that the seniority of Fire Crash Rescue Officers shall equate to their continuous service hours as recorded in the continuous service hours counter.
If the employee moves from a position that is based on a 104 hour standard to any other position that is based on an 80 hour standard, the employer shall convert seniority hours of Service in accordance with the 80 hour standard prior to such move. Annual and sick leave accumulations will remain as earned, however,

upon placement into the new position, the biweekly annual leave accrual will be based on the appropriate step in the annual leave accumulation schedule equivalent to years of service. Sick leave accrual will revert to the current 80 hour accumulation standard.

6. Continuous Service Hours - Employees will be credited with 80 continuous service hours for every completed pay period.
7. Probationary Service Ratings - Probationary service ratings shall be issued in accordance with current practice for 80 hour employees
8. Hours to Step - For the purpose of crediting time toward scheduled step increases, a maximum of 80 hours will be credited to each employee each pay period in which a minimum of 80 hours of paid service is completed.
9. Overtime Compensation - Employees shall be compensated at the overtime rate for hours worked in excess of 212 in a 28 day cycle or hours worked outside, of the employee's regular schedule. The work period is defined as 28 consecutive calendar days.
10. Holiday Pay - Employees shall receive 5.2 hours of compensatory time or cash payment per pay period in lieu of holiday pay. In even years for Election Day, employees shall receive 5.6 hours of compensatory time or cash payment per pay period in lieu of holiday pay. Requests to receive cash payment shall be submitted in writing annually, no later than August 15th, and shall become effective the first full pay period in October.
11. Temporary Military Leave of Absence - Employees shall be paid the difference between the gross military pay received and their regular rate of gross pay up to the amount the employee would normally receive based on the work schedule for that pay period. To be eligible for such payment, employees shall provide to the employer a copy of their military pay record for such period of time.
12. Shift Differential - Will not be paid to employees.
13. Longevity - Eligibility and payment shall be in accordance with the current standard and schedule for 80 hour employees in accordance with the primary agreement.
14. Lost Time - Hours which are regularly scheduled but not worked in a pay period and not covered by authorized Leave shall be considered lost time.

For Seniority Hours.- Lost time will be reflected on an hour-for-hour basis.
For Continued Service: For each 1.3 hours (or fraction thereof) of lost time, 1 hour (or appropriate fraction thereof) of lost time will be deducted from the employee's 80 hour counter, longevity counter, hours to step, service rating hours, and annual leave probation hours for that pay period.

15. Retirement - In accordance with State Employees Retirement Act
16. Reopener - This Letter of Understanding is subject to secondary negotiations.

Letter of Understanding
BETWEEN
MICHIGAN STATE EMPLOYEES ASSOCIATION
And
The Department of Natural Resources – Safety and Regulatory Unit
And Office of the State Employer

The parties agree that employees in Seasonal positions will be allowed to place their names on the appropriate transfer list to be considered for full-time permanent positions at their current worksite. The application of the transfer process will continue to adhere to Article 13 of the contract and it's identified parameters.

Letter of Understanding
Motor Carrier Compensation

The parties have discussed the impact of the eighteen month probationary period on the compensation of Motor Carrier Officers. It is the intent of the parties to maintain the same pay progression that existed prior to the implementation of the eighteen month probationary period. The parties therefore agree to have the end of one year step in schedule A02-009 be equal to the end of one year step in schedule A02-009 E10. The parties further agree that a Motor Carrier Officer 09 will receive no additional increase based on their reallocation to the Motor Carrier Officer E10 level after 18 months of satisfactory service. Thereafter, progression through the schedule will continue in accordance with current practice.

Letter of Understanding

Motor Carrier and State Property Security Officer Recruit School

The nature of training of Motor Carrier Officer (RCRT) 9's and State Property Security Officer 7's at the Michigan State Police Academy mandates the scheduling of at least twenty-four (24) hours per week in overtime. It is therefore agreed that the compensation paid to a Motor Carrier Officer (RCRT) 9 and State Property Security Officer (RCRT) 7 while in recruit school shall include base wages plus compensation for overtime at the rate of time and one-half (1 ½) as provided in this Agreement. The overtime earned prior to the completion of recruit school shall not be less than twenty-four hours times the number of weeks of recruit school, or the Employer agrees to pay the difference between overtime worked and the aforementioned amount. In the event that a Motor Carrier Officer (RCRT) 9 or State Property Security Officer (RCRT) 7 leaves employment prior to completion of recruit school, the overtime payment shall equal twenty-four hours times the number of weeks actually in attendance at the recruit school. Only completed weeks shall be counted in its computation.

Letter of Understanding

BANKED LEAVE TIME PROGRAM FY 2005

1. Eligibility.

   Permanent and limited-term, full-time, part-time, seasonal, and intermittent, probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program) known as Part B hours under the State's Annual and Sick Leave Program. Non-career employees are not eligible to participate in the Program.

2. Definitions and Description of Program.

   An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's base pay shall be reduced by four (4) hours per pay period for full-time employees and by a pro rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

3. Hours Eligible for Conversion to Program.

   The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of the Program, an employee shall not be able to accumulate in excess of 188 BLT hours. Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as Part A hours under the Annual and Sick Leave Program. The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as regular annual leave, pursuant to Article 39.

4. Timing of Conversion of Unused Program Hours.

   Upon an employee's separation, death or retirement from state service, unused BLT hours shall be contributed by the State to the employee's account within the State of Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan. Such contributions shall be treated as non-elective employer contributions, and shall be calculated using the product of the following: (i) the number of BLT hours and, (ii) the employee's base hourly rate in effect at the time of the contribution. If the amount of a projected contribution would exceed the maximum amount allowable under Section 415 of the Internal Revenue Code (when combined with other projected contributions that count against such limit), the State shall first make a contribution to the employee's account within the State of Michigan 401(k) plan up to the maximum allowed, and then make the additional contribution to the employee's account within the State of Michigan 457 plan.

5. Insurances, Leave Accruals and Service Credits.

   Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will continue as if the employee had received pay for the BLT hours. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is enrolled will not be changed as a result of participation in the Program. Employees shall incur no break in service due to participation in the Program. Subject to legislative approval, the Program is not intended to have an effect on the Final Average Compensation calculations under the State's Defined Benefit Plan nor the salary used for employer contribution calculations under the State's Defined Contribution Plan.

6. Relationship to Plan A and Plan C.

Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

7. Term.

The Program shall be effective beginning with the first full pay 0period in January 2005, and continuing through the end of the pay period beginning October 9, 2005. The pay reduction and accrual provisions of the Program shall be in effect through the pay period ending October 22, 2005. There shall be no further BLT for the remaining term of the contract.

NO LAYOFF GUARANTEE

The Employer agrees that no employee in the Labor and Trades or Safety and Regulatory Bargaining Units will be indefinitely or temporarily laid off under provisions of Article 12 Layoff and Recall during fiscal year 2005. In the unanticipated event that it becomes necessary to conduct indefinite or temporary layoffs, the Employer shall inform the Union as early as possible, but not less than thirty (30) calendar days in advance of the layoffs, and discuss upon request the potential impact upon unit employees caused by such layoffs. Following Employer notice of any such layoffs and upon request of the Union, employee participation in the Banked Leave Time program will be suspended for the remainder of the fiscal year, beginning with the first pay period following such notice. All accrued Banked Leave Time hours shall remain subject to the provisions of the letter of understanding.

Letter Of Understanding

ARTICLE 12, SECTION A

Through the expiration of this Agreement, December 31,2 007, the Employer agrees not to assert or exercise its rights, if any, related to reduction of hours of employment under Article 12, Section A. This Letter of Understanding shall not be construed as an admission by the union of any right of the employer to reduce hours of employment nor as an admission by the employer of the absence of any such right.

For The Union For The Office Of The State Employer

Letter Of Understanding

ARTICLE 22 – CONTAGIOUS DISEASES

The Employer acknowledges that the issue of contagious diseases and exposure to communicable diseases is of significant concern to MSEA bargaining unit employees. The parties agree that the Employer shall abide by the recommendations of CDC and MIOSHA and any appropriate local health department related to contagious diseases.

The Employer agrees to provide information to the MSEA as appropriate and in accordance with applicable statutes.

Letter Of Understanding

In order to promote the safe handling and storage of firearms, the departmental employer shall reimburse employees, required to carry a firearm in the course of their duties, for costs related to securing and storing a department issued firearm. This one time reimbursement shall be for actual costs and shall not exceed $100.00.

Letter Of Understanding

ARTICLE 43, SECTION A

Effective October 1, 2005, a new base step will be added to each level of each pay range which shall be the current base step minus the difference between the current base step and the first step. In the event that the creation of such a new base step results in an employee employed in these bargaining units on the effective date of

this agreement being placed at a lower pay rate upon promotion that they would have received under the pay range structure in place on September 30, 2005, the Employer will utilize provisions of Civil Service Regulation 5.01 Section 3.d.a(3) to grant an additional step.

Letter Of Understanding

ARTICLE 47

The parties agree that upon appointment to a different classification series, movement into or within the bargaining unit, in those circumstances where the employees does not meet the experience requirements for the journey (experienced) level, the employee's rate of pay shall be maintained at the previous rate of pay until the employee becomes eligible for the experienced level of the new classification series, provided the previous rate of pay does not exceed the maximum of the new experienced level class. In such cases the employee shall be paid at the maximum of the new experienced level class.

Letter Of Understanding

ARTICLE 53

DRUG AND ALCOHOL TESTING

The Office of the State Employer, and the Michigan State Employees Association agree to the following decreases/increases for random drug and alcohol testing:

Effective February 2005, the random selection test pool will be decreased from 15% (fifteen) to 10% (ten). Using calendar year 2004 as a base, if there is an increase in the percentage of positive test results, the Employer reserves the right to increase the testing percentage back to 15% (fifteen). If there is a decrease in the percentage for positive results, the Office of State Employer will meet with MSEA within 30 (thirty) days of the date percentage data is provided to MSEA to discuss potential further reductions in the percentages of employees to be randomly tested.

The Office of State Employer will submit data on testing percentages no later than march 1, 2006.

Letter of Understanding

Flexible Compensation Plan

The parties have discussed the Stored Value Debit Card which is offered as an optional program by the State's flexible spending account third party administrator, Fringe Benefit Management Company (FBMC). The Stored Value Debit Card enables employees' to use the card to pay co-pays and deductibles for health, drugs, dental and vision instead of paying case and waiting for reimbursement from their accounts. The employee must still submit a claim form with appropriate documentation except when the Card is used for drug co-pays at a pharmacy which accepts the card. Currently there is a $10.00 annual fee for employees who choose to participate in the program and a $.50 fee per transaction. The employee will be responsible for the annual fee. The Employer agrees to pay the transaction fees for employees electing to participate in the program.

The parties agree that this program will be made available to bargaining unit employees on a voluntary basis effective January 1, 2004. The program will be publicized during the open enrollment period.

For The Union For The Employer

John Denniston David Fink