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ARTICLE 1
PREAMBLE

SECTION 1. COLLECTIVE BARGAINING AGREEMENT.

This Agreement was entered into on the 1st day of November, 2004, at Lansing, Michigan, by and between Human Services Support Unit of Local 517-M, Service Employees International Union, AFL-CIO, CLC (hereinafter referred to as the Union), and the State of Michigan and its principal departments and agencies covered by this Agreement (hereinafter referred to as the Employer) represented by the State Employer, and became effective on January 1, 2005, upon approval by the Civil Service Commission.

Non-economic provisions in this Agreement shall be effective according to their terms upon approval by the Civil Service Commission. Economic provisions in this Agreement shall be effective on the date specified in the applicable Article. No provision in this Agreement shall apply retroactively unless specified in the applicable Article.

SECTION 2. PURPOSE AND INTENT.

It is the purpose 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. Except as prohibited by the Civil Service Rules and Regulations, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting rules, regulations, and interpretive letters of the Civil Service Commission and Department pertaining to wages, hours, and terms and conditions of employment; and (2) conflicting rules, regulations, practices, policies and agreements of or within Departments/Agencies pertaining to terms and conditions of employment.

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 Employer and the Union and approved by the Civil Service Commission.

No individual employee or group of employees acting independently of the Union may alter, amend, or modify any provisions hereof.

ARTICLE 2
RECOGNITION

The Employer recognizes the Human Services Support Unit of Local 517-M, Service Employees International Union, AFL-CIO, CLC, as the exclusive representative and sole bargaining agent for all employees in the Human Services Support Bargaining Unit (hereinafter referred to as the Bargaining Unit) with respect to wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Michigan Civil Service Rules and Regulations and/or other applicable rules, regulations, statutes, or decisions.

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

The Union recognizes the State Employer as the exclusive representative of the State of Michigan authorized to conduct primary level negotiations and enter into agreement on conditions of employment for all employees in the Bargaining Unit, in accordance with Civil Service Rules and Regulations.

ARTICLE 3
INTEGRITY OF THE BARGAINING UNIT

SECTION 1. BARGAINING UNIT WORK PERFORMED BY NON-BARGAINING UNIT EMPLOYEES.

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. 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 the Bargaining Unit except in the case of a valid, documented temporary emergency, or when a Bargaining Unit employee is not available to perform the work, but in no event shall such assignment be made if the assignment has the effect of reducing or eroding the Bargaining Unit.

Nothing in this Agreement shall preclude the Employer from continuing to utilize student programs (including Veteran Work Study), provided that such employees shall not displace Bargaining Unit employees or prevent the recall of laid off Bargaining Unit employees.

The Employer shall provide notification, in writing and via e-mail to the Union, no less than ten (10) weekdays prior to implementation, when utilizing these employees. Such notification shall include the:

A. Number of employees involved;

B. Duration of employment;

C. Location of employment;

D. Job duties to be performed.

The parties will adhere to all rules and regulations of any student program utilized.

SECTION 2. BARGAINING UNIT WORK PERFORMED BY SUPERVISION.

Supervisory employees shall not perform Bargaining Unit work except in the case of training (including demonstrating the proper method of completing the task assigned), valid, documented temporary emergency, or whenever an assigned Bargaining Unit employee is not available to perform the work.

SECTION 3. NEW AND ABOLISHED CLASSIFICATIONS.

The parties shall notify each other at least thirty (30) days in advance of recommendations by either party to re/establish or abolish any Bargaining Unit job classifications, or changes in classification job specifications, and/or pay ranges. In the case of establishing or assigning a pay range for any re/established classification, the Employer shall upon request meet and discuss with the Union the appropriate pay range for said classification.

SECTION 4. TECHNOLOGICAL CHANGES.

The Union recognizes the Employer's right to implement technological changes in the work performed by Bargaining Unit employees. The Employer shall give reasonable advance notice (in no case less than thirty (30) days) to the Union of the Employer's intent to implement such changes. This notice shall include sufficient information in order for the Union to be able to make a proper evaluation of the impact, if any, on Bargaining Unit employees.

When, as a result of technological changes, new classes are established to perform Bargaining Unit work, the Employer agrees that the parties shall recommend jointly to the Civil Service Department and Commission that such new classes be included in the Bargaining Unit.

SECTION 5. SUBCONTRACTING.

Whenever the Employer intends to contract out or subcontract services, the Employer shall, as early as possible but at least fifteen (15) calendar days prior to the implementation of the contract or subcontract, give written notice of its intent to the Union. Such 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 notice shall include such matters as:

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

B. The proposed duration and cost of such subcontracting; and

C. The rationale for such subcontracting.

In case of preauthorized contractual services, item C above need not be provided; however, the Employer agrees to meet with the Union, upon request, should the Union have questions regarding the information provided.

The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such subcontracting upon Bargaining Unit employees.

The Employer shall also provide the Union, upon written request, information necessary to monitor the implementation, including costs, of the contract or subcontract. 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.

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

ARTICLE 4
UNION SECURITY

SECTION 1. AGENCY SHOP

A. For the duration of this Agreement, the provisions of this Article shall be deemed valid to the extent permitted by the Michigan Civil Service Rules and Regulations.

B. Dues deduction. Upon receipt of a unit member's completed and signed authorization for payroll deductions of membership dues form as provided by the Union and subject to the provisions of paragraph C (1) below, the Employer will deduct those dues required as a condition of maintaining membership in the Union in good standing.

C. The authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the unit member's Appointing Authority personnel office. New authorization cards must be submitted by the 9th day of any pay period for deduction to be made the following pay period.

1. Deduction will be made only when the unit member is due sufficient biweekly earnings to cover the dues amount after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal income tax; State income tax; local and/or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled unit member's share of insurance premiums.

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

D. No unit member shall be required as a condition of continued employment with the State to join the Union.

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

1. The service fee shall be the uniform membership dues reduced by any fees, charges, and/or assessments involving contributions for any political purposes whatsoever; and shall represent only the unit member's proportionate share of the Union's costs germane to collective bargaining, contract administration, grievance adjustment, and any other cost necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employee in dealing with the Employer on labor-management issues.

2. The service fee obligation shall be fulfilled by the unit member signing, dating, and submitting to the Employer an authorization for service fee payroll deduction form as supplied by the Union.

3. The payment of a service fee to the Union as a condition of continuing employment shall not take effect until the Union notifies the Employer of the amount of the service fee to be deducted.

F. Compliance Procedure. The Employer shall automatically deduct from an employee's pay check and tender to the Union a service fee as provided in Section E after the following:

1. After thirty (30) days from date of the employee's hire, the Union 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 in good standing and/or to tender the required service fee.

2. 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.

3. 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 Service Fee" card after the above, the Union may request automatic deduction by notifying the Employer, with a copy to the employee, certified mail, return receipt requested. "Authorization for Service Fee Payroll Deductions" (see Appendix B-2).

4. 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 Union.

G. Revocation. Nothing in this Article shall prohibit a unit member from terminating any dues deduction authorization at any time. Such revocation shall not serve to waive the unit member's obligation to the Union as specified in Paragraph E of this Article.

H. Objection 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 Union 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 Union within 30 calendar days. The Union shall consolidate all objections and shall initiate arbitration under the "Rules For Impartial Determination Of Union Fees" of the American Arbitration Association. The Union shall place in escrow any portion of the objector's service fee that is reasonably in dispute.

I. Remittance and Accounting. Dues and service fees deducted for any biweekly pay period shall be remitted to the Executive Vice President of the Union, with a list of the names of unit members for whom the deduction has been made. Upon written request, the Employer shall provide the Union a list of those unit members who have active dues deduction authorizations on file.

J. The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred

between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit, or who have made any changes in Union deductions. This report shall include the employee's name, social security number, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (Department/Agency).

K. The Employer will provide a biweekly demographic report to the Union in electronic form, containing the following information for each employee in the Bargaining Unit: the employee's name, social security number, identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (Department/Agency), TKU, Union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, unit code and hourly rate. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.

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

M. Except as required by the Civil Service Rules and Regulations, the Employer agrees and shall cause its designated agents not to illegally aid, promote, or finance any other labor or employee organization which purports to represent members of this Bargaining Unit, or make any agreements which undermine the Union with any such group or organization. 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, except that as to matters presented by such organizations which are mandatory subjects of negotiations, any changes or modifications shall be made only after negotiations with the Union.

N. 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 4 shall only be applied in accordance with applicable law.

SECTION 2. <u>BARGAINING UNIT INFORMATION PROVIDED TO THE UNION.</u>

The Employer shall provide the following information, including codes and definitions of codes, through whatever automated or other type of system currently in use.

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

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

SECTION 3. AID TO OTHER UNIONS.

The Employer agrees 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 this Bargaining Unit, or make any agreements which undermine the Union with any such group or organization.

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, except that as to matters presented by such organizations which are proper subjects of negotiation, any changes or modifications shall be made only through negotiations with the Union.

ARTICLE 5
UNION RIGHTS

SECTION 1. BULLETIN BOARDS.

The Employer shall furnish space for Union bulletin boards at locations used to house Bargaining Unit employees as mutually agreed upon, for exclusive use of the Union to enable employees of the Bargaining Unit to read materials posted by the Union. Such mutual agreement, including size, cost, and installation, shall be agreed upon at Labor Management Meetings. The Employer shall continue providing Union bulletin boards provided under prior agreement.

All materials shall be signed, dated, and posted by the designated Union Representative and may not be removed by other than the designated Union Representative unless the material is objectionable. Objectionable materials are defined as follows:

1. Partisan political literature;

2. Materials ridiculing individuals by name or obvious direct reference or;

3. Materials defamatory to the Employer.

SECTION 2. MAIL SERVICE.

The Union shall be permitted to use the Department/Agency mail distribution services, except as prohibited by law. Such mailings shall be of a reasonable size, volume and frequency, and prepared by the Union in accordance with mail policies prescribed through secondary negotiations.

Union use of the mail system shall not include any U. S. mails or other commercial or statewide delivery services used by the State as part of or separate from Department/Agency mail systems. The Union's use of the mail service shall be the responsibility of the designated Union Representative.

The Employer shall not be held liable for the delivery and security of any mailings.

SECTION 3. UNION INFORMATION PACKET.

On the first day of employment in the Bargaining Unit, or on the day tax withholding forms are signed, the Employer shall distribute to a new employee a packet of informational materials supplied to the Employer by the Union. The Employer retains the right to review the material supplied.

There shall be a system requiring an employee to sign a receipt for such informational packet. Such receipt shall be provided to the Union. Procedural details of such receipt system shall be determined promptly by mutual agreement of the Union and the Appointing Authority.

SECTION 4. ORIENTATION.

During the orientation of new Bargaining Unit employees, the Union shall be given an opportunity to have a Union Representative speak for not more than fifteen (15) minutes to provide information about the Union. At least one (1) Employer Representative may attend such orientation as an observer, but shall not participate in nor interfere with the Union presentation. The Union shall be given a minimum of five (5) calendar days written notification of the orientation meeting.

SECTION 5. UNION OFFICE SPACE.

All office space currently being used by the Union under this Section may continue to be used; however, the Employer reserves the right to require a lease or other written agreement. Such lease or agreement shall be approved by the Department of Management and Budget. No rental charge for Union office space shall be made through December 31, 2007. The Union will reimburse the State of Michigan for the Union's telephone bills associated with the Union's office.

Such premises shall be for the sole and exclusive use of the Union, and shall be provided to the Union free of charge through December 31, 2007. Access and security will be in accordance with agency or departmental rules. The Union will maintain such space in appropriate condition and in accordance with the requirements of the Employer.

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

The Union agrees to indemnify and hold harmless the Employer against orders or judgments not resulting from the negligence of the Employer, its employees or agents, issued against the Employer arising out of the Union's occupying office space.

SECTION 6. UNION MEETINGS ON STATE PREMISES.

The Employer shall provide, upon prior Union request, State conference and meeting rooms for Bargaining Unit meetings, subject to approval of the appropriate local Employer Representative. Such facilities shall be furnished

without charge to the Union. Bargaining Unit meetings on State premises shall be governed by operational considerations of the local facility.

SECTION 7. TELEPHONE DIRECTORY.

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

SECTION 8. ACCESS TO PREMISES.

Representatives of the Union shall be admitted to the premises of the Employer during working hours upon advance notice, if possible, to the appropriate Employer Representative. Such visitation shall be for the purpose of participating in Union-Management meetings, interviewing grievants, attending grievance conferences, and for other reasons related to the administration of this Agreement.

Security needs and reasonable operational requirements shall be observed by Union Representatives during such admissions to Employer premises.

SECTION 9. EXPEDITED RESOLUTION OF DISPUTES.

Where the Employer believes that objectionable materials, as defined in Section 1 of this Article, have been prepared in Union office space, posted on bulletin boards, distributed through the Department/Agency mail service, included in Union Information Packets, or presented at orientation, it shall not interfere with such preparation, posting, inclusion, or presentation. Rather, the involved Employer supervisor shall promptly schedule a conference with the designated Union Steward for the affected work location.

If the dispute is not resolved, the affected Appointing Authority shall promptly schedule a conference with a Union Representative with authority to bind the Union for the purpose of resolving the dispute. The Representative of the Appointing Authority at the conference shall have authority to bind the Appointing Authority.

If the dispute is not resolved and the Appointing Authority still determines the materials objectionable, it may then, as applicable: a) remove the disputed posted material; b) suspend the distribution of the disputed material through the Department/Agency mail service; c) exclude the disputed material from Union information packets; or d) require exclusion of the disputed statements from presentations at orientation. The Union may grieve such action directly to an arbitrator for expedited and final and binding resolution of the dispute. The parties shall endeavor to stipulate to all material facts. Any hearing, if necessary, shall be conducted, arguments submitted, and the Arbitrator's decision rendered within fifteen (15) days.

The American Arbitration Association expedited arbitration procedure shall be used.

ARTICLE 6
MANAGEMENT RIGHTS

It is agreed that, except as limited by this Agreement, the management of Departments and Agencies in the Bargaining Unit shall inhere in the Employer. Management rights include, but are not limited to, the right, without engaging in negotiations, to:

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 in accordance with this Collective Bargaining Agreement; and in cases of temporary emergency, to take whatever action is necessary to safeguard employees in accordance with MIOSHA Safety Standards, and carry out the Agency's mission.

Make reasonable work rules which regulate performance, conduct, and safety and health of employees, provided such work rules shall be reduced to writing and furnished to the Union at least ten (10) work days in advance of their effective date. Additionally, work rules will be made available to each Bargaining Unit employee subsequent to the Union's review and prior to their effective date.

This Agreement, including its supplements and exhibits attached hereto (if any), concludes all primary negotiations between the parties during the term hereof and satisfies the obligation of the Employer and the Union to bargain during the term of this Agreement, except as otherwise provided in this Agreement. The Union 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 Civil Service Rules and Regulations.

The parties agree that by mutual agreement they may reopen for negotiations any portions of this Agreement.

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.

ARTICLE 7
UNION BUSINESS

SECTION 1. TIME OFF FOR UNION BUSINESS.

To the extent that attendance for Union business does not interfere with the Employer's operation, properly designated Union Representatives, regardless of shift assignment, shall be released and allowed time off without pay for legitimate Union business. Approval for such time off shall not be unreasonably denied.

Employees who have been granted time off without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Union business. Such time off shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work.

A properly designated Union Representative shall notify and receive approval from his/her supervisor on each occasion before engaging in Union business authorized by this Agreement. Such notice shall be furnished at least two (2) weekdays in advance of the date that work schedules must be established in accordance with Article 15, Section 4, of this Agreement, except as mutually agreed to locally on a case-by-case basis.

In addition to the notice from the employee required above, the Union President or his/her designee shall also provide, at least two (2) weekdays in advance of the date that work schedules must be established in accordance with Article 15, Section 4, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by the Union to attend such functions. In emergency situations, the Employer may authorize a variance from this procedural requirement.

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 Union President or his/her designee.

SECTION 2. ANNUAL LEAVE BUY BACK.

An employee may utilize any accumulated time (holiday, compensatory, annual) in lieu of taking such time off without pay, as provided for in Section 1 of this Article. When the employee elects to utilize annual leave credits, the Union may "buy back" such credits with the following restrictions:

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

B. The Union may reinstate such 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. The Union shall

furnish to the Department the net amount of refund (gross salary less employee's Federal, State, and city withholding tax deductions and social security tax). This provision shall be administered in compliance with applicable tax statutes.

C. The Union shall be allowed to exercise the option of reinstating such credits for any one employee no more than six (6) times each fiscal year.

SECTION 3. ADMINISTRATIVE LEAVE.

Subject to the operational needs of the Employer and in accordance with the provisions below, employees in this Bargaining Unit shall be released and permitted time off without loss of pay or benefits during scheduled working hours for Union business, subject to the following conditions:

A. The administrative leave provided in this Section shall be the only administrative leave for Union business that may be utilized by any employee in this Bargaining Unit.

B. An Administrative Leave Bank is established based on three hundred (300) hours of administrative leave for each one thousand (1,000) employees or proportion thereof in the Bargaining Unit. Such bank shall be computed on the basis of the number of employees in the Bargaining Unit who are on active payroll status at the end of the first pay period in January of each calendar year. The bank shall be allocated to departments having employees in this Bargaining Unit as specified annually by the Union to the Office of State Employer. The Union may amend the allocation to departments of their choice up to four (4) times during the calendar year and additional times upon request during years of primary negotiations.

Such administrative leave which is not used may be carried forward to other years to cover absences from regularly scheduled work activities authorized by this Section.

The Employer shall furnish the Union with the names of the employees in the Bargaining Unit counted for purposes of establishing and computing such Administrative Leave Bank.

Such administrative leave shall be granted only in one-half (½) hour increments or more.

Approval for such time off shall not be unreasonably denied.

Such administrative leave shall not be treated as hours worked for the purposes of computing daily overtime premium.

It is agreed that the Administrative Leave Bank provided herein replaces the Administrative Leave Bank granted in the Civil Service Commission Rules and Regulations.

The Departmental/Agency Employer shall provide the Union with an annual report on the number of hours utilized from the bank during the preceding calendar year.

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

C. An Administrative Leave Bank shall be established based on seven (7) hours of administrative leave for every ten (10) employees in this Bargaining Unit at the end of the first pay period in January of each calendar year. The Employer agrees to furnish the Union with the names of employees in this unit that were counted in establishing this bank. The hours in this bank may only be used within the calendar year in which they are granted and shall not be carried forward from one year to another. This bank shall be renewed annually on a calendar year basis. On a case-by-case basis, the parties may agree to additional hours for this bank.

This bank shall be for use by a Union official to provide for contract administration activities. The Union shall notify the Employer in writing of the name and department of such official who is entitled to use this bank. In the event that the named Union Representative's absence from the work place would create serious operational problems for the Employer, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designation of an alternative representative by the Union.

Provisions for notice of use of hours from this bank shall be mutually agreed to by the parties.

Time from this bank is intended to be used to resolve problems and to further a mature labor-management relationship. It is not intended to be used by the Union official for representation activities in work areas. If the time is used to meet with employees, such employees shall not be on work time.

For the purpose of seniority accrual, time spent by such employee shall be considered as time worked unless prohibited by applicable legislation. Nothing in this Subsection is intended to limit the time spent in bilateral activities pursuant to Article 8.

D. An administrative leave bank of 2,088 hours shall be established on January 1 of each year to be used by any employee in this Bargaining Unit who is a duly elected member of the State of Michigan AFL-CIO Executive Council and/or serving on the State of Michigan AFL-CIO Standing Committee on Unemployment Insurance as appointed by the President of the State of Michigan AFL-CIO, within five (5) days after such election or appointment (or if already elected or serving, within five (5) days after the effective date of this contract). The Union will furnish to the State Employer in writing the name and department of such employee. Notification of any change in membership of the AFL-CIO Executive Council and/or the Standing Committee on Unemployment Insurance shall also be in writing to the State Employer within five (5) days after such change.

Any such administrative leave, which is not used, may not be carried forward to other years.

E. A duly elected member of the Human Services Support Unit of SEIU Local 517-M Executive Board (not to exceed one (1) in this Bargaining Unit) shall be granted time off without loss of pay to prepare for and attend meetings of the Executive Board. Such time shall not exceed two (2) days per executive board meeting or twelve (12) days per year. Provisions for notice to the Employer of such member's intent to prepare for and attend Executive Board Meetings shall be mutually agreed to by the parties.

ARTICLE 8
REPRESENTATION AND TIME OFF WITHOUT LOSS OF PAY

SECTION 1. BARGAINING COMMITTEE.

Employees in the Bargaining Unit shall be represented by the Union in primary and secondary level negotiations in accordance with this Section. Authorized Bargaining Committee Representatives shall lose no pay or benefits for participating in negotiations authorized by this Section.

A. Primary Negotiations.

The Primary Bargaining Committee shall be designated by the Union and shall consist of not more than eight (8) persons per session excluding non-State employees. State employee designations shall be provided to the State Employer in writing at least fourteen (14) days prior to the first negotiation session. Primary Bargaining Committee Representatives shall be employed in a classification in the Bargaining Unit. Each properly designated Bargaining Committee Representative shall be granted administrative leave for all approved time related to primary negotiations.

B. Secondary Negotiations.

The Secondary Bargaining Committee shall be designated by the Union and shall consist of not more than five (5) persons in the Unemployment Agency (hereinafter referred to as UA) and four (4) persons in the other Departments. Secondary Bargaining Committee Representatives shall be employed in a classification in the Bargaining Unit in such Department to which secondary negotiations pertain, except that in Departments other than UA, up to two (2) Secondary Bargaining Committee Representatives may be employed in another Department. Written notice of the names of unit employees designated by the Union shall be supplied to the relevant Departmental Employer at least seven (7) days prior to the first negotiating session.

SECTION 2. UNION ACTIVITIES DURING WORKING HOURS.

Employees shall be released and allowed time off, subject to Civil Service Rules and Regulations, without loss of pay or benefits during working hours to attend grievance conferences, Labor-Management Meetings, committee meetings, and activities established by this Agreement, or meetings or conferences called or agreed to by the Employer or the Department of Civil Service (including the Civil Service Commission), if such employees are entitled by the provisions of this Agreement to attend such meetings by virtue of being Union representatives, Chief Stewards, Stewards, Alternate Stewards,

witnesses, and/or grievants except in the case of emergency if an employee is not released to attend such meetings in accordance with the provisions of this Agreement, the Union may request the appropriate authority to postpone and reschedule such meeting. In those cases where the Union makes such a request, the Employer shall grant or concur in such request.

SECTION 3. GRIEVANCE REPRESENTATION.

The Chief Steward, Steward, or Alternate Steward in the jurisdictional area of the grievant are authorized to represent the grievant at Steps One (1) and Two (2) of the grievance procedure without loss of pay or benefits. Beginning at Step Three (3), the Union may designate its Representative.

SECTION 4. JURISDICTIONAL AREAS.

The jurisdictional areas for Stewards, Alternate Stewards, and Chief Stewards shall be determined by the Union. Said Representatives shall be employed in the jurisdictional area for which they have responsibility.

In a jurisdictional area where no Steward or Alternate Steward has been selected, and in those cases when a Steward or Alternate Steward is not available (for example, the Steward or Alternate Steward is on vacation or ill), a Chief Steward, Steward, or Alternate Steward as designated by the Union may perform the representational activities authorized by this Agreement. The Union will make every effort to utilize a Steward from the geographically nearest work location.

The Union agrees to make a positive effort to select a Steward at all work locations.

SECTION 5. STEWARDS.

The Union may select Stewards and Alternate Stewards to represent employees in the Bargaining Unit. Stewards and Alternate Stewards shall be members of the Bargaining Unit.

SECTION 6. CHIEF STEWARDS.

The Union may select up to ten (10) Chief Stewards. The Union may designate eight (8) Stewards on a trial basis. The termination of such trial basis shall be at the discretion of the Union.

Chief Stewards shall be members of the Bargaining Unit.

SECTION 7. NOTICE TO THE EMPLOYER.

The Union shall furnish to the Appointing Authority and the State Employer in writing the names and jurisdictional areas of Chief Stewards, Stewards, and Alternate Stewards within sixty (60) days after the effective date of this Agreement. Any jurisdictional area changes, or changes in the above listing of Chief Stewards, Stewards, and Alternate Stewards shall be forwarded to the Appointing Authority and the State Employer by the Union in writing as soon as such changes are made operational.

SECTION 8. RELEASE OF UNION REPRESENTATIVES.

The Chief Steward, Steward, Alternate Steward, or other Union Representative shall first notify and receive approval from his/her supervisor before leaving his/her work to engage in employee representational activities authorized by this Agreement. Such approval shall normally be granted. In the event that approval is not granted for the time requested by such Union Representative, the Union, at its discretion, may either request an alternate Union Representative or have the activity postponed and rescheduled. The Employer will make every effort to allow Union Representatives to be released for representational activities as early in the work shift as possible.

SECTION 9. ACCESS TO UNION REPRESENTATIVES.

An employee shall have reasonable access to Union representation during work hours to discuss rights and obligations provided for in this Agreement. Such discussions shall not disrupt the operations of the Employer.

When an employee desires access to a Union Representative during work hours, the employee shall notify his/her supervisor or designee, and such access shall be allowed within a reasonable length of time such that work operations are not disrupted. The Employer will make every effort to allow employees to obtain Union representation as early in the work shift as is possible.

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 1. PURPOSE.

The purpose of the grievance procedure contained in this Article shall be to provide an orderly system of resolving employee grievances in a timely manner consistent with the provisions of this Agreement. It is the intent of the parties that there shall be full discussion and consideration of grievances, based upon information available at the time of the grievance conference. The parties shall make a sincere and determined effort to settle meritorious grievances and keep the process free of unmeritorious grievances.

SECTION 2. GENERAL.

A grievance is a written complaint of violation of this Agreement or of any personnel policy, rule, regulation, procedure, condition of employment, or mutually accepted past practice alleged to be a violation of this Agreement, or a claim of discipline without just cause. In a grievance concerning past practice, mutuality shall be one of the issues for the Arbitrator if raised by either party.

Except as provided in Section 6 of this Article, an employee of the Bargaining Unit shall have the right to process a grievance through designated Union Representatives, or independently up through Step Two (2) provided that no discussion shall be had on the matter until the designated Union Representative has been afforded a reasonable opportunity to appear and present the Union's position at any grievance discussion. On grievances filed independently, the Union reserves the right to appeal to Step Three (3) if not satisfied with the Step Two (2) answer. Grievance settlements with unrepresented grievants shall not be inconsistent with the provisions of this Agreement.

When the Union through its designated representative accepts a written grievance settlement offer, processing the grievance shall end. No grievance settlement may be offered to a grievant unless the designated Union Representative is present. The Union may initiate a grievance alleging a violation in the application or interpretation of this Agreement.

Any resolution of a grievance prior to arbitration shall be without precedent unless otherwise agreed by the Union and the Employer. There shall be no appeal beyond Step Three (3) on initial probationary service ratings or dismissals of initial probationary employees which occur during or upon completion of the probationary period, except that grievances alleging prohibited discrimination against a probationary employee may be appealed by the Union to Step Four (4). Annual ratings are not appealable beyond Step Three (3). Counseling memoranda and reprimands are not appealable beyond Step Three (3).

The Union, the designated Union Representative(s), and the grievant(s) shall receive notice of the time and place of the mutually agreed upon grievance conferences, and shall have the right to appear and present the Union's position at such conferences (subject to limitations specified in Section 3 of this Article regarding group grievances and in Section 7 regarding the appearance of the grievant at Step Three (3)). At Step Three (3), scheduling notices shall be issued at least fourteen (14) calendar days prior to the grievance conference date. The Employer need not notify the grievant if the Union has exercised its right to waive the grievant's attendance at the Step Three (3) conference and has so notified the Employer.

A copy of any grievance filed by a member of the Bargaining Unit shall be provided to the Union before the Step One (1) conference is held. The Union shall also be provided with all decisions and appeals of grievances filed by members of the Bargaining Unit.

The term "weekday" as used in this Article shall be defined as Monday through Friday inclusive, excluding holidays.

SECTION 3. GRIEVANCE PROCESSING.

Grievances shall be presented in writing to the designated Management Representative on a mutually agreed upon form, if available, or by written memo, signed and dated by the grievant(s), indicating that it is a grievance. Receipt of such memo begins the time period for the Employer's response.

Prior to the scheduled meeting with management at each step of the grievance procedure, the grievant, if scheduled to attend the grievance conference, and his/her Union Representative, if a member of the Bargaining Unit, shall be permitted a reasonable amount of time, not to exceed one-half (½) hour, without loss of pay or benefits for consultation and preparation for such grievance meetings. In the UIA, nothing in this Section shall prohibit the continuation of present practices in regard to preparation for grievance conferences. Requests for time under this provision shall include the identification of the grievance for which preparation time is being requested and the estimated period of time necessary for such preparation. Overtime for participation in the grievance procedure is not authorized. The Employer is not responsible for any travel or subsistence expenses incurred by grievants, witnesses, or Stewards in participating in the grievance procedure. However, if the Employer requires a meeting location other than the grievant's scheduled work site, that location will be mutually-agreeable between the parties. No employee shall leave his/her workstation without first requesting and receiving approval of the immediate supervisor. Approval for and scheduling grievance meetings shall not be unreasonably denied.

Failure of the Employer to answer a grievance within the prescribed time limits shall result in the grievance being appealed to the next step of the grievance procedure providing the Union notifies the designated Management Representative at that next step within fifteen (15) weekdays of the expiration of the time limits for management's response at the lower level.

Time limits for scheduling grievance conferences, issuing grievance responses, and appealing to the next step may be extended by mutual agreement.

Grievances involving like circumstances and facts affecting a group of employees within the Bargaining Unit may, at the option of the Union, be filed as a group grievance. Group grievances shall be so designated at the time of filing. The group grievances shall, insofar as possible, identify all employees and/or classifications and all work locations covered. No more than two (2) grievants may appear without loss of pay or benefits to represent the group at any step of the grievance procedure. This shall not restrict the right of the Union to have necessary witnesses appear at Step Four (4).

A grievance shall state the issue involved, the relief sought, the date the incident or violation took place, and the Section(s) of the Agreement involved.

Only related subject matters shall be covered in any one grievance. A grievance may be amended at any time up to the conclusion of the Step Three (3) conference on the basis of facts previously unknown.

If a grievance appeal or response is mailed, it shall be considered as within the time limits if it is postmarked within the time limits.

At Step Two (2) and Step Three (3), up to two Union Representatives may appear at any conference or hearing, without loss of pay or benefits, to represent the grievant.

SECTION 4. WITNESSES AND DOCUMENTS.

At least ten (10) calendar days before a scheduled arbitration, the parties shall exchange the names of witnesses each plans to call to testify.

The Employer agrees to release witnesses necessary for arbitration without loss of pay or benefits. Whenever possible, witnesses shall be placed on call and return to work upon completion of their testimony, in order to minimize time lost from work.

Upon request, the parties shall receive documents or records which the other intends to present at the arbitration.

Upon written request, the Union shall within a reasonable time receive specific documents or records available from the Employer not prohibited by law, and pertinent to the grievance at hand. Discretion permitted under the Freedom of Information act shall not be impaired by this Section.

SECTION 5. RETROACTIVITY OF GRIEVANCE AWARDS.

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.

SECTION 6. EXCLUSIVE PROCEDURE.

The grievance procedure set out in this Article shall only apply to and be exclusive for all grievances 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.

SECTION 7. GRIEVANCE STEPS.

In work locations where no Steward or Chief Steward is selected because the small number or scattered distribution of Bargaining Unit employees in that location does not warrant such selection, employees have the option of waiving Step One (1) and Step Two (2) and may file grievances directly at Step Three (3). In such cases, a Chief Steward, Steward, or Alternate Steward in the jurisdictional area where the conference is to be held shall be released without loss of pay or benefits to represent the grievant at Steps One (1), Two (2), or Three (3).

Subject to the objection of the other party, a grievance may be filed at any step of the grievance procedure if the issue is not capable of being settled at a preliminary step. Grievances involving involuntary demotions, suspensions, discharges, seniority, or layoff and recall actions shall be filed directly at Step Three (3) of the grievance procedure, except that grievances involving recall of UI Examiners to temporary appointments or expiration of said temporary appointments pursuant to Article 13, Section 14, shall be filed directly at Step Two (2). Grievances involving scheduling and the return to furlough of permanent-intermittent employees pursuant to Article 19, Section 3, shall also be filed directly at Step Two (2).

Informal discussion of complaints between employees and/or Stewards and supervisors is encouraged prior to filing of written grievances.

Step One: All grievances shall be presented within ten (10) weekdays of the time the employee or the Union first became aware or, by the exercise of reasonable diligence, should have become aware of the cause of such grievance. The designated Management Representative shall meet with the grievant(s) and his/her Union Representative and attempt to resolve the grievance, and return a written response to the grievant(s) and his/her Union Representative within ten (10) weekdays of receipt of the written grievance from the grievant(s) or his/her Union Representative.

Step Two: If not satisfied with the Step One (1) answer, the grievance, to be considered timely, must be appealed to the designated Management Representative within ten weekdays from receipt of the answer to Step One (1). The designated Management Representative shall hold a grievance conference to discuss and attempt to resolve the grievance and return a written response within ten (10) weekdays of receipt of the written appeal from Step One (1). The grievant and authorized Union Representative(s) may participate in such conferences.

Step Three: If not satisfied with the Step Two (2) answer, the grievance, to be considered timely, must be appealed to the Departmental Appointing Authority or its designee within twenty-five (25) weekdays from receipt of the answer to Step Two (2). The designated Management Representative shall hold a grievance conference to discuss and attempt to resolve the grievance, and return a written response within twenty-five (25) weekdays of receipt of the written appeal from Step Two (2). The grievant and authorized Union Representative(s) may participate in such conferences. The Union, at its discretion, may waive the presence of the grievant at the Step Three (3) grievance conference.

Step Four: If not satisfied with the Employer's answer in Step Three (3), only the Union may appeal the grievance to binding arbitration, within thirty-five (35) weekdays of receipt of the Step Three (3) answer.

At the request of either party, including the State Employer, prior to a scheduled arbitration hearing, the parties shall convene a pre-arbitration conference. Such a conference will be for the purpose of clarifying and stipulating the issue(s) to be arbitrated, if possible; attempting to resolve the grievance; or for any other purpose mutually agreed to. Either party may propose a settlement of the disputed issue(s). If a settlement proposal is made, it shall be discussed and considered, but shall not be admissible at arbitration. The designated State Employer Representative, at his/her discretion, may participate in the conference. The party requesting a pre-arbitration conference shall make the request at least ten (10) weekdays prior to the scheduled hearing, unless mutually agreed otherwise in writing.

The Arbitrator shall be selected and the hearing conducted under the rules of the American Arbitration Association (AAA). Upon mutual agreement, the expedited procedure of the AAA may be utilized. The expenses and fees of the Arbitrator and the cost of the hearings room, if any, excluding a court reporter if requested by only one of the parties, will be shared equally by the parties. If one party provides a copy of the transcript for the Arbitrator, they shall also provide a copy for the other party.

Upon mutual agreement of the parties, the services of a private umpire, arbitrator, the Federal Mediation and Conciliation Service, or the Michigan Employment Relations Commission may be used to resolve grievances at this step.

The Arbitrator shall only have the authority to determine compliance with the provisions of this Agreement and remedy violations thereof. The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and Civil Service Rules and Regulations. The authority of the Arbitrator shall remain subject to and subordinate to the limitations and restrictions on subject matters and personal jurisdiction in the Civil Service Rules and Regulations. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing. However, 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.

Except as provided in Civil Service Rules and Regulations, the decision of the Arbitrator shall be final and binding on all parties to this Agreement. If possible, arbitrators will submit their opinions and awards in both printed and electronic format.

SECTION 8. ATTENDANCE AT GRIEVANCE CONFERENCES.

Attendance at and reasonable travel time to grievance conferences and arbitration by grievants and Union Representatives authorized by this Agreement shall be without loss of pay or benefits. Union Representatives outside classified employment may attend grievance conferences and hearings at the Union's discretion. Where more than one (1) Union Representative is present, the Union shall designate a chief spokesperson.

ARTICLE 10
MEETINGS

SECTION 1. LABOR-MANAGEMENT MEETINGS.

A. General.

Labor-Management Meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve problems of mutual concern to the parties. Items to be included on the agenda for such meetings are to be submitted at least seven (7) calendar days in advance of the scheduled meeting dates unless mutually agreed otherwise. Appropriate subjects for the agenda are:

(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 Bargaining Unit; employee job enrichment; and

(4) Involvement of employees in relevant work place matters including health and safety matters relating to the Bargaining Unit employees; and

(5) Improvement in the quality of work life for employees in the Human Services Support Bargaining Unit.

The parties shall be prepared for and have authority to address issues on the agenda, based upon information provided about the nature and background of the issues prior to the meeting.

Such meetings shall not be considered negotiations, nor shall they be considered as a substitute for the grievance procedure.

B. Representation.

The Union shall designate representatives to Labor-Management Meetings in accordance with this Section. For meetings in the UIA, the President shall be entitled to designate up to four (4) representatives who shall be employed in this Bargaining Unit. In all other departments, the Union shall be entitled to designate up to three (3) representatives who shall be employed in this Bargaining Unit. At least one such representative shall be employed in the relevant Department.

C. Scheduling.

Labor-Management Meetings shall be scheduled upon request of either party, but not more frequently than bi-monthly, except as may be mutually agreed on a case-by-case basis.

D. Pay Status of Designated Union Representatives.

Up to the limit established in this Article, properly designated Union Representatives to Labor-Management Meetings shall be permitted time off from scheduled work up to a maximum of eight (8) hours per meeting for necessary travel and attendance at such meetings. Overtime and travel expense are not authorized.

SECTION 2. STATE EMPLOYER.

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

SECTION 3. SPECIAL CONFERENCES.

In the event that a situation arises which requires immediate discussion and action, a Special Conference shall be convened between the parties within two (2) weekdays.

ARTICLE 11
HEALTH AND SAFETY

SECTION 1. GENERAL.

The Employer shall make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards.

SECTION 2. PHYSICAL AND MENTAL HEALTH EXAMINATIONS.

Whenever the Employer requires an employee to submit to a medical examination or test, the Employer shall pay the entire cost of such services not covered by health insurance programs, provided that the employee uses the services selected by the Employer.

SECTION 3. DAMAGE AND/OR LOSS OF PERSONAL EFFECTS.

The Employer or insurance carrier will pay the cost of repairing or replacing personal effects (possessions owned by an employee) damaged or lost in the line of duty, in accordance with applicable laws and/or regulations of the State Administrative Board in effect on the effective date of this Agreement, or as subsequently improved.

SECTION 4. SPACE FOR PERSONAL EFFECTS.

Within budgetary and space limitations, the Employer shall provide secure storage space for wearing apparel and personal property of an employee. Details for providing such space shall be negotiated at the secondary level.

SECTION 5. PERSONAL INJURY.

When an employee, while on the job, has been assaulted, and when such assault results in an injury which requires the employee's absence from work as documented by a doctor's statement, the employee shall be placed on administrative leave from the time of injury through the end of the seventh (7th) calendar day subsequent to the assault. If an employee subsequently receives Workers' Compensation payments covering the same period of time, the employee shall turn over such Workers' Compensation payments to the Appointing Authority.

The prevailing practice regarding the payment of medical costs connected with such assault not covered by health insurance programs shall apply to employees in the Bargaining Unit.

If an employee, when not on official duty, is assaulted as a result of carrying out his/her official duties, the provisions of this Section shall apply.

SECTION 6. REHABILITATION.

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

SECTION 7. BUILDING LEASES.

The Employer shall provide copies of all current and future leases for State buildings to the Union.

SECTION 8. SECURITY GUARDS.

The Employer shall provide security guards at those work locations where it is necessary to do so.

The parties agree that this subject shall be reopened for negotiations at the request of either party with thirty (30) calendar days notice any time after three (3) months after the effective date of this Agreement.

SECTION 9. FIRST AID.

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

The Employer shall provide training to at least one (1) person at each work location in the latest first aid techniques, including Cardiopulmonary Resuscitation (CPR) training given by an American Red Cross or other approved instructor.

The Employer shall maintain at each work location first aid and universal precaution supplies and equipment in accordance with American Red Cross or other approved standards.

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

SECTION 10. INSPECTIONS.

Whenever an inspector or investigator from any local, State or Federal governmental organization makes a safety or health inspection at a work location, the Union shall be notified as much in advance as possible by the Employer, inspector, or investigator. A local Union Representative, authorized by the Union, shall be released from work without loss of pay or benefits to accompany such inspector or investigator in his/her inspection. Such Union official shall have full rights to ask questions and/or make appropriate statements pertaining to the subject inspection.

SECTION 11. CONFIDENTIALITY OF MEDICAL RECORDS.

To insure strict confidentiality, only authorized representatives of the Employer, or authorized Union Representatives, with the employee's written permission, shall possess or have access to any employee medical records, including sick leave affidavits, records prepared by a private physician, rehabilitation facility, or other resource for professional assistance.

SECTION 12. HEALTH AND SAFETY SUBCOMMITTEES.

A Health and Safety Subcommittee shall report on issues of health and safety in accordance with Article 10, Section 1, at Labor-Management Meetings at the Department/Agency level. The establishment and operational details of such subcommittee shall be discussed at the Labor-Management Meeting.

The Employer and the Union agree to establish a joint Labor-Management Committee, which may include other SEIU Local Unions, to review issues and concerns regarding indoor air quality.

SECTION 13. EMPLOYEE SAFETY.

The Employer will notify the Union regarding any situation which presents immediate danger to a Bargaining Unit employee, and such employee(s) shall be either:

A. Relocated (temporary transfer) to another work location; or

B. Put on administrative leave until the work location has been made safe and healthful; or

C. The Employer shall immediately correct the dangerous situation.

SECTION 14. EMERGENCY AND EVACUATION PLANS.

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

Such plans shall be posted at all work locations.

SECTION 15. COMPLIANCE LIMITATIONS.

The Employer's compliance with this Article is coextensive with the availability of funds required for such compliance. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make all reasonable effort to obtain the necessary funds.

SECTION 16. TELEPHONE HEADSETS.

Where telephonic headsets are utilized/required, employees will be assigned their own telephone headsets which are high quality and effective for employees, and will keep their own headsets within a work environment. When an employee leaves a work environment, they will return their headset to management, and will be assigned a reconditioned headset at the new work environment. The reconditioned headset will include new earmuffs and a new mouthpiece tube and which are high quality and effective for the employee(s).

ARTICLE 12
SENIORITY

SECTION 1. BENEFIT SENIORITY.

A. Definition.

For the purposes stated below, Benefit Seniority, also known as State Employment Seniority, shall consist of the total number of continuous service hours of an employee in the State classified employment. An employee shall accrue no more than a maximum of eighty (80) hours in a biweekly pay period. Benefit Seniority shall not be credited for time in non-career appointments, for lost time, suspension, leave of absence without pay, or layoff, except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff.

B. Application.

Benefit Seniority (State Employment Seniority) as defined above shall be used for:

(1) Annual Leave Accrual.

Employees shall accrue annual leave as stated in Article 22, Section 12. If an employee leaves State employment and later is rehired, she/he 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.

(2) Longevity Pay.

Employees shall be entitled to receive longevity pay as stated in Article 22, Section 25. If an employee leaves State classified employment and later is rehired, she/he shall not receive longevity pay until she/he has been in pay status for five (5) years. After five (5) years, she/he shall receive all previous service time credit for longevity pay.

(3) Retirement Credit.

Credit shall be in accordance with the current statutory requirements.

Continuous service hours for annual leave, longevity pay, and retirement credit shall be broken and/or bridged when an employee

leaves State classified employment in accordance with current practice and statutory requirements. Military service hours shall be counted up to five (5) years for Benefit Seniority.

SECTION 2. BARGAINING UNIT SENIORITY.

A. Definition.

Bargaining Unit Seniority shall be determined by the employee's most recent date of hire to State classified employment, excluding military time earned prior to State employment and/or service in any excepted or exempted position in State government which preceded entry in State classified service.

(1) An employee's Bargaining Unit Seniority shall be broken and not bridged when the employee leaves State classified employment for reasons of termination, separation, or voluntary quit.

(2) An employee who leaves State employment because of layoff, suspension, or approved leave of absence shall have continuous State classified employment bridged for the time of such absence but only for a period of absence up to six (6) years.

B. Application.

Bargaining Unit Seniority shall be used for:

(1) Vacation Scheduling (Article 16);

(2) Assignment and Transfer (Article 14);

(3) Layoff and Recall (Article 13);

(4) Scheduling and Furlough (Articles 13 and 19);

(5) Hours of Work and Overtime (Article 15) and

(6) Such other purposes agreed to by the parties.

SECTION 3. TIES IN BARGAINING UNIT SENIORITY.

Ties in seniority shall first be resolved by:

A. Total hours served in the employee's current class series, except when the tied employees are not employed in the same class series, such ties

shall be resolved by considering total hours served in the class series into which the surplus or affected employee is attempting to bump.

B. Total hours served in the current class/level, except that when the tied employees are not employed in the same class/level, such ties shall be resolved by considering total hours served in the class/level into which the surplus or affected employee is attempting to bump.

C. If a tie still exists, it shall be resolved by the last four (4) digits of the employee's social security number, the higher number being more senior.

SECTION 4. LIMITATIONS FOR PROBATIONARY EMPLOYEES.

Probationary employees shall not be granted, and shall not exercise, any seniority rights except as specified in this Agreement. Upon successful completion of the initial probationary period, such employees shall receive credit for the hours accumulated during the probationary period. Nothing in this Section shall preclude the Agreement of the parties from granting limited seniority rights to probationary employees in secondary level negotiations.

SECTION 5. SENIORITY LISTS.

A. Master Seniority List.

The Employer shall furnish to the Union in April and October, without cost to the Union, a Master Seniority List of all employees in the Bargaining Unit. This report shall contain process level (Department and Agency), TKU, job code description (class and level), Bargaining Unit Seniority, and continuous service hours of all employees on the payroll on the preparation date. This report shall be provided in electronic format. The Employer agrees to provide information to enable the Union to use the electronic reports.

B. Layoff Unit Seniority Lists.

The Employer shall furnish to the Union, without cost to the Union, during the first week of the first full pay period in April and October, a Layoff Unit Seniority List by layoff unit, indicating the employees' names, identification numbers, class/level, Bargaining Unit Seniority, continuous service hours, TKU, work status, active and approved leave of absence with expiration date of leave of absence, and whether the employee is temporary, seasonal, or probationary. This report shall be provided in electronic format. The Employer agrees to provide information to enable the Union to use the electronic reports.

In the event the seniority list being used to implement a reduction in force is different from the most recent seniority list provided to the Union in accordance with this Subsection, upon request by the Union, the Employer shall furnish without cost to the Union such list within a reasonable period of time.

C. Recall Cards/Lists/Forms.

The Union shall have reasonable access to the Recall Cards/Lists. In the event the Union intends to utilize the recall cards/lists/forms to develop a recall list, the method and means by which the Union will access the recall cards/lists shall be agreed upon by the parties.

The Employer shall keep recall cards/lists/forms on file for each class/level for all employees covered by this Agreement which shall be considered the official documents to be utilized by the Employer for recalling Bargaining Unit employees. The recall cards/lists/forms shall be kept in descending order of Bargaining Unit Seniority.

The right of access to the cards/lists/forms by the Union in no way affects the Employer's right to implement the recall of Bargaining Unit employees.

D. Errors.

Alleged errors in seniority which are reported shall be immediately investigated and, if verified, corrected by the Appointing Authority within fifteen (15) weekdays of verification.

ARTICLE 13
LAYOFF AND RECALL

SECTON 1. DEFINITIONS OF TERMS.

For purposes of this Article, the following definitions shall apply:

A. Primary Class is the highest class/level in which an employee has status, unless demoted for reasons other than a bump, and from which the employee is laid off.

An employee who has status in more than one class at an equivalent level (as established by the Civil Service Classification Bureau) to the primary class shall have the right to choose which classification will become the primary class. The employee shall designate his/her primary class the first time she/he is laid off after the effective date of this Agreement.

B. Secondary Class is any class/level other than the primary class in which an employee has satisfactorily completed a required probationary period and any lower class/level in that same series.

C. Work Location is a building occupied in part or entirely by Bargaining Unit employee(s), which may be comprised of separate entities. A work location shall include its outstation offices regardless of county location. In Wayne County, Cadillac Place and the Fisher Remote Initial Claims Center are separate work locations.

D. Work Location Recall List (Layoff Unit in other than the UIA and ESA) is a recall list for the work location(s) for which a laid-off employee has made him/herself available.

In the UIA, work location recall information shall be maintained on recall cards/lists in seniority order by class/level. In addition, a UIA employee may make him/herself available for any UIA work location on a statewide basis in a secondary class/level in which she/he has acquired status.

E. Statewide Recall List is a recall list for all Departments/Agencies.

F. Address of Record is the employee's address contained in the State's human resources management network.

G. Probationary Employee is an employee who has not completed a required initial probationary period.

SECTION 2. GENERAL LAYOFF INFORMATION.

The Union recognizes the right of the Employer to lay off employee(s), including the right to determine the extent, effective date and length of such layoff(s), for lack of funds, lack of work or reasons of administrative efficiency.

It is understood and agreed that any alternative to indefinite layoff contained in this Article may be invoked in accordance with its terms.

The Employer will, when layoffs are being planned, inform the Union as soon as practicable, which under normal circumstances is hereby deemed to be not less than thirty (30) calendar days. In the UIA, such notice shall list the classifications and number of Bargaining Unit positions by work location that the agency intends to lay off. In the ESA, such notice shall include the classifications and number of Bargaining Unit positions by work location that the agency intends to lay off, 14 days in advance of such layoff or sooner if available. Upon request by the Union, the Employer shall meet and discuss the potential impact of layoff upon employees in the Bargaining Unit.

Layoff, bumping, and recall of an employee(s) shall be governed by the provisions of this Article.

SECTION 3. GENERAL LAYOFF PROCEDURES.

A. The Employer shall determine the location of positions and the number of employees which are to be laid off by class/level. Preauthorized levels in a class series shall be considered as one level. The Employer shall then identify the least senior employee(s) at the work location where the layoff(s) are to occur who will be laid off or given the option to exercise their bumping rights as specified in Sections 5 and 6 of this Article. Layoff shall be within the Layoff Unit as listed in Appendix H. Within a Layoff Unit, layoff shall be by seniority as defined in Article 12, Section 2. Employees shall be laid off in least seniority order.

B. The Employer may lay off and recall out-of-line of seniority because of:

(1) Department of Civil Service approved selective certification, such as manual communication skill, bilingual skill, etc.

(2) Maintaining an existing affirmative action plan in accordance with applicable law and approved in advance by the State personnel director.

(3) The exceptions listed in (1) above shall only be made where there is a valid occupational requirement. The Employer shall give concurrent written notice to the Union when it requests selective

certification for positions which require such valid occupational requirements.

C. By definition, promotion to supervisor constitutes the beginning of a new class/level series. All employees who were supervisors on February 17, 1981, shall keep their accumulated seniority for bumping purposes. After February 17, 1981, no new seniority, accrued as a supervisor, shall count for bumping back down into the Bargaining Unit.

D. Non-exclusively represented employees who have status in a Bargaining Unit class/level shall not be entitled to bump into this Bargaining Unit until they have exhausted all non-exclusively represented bumping as provided under the Civil Service Rules and Regulations and Civil Service approved Departmental Employment Preference Plans. Non-exclusively represented employees who have not gained status in a Bargaining Unit class/level shall not be entitled to bump into this Bargaining Unit, except as provided in Subsection C above for supervisors. Employees in this Bargaining Unit shall not be entitled to bump into a position outside of this Bargaining Unit, and employees of other exclusively represented Bargaining Units shall have no right to bump into this Bargaining Unit unless the Union, the Employer, and the bargaining agent for such positions outside the Bargaining Unit, in their respective discretions, enter into an agreement to permit such inter-unit bumping, but then only in accordance with the terms of such trilateral agreement. Nothing herein shall be construed as an obligation for either the Employer or the Union to enter into such agreement with any party who is not a party to this Agreement.

E. No employee with status in his/her current class/level shall be laid off from the affected class/level until all employees without status in the affected class/level who are employed in the affected class/level are laid off.

SECTION 4. EMPLOYMENT PREFERENCE.

For the purpose of this Article, the Union President, Executive Vice President, Bargaining Unit Vice President, Secretary-Treasurer, and Recording Secretary shall be considered more senior than any other person in his/her class/level, in his/her Layoff Unit in this Bargaining Unit for the term of office; provided, however, that the officer is a member of this Bargaining Unit. In addition, a total not to exceed ten (10) Chief Stewards shall be considered as more senior than any other person in his/her class/level, in his/her jurisdictional area for purposes of this Article. Finally, one Steward at a work location shall be considered as more senior than any other person in his/her class/level in his/her work location for purposes of this Article.

Within sixty (60) calendar days of the effective date of this Agreement, the Union shall notify the Employer of the Chief Stewards' jurisdictional areas. In the event the Union intends to change the structure of jurisdictional areas for Chief Stewards, the Union shall notify the Employer in writing within fifteen (15) calendar days of the change. In the event a Chief Steward is employed in a Department/Agency other than the UIA and ESA, the Chief Steward shall be considered as more senior than any other person in his/her class/level in his/her layoff unit.

The Union shall furnish to the Employer in writing the names of the Officers, designated Chief Stewards, and Stewards entitled employment preference and the respective work location of each within sixty (60) calendar days after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by the Union in writing within fifteen (15) calendar days of the change.

In no case shall a change in the designation of Officer, Chief Steward, Steward, or jurisdictional area occur after the Employer has informed the Union in writing of impending layoffs of Bargaining Unit employees as provided for in Section 2 of this Article.

SECTION 5. LAYOFF PROCEDURE AND BUMPING IN THE UIA AND ESA.

A. Predesignated Bump Card.

(1) Each employee in the Bargaining Unit is responsible for having on file a pre-designated bump card listing his/her bumping options by class/level and the work locations, in priority order, within the Layoff Unit where the employee would accept a bump. Such prescribed form shall include the following information:

a. Pre-designation of work locations within the Layoff Unit, in priority order, to which the employee will accept a lateral bump, which may include the employee's current work location. An employee may, if she/he chooses, and if eligible, indicate a choice to bump down into the current work location prior to indicating choices for lateral bumps into the Layoff Unit.

b. Pre-designation of work locations within the Layoff Unit, in priority order, to which an employee will accept a bump in successively low levels within the class series or a former class series, which may include the employee's current work location, if the employee is not eligible to bump laterally into the pre-designated work locations of his/her choice.

(2) Changes in bumping options and work location preferences may be made four times each year. Changes will only be accepted on the prescribed form during the following periods unless otherwise provided in this Article:

December 1 - 15th,
March 1 - 15th,
June 1 - 15th, and
September 1 - 15th, of each year.

In the event the 15th falls during a weekend or on a holiday, the cards must be submitted by the first weekday following the 15th. These changes will apply to layoffs which are effective twenty (20) weekdays after the above due dates, respectively. In the event that the Employer receives no notification of a change, the most recent bumping designations will remain in effect until changed in accordance with the procedures outlined in this Section.

The Employer shall notify employees in the affected Layoff Unit within fifteen (15) calendar days from the date the decision is made to establish or close a work location.

(1) Employees shall be given the opportunity to submit a new pre-designated bump card within a reasonable time of opening or closing of a work location. The Union shall be notified within seventy-two (72) hours from the date the decision is made to establish or close a work location. The Employer shall meet with the Union to discuss the time frames for submission of pre-designated bump cards.

(2) The Employer shall give new employees, employees promoted, employees demoted for reasons other than a bump, employees transferred, or recalled employees a pre-designated bump card within five (5) weekdays of date of entrance on duty. An Employee shall submit his/her card within thirty (30) calendar days of entrance on duty.

(3) If a continuing employee's work location is officially changed by the Employer, the employee may submit a change in his/her pre-designated bump card immediately. This change shall be effective for any layoff whose effective date falls after twenty (20) weekdays of the submission date of the pre-designated bump card, unless otherwise mutually agreed to by the parties.

A work location "officially changed by the Employer" shall include, but not be limited to, a change in work locations as a result of transfer, reassignment in accordance with Article 14 (Assignment

and Transfer), and/or promotions or demotions for reasons other than a bump.

The Employer shall acknowledge receipt of each employee's designation of bumping options within twenty (20) weekdays after the due date. Employees shall be responsible for notifying the Employer if they fail to receive the acknowledgement of the bumping change. The Employer shall provide to a designated Union Representative copies of the pre-designated bump cards received under the provisions described in Subsections A (1), (2), (3), (4), and (5) of this Section.

For purposes of this Article the pre-designated bump cards received by the Employer shall be considered the official documents to be utilized by the Employer for the layoff and bumping of Bargaining Unit employees. This right of the Union to receive copies of the pre-designated bump cards in no way affects the Employer's right to implement the layoff and bumping of Bargaining Unit employees.

B. Notice of Layoff/Bump.

The Employer shall give fourteen (14) calendar days written notice to employees of layoff or bump in accordance with the procedures for layoff and bumping in the UIA. The Employer shall furnish the Union President concurrent written notice of:

(1) The name, social security number, employee identification number, Bargaining Unit Seniority, class title/level, and current work location of the employees scheduled to be laid off.

(2) The name, social security number, employee identification number, class/level, current work location, the selection of work locations for bumping, and the new work location for those employees who are to change their work location as a result of a bump.

(3) A list of vacant Bargaining Unit positions by class/level and work locations which were filled by the Employer as a result of a bump.

C. Bumping Procedure.

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

a. A vacant position which the Employer intends to fill; or

b. The position occupied by the least senior employee.

(2) An employee may bump laterally into the least senior position at the employee's current work location if the employee has so indicated on his/her pre-designated bump card. If the employee's seniority does not allow a lateral bump in the current work location, she/he may bump to the least senior position at the next successively lower levels within his/her current class series and his/her current work location if the employee has so indicated on the pre-designated bump card.

(3) Employees who have not opted to bump into lower levels at the current work location as well as employees whose seniority does not allow the bump in the current work location may bump laterally within the Layoff Unit Bumping Pool. Bumping pool procedures are as provided in Appendix I.

(4) If the employee's seniority or choice of work location does not permit a lateral bump, the employee may bump into successively lower levels within the Layoff Unit Bumping Pool.

(5) An employee may bump into a former class series at or below any level in which the employee had satisfactorily completed a required probationary period in accordance with the procedures outlined above. The employee may exercise this right if she/he cannot bump down into the current class series as specified above or if, when bumping into a former class series, the employee would receive a higher rate of pay than she/he would receive if such right were not exercised.

(4) The provisions for bumping under this Subsection shall not permit an employee to bump to a higher level.

(7) Employees scheduled for layoff or bump while on leave of absence shall be informed in writing in accordance with this Subsection.

The vacant position resulting from the bump by an employee who is on a leave of absence may be temporarily filled by the Employer in accordance with the provisions of this Article.

(8) Any employee who is scheduled for layoff who fails or is unable to bump shall be laid off. An employee seeking to bump into another position must meet all requirements in accordance with Section 3.B of this Article.

(9) If an employee notifies the Employer of the decision to bump and later chooses to accept layoff, the Employer shall not be required to re-compute the bumping chain.

(10) If there is an error in the administration of the system which leads to improper layoff or bump, such action shall be promptly corrected and the involved employee(s) made whole.

SECTION 6. LAYOFF PROCEDURE AND BUMPING IN DEPARTMENTS OTHER THAN UIA AND ESA.

A. The Employer shall give fourteen (14) calendar days' written notice to employees who are scheduled to be laid off. The notice shall indicate whether the employee has the option of bumping and the class/level to which the employee may elect to bump. The Employer shall furnish the Union President concurrent written notice of the name, social security number, employee identification number, seniority, class title/level, and current work location of the employee(s) scheduled to 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

(2) The position occupied by the least senior employee.

B. Within four (4) calendar days after receipt of notice of layoff, an employee scheduled for layoff shall notify the Employer in writing, on a designated form, of his/her decision to either accept layoff, or if possible:

(1) Bump laterally into the least senior position in the Layoff Unit, in his/her current class and level for which the employee is qualified.

(2) Employees who do not have sufficient seniority to bump in their current class/level in the Layoff Unit may bump, if possible, to the least senior position at the next and, thereafter, successively lower levels within their class series within the Layoff Unit as listed in Appendix H.

(3) The employee may bump into the least senior position in a former class series in the Layoff Unit at or below any level in which the employee had satisfactorily completed a required probationary period. The employee may exercise this right if she/he cannot bump down into the least senior position in the current class series as specified above or if, when bumping into a former class series, the employee would receive a higher rate of pay than she/he would receive if such right were not exercised.

(4) The provisions for bumping under this Subsection shall not permit an employee to bump to a higher level.

(5) An employee scheduled for layoff while on leave of absence shall, within four (4) calendar days of receipt of notification, inform the Employer in writing of his/her decision to accept layoff or exercise bumping rights in accordance with this Section. The vacant position resulting from the bump may be temporarily filled by the Employer in accordance with the provisions of this Article.

(6) Any employee who is scheduled for layoff who fails or is unable to bump shall be laid off. An employee seeking to bump must meet all requirements in accordance with Section 3.B of this Article.

(7) If there is an error in the administration of the system which leads to improper layoff or bump, such action shall be promptly corrected and the involved employee(s) made whole.

SECTION 7. BUMPING BY EMPLOYMENT TYPE.

Except as otherwise provided in Section 12, Temporary Appointment, an employee shall exercise bumping rights only within his/her same employment type. For purposes of this Article, employment types shall be permanent full-time, permanent part-time, permanent-intermittent, seasonal, or other employment types as agreed by the parties. (example: Permanent full-time employees bump only less senior permanent full-timers; permanent part-time employees bump only less senior permanent part-timers; seasonals bump only less senior seasonals.) A permanent full-timer, if unable to bump within his/her employment type, may bump a less senior employee occupying a temporary appointment in the employee's current layoff unit. At the expiration of the temporary appointment, the employee will then exercise his/her bumping rights in accordance with the provisions of this Article.

SECTION 8. PROBATIONARY EMPLOYEES.

Probationary employees shall be laid off before the layoff of non-probationary employees. Such employees shall be laid off in least seniority order and recalled in most seniority order.

SECTION 9. TEMPORARY LAYOFFS - EMPLOYER OPTION.

A. Application of Temporary Layoffs.

Temporary layoff may be used for situations involving:

(1) Unanticipated losses of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period;

(2) Natural disaster, lack of utilities, or civil disruption that makes premises at a work site inaccessible or unusable. Under these circumstances, temporary layoffs shall only occur after the Compensation for Conditions of General Emergency provisions as described in Article 22, Section 21, of this Agreement have been utilized. Prior to the utilization of this option, the Employer will discuss with the Union any alternatives to temporary layoffs.

(3) Other circumstances or events which the parties agree during the term of this Agreement warrant a temporary layoff.

B. Implementation.

Temporary layoff shall not exceed six (6) calendar days. In such cases, employees shall be laid off by inverse seniority order within class/level and Layoff Unit or, in a circumstance where not all work sites in a Layoff Unit are involved, by inverse seniority order within class/level and work location.

C. Waiver.

An employee who is temporarily laid off shall not be entitled to any leave balance payoffs, to bump to any other position, nor to be placed on any recall list as a consequence of the temporary layoff.

In a circumstance where temporary layoff is being used for a reason other than loss of funding, fourteen (14) calendar days' prior notice to the employee shall not be required, but the maximum prior notice possible under the circumstances should be provided.

SECTION 10. RECALL.

Work Location and Statewide Recall Lists shall be maintained by seniority for each class/level. A laid-off employee shall have the right to have his/her name placed on Work Location and Statewide Recall Lists for his/her primary class/level and those secondary class(es) to which she/he will accept recall. To be placed on recall lists, an employee shall give written notice to his/her Appointing Authority as soon as possible, but within five (5) calendar days subsequent to being laid off, except as provided in Article 16, Section 4.D. (2). Recall from Work Location Recall Lists shall be in order of most seniority.

Non-exclusively represented employees who may be laid off but have prior status in a Bargaining Unit class/level shall not be placed on Bargaining Unit Work Location and/or Statewide Recall Lists/Cards in seniority order ahead of Bargaining Unit employees.

During the period of layoff an employee shall have the right to have his/her name added to the Work Location Recall List for any work location that had not been previously designated by written notice to the Appointing Authority. The right to be recalled to the newly added work location shall not become effective until ten (10) calendar days after the written notice by the employee has been received by the Appointing Authority unless otherwise agreed by the parties.

If there is an error in the administration of the system which leads to improper recall, such recall shall be promptly corrected and the involved employee(s) made whole.

Employees with recall rights shall be notified by the Employer within fifteen (15) weekdays from the date the decision is made to establish or close a work location.

Within sixty (60) days of the effective date of this Agreement, the Union and the Employer will work jointly in the development of an updated layoff information packet. The information will include explanations and appropriate forms for other options provided under this Agreement, such as annual and/or sick leave payoffs/freeze, insurance payments, recall cards, and change of address form(s). Subject to available supplies, it is intended that this packet of information be supplied to employees at the time they receive notice of layoff. In the event the employee does not receive the packet at the time of notice for layoff, the Employer shall forward the packet to the employee's mailing address on file at the work location.

SECTION 11. RECALL FROM LAYOFF.

The provisions of this Section shall be applied subject to the exceptions listed in Section 3.B of this Article.

Notice of recall may be verbal or by certified mail. Verbal notice of recall must be directly with the employee; if not, the verbal notice of recall by the Employer will be followed up by written notice, certified mail, return receipt requested. In the event notice is by mail, it shall be sent to the employee at his/her address of record by certified mail, return receipt requested.

If the Employer notifies the employee verbally and the employee refuses recall, the Employer shall send written notice to the employee at his/her Address of Record by certified mail, return receipt requested.

When the Employer intends to fill a vacancy by recall, subject to Article 14, Section 4, the Employer shall recall the most senior employee who is on the Work Location Recall List for that class/level. If no employee is on such Work Location Recall List, the Employer shall recall from the Statewide Recall List for that class/level. Recall from the Statewide Recall List shall be from among the top three (3) names.

Recall lists shall not be combined with promotional or open competitive registers for the purpose of providing the Employer with names.

The employee's right to recall shall exist for a period of up to six (6) years from the date of layoff.

SECTION 12. REMOVAL OF NAME FROM RECALL LISTS.

If an employee accepts or refuses permanent recall or fails to respond within five (5) weekdays from the verbal and/or mailing date notice of recall by the Employer, his/her name shall be removed from the recall list. In addition, his/her name shall be removed from recall lists as provided below:

A. An employee who accepts recall to his/her primary class/level shall be removed from Work Location Recall Lists and the Statewide Recall List.

B. An employee who refuses recall to his/her primary class/level in a work location shall be removed from that recall list. An employee who refuses three (3) such opportunities for recall, after she/he has been laid off from his/her primary class and prior to the expiration of his/her recall rights, shall be removed from all Work Location and Statewide Recall Lists. Two (2) or more recalls within a ten (10) calendar day period shall be considered one (1) opportunity for this purpose.

   An employee's name shall not be removed from Work Location Recall Lists if the employee refuses recall because such employee is certified as medically disabled or on active military duty.

C. An employee who accepts recall to a secondary class/level shall be removed from all recall lists for such secondary class/level.

D. An employee who refuses recall to a secondary class/level in a work location shall be removed from that recall list for such secondary class/level. An employee who refuses three (3) such opportunities for recall, after she/he has been laid off and prior to the expiration of his/her recall rights, shall be removed from all recall lists for such secondary class/level. Two (2) or more recalls within a ten (10) calendar day period shall be considered one (1) opportunity for this purpose.

E. An employee's name shall not be removed from Work Location Recall Lists if the employee refuses recall because such employee is certified as medically disabled or on active military duty. An employee who refuses or accepts recall to a primary or secondary class/level from a Statewide Recall List shall be removed from such list.

F. An employee may by written notice to the Appointing Authority, without penalty, remove his/her name from any recall lists on which his/her name appears.

SECTION 13. TEMPORARY APPOINTMENT.

The Union recognizes the Employer's right to fill a position on a temporary basis for reasons such as, but not limited to, filling in behind an approved leave of absence, vacation, specially funded contractual positions, fluctuations/changes in the workload, temporary promotions, transfers of continuing employees, and the need for special job skills.

The expiration of a temporary appointment shall not be considered a layoff for purposes of this Article; however, as long as they meet the conditions provided in this Article, employees shall be able to bump at the expiration of the temporary appointment as provided in this Section.

A. An employee (without continuing prior State employment) with status acquired in a temporary appointment and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department/Agency in the same class/level as that from which the employee was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a recall list for such class/level.

Subsection A. above will not apply in the following.

B. When a continuing Bargaining Unit employee who has attained status in a permanent position accepts a temporary appointment that is in the Bargaining Unit under the same Appointing Authority or accepts a temporary appointment to a non-exclusively represented position under the same Appointing Authority, upon expiration of the temporary appointment, the employee shall be returned to his/her former class/level and work location which immediately preceded the temporary appointment if such position is vacant; if not vacant, the employee may exercise his/her bumping rights in returning to a position in the Bargaining Unit at the class/level in the Layoff Unit which immediately preceded the temporary appointment. A continuing employee who is offered a temporary appointment shall have the conditions for return to his/her former position explained in writing at the time such offer is made.

C. Recall of employees to temporary appointments shall not be used to avoid recalling employees on a permanent basis. Employees recalled to a temporary appointment shall be eligible for all fringe benefits as provided in Article 22 in accordance with the terms of each Section of the Article.

Employees may agree to be recalled by work location on a temporary basis when laid off. An employee will designate his/her work location choice(s) on a recall card/form if she/he is willing to accept recall to a temporary appointment. Temporary recall shall be on the basis of seniority. An employee may change his/her work location choice(s) according to Section 10 and Section 11.D of this Article on a quarterly basis, effective the first day of the calendar quarter. If a change is desired, such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter. An employee who is working in a temporary appointment shall remain eligible for recall to a permanent position.

An employee who fails to accept temporary recall to a work location within five (5) weekdays from the notice of recall by the Employer shall be removed from that Work Location Recall List/Card/Form. Removal from the temporary recall list/card/form shall not affect the employee's place on a permanent recall list/card/form. An employee's name shall not be removed from the temporary recall list/card/form if the employee refuses recall because such employee is certified as medically disabled or on active military duty.

If the Employer is unable to reach the most senior employee on the temporary recall list/card/form, the Employer shall send the employee written notice to the Address of Record, certified mail, return receipt requested, and shall then contact the next most senior employee who has indicated agreement on his/her recall card/form to be recalled to a temporary appointment. The Employer shall explain that they were unable to reach the more senior employee and offer the position to the next most senior employee on a day-to-day basis pending a response from the senior employee within the five (5) weekday response period. The employee recalled under these conditions can be returned in seniority order to layoff at any time within the five (5) weekday response period with no bumping options.

Recall to a temporary appointment may be for a period not to exceed seven hundred twenty (720) consecutive work hours. Except as otherwise provided in this Subsection C, an employee whose temporary appointment expires shall be given five (5) weekdays' notice and will have no bumping rights. An employee whose appointment expires will

be returned to layoff and his/her name returned to the Work Location Temporary Recall List. The expiration of such temporary appointment shall not be considered a break in service. Expiration of a temporary appointment and return to layoff shall constitute a new date of layoff according to Article 13, Section 11 and for the purposes of Article 12, Section 2. A (2).

All recalls to temporary appointments must be terminated prior to any permanent employees in the same class being laid off in a work location.

In the event recall to a temporary appointment under the same Appointing Authority exceeds seven hundred twenty (720) consecutive work hours, at the expiration of the appointment the employee shall receive fourteen (14) calendar days' written notice of return to layoff, or bump within the Layoff Unit of the temporary appointment in accordance with the provisions of this Article. If the employee has the ability to bump into a permanent position, the employee's name shall be removed from all temporary recall lists/cards/forms. In addition, the employee's name will be removed from recall lists/cards in accordance with Section 11 of this Article. When the recall to a temporary appointment is to fill a vacancy resulting from an approved leave of absence, at its expiration the employee's name shall be replaced in seniority order on the recall list utilized for the temporary appointment and the employee shall be returned to layoff.

An employee who has been recalled on a temporary basis and who later voluntarily separates from the position shall only retain recall rights to a permanent position in his/her primary class/level. In order to retain such recall rights, the employee shall be responsible for notifying, in writing, within five (5) calendar days, the personnel office in the employee's Department/Agency of his/her desire to retain such recall rights. Failure to do so will result in the employee's name being removed from all recall lists/cards.

D. Exception: All provisions of Subsection C above for temporary recall shall apply to U.I. Examiners except as specifically provided in this Subsection.

In the UIA, employees eligible for recall to the U.I. Examiner 8/9/E10 classification may agree to be recalled on a temporary basis when laid off.

Employees eligible for temporary recall shall designate their work location choices on a prescribed form to be developed by the Employer. The Union shall have the opportunity to review and discuss the form before distribution.

An employee available for temporary recall may change his/her work location choice(s) on a quarterly basis effective the first day of the calendar quarter. If a change is desired, such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter.

Recall to a temporary appointment may be for a period not to exceed one thousand forty (1,040) hours. Within a work location, temporary appointments shall be expired in seniority order. An employee whose temporary appointment expires shall be given a three (3) weekday notice and will be returned to layoff. The first day of such notice period is the day on which the notice is given. Expiration of a temporary appointment and return to layoff shall constitute a new date of layoff according to Article 13, Section 11 and for the purposes of Article 12, Section 2. A (2).

When an employee in a temporary appointment has accumulated approximately nine hundred twenty (920) hours in his/her appointment, Management shall attempt to project the remaining length of the appointment. If after Management review, a temporary appointment is expected to exceed one thousand forty (1,040) consecutive work hours, the Employer will establish a permanent position in that work location, except when the temporary appointment is to fill in behind an approved leave of absence or if a reduction in force is pending at the work location. Such vacancy will be filled in accordance with contractual provisions. The employee holding the temporary appointment may be continued beyond one thousand forty (1,040) hours until the permanent vacancy has been filled in accordance with the provisions of this Agreement. In that event, the employee in the temporary appointment shall receive a five (5) weekday notice and shall be returned to layoff. The first day of such notice period is the day on which the notice is given.

When the Employer intends to fill a temporary vacancy in a work location, the Employer shall recall the most senior employee on the Temporary Recall List/Card for that work location who is not working in a Bargaining Unit position. If the Employer is unable to reach the most senior employee on the Temporary Recall List/Card, the Employer shall send the employee written notice to the Address of Record by certified mail, return receipt requested.

An employee who fails to accept recall to a temporary appointment within the five (5) weekdays from the notice of recall by the Employer shall be removed from the Temporary Recall List/Card for that work location. The employee shall remain on the Temporary Recall List/Card for all other work locations the employee has listed. During the five (5) weekday response period, the Employer may elect to schedule a

permanent-intermittent employee while waiting for the most senior employee to respond.

If the Employer schedules a permanent-intermittent employee, the Employer shall explain to the permanent-intermittent employee that they were unable to reach the most senior employee on the Temporary Recall List/Card, and offer the assignment to the permanent-intermittent employee on a day-to-day basis, pending a response from the most senior employee within the five (5) weekday response period. If the most senior employee accepts the position within the five (5) weekday response period, the permanent-intermittent employee will be furloughed. If the most senior employee fails to respond or refuses the appointment, the Employer shall recall the next most senior employee on the Temporary Recall List/Card who is not working in a Bargaining Unit position. If the Employer decides not to continue the temporary position, the next most senior employee will not be recalled and the permanent-intermittent employee will be furloughed.

The Employer shall furnish to the Union without cost on a quarterly basis a Temporary Recall List of all employees who have agreed to be recalled to temporary appointments. The Temporary Recall List shall contain the following information: the employee's name in seniority order, social security number, employee identification number, date of hire, and TKU number of all work locations to which the employee is willing to accept temporary recall.

SECTION 14. EXCEPTIONS.

Layoff and recall shall be in accordance with procedures set forth in this Article except for:

A. Seasonal layoff of seasonal employees; or

B. School year employees at institutions and schools during recesses in the academic year and/or summer; or

C. Permanent-Intermittent employees.

The layoff of an employee under A, B, and C above shall be by class/level in order of least seniority. Recall of such an employee shall be by class/level in order of most seniority. Seniority for such an employee shall only apply for purposes of layoff and recall against other employees similarly situated within the layoff units listed in Appendix H.

SECTION 15. LAYOFF AND RECALL INFORMATION TO UNION.

The Employer shall provide to the Union President copies of seniority list(s) which are used to determine the employees who are to be laid off. The Employer shall provide to the Union President or his/her designee access to recall cards/lists as provided for in this Agreement.

SECTION 16. VOLUNTARY LAYOFFS.

Voluntary layoffs shall be a subject of secondary negotiations.

ARTICLE 14
ASSIGNMENT AND TRANSFER

SECTION 1. DEFINITIONS.

A. Seniority - Bargaining Unit seniority as defined in Article 12, Section 2, except that (1) probationary employees and (2) employees in less than satisfactory status shall not be eligible to exercise seniority rights under this Article.

B. Vacancy – A new or unfilled permanent position which the Appointing Authority has determined shall be filled. A position from which an employee has been laid off is not a vacancy.

C. Transfer - The filling of a vacancy at the employee's request.

D. Assignment - The designation of job duties by the appropriate Management Representative.

E. Work Location- is a building occupied in part or entirely by a Bargaining Unit employee(s), which may be comprised of separate entities. A work location shall include its outstation office regardless of county location. In Wayne County, Cadillac Place and the Fisher Remote Initial Claims Center are separate work locations.

F. Work unit – Each work unit shall be identified by the Union and the Employer and placed on a list, which will be included as a part of the transfer form from which desired units can be selected.

SECTION 2. RIGHT OF ASSIGNMENT.

Except as provided in this Article, the Appointing Authority shall have the right and responsibility to assign employees in this Bargaining Unit.

SECTION 3. TRANSFER.

The provision on transfer within a work location to a different work unit within the UIA shall become effective not later than six (6) months after the effective date of this Agreement. The Appointing Authority shall establish and maintain transfer lists for permanent and permanent-intermittent positions respectively which shall be based on Bargaining Unit Seniority. An employee shall request transfer by notifying the Appointing Authority in writing, with a copy to the Union, of the work location(s), work unit(s) as designated to which the employee desires a transfer. Transfer requests received during the window periods of March, June, September, and December will have an effective date of the first calendar day of the month after the window period. If an employee who currently has a transfer

request on file submits another request during a window period, the previous transfer request will remain in effect until the end of the window period. The new request will take effect the first calendar day of the month after the window period.

If an employee accepts a transfer, she/he may submit another transfer request during the window period after twelve months have elapsed from the effective date of the transfer. If the twelve months would elapse during a window period, a transfer request may be submitted during said window period. For example, if an employee transfers with an effective date from July 1 through September 30, 2003, she/he may submit a new transfer request in September 2004, which will become effective October 1, 2004.

An employee who has accepted a transfer shall not be eligible for another transfer for a twelve (12) month period from the effective date of the transfer, except when an unforeseen circumstance creates a clearly identifiable hardship, or when an employee has been bumped or recalled to another work location.

For purposes of this Subsection, hardship means a documented 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. The Union agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable if done in accordance with the provisions of this Subsection.

When the Employer plans the opening of a new work location, an announcement shall be circulated and posted in order for employees to be allowed to bid on jobs at such location by seniority.

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

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

If office(s) are reduced as the result of a new office being opened, vacancies shall be filled by selecting from the three most senior volunteers for each vacancy or involuntary reassignment by inverse seniority. Employees shall be

eligible to request transfer within their current class/level or to a class/level in which they have status, or to a class/level for which they meet the requirement under Civil Service classification standards, by seniority, subject to the following:

A. The Employer shall not be required to consider an employee whose most recent service rating is less than satisfactory; or who has received a written counseling, reprimand or a disciplinary suspension as defined in Article 17 Section 5 of this Agreement.

B. Availability without undo delay excluding authorized sick leave for less than two weeks and approved annual leave;

C. Selective certification requirements or valid occupational requirements; and

D. Affirmative action considerations in accordance with applicable law and when approved in advance by the State Personnel Director.

Probationary employees may not be permitted to transfer within the current class/level if the Employer determines they are not qualified to perform the work, but such employees shall be permitted to transfer within such class/level upon completion of their probationary period. The Employer shall not be required to hold a vacancy available until an employee completes his/her probationary period. Probationary employees who are determined qualified to perform the work may transfer only if there are fewer than three Bargaining Unit employees with status in the class/level on the transfer list for that work location. If more than one probationary employee is on the transfer list for the same work location, the employee with the highest number of hours in the class/level shall be most senior. If one or more ties still exist, they shall be resolved by the last four (4) digits of the employee's social security number, the highest number being most senior.

The Union President, Chief Stewards and Stewards shall not be involuntarily moved from one work location to another (except as provided in Section 5 of this Article).

SECTION 4. FILLING VACANCIES.

A. Procedure.

An original vacancy shall be filled by the transfer of one of the three most senior qualified employees who have applied for such transfer subject to Section 3 of this Article. If there are fewer than three employees on the applicable transfer list, the Employer may check the appropriate recall list and consider both transfer and recall names. Such transfer requests shall take priority over recall, except that a transfer request from an

employee who meets the requirements for a class/level under Civil Service classification standards will be honored only if there are no names on the appropriate recall list. However, during a reduction in force, bumping shall take priority over transfer.

Priority over transfer under Section 3 shall be given, in declining order, to disciplinary transfers and voluntary demotions, provided the employee seeking demotion has had satisfactory status in the class/level and no disciplinary action is pending against the employee. All subsequent vacancies shall be filled at the Employer's option consistent with other provisions of this Agreement and/or Civil Service Rules and Regulations.

B. Transfer Expenses.

Employees transferring under the provisions of this Article shall not be eligible for reimbursement of moving or travel expenses. In the case of involuntary reassignment, the Employer may reimburse employees for moving expenses in accordance with applicable procedures and policies of the Civil Service Commission and the Department of Management and Budget.

Employees shall be released without loss of privileges or benefits to participate in interviews scheduled by the Employer for purposes of this Article.

SECTION 5. REASSIGNMENT IN THE UIA.

The following language of Section 5 will apply only if and only when the Unemployment Insurance Agency has returned to a network of statewide branch offices to carry out its mission.

All reassignments, assignments and transfers of Bargaining Unit employees in the UIA will comply with this Article and Section.

Reassignment is the permanent assignment of employees to another work location. When the Employer determines that, in order to accomplish its mission, it is necessary to reassign employees from one work location to another to correct a staffing imbalance between work locations under circumstances where there is not a vacancy which the Employer is able to fill and the reassignment is not governed by a specific procedure in the collective bargaining Agreement, the Employer shall use the procedure described in Subsections A through C below.

Where the reassignment is governed by a specific procedure described in the collective bargaining Agreement, including but not limited to Article 14, Section 3 Transfer; Article 14, Section 4 Filling Vacancies; Article 14, Section 6 Exchange Reassignment and Article 14, Section 7 Detailing.

When the Employer intends to utilize the procedures in Subsections A through C below, the Employer shall give the Union reasonable prior notice before the Employer's final determination of sending work locations is made and shall meet with the Union to discuss the details of such action, including the data upon which the Employer bases the designation of sending work locations. Such data will take into consideration the cyclical nature of the work and may include the work load, scheduling systems, the types of positions affected by reassignment, and current staffing data.

A. The Employer shall first reassign to one or more work locations (the receiving work locations) designated by the Employer those employees in the appropriate class/level in work locations designated by the Employer as sending work locations, as outlined above, whose names are on the transfer lists provided in Article 14, Section 3 for the receiving work locations. If the number of transfer names exceeds the number needed, employees shall be selected from the three most senior for each transfer needed.

B. If an insufficient number of employees is available on transfer lists under Subsection A above, the Employer shall seek volunteers by class/level at the sending work location(s) as outlined above. If the number of volunteers exceeds the number needed, volunteers shall be selected from the three most senior for each volunteer needed.

C. If an insufficient number of employees is available under Subsections A and B above, the Employer shall reassign employees from the sending work locations as outlined above to the receiving work location(s) by class/level in inverse seniority order.

(1) Employees who are involuntarily reassigned pursuant to this Subsection shall receive at least fourteen (14) calendar days' written notice. The Union shall be notified concurrently.

(2) The Employer shall not involuntarily reassign any employee who has been involuntarily reassigned within the immediately preceding twelve (12) month period.

(3) The Employer may only involuntarily reassign employees to a work location within a reasonable commuting distance.

(4) Probationary employees may not be included in the reassignment if the Employer determines they are not qualified to perform the work, but such employees shall be included in any reassignment for such class/level upon completion of their probationary period.

(5) Exceptions to reassignment by least seniority shall be made where such reassignment would cause a clearly identifiable hardship to the employee. For purposes of this Subsection, hardship means a documented 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 the current location for an extended period of time.

(6) Employees who are involuntarily reassigned shall have the option of declining the reassignment within seven (7) calendar days of receiving the fourteen (14) calendar day notice of reassignment. Employees who exercise this option will then receive a seven (7) calendar day written notice of layoff, shall be laid off, and shall have no bumping rights. These laid off employees shall have the right to have their names placed on work location and statewide recall lists pursuant to Article 13, Section 11.

SECTION 6. <u>REASSIGNMENT IN THE ESA.</u>

This provision applies only in the ESA. Reassignment is the permanent assignment of employees to another work location. Whenever the Employer determines that, in order to accomplish its mission, it is necessary to reassign employees from one work location to another to correct a staffing imbalance between work locations under circumstances where there is not a vacancy which

the Employer is able to fill and the reassignment is not governed by a specific procedure in the Collective Bargaining Agreement, the Employer shall use the following procedure.

Before making an involuntary reassignment between work locations, the Employer shall seek volunteers in the class/level at the work location from which the reassignment is to be made, and shall select from the three most senior qualified volunteers. If there are insufficient volunteers, the Employer will reassign the least senior qualified employee who has not been reassigned between work locations within the immediately preceding twelve (12) month period. The Employer may only involuntarily reassign employees to a work location within a reasonable commuting distance.

Probationary employees may not be included in the reassignment if the Employer determines they are not qualified to perform the work, but such employees shall be included in any reassignment for such class/level upon completion of their probationary period.

Employees who are involuntarily reassigned shall receive at least fourteen (14) calendar days written notice. The Union shall be notified concurrently. Upon request by the Union, the Employer will meet to discuss the reassignment. Exceptions to reassignment by least seniority shall be made where such reassignment would cause a clearly identifiable hardship to the employee. For purposes of this Subsection, hardship means a documented 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 the current location for an extended period of time.

Employees who are involuntarily reassigned shall have the option of declining the reassignment within seven (7) calendar days of receiving the fourteen (14) calendar day notice of reassignment. Employees who exercise this option will then receive a seven (7) calendar day written notice of layoff, shall be laid off, and shall have no bumping rights. These laid off employees shall have the right to have their names placed on the work location and statewide recall lists.

SECTION 7. EXCHANGE REASSIGNMENT.

Nothing in this Article shall preclude the Employer from having the right to reassign an employee within his/her classification to another work location and to make in conjunction therewith a direct exchange reassignment in the following situations:

A. Where an employee has been disciplined and the circumstances of the disciplinary action indicate that the employee should be reassigned,

consideration shall be given to moving the employee to a vacancy if one exists.

B. When an employee requests a transfer and the Employer agrees that transfer would be in the mutual interest of both parties.

Whenever the Employer makes a direct exchange reassignment pursuant to Subsections A and B above, the Employer will first seek a volunteer for the direct exchange from the assignment location to which the direct exchange reassignment is to be made. If there is no qualified volunteer at the assignment location to which the employee is to be reassigned, the least senior employee in the particular class at such assignment location shall be selected for the direct exchange reassignment. At the option of the Employer, a probationary employee may be utilized for direct exchange reassignment and consideration for such use, while not mandatory, is encouraged.

Employees who are at the same class/level shall be allowed to exchange positions between work locations when the Appointing Authority finds that such exchange can be accommodated. If a proposed exchange is not approved, the Appointing Authority shall advise the affected employees of the reasons for non-approval and afford the Union an opportunity for discussion.

SECTION 8. DETAILING.

Detailing is the temporary short-term assignment of employees to another work location. When the Appointing Authority decides that it is necessary to detail employees for longer than three (3) consecutive work days in order to accomplish the mission of the agency, the Appointing Authority shall first ask for volunteers at the work location from which such detailing is to take place. In evaluating employees who are to be selected for detailing, the Appointing Authority shall take into account the needs of both the sending and the receiving office, and the class(es)/level(s) of the employees needed for detailing. The Appointing Authority shall then detail from among the three most senior qualified volunteers in seniority order. In the event that there is an insufficient number of volunteers, the Appointing Authority shall assign employees by class/level to be detailed in inverse seniority order. Seniority will not be considered for detailing assignments of three (3) consecutive workdays or less. For purposes of detailing in inverse seniority order, the Union President, Officers, Chief Stewards, and Stewards shall be considered most senior. Among such Union officials, the Steward shall be most senior, followed by the Chief Steward, Union Officer, and Union President.

For purposes of this Section, preauthorized classes and levels shall not be combined when the Appointing Authority determines the mix of those class(es)/level(s) which are to be detailed.

Probationary employees may not be included in the detailing if the Employer determines they are not qualified to perform the work, but such employees shall be included in any detailing for such class/level upon completion of their probationary period.

In the UIA and ESA, exceptions to detailing by least seniority where such detailing would cause a valid hardship to the employee shall be subject to review on a case-by-case basis in accordance with current practice. In other Departments, until guidelines for such exceptions are established and agreed upon through secondary negotiations, current practice in regard to exceptions to detailing shall continue.

SECTION 9. OUTSTATION.

The assignment of staff to a workstation which is located at a facility other than the work location (i.e., an outstation) shall be in accordance with the provisions for detailing as stated above, except that in the event there is an insufficient number of volunteers, the Appointing Authority shall assign qualified employees by class/level in least seniority order. Exceptions to such assignment because of a clearly identifiable hardship shall be made in accordance with Section 5.C (5) of this Article.

ARTICLE 15
HOURS OF WORK AND OVERTIME

The provisions of Sections 1, 2, 3, and 4, of this Article shall not apply to permanent-intermittent employees.

SECTION 1. BIWEEKLY WORK PERIOD.

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

SECTION 2. WORK DAYS.

The work day shall consist of an assigned shift within twenty-four (24) consecutive hours commencing at 12:01 a.m. Employees shall work eighty (80) hours in a bi-weekly work period separated by a minimum of one period of at least 48 consecutive hours off.

SECTION 3. WORK SHIFT.

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

Day Shift	– Starts between 5:00 a.m. and 1:59 p.m.
Afternoon Shift	– Starts between 2:00 p.m. and 9:59 p.m.
Evening Shift	– Starts between 10:00 p.m. and 4:59 a.m.

SECTION 4. WORK SCHEDULES.

Consistent with program needs, employees may be assigned to work rotating or relief shifts.

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

Temporary changes in scheduled shifts may be made no less than ninety-six (96) hours prior to the beginning of the pay period to be worked. Any other changes in scheduling may be made no less than forty-eight (48) hours prior to the beginning of the pay period to be worked.

Any changes in scheduling shall be confirmed in writing to the employee and the Union. However, no such temporary scheduled shift changes shall be made

without first discussing the proposed changes with the Union, if the proposed change would affect more than fifty percent (50%) of the employees in a given class/level at any one work location.

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

For employees in offices which regularly work a standard eight (8) hour day, five (5) day week, changes in shifts shall be handled by the Employer first seeking qualified volunteers in seniority order. In the event that there is an insufficient number of volunteers, the Employer shall assign qualified employees on an inverse seniority basis.

SECTION 5. MEAL PERIODS.

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. This shall not preclude work schedules which provide for an eight (8) hour work day, inclusive of a meal period. The Employer may reasonably schedule meal periods to meet operational requirements. Those employees who regularly receive an unpaid meal period, and are required to work or be at their work assignments and are not relieved for such meal periods, shall have such time treated as hours worked for the purpose of computing overtime.

SECTION 6. REST PERIODS.

There shall be one (1) rest period of fifteen (15) minutes during each four (4) hours worked on a regular shift. The Employer retains the right to schedule employees' rest periods and to occasionally shorten such periods to fulfill emergency operational needs. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off. If an employee works two (2) consecutive hours of overtime which is contiguous to their regular working hours, she/he will receive another rest period.

SECTION 7. CALL BACK.

Call back 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 call back time is contiguous to their regular working hours will be paid only for those hours worked. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of four (4) hours' compensation. Call back time will be paid at the premium rate, provided that the called back employee has worked more than eight (8) hours in that day or forty (40) hours in that calendar week work period.

In the event the Employer intends to implement on-call provisions, the Employer shall notify the Union and bargain over such conditions of employment.

SECTION 8. ALTERNATIVE WORK PATTERNS.

The Appointing Authority may establish work schedules other than eight (8) hours per day, five (5) days per week. If such work schedule(s) are established, the Employer shall first seek volunteers. If there is an insufficient number of volunteers, assignment to such schedule(s) shall be by inverse seniority. Exceptions to voluntary assignment may be agreed to by the parties.

SECTION 9. DEFINITIONS.

A. Overtime.

Overtime is authorized time that an eligible employee works in excess of eight (8) hours in a day or forty (40) hours in a calendar week work period. For an employee on an alternate work schedule pursuant to Section 8, overtime is authorized time worked in excess of the regular work day or forty (40) hours in a calendar week work period.

B. Regular Rate.

The employee's prescribed hourly rate of pay, including any applicable shift differential, prison ("P" rate) pay, hazard pay, and on-call pay.

C. Premium Rate.

One and one-half (1½) times the employee's regular rate.

SECTION 10. OVERTIME COMPENSATION.

The Employer agrees to compensate employees at the premium rate in cash payment for all hours of work time in excess of eight (8) hours per day or forty (40) hours per calendar week. For employees on an alternate work schedule pursuant to Section 8, the Employer agrees to compensate employees at the premium rate in cash payment for all hours of work time in excess of the regular work day or forty (40) hours in a calendar week work period.

SECTION 11. COMPENSATORY TIME.

In the event that the Employer wishes to initiate a system, the Employer shall notify the Union and negotiate.

SECTION 12. PYRAMIDING.

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

SECTION 13. OVERTIME PROCEDURE.

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.

The procedure for offering voluntary overtime and for assigning involuntary overtime may be negotiated at the secondary level. Current practices with regard to scheduling overtime shall continue unless altered in secondary level negotiations.

Incidental overtime (overtime required to finish serving the public at the end of the business day) shall be offered or assigned in accordance with current practices for scheduling overtime only to employees in the building or group of buildings which constitutes a facility where the overtime is needed.

Probationary employees may not be included in overtime work if the Employer determines they are not qualified to perform the work, but shall be included under all overtime regulations upon completion of their probationary period.

SECTION 14. REDUCTION IN HOURS.

In the event that the Employer wishes to propose reduction in hours of employment, the Employer and the Union shall negotiate such proposals. The Employer shall not propose such reduction in hours of employment directly to employees. However, nothing shall preclude an individual employee from initiating a request in the reduction of his/her hours, and nothing shall preclude the Employer from granting such individually initiated requests.

ARTICLE 16
LEAVES

SECTION 1. ANNUAL LEAVE APPLICATION.

Other than the original grant of sixteen (16) hours of personal leave, an employee may not utilize and will not be credited with accrued annual leave until after completion of seven hundred twenty (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 for annual leave accrual.

Consistent with the operational needs of the Appointing Authority, annual leave shall be granted at such time during the year as requested by the employee in the order received. Annual leave may be used only with prior supervisory approval. In all cases, current practices with regard to approval of annual leave will continue unless otherwise agreed in secondary negotiations.

An employee desiring to use three (3) days or less of annual leave shall verbally request approval of his/her supervisor. Current practices with regard to reducing such requests to writing shall continue. An employee desiring to use annual leave in excess of three (3) days shall request approval of his/her supervisor in writing.

Requests for annual leave of less than one (1) week shall be given priority in the order received and will normally be submitted to the supervisor for approval or disapproval at least two (2) days before the desired leave time, unless circumstances prevent the employee from making such request at least two (2) days before the desired leave time.

An employee on annual leave who becomes ill or is injured and who thereby requires medical treatment may convert such period of time to sick leave with verification if requested. In the event of illness, injury, or death of a person for which sick leave could normally be used in accordance with Section 3 of this Article, an employee on annual leave may convert such time to sick leave.

SECTION 2. VACATION APPLICATION AND SCHEDULING.

Vacation is defined as a period of five (5) or more consecutive work days of annual leave. Consistent with the operational needs of the Appointing Authority, such requests shall be honored in accordance with the employee's seniority as defined in Article 12, Section 2. Current practices with regard to scheduling vacations shall continue unless otherwise agreed in secondary negotiations.

When a holiday falls during an employee's scheduled vacation, such holiday shall not be charged against the employee's vacation time.

SECTION 3. SICK LEAVE APPLICATION.

Sick leave may be used by an employee for:

A. Illness, disability, or injury of the employee, or exposure to contagious disease endangering others, any of which necessitates the employee's absence from work;

B. Appointments with a doctor, dentist, or other professional medical or recognized practitioner to the extent of time required to keep such appointments;

C. In the event of illness, injury, or death in the immediate family which necessitates the employee's absence from work. Immediate family shall be spouse, parent(s) or foster parent(s), children, foster children, stepchildren, brother(s), sister(s), parent(s)-in-law, grandparent(s), grandchildren, or any person for whose financial or physical care the employee is principally responsible.

D. The period of time utilized for health screening purposes at an authorized Employer-operated health screening unit.

All sick leave used shall be certified in writing by the employee(s) and verified by such other evidence when required by the Employer. Falsification of such evidence shall be cause for discipline up to and including dismissal.

Annual leave may be substituted for sick leave at the discretion of the employee within the pay period during which it was used .

SECTION 4. LEAVES OF ABSENCE.

Appointing Authority determinations under this Section shall not be arbitrary, discriminatory, or capricious.

A. Eligibility.

An employee shall have the right to request a leave of absence without pay in accordance with the provisions of this Section after the successful completion of his/her initial probationary period.

B. Requests.

A request for a leave of absence without pay shall be submitted in writing, on a leave of absence form if available, by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance of the proposed commencement date of the leave of absence

being requested, except under emergency circumstances. Such request shall state the reason for and the length of the leave of absence being requested.

The Appointing Authority shall furnish a written response as follows:

(1) Requests for a leave of absence not exceeding one (1) month shall be answered within ten (10) calendar days.

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

C. Approval.

Except as otherwise provided in this Agreement, an employee may be granted a leave of absence without pay by the Appointing Authority for a period up to six (6) months. The Appointing Authority 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. Upon bona fide mitigating circumstances, a leave of absence may be extended beyond six (6) months, except as otherwise provided in this Article.

An employee may elect in writing at the time a leave is requested to carry a balance of annual leave not to exceed eighty (80) hours during a leave of absence. An annual leave balance in excess of eighty (80) hours, up to a maximum of two hundred and forty (240) hours, may be carried with the written approval of the Appointing Authority. Such leave balances shall be made immediately available to the employee upon return from a leave of absence. Payment for annual leave due an employee who does not return from a leave of absence shall be at the employee's last rate of pay.

D. Types of Leaves of Absence.

(1) Educational.

The Appointing Authority may approve an individual employee's written request for full-time educational leave of absence for an initial period of time up to one (1) year. Such request will be answered in writing within thirty (30) calendar days stating approval or denial (with an explanation). Before the approved leave of absence can become finally effective, a curriculum plan and proof of full-time enrollment must be submitted by the employee to the Appointing Authority. At the request of the Appointing Authority, the employee shall provide evidence of continuous, successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such

education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Appointing Authority.

(2) Medical.

Upon depletion of accrued sick leave, an employee, upon request to his/her Appointing Authority, 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 guarantee 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 pregnancy shall not be counted against the guarantee. Employees who apply for a medical leave of absence subsequent to the effective date of this Agreement shall have the balance of their six (6) month guarantee adjusted by removing any medical leave of absence due to pregnancy that was deducted from the guarantee. An employee whose leaves including any extensions total less than six (6) months during the five (5) year period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months within such five (5) year period.

In all other cases, an employee in satisfactory employment status may be granted such leave by the Appointing Authority. Such leaves may be granted after the exhaustion of the employee's sick leave for a period of up to six (6) months upon providing the 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.

The Appointing Authority, in considering requests for leaves outside of the guarantee provided above, shall exercise discretion based on the circumstances related to the leave request on a case-by-case basis. In doing so, the Appointing Authority will consider its operational needs, the employee's work record, and verifiable medical information that the employee can return at the end of the extension period with the ability to perform his/her job duties. The employee or the Union may request an explanation of the reason for a denial of an extension of medical leave. Requests 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 sixty (60) days of return from original leave.

Prior to return to work from a medical leave of absence, the employee will be required to present medical certification of his/her fitness to resume performing his/her job duties. In the event the Appointing Authority requires a second opinion, the Appointing Authority reserves the right to have the employee examined by a physician selected and paid by the Appointing Authority for the employee's initial request, extension, and/or return to work.

Employees who have completed an initial probationary period and are in satisfactory employment status, who after providing the information as required by this Article, are subsequently not granted a medical leave of absence, will be placed on medical layoff. Such employee shall, upon providing medical certification of the employee's ability to return to his/her regular job responsibilities, be entitled upon request to have his/her name placed on departmental recall lists in accordance with Article 13, Section 10, provided that such medical certification is presented within two (2) years of the date of medical layoff. Such employees shall be considered as laid off with recall rights as described in this Section.

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

(3) Military.

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 Rules and Regulations and applicable Federal statutes.

(4) Union.

The Appointing Authority shall approve a request for a leave of absence for an employee upon written request of the Union and of the employee subject to the following limitations:

a. The request 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 elected or appointed office with the Union, the request shall state what the office is, the term of such office and its expiration date. This leave shall only 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 an employee of the Union, such leave shall be for a minimum of three (3) months renewable upon request but shall not exceed three (3) years.

(5) Waived Rights.

The Appointing Authority shall grant a waived rights leave of absence, upon request, to an employee in those situations where an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. Such employee does not have the right to return to State service at the expiration of a waived rights leave of absence but shall have the continuous nature of his/her service protected provided she/he returns 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 concerning the conditions of a waived rights leave of absence.

(6) Parental.

Upon written request to the Appointing Authority, an employee shall, after birth of his/her child or upon adoption of a child, be granted a parental leave of up to one (1) year with the option of up to an additional one (1) year extension. The employee may return early from such leave upon 30 days prior notice to the Appointing Authority.

SECTION 5. ANNUAL LEAVE DONATIONS.

Upon employee request, annual leave credits may be transferred to other employees under the following conditions:

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

B. The receiving employee has exhausted 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 employees within his/her employing department during a calendar year.

The right to donate hours and receive hours through direct transfer is not limited to employees in this Bargaining Unit. However, annual leave cannot be donated across departmental lines.

The right to donate annual leave hours is as follows:

A. The maximum annual leave donation in a calendar year will be for a maximum of forty (40) hours and donations shall be in whole hour increments.

B. Employee donations are irrevocable.

The Office of the State Employer and HSS Unit of SEIU Local 517-M shall each designate one representative to review requests and determine eligibility to receive annual leave donations.

This Section shall be effective as soon as administratively feasible after Civil Service Commission approval.

SECTION 6. 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 VWSAP Plan A or VWSAP 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.

ARTICLE 17
PERSONNEL FILES

SECTION 1. GENERAL.

There shall be only one official personnel file maintained for an employee. For purposes of record keeping, copies of information contained in the official personnel file may be kept at the employee's work location. Upon an employee's relocation to another work location, his/her local file shall be transferred to the employee's new work location. Material pertaining to an employee's behavior, performance, and/or of a disciplinary nature shall be identical in both the local and the official files. Under no circumstances shall an employee's medical file be contained in the employee's personnel file; however, records of personnel actions based upon medical information may be kept in the personnel file. Grievance forms and decisions shall not be contained in an employee's personnel file. All material placed in a personnel file shall either be signed by the employee indicating receipt of a copy of same or routinely supplied to the employee.

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

SECTION 2. ACCESS.

Access to individual personnel files shall be restricted to authorized Management personnel, the employee, and/or the Union Representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file and may be accompanied by a Union Representative if she/he so desires. Upon request, the Employer shall make copies of documents in a personnel file and furnish such copies to the employee or his/her Union Representative when authorized in writing by the employee.

SECTION 3. EMPLOYEE NOTIFICATION.

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

SECTION 4. NON-JOB-RELATED INFORMATION.

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

SECTION 5. REMOVAL OF RECORDS.

Records of disciplinary actions, reprimands, or less than satisfactory 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 the employee has not received a less than satisfactory service rating or has not been the subject of disciplinary action for the same or similar reasons during such twenty-four (24) month period. Counseling memoranda shall similarly be removed twelve (12) months following the date of issuance, provided that the employee has not received a less than satisfactory service rating, been the subject of disciplinary action, or received further formal counseling for the same or similar reasons 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 Civil Service Rules and regulations. Nothing in these provisions is intended to prohibit the Employer from retaining and using records, even if "outdated," as evidence in defending against claims of unlawful discrimination by the Employer, the State, or its Departments/Agencies.

Any outdated material improperly placed or not removed timely shall not be used subsequently in any proceeding or in a selection process concerning the employee.

Within ninety (90) days of the effective date of this Agreement, the parties agree to establish the procedures for the removal and storage of outdated official personnel records.

SECTION 6. RIGHT TO KNOW ACT.

The parties incorporate herein by reference the provisions of the Employee Right To Know Act, MCL 423.501 et. Seq., and agree that they shall abide by the terms thereof in administering this Agreement.

SECTION 7. MAINTENANCE OF PAST PRACTICES.

All current procedures, practices, and conditions pertinent to personnel files in effect on the effective date of this Agreement, except as altered herein, shall be maintained during the term of this Agreement.

ARTICLE 18
COUNSELING AND DISCIPLINARY ACTION

SECTION 1. COUNSELING.

A. 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 recorded in the employee's personnel file.

An employee shall not have the right to Union representation during informal counseling.

B. Formal Counseling.

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 or in memo 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 document. The distinction between informal and formal counseling shall be maintained and a counseling memo, if any, shall be considered formal. Formal counseling is grievable in accordance with Article 9 through Step Three (3).

C. Relationship to Disciplinary Action.

Neither performance review, informal nor formal counseling shall be considered as punitive/disciplinary action nor as prerequisites to disciplinary action. Formal counseling may not be introduced in a disciplinary conference or proceeding, except to demonstrate, if necessary, that an employee knew or knows what is expected of him/her. 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.

SECTION 2. 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.

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. Whenever an employee is formally charged with a violation of any obligation, rule, regulation, or policy, the employee shall be notified in writing of the claimed violation and disciplinary penalty therefore. Any employee who alleges that disciplinary action is not based upon just cause may appeal such action in accordance with Article 9, 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 appealable, 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.

Any performance evaluation, formal 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.

The parties agree that disciplinary action must be supported by timely and accurate investigation. An employee shall be given the opportunity 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.

Whenever it is determined that disciplinary action is appropriate, a disciplinary conference shall be held with the employee at which the employee shall be entitled to Union representation. The Union Representative must be notified and requested by the employee. No disciplinary conference shall proceed without the presence of a requested Union Representative. The employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Questions by the employee or Union 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. The employee's signature indicates only that the employee

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.

An employee shall be entitled to the presence of a designated Union Representative, if she/he requests one, at any meeting at which disciplinary or any adverse action may or will take place, or at an investigatory interview of the employee by the Employer related to one or more specific charges of misconduct by the employee. If an employee is to be represented at a scheduled meeting by an attorney, the employee or the Union shall give as much notice as possible to the Employer. It is agreed that where disciplinary or adverse action is intended as the subject of a meeting, or where such action will result directly and immediately depending upon the content of the meeting, representation is allowed.

In any investigatory interview with an employee where the employee has been suspended (with or without pay) or transferred from the employee's regular job assignment, the employee shall have the right to Union representation.

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, 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 or within such extension as may be approved by the Appointing Authority. If disciplinary action is not taken against an employee within the seven (7) days, the employee shall receive full pay and benefits for the period of temporary suspension.

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 the copy of this letter, if presented personally, or the letter shall be sent to the employee by certified mail, return receipt requested. If the employee has received and signed for a written letter of reprimand, no notice is required under this Article.

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 that she/he will be terminated in the absence of the resignation.

ARTICLE 19
PERMANENT-INTERMITTENT EMPLOYEES

Permanent-intermittent employees shall be used only for job assignments which are characterized by periodic, irregular, seasonal, or school year scheduling.

SECTION 1. GENERAL PROVISIONS.

The Employer agrees to provide a minimum call-in guarantee of three (3) hours for permanent-intermittent employees who are scheduled to work or called in to work and who, after arriving at the work location, are advised that they are not needed, or work less than three (3) hours.

Permanent-intermittent employees who work an assigned shift and who, after returning home, are called back to work, will be paid a minimum of four (4) hours at the regular rate of pay.

Where the Employer has six (6) hours of work that could be performed by one (1) permanent-intermittent employee, the Employer will assign such shift to but one (1) employee unless operating or contractual requirements necessitate otherwise.

Furloughed permanent-intermittent employees shall be scheduled to work before the recall of laid-off permanent-intermittent employees. Permanent-intermittent employees shall not be scheduled or furloughed for the purpose of avoiding the provisions of this Article.

SECTION 2. ENTITLEMENTS.

Permanent-intermittent employees shall earn benefits in accordance with current practice upon return from furlough. Seniority is accrued in accordance with Article 12.

Annual leave and sick leave shall be administered in accordance with the provisions of Article 16, leaves. Sick leave, if approved, shall not exceed the number of hours the employee is scheduled to work.

Permanent-intermittent employees shall have their personal leave days and holiday pay calculated in accordance with Appendices D-1 and D-2.

SECTION 3. LIMITATIONS.

The provisions of this Section shall apply only in the UIA and ESA.

If a permanent-intermittent employee has been scheduled to work in one (1) work location on a full-time basis for thirteen (13) consecutive weeks, the Employer will establish a permanent position in that work location and fill the vacancy in accordance with contractual provisions. When a permanent-intermittent employee has worked for ten (10) consecutive weeks, management shall attempt to project the remaining length of the assignment. If after management review, a permanent-intermittent assignment is expected to exceed thirteen (13) consecutive weeks, the Employer will establish a permanent position in that work location, to be filled in accordance with contractual procedures, except when the permanent-intermittent assignment is to fill in behind an approved leave of absence. The employee holding the permanent-intermittent assignment may be continued beyond the thirteen (13) consecutive weeks until the permanent vacancy has been filled in accordance with the provisions of the Agreement. If there is a reduction in force pending, this provision will not apply if the office where the permanent-intermittent position is located is scheduled for a reduction. Approved annual leave following and contiguous to the last scheduled day (or hours) worked shall not count for the purpose of establishing a permanent position.

SECTION 4. SCHEDULING, FURLOUGH, LAYOFF, RECALL, AND TRANSFER IN THE UIA AND ESA.

Permanent-intermittent employees and limited-term intermittent employees shall be scheduled in most seniority order. Permanent-intermittent employees and limited-term intermittent employees shall be furloughed by class/level in least seniority order within a work location. Bargaining Unit seniority shall be as defined in Article 12, Section 2. Such furloughs and scheduling shall be to permanent-intermittent positions or limited-term intermittent positions.

A permanent-intermittent employee or a limited-term intermittent employee may change his/her work location choice(s) on a quarterly basis, effective the first day of the calendar quarter. If a change is desired such notice is to be given no later than ten (10) calendar days before the first day of the new calendar quarter.

Permanent-intermittent employees and limited-term intermittent employees must be available for scheduling upon one (1) day notice. If a permanent-intermittent employee or a limited-term intermittent employee is contacted by the Employer for scheduling and requests approval of leave or lost time because of vacation, illness, etc., the Employer may approve leave usage or lost time if operational needs permit. The Employer may then call the next most senior permanent-intermittent employee or limited-term intermittent employee on the scheduling list. At the end of the approved leave or lost time, the most senior permanent-intermittent employee or limited-term intermittent employee shall report for duty, if she/he is still scheduled. If a permanent-intermittent employee or limited-term intermittent employee is not granted approval for leave usage or

lost time and fails to report for duty, she/he shall be considered absent without leave.

Permanent-intermittent employees shall not be scheduled to work until all laid-off permanent employees for the work location have been recalled. A permanent-intermittent employee who has status and who has been furloughed for one (1) year shall then be laid off. Such permanent-intermittent employees on layoff up to three (3) years shall have the right of recall to permanent-intermittent positions in seniority order, before additional permanent-intermittent employees are hired.

A permanent-intermittent employee who is laid off from a permanent full-time position shall retain his/her Article 13 recall rights.

SECTION 5. SCHEDULING, FURLOUGH, LAYOFF, RECALL AND TRANSFER IN DEPARTMENTS OTHER THAN THE UIA AND ESA.

The scheduling, hours of work, furlough, layoff, and recall of permanent-intermittent employees shall continue in accordance with current contract language unless negotiated otherwise in secondary negotiations. Any issues arising out of the employment of permanent-intermittent employees shall be discussed in Labor-Management Meetings.

Permanent-intermittent employees who have acquired status shall have transfer rights to other permanent-intermittent positions.

SECTION 6. REPORTS PROVIDED BY THE UIA.

The Appointing Authority shall continue to provide the Union with quarterly reports on use of permanent-intermittent and limited-term intermittent employees. The Union and the Employer shall meet as soon as possible after the effective date of this Agreement to determine what information on permanent-intermittent and limited-term intermittent employees is available and decide what information shall be provided the Union.

The Employer shall furnish to the Union without cost on a quarterly basis a Permanent-Intermittent and Limited-Term Intermittent Scheduling List and a Permanent-Intermittent Recall List of all employees in seniority order who have agreed to be scheduled or recalled as permanent-intermittent employees. Such lists shall include the employee's name, social security number, date of hire, and TKU number of all work locations to which the employee is willing to be scheduled or recalled.

ARTICLE 20
MISCELLANEOUS

SECTION 1. DEFINITIONS.

A. Appointing Authority.

Appointing Authority means the single Executive heading a principal Department or the Chief Executive Officer of a principal Department headed by a Board or Commission, or those persons authorized and responsible to administer personnel and labor relations functions of the Department, Board or Commission.

B. Employer.

Employer means the State Employer and all Departmental Employers having employees in this Bargaining Unit.

C. Probationary Employee.

An employee who has not completed a required probationary period in his/her current class/level according to applicable Civil Service Rules and Regulations.

D. Weekday.

Weekday means Monday through Friday inclusive, excluding holidays.

SECTION 2. EFFECT OF AGREEMENT ON CIVIL SERVICE RULES AND COMPENSATION PLAN, AND OTHER EXISTING TERMS AND CONDITIONS OF EMPLOYMENT.

Wages, hours, and conditions of employment (which are mandatory subjects of bargaining) in effect on the effective date of this Agreement shall, except as addressed elsewhere herein, be maintained during the term of this Agreement.

The parties adopt and incorporate herein the Compensation Plan and Regulations and current Rules (excluding rules governing prohibited subjects of bargaining) of the Civil Service Commission, except where the subject matter of any Rule or provision of the Compensation Plan and Regulations is addressed in this Agreement, in which event the provisions of this Agreement shall govern. If the subject matter of a Rule or provision of the Compensation Plan and Regulations is not addressed in this Agreement, such Rule or provision shall govern.

Where any provision of this Agreement governing a proper subject of bargaining is in conflict with any Civil Service Rule, the parties shall regard Commission approval of this Agreement or portion thereof as an expression of policy by the Commission that the parties are to be governed by such approved provisions of this Agreement, and shall abide by such provisions. Respecting any provisions not approved, the parties shall jointly petition the Commission to amend any Rule which the Commission determines to conflict with such unapproved provisions so as to be consistent therewith. The parties shall be governed by the pertinent provisions of this Agreement to the extent the Commission approves their petition. To the extent the Commission denies the parties' petition, the current Rule(s) shall govern unless and until the parties negotiate and arrive at a mutually agreed replacement. Such replacement shall be immediately presented to the Commission for approval.

SECTION 3. SECONDARY NEGOTIATIONS.

Secondary negotiations may be conducted only on subjects specifically delegated by this Agreement. No provisions of any secondary agreement shall supersede or conflict with any provisions of the primary agreement, and no secondary agreement shall become effective until it has been reviewed and approved by the Union, the Office of the State Employer, and the Civil Service Commission.

Any secondary negotiations will be scheduled and conducted in accordance with Civil Service Rules and Regulations.

SECTION 4. SAVINGS CLAUSE.

Should any part of this Agreement, or any provision contained herein, be declared invalid by operation of law or by any tribunal of competent jurisdiction, including the Civil Service Commission, such invalidation of such part or provision shall not invalidate the remaining portions hereof, which shall remain in full force and effect. If the party(ies) appeal such declaration within the applicable time limits, the affected provision of this Agreement shall remain in effect unless prohibited by order of such tribunal. The parties agree that if such part or provision is finally invalidated, they will collectively bargain, as expeditiously as possible, to arrive at a mutually agreed replacement for such part or provision. Such replacement shall be immediately presented to the Civil Service Commission for approval.

SECTION 5. NON-DISCRIMINATION.

The Employer and the Union recognize their respective responsibilities under and support Federal, State, and local laws relating to fair employment practices. The Employer and the Union recognize the moral principles involved in the area of civil rights and affirmative action and hereby affirm in this Collective Bargaining

Agreement their commitment not to discriminate because of race, creed, religion, political partisanship, color, age, sex, national origin, ancestry, sexual orientation, genetic information, marital status, disability, height, or weight with regard to terms and conditions of employment, admittance to Union membership, or representation of Union members.

There shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee because of Union membership or activity or because of any activity protected by Civil Service Rules and Regulations or permitted by this Agreement. Employees shall be protected from reprisal for the lawful disclosure of the violation of law, rule or regulation or mismanagement or abuse of authority.

The Union has the right to representation on all Departmental and/or Agency affirmative action committees. Problems or questions regarding affirmative action shall be subjects of Labor-Management Meetings unless an affirmative action committee has been established in the Department and/or Agency. In Departments and/or Agencies having such committees, the number of Union Representatives shall be determined in secondary level negotiations.

SECTION 6. WAGE ASSIGNMENTS AND GARNISHMENTS.

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

SECTION 7. SEXUAL HARASSMENT.

No employee shall be subjected to sexual harassment by another employee during the course of employment in the State classified service. The Employer will make a good faith effort to attempt to prevent sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take corrective action. The parties hereby incorporate Civil Service Rules and Regulations regarding sexual harassment, except that any grievance filed shall use the grievance procedure herein provided.

For the purposes 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.

SECTION 8. POLYGRAPH TESTS.

No employee shall be required to take a polygraph examination, and no disciplinary action shall be taken against any employee for refusing to take a polygraph examination. However, if any employee consents to a polygraph examination, the results of that examination may not be used or offered in any judicial or quasi-judicial proceeding (other than grievance- arbitration proceedings under this Agreement) unless required by court order.

SECTION 9. ACCESS TO WORK RULES.

A copy of all current policies, procedure manuals, personnel releases, work rules, regulations, this Agreement, and any other documents concerning an employee's rights, obligations, conduct, standards and performance requirements shall be made reasonably available upon the employee's request

SECTION 10. SMOKING.

Consistent with the provisions of Executive Order 1992-3, as it may be amended, the use of any tobacco product is prohibited in any owned or leased State Government facility.

SECTION 11. ERGONOMICS.

The Employer agrees that, within budgetary and operational limitations, proven ergonomic principles will be a factor in the selection of new office equipment for use with video display terminals (VDT's), including VDT work stations with adjustable chairs and backrests, footrests, adjustable tables and keyboard holders. The Employer agrees to provide glare reducing screens and wrist supports to use with video display terminals upon employee request. The parties agree that issues related to ergonomics, including but not limited to the topics detailed in the Union's 1988 Proposal on Ergonomics, are proper subjects for discussion at Labor-Management or Health and Safety Subcommittee Meetings.

SECTION 12. PRINTING OF THE AGREEMENT.

The Employer and the Union shall mutually proof this Agreement against the tentative agreement ratified by the parties prior to final printing and distribution. The Employer shall be responsible for the printing of the Agreement and will provide copies to the Union upon request. Such copies shall be provided at cost. The Union shall provide copies of this Agreement to employees; the Employer shall be responsible for providing copies of this Agreement to Management and supervisors of such employees.

SECTION 13. LETTER OF UNDERSTANDING.

As used in this Agreement, a Letter of Understanding is a written understanding and/or agreement entered into between the Union and the State Employer and ratified by the Civil Service Commission, which interprets, modifies or amends one or more provisions of this Agreement or a secondary agreement; they are enforceable only as to their terms. Local agreements (such as mutually approved minutes of Labor-Management Meetings), while instructive as to those parties' wishes, expectations, and intent, are not Letters of Understanding.

SECTION 14. VOLUNTARY WORK SCHEDULE ADJUSTMENT PROGRAM.

Employees in this Bargaining Unit shall be eligible to participate in the Voluntary Work Schedule Adjustment Program, as provided in this Section. 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. Bargaining Unit employees shall continue to have the right, by not submitting a standard agreement form, not to participate in either of the program's two plans.

Discretion to approve or disapprove an employee's request to participate in Plan A or Plan C is reserved to the supervisor and Appointing Authority, based upon whether such participation would adversely impact upon the department's operations and/or budget. Once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the Agreement by the Appointing Authority shall not be grievable.

A. Plan A. Biweekly scheduled hours reduction.

(1) Eligibility.

Only full-time employees who have satisfactorily completed 1,040 hours in the State classified service shall be eligible to participate in Plan 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 pay period. The standard hours per pay period for the employee to receive the benefits of paragraphs 3 and 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 a Plan A reduced work schedule will count against an employee's twelve (12) work week leave entitlement, if it is determined based on information provided to the Employer in accordance with the Act that such time off is for a qualifying purpose under the federal Family and Medical Leave Act.

(3) Insurances.

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

(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 participation in Plan A.

B. Plan C. Leave of Absence.

(1) Eligibility.

Full-time and part-time employees who have satisfactorily completed 1,040 hours in the State classified service shall be eligible to participate in Plan C. Permanent-intermittent employees are not eligible to participate.

(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 per fiscal year. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will count against an employee's twelve (12) work week leave entitlement, if it is determined based on information provided to the Employer in accordance with the Act that such time off is for a qualifying purpose under the federal Family and Medical Leave Act.

(3) Insurances.

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

(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.

(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.

SECTION 15. 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. Such lounge and/or eating areas shall include Employer provided furniture, such as but not limited to tables and chairs and, where feasible, and within budgetary and operational limitations, electrical outlets. When leasing new office space and/or renewing existing leases, the feasibility of providing lounge or eating areas will be a consideration. 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 10 of this Agreement.

ARTICLE 21
NO STRIKE - NO LOCKOUT

No employee shall engage in a strike against the Employer. Any employee taking part in such strike shall be subject to the provisions of the Civil Service Rules and Regulations.

Upon receipt of written notice from the Employer to the Union's President, or in his/her absence to a principal Union officer, the Union hereby agrees that it shall meet with the Employer in order to clarify the situation and take positive measures to terminate any such violation by an employee or group of employees.

Neither the Employer, nor any of its officers, agents, or representatives, individually or collectively, shall authorize, instigate, cause, aid, or condone any lockout.

ARTICLE 22
ECONOMICS

SECTION 1. GENERAL WAGE INCREASE.

A. Across-the-board wages.

(1) Fiscal Year 2005-06. On October 1, 2005, the base hourly rate in effect at 11:59 p.m. on September 30, 2005, for each step in the pay ranges in the Human Services Support Unit shall be increased by one percent (1.0%)

(2) Fiscal Year 2005-06. At the beginning of the first full pay-period in April 2006, the base hourly rate for each step of the Human Services Support Unit shall be increased by one percent (1%).

(3) Fiscal Year 2006-07. Effective October 1, 2006, the base hourly rate in effect at 11:59 p.m. on September 30, 2006, for each step in the pay ranges in the Human Services Support Unit shall be increased by two percent (2.0%).

(4) At the beginning of the first full pay-period in April, 2007 the base hourly rate for each step of the Human Services Support Unit shall be increased by two percent (2%).

(5) Fiscal Year 2007-08. Effective October 1, 2007, the base hourly rate in effect at 11:59 p.m. on September 30, 2007, for each step in the pay ranges in the Human Services Support Unit shall be increased by two percent (2.0%).

(6) At the beginning of the first full pay-period in April, 2008 the base hourly rate for each step of the Human Services Support Unit shall be increased by two percent (2%).

B. This completes the parties' obligation to collectively bargain over Article 22 for Fiscal 2005-06, 2006-07, and 2007-08.

SECTION 2. GROUP INSURANCE ELIGIBILITY.

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

Employees who are not working during the open enrollment period for health,

dental, vision, life, and LTD shall be offered open enrollment by the Employer in the above insurances on their first return to work date after the open enrollment period, if they are eligible according to the terms of such insurances.

SECTION 3. THE STATE HEALTH PLAN.

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

A. Premium Splits.

Except as provided in Section 12 below, the Employer shall pay 95% of the premium, and the enrolled employee shall pay 5% of the premium for the State Health Plan.

B. Co-Pay.

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

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

Effective January 1, 2003, the deductibles under the State Health Plan shall be $200/individual and $400/family per calendar year for in-network services and $500/individual and $1,000/family per calendar year for out-of-network services. The maximum out of pocket cost per individual shall be $1,000 and $2,000/family per calendar year for in-network services and $2,000/individual and $4,000/family per calendar year for out-of-network services. The deductible does not apply towards the maximum out of pocket cost.

SECTION 4. STATE HEALTH PLAN PROVISIONS.

A. State Health Plan Components.

The Union shall continue to be entitled to participate as a member of the Labor-Management Health Care Committee.

The committee will continue to review and monitor the progress of the actual implementation of the State Health Plan.

It is understood that each exclusively recognized employee organization will be entitled to designate one (1) representative to participate in the Labor-Management Health Care Committee.

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

(1) Pre-certification of Hospital Admission and Length of Stay. The pre-certification for admission and length of stay component of the plan requires that the attending physician submit to the Third Party Administrator (TPA) 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 TPA 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 TPA 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 TPA before the expected admission date to obtain the length-of-stay approval. There will be no limitation on benefits caused by the attending physician's failure to obtain pre-admission certification.

(2) 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 in-network office call fee or covered at 90% after the deductible if obtained out-of-network.

(3) Home Health Care. A program of Home Health Care and Home Care Services to reduce the length of hospital stay and admissions shall also be available at the employee's option. This component requires that the attending physician contact the Third Party Administrator to authorize home health care service in lieu of a hospital admission or a continuation of a hospital confinement.

The attending physician must certify that the proper treatment of the disease or injury would require continued confinement as a resident inpatient in a hospital in the absence of the services and supplies provided as a part of the Home Health Care Plan. If appropriate, certification will be granted for an estimated number of visits within a specified period of time. The details of the types of services and charges that shall be covered under this component include part-time or intermittent nursing care by a registered nurse (R.N.) 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. Home Health Care services under the SHPA will be continued. Details of the covered services will be provided in the SHP benefit booklet. Home Health Care shall be available at the patient's 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).

(4) Alternative Delivery Systems. The State Health Plan shall also provide hospice care and birthing center care benefits to employees and enrolled family members. 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. Hospice services covered under the SHPA will be continued. Details of the covered service will be provided in the SHP booklet. 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 nursery care benefit set forth in Appendix J.

B. Prescription Drugs.

Bargaining Unit members who are covered by the State Health Plan will be enrolled in the prescription drug PPO. The Employer shall continue an optional mail order plan for maintenance prescription drugs. Effective January 1, 2003, the employee co-pay shall be $7 per prescription for generic drugs and a $12 co-pay per prescription for brand name drugs for both the retail and mail order drug plans. The brand name co-payment level will apply even when there is no generic substitute, as well as to DAW prescriptions. Effective January 1, 2004, the employee co-pay shall be $15 per prescription for brand name drugs for both the retail and mail order drug plans.

Effective October 1, 2005, 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.

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

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

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

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

C. Mental Health/Substance Abuse Services.

Benefits for in-patient and out-patient mental health care and substance abuse services shall be as outlined in Appendix J. If there is no network provider within a reasonable distance from the member's home address (as determined by the Director of the Employee Benefits Division), the vendor will authorize payment for covered services which are provided by a non-network provider as permitted under the State Health Plan in effect prior to the implementation of the PPO.

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

D. Hearing.

The State's hearing care program shall continue to be a benefit under the State Health Plan. Such program shall include those benefits currently provided, including audiometric exams, hearing aid evaluation tests, hearing aids and fitting and binaural hearing aids when medically appropriate, subject to a $10 office call fee for the examination, and shall be available once every 36 months unless hearing capacity changes to the degree determined upon advice by the State Health Plan's medical policy team and audiology professionals.

E. Wellness and Preventive Services.

Effective January 1, 2004, wellness and preventive coverage in accordance with the State Health Plan as outlined in Appendix J will be subject to a maximum plan payment of $750 for in-network services per individual per calendar year. Effective January 1, 2006, the maximum shall increase to $1500. There shall be no coverage for wellness and preventive services received out-of-network.

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

F. Weight Loss.

Expenses of weight-loss clinic attendance are covered up to a lifetime limit of $300, if conditions are met as specified in either (1) or (2) below:

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

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

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

G. Orthopedic Inserts.

Medically necessary orthopedic inserts for shoes, when prescribed by a licensed physician, are covered under the State Health Plan. This benefit is included under the durable medical equipment benefit in Appendix J.

H. Blood Storage.

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

I. Disease Management Program.

The disease management program currently known as Blue Health Connection shall be included under the State Health Plan as a covered benefit on a voluntary basis.

J. Survivor Conversion Option.

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

K. Health Risk Appraisal Program.

The parties agree to continue extending the Health Risk Appraisal Program to Bargaining Unit members during the term of this Agreement. Such program shall consist of a health assessment questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the Employer, the Union, or third parties.

L. Open Enrollment.

There shall be an annual open enrollment period offered to Unit members in July or August of each year of this Agreement.

M. Smoking Cessation/Abatement Assistance.

The State shall continue a program for reimbursing employees for the fee they paid for enrolling in, and completing, a smoking cessation/abatement program approved by their Appointing Authority. The following conditions shall apply:

(1) The reimbursement will be available for the employee's participation only. Expenses incurred by the employee's dependents are not reimbursable, even if the employee paid part or all of them.

(2) The reimbursement shall be available on a one-time-only basis.

(3) The amount of the reimbursement shall not exceed $50.00.

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

(5) This program shall not be considered a part of the State Health Plan, and reimbursements are not payable through the State Health Plan. The reimbursement shall be paid to eligible employees by the Departmental Employer.

Transdermal Patches: Bargaining Unit members shall continue to be eligible, on a one-time-only basis, for reimbursement of the cost of transdermal patches, less the $2.00 co-payment, and accompanying smoking cessation counseling not otherwise available as a covered benefit under the health plan in which the employee is enrolled. An employee who has already received reimbursement for transdermal patches under any program sponsored by the State shall not be eligible for this benefit. Reimbursement shall be made by the Departmental Employer.

N. 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.

O. Reimbursement for Certain Services and Equipment.

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 90% after the deductible is met.

P. Office Visits and Consultations.

Effective January 1, 2003, in-network office visits and office consultations will be subject to a $10.00 co-pay and will not be applied toward the individual or family deductible. Out-of-network office visits and office consultations shall be covered at 90% after the deductible is met.

Q. In- and Out-of-Network Access.

In- and out-of-network access is described in Appendix C-27, which includes rules for network use.

R. Effective October 1, 2005, in-network chiropractic spinal manipulation will be subject to a $10 co-pay and will not be subject to the deductible. Out-of-network chiropractic spinal manipulation shall be covered at 90% after the deductible is met.

S. A PPO network for durable medical equipment (DME) and prosthetic and orthotic appliances will be integrated into the SHP PPO with in-network reimbursed at 100% and out-of-network reimbursed at 80% of approved charges. No deductible will be required.

SECTION 5. HEALTH MAINTENANCE ORGANIZATIONS (HMOS).

As an alternative to the State-sponsored health insurance program, enrollment in an HMO shall be offered to those employees residing in areas where qualified licensed HMOs are in operation. The State shall pay the same dollar value contribution toward HMO membership (per enrolled employee) as is paid to the State-sponsored health insurance program for both employee and employee/dependent coverage, except where the membership cost is less than the State-sponsored health insurance program premium. In such case, the State shall pay that rate published by the Employee Benefits Division. The HMO provisions cited above are understood to be as required by Federal statute and regulations which regulate Employer participation and contributions toward the cost of HMOs. If an employee moves to a new permanent residence outside the service area of the authorized HMO in which she/he is enrolled, the employee may transfer such enrollment to the State Health Plan or to another authorized HMO serving the new residence area. 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.

SECTION 6. LIFE INSURANCE.

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. The Employer shall pay 100% of the premium for this benefit.

The employee shall pay 100% of premiums for covered dependents. There shall be no age ceiling for coverage for handicapped dependents, and such additional coverage shall be provided without increased premium cost. A dependent will be considered handicapped if she/he 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.

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

- Spouse for $1,500; child(ren) for $1,000
- Spouse for $5,000; child(ren) for $2,500
- Spouse for $10,000; child(ren) for $5,000
- Spouse for $25,000; child(ren) for $10,000
- Spouse for $0; child(ren) for $10,000

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

The Employer agrees to continue the line-of-duty accidental death benefit of $100,000.

SECTION 7. GROUP DENTAL PLANS.

A. Premium and Benefit Levels.

Except as provided in Section 12 below, the Employer shall pay 95% of the applicable premium for employees enrolled in the State Dental Plan. Benefits payable under the State Dental Plan will be as follows:

(1) 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.).

(2) There shall be a yearly maximum benefit of $1,000 per person exclusive of orthodontics for which there shall be a separate $1,500 lifetime maximum benefit. Effective October 1, 2002, the yearly maximum benefit shall increase to $1,250 and to $1,500 on October 1, 2003.

B. Covered Dental Expenses.

The State Dental 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 State Dental Plan for each covered person in each 12-month period (Fiscal Year) exclusive of orthodontics for which there is a separate lifetime maximum benefit.

(1) The following services will be paid at the 100% benefit level:

a. Diagnostic Services:
- Oral examinations and consultations twice in a Fiscal Year.
- Effective October 1, 2005, oral exfoliative cytology (brush biopsy) will be covered when warranted from a visual and tactile examination.

b. Preventive Services:
- Prophylaxis - teeth cleaning three times in a Fiscal Year;
- Topical application of fluoride for children up to age 19, twice in a Fiscal Year;

- Space maintainers for children up to age 14, unless an older age is specifically authorized by the dental plan administrator.

(2) The following services will be paid at the 90% benefit level:

a. Radiographs:
- Bite-wing X-rays once in a fiscal year unless special need is shown to the satisfaction of the dental plan administrator;
- Full mouth X-rays once in a five-year period unless special need is shown to the satisfaction of the dental plan administrator.

b. Restorative Services:
- Amalgam, silicate, acrylic, porcelain, plastic, and composite restorations;
- Gold inlay and outlay restorations.

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

d. 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.

e. Periodontic Services:
- Periodontal surgery to remove diseased gum tissue surrounding the tooth;
- Adjunctive periodontal services, including provisional splinting to stabilize teeth, occiusal 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.

(3) The following prosthodontic services will be paid at the 50% benefit level:

- Repair or rebasing of an existing full or partial denture;
- Initial installation of fixed bridgework;
- Initial installation of partial or full removable dentures (including adjustments for six months following installation);

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

(4) The following orthodontic services will be paid at the 60% benefit level:

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

C. Point-of-Service PPO.

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

Benefit	Current Level	Point-of-Service PPO Level
Diagnostic Services (Exams)	100%	100%
Preventive Services	100%	100%
Radiographs	90%	100%
Restorative (Fillings)	90%	100%
Oral Surgery (Extractions)	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%
Prosthodontic Repairs	50%	100%
Dental Sealants	50%	70%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%

Orthodontics	60%	75%
Annual Maximum	$1,000*	$1,000*
Lifetime Orthodontics Limit	$1,500	$1,500

*Note: See Subsection A (2) above for change in annual maximum.

D. Sealants.

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

E. Dental Maintenance Organization.

The Employer shall continue to offer Bargaining Unit employees the option of voluntarily enrolling in the Dental Maintenance Organization (DM0). The parties understand that the State-approved service area for the DM0 program encompasses only certain geographical areas. The DM0 will grant a properly completed out-of-area waiver application from a Unit member. The parties also understand that all eligible dental services must be provided by a DM0 network provider in order for coverage to be in effect (except for emergency treatment for the immediate relief of pain and suffering when the enrollee is more than fifty miles from a participating provider, which will be reimbursed at fifty percent (50%) of the usual, customary and reasonable rate of the nonparticipating provider).

F. Preventive Dental Plan.

A preventive dental plan will continue to be made available as a voluntary option for employees under the Flexible Benefits Plan provided for in Section 12 of this Article.

G. Open Enrollment.

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

SECTION 8. VISION CARE PLAN.

Except as provided in Section 12 below, the Employer will provide a Vision

Care Plan paying 100% of the applicable premium for employees and dependents enrolled in the plan. Benefits payable under the plan will be as follows:

A. Plan Payments for Participating Providers:

(1) Examination - payable once in any 12-month period with an employee co-payment of $5.00.

(2) Lenses and Frames - payable once in any 24-month period with an employee co-payment of $7.50 for eyeglass lenses and frames and $7.50 for medically necessary contact lenses. However, the benefit interval (for participating providers) shall be once in a 12-month period if there has been a prescription change. Coverage includes regular, bifocal, or trifocal lenses up to and including 71 millimeters (mm.) in diameter; glass or plastic colorless lenses with a tint not to exceed a rose #2; prism lenses; and special lenses (e.g., aphatic, lenticular, and aspheric). The payment for eye glass frames shall be the provider's (i.e., wholesale) cost or $25, whichever is less, plus a dispensing fee paid to the provider.

(3) Contact Lenses Not Medically Necessary -- the plan will pay a maximum of $90 and the employee shall pay any additional charge of the provider for such lenses.

"Medically necessary" means that (a) the employee's visual acuity cannot otherwise be corrected to 20/70 in the better eye or (b) the employee has one of the following visual conditions:
Keratoconus, irregular astigmatism or irregular corneal curvature.

B. Limitations on Plan Payments for Nonparticipating Providers

a. For Vision Testing Examinations: Once in any 12-month period, 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 charge or the amount set forth below, whichever is less.

1. Regular Lenses:

Single Vision	$13 per pair
Bifocal	$20 per pair
Trifocal	$24 per pair

2. Contact Lenses:

Medically necessary as defined in Subsection A.3 above	$96 per pair
Not medically necessary	$40 per pair

3. 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.

4. Additional Charges for Plastic Lenses:

$3.00 per pair, plus benefit provided above for covered lenses.

5. Additional Charges for Tints equal to Rose Tints:

#1 and #2 Tints	$3.00 per pair

6. Additional Charges for Prism Lenses: $2.00 per pair

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

c. For Eyeglass Frames: The plan will pay the provider's charges or $14.75, whichever is less.

C. VDT/CRT Operators.

VDT/CRT operators who, while operating a VDT/CRT, require prescription corrective lenses that are different from those normally used, shall be eligible for reimbursement for lenses and frames on an annual basis at the rates provided herein. Such reimbursement shall be made by the Departmental Employer and shall include the co-pay requirements for the lenses and frames under this paragraph. These lenses and frames are in addition to those provided under the vision care insurance.

SECTION 9. FLEXIBLE BENEFITS PLAN.

A Flexible Benefits Plan shall be offered to all Bargaining Unit members during the annual enrollment process and shall be effective the first full pay period in the new fiscal year.

The Plan will consist of the group insurance programs with various options available to Bargaining Unit members. Financial incentives will be paid to employees who select: a Catastrophic Health Plan rather than the Standard Health Plan coverage, a Preventive Dental coverage rather than the Standard State Dental Plan or reduced life insurance coverage (one times salary or $50,000 rather than two times salary). In addition, members who elect no health care or dental coverage will receive a financial incentive.

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

Incentives are paid each year and are the same regardless of an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FYO1-02 will receive $1,300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan.

Incentives to be paid during each fiscal year will be determined in conjunction with the annual rate setting process. The amount of the incentive to be paid to employees selecting the lower-level life insurance coverage is based on an individual's annual salary and the rate per $1,000 of coverage, and therefore may differ from employee to employee. Financial incentives under the Flexible Benefits Plan to employees electing Catastrophic Health, no health care, and/or reduced life plan will be paid on a biweekly basis. Those choosing the Preventive Dental Plan or no dental plan will receive a lump sum payment.

SECTION 10. LONG TERM DISABILITY BENEFITS.

Long Term Disability (LTD) shall continue to be provided under current practices. There shall not be a waiting/qualifying period for a recurrence of the same disability within a 90 calendar day period.

Effective October 1, 2005, the eligibility period for Plan II claimants who remain totally disabled shall be reduced from age 70 to age 65, or for a period of 12 months, whichever is greater.

Additionally, the benefit period for "mental/nervous" claims shall be limited to twenty-four (24) months from the beginning of the time a claimant is eligible to receive benefits. This limitation does not apply to mental health claims where the claimant is under in-patient care. These changes shall only apply to new claims made after September 30, 2005.

Effective October 1, 2002, the monthly maximum benefit will increase to $5,000 for disabilities beginning after September 30, 2002.

A. The Employer shall provide a rider to the existing LTD insurance program. All employees who are enrolled in the LTD insurance program shall be automatically covered by this rider. 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 months for each covered employee. The Employer shall pay 100% of the cost of the premium for 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.

B. Part-time and permanent-intermittent 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). Eligibility for coverage shall be the first October 1 following completion of 12 months of employment or at subsequent open enrollment periods which may be established from time to time.

SECTION 11. CONTINUATION OF GROUP INSURANCES.

A. Subject to limitations below, employees laid off from active State employment may elect to prepay the employee's share of premiums for health, dental, vision, and life insurances for the two additional pay periods after layoff by having such premiums deducted from their last paycheck. The Employer shall pay the Employer's share of the premium for health, dental, vision, and life insurances for two pay periods for all employees who elect this option. Coverage for health, dental, vision, and life insurances shall continue for these two pay periods.

B. Election of this option shall be available only once for permanent-intermittent employees in a Fiscal Year (October 1 through September 30). Permanent employees who do not utilize the entire two pay periods because of recall shall retain the full two pay periods of this option for full use once in a Fiscal Year (October 1 through September 30). Employees who are recalled to temporary appointments who did not utilize this option when laid off from the permanent position during the same Fiscal Year may do so at the expiration of the temporary appointment. Employees who are recalled to temporary appointments in a Fiscal Year during which they were not laid off from a permanent position may utilize this option once during the Fiscal Year, at the expiration of the temporary appointment. Election of this option under paragraph A above shall not

affect the eligibility of laid-off employees to continue coverage as outlined in Paragraph C below.

C. Employees who are laid off may, at the time of the layoff, elect to continue enrollment in the Group Basic and Major Medical Plan (or HMO) and Life Insurance Plan by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of three years, whichever occurs first. Such employee may also elect to continue enrollment in the Group Dental and/or Group Vision Plans by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of 18 months, whichever occurs first. In accordance with paragraphs A and B of this Subsection, the Employer shall pay the Employer's share of such premiums for two pay periods for employees selecting these options.

D. Employees who are granted a leave of absence may elect to continue enrollment in the Group Basic and Major Medical Plan (or HMO) at the time the leave begins. Such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. Employees who are enrolled in the LTD insurance program are covered by a rider that pays the full amount of health insurance or HMO premiums while the employee is on LTD insurance for a maximum of six months (see Section 10). Employees who are granted a leave of absence may also elect, at the time the leave begins, to continue enrollment in the Life Insurance Plan for up to 12 months by paying the full amount (100%) of the premium. Such employees may likewise elect to continue enrollment in the Group Dental Plan and/or Group Vision Plan for up to 18 months by paying the full amount (100%) of the premium.

E. The State recognizes its obligations under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), in case of a qualifying event as defined by that statute.

SECTION 12. GROUP INSURANCE PREMIUMS FOR LESS THAN FULL-TIME EMPLOYEES.

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

Employees hired on or after January 1, 2000 who are appointed to a position with a regular work schedule consisting of 40 hours or less per 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.

SECTION 13. HOLIDAYS.

On the following holidays, permanent full-time employees shall be allowed eight hours paid absence from work except as provided herein.

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Election Day - General Election Day in even-numbered years
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday and Friday in November
Christmas Eve - December 24
Christmas Day - December 25
New Year's Eve Day - December 31

Christmas Eve and New Year's Eve shall be holidays regardless of the day of the week upon which Christmas and New Year's may fall. A holiday that falls on Saturday shall be observed on the preceding Friday. A holiday that falls on Sunday shall be observed on the following Monday. When Christmas Eve or New Year's Eve falls on Friday, the holiday shall be observed on the preceding Thursday. When Christmas Eve or New Year's Eve falls on Sunday, the holiday shall be observed on the preceding Friday. Equivalent provision for time off for holidays falling outside the scheduled workweek shall be made for employees working other than a Monday through Friday schedule.

Employees who are on an alternative work schedule as provided in Article 15, Section 8, may use annual leave or compensatory time credits to supplement the eight hours' holiday pay up to the number of regularly scheduled hours for the day.

SECTION 14. PERSONAL LEAVE DAY.

Permanent full-time employees who have satisfactorily completed 1,040 hours in State classified service shall receive two 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 permanent employees who have

satisfactorily completed 1,040 hours in State classified service 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 Unit (for example, recall from layoff) on a pro-rata basis. However, no employee shall be entitled to more than one grant of personal leave in each fiscal year. Such leave shall be credited to the employee's annual leave counter on each October 1 in accordance with Appendix D-1.

It shall be the employee's responsibility to monitor balances in his/her annual leave counter in order to permit crediting of the personal leave grant on October 1.

For contractual purposes, personal leave shall be treated the same as annual leave.

SECTION 15. ANNUAL LEAVE.

Service Credit	Accrual Rate/ 80 Hrs. Service	Maximum Accrual Cap
1 Yr. (0-2,079 Hrs.)	4.0	256
1-5 Yrs. (2,080-10,399 Hrs.)	4.7	256
5-10 Yrs. (10,400-20,799 Hrs.)	5.3	271
10-15 Yrs. (20,800-31,199 Hrs.)	5.9	286
15-20 Yrs. (31,200-41,599 Hrs.)	6.5	301
20-25 Yrs. (41,600-51,999 Hrs.)	7.1	306
25-30 Yrs. (52,000-62,399 Hrs.)	7.7	316
30-35 Yrs. (62,400-72,799 Hrs.)	8.4	316
35-40 Yrs. (72,800-83,199 Hrs.)	9.0	316
40-45 Yrs. (83,200-93,599 Hrs.)	9.6	316
etc.		

A. No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating the level of retirement benefits. Should the Retirement Act be amended or interpreted so as to allow more than 240 hours annual leave to be included in final average compensation, upon request by the Union, the parties agree to negotiate the inclusion of the excess hours in accordance with such amendment or interpretation.

B. Annual Leave Options - Layoff and Recall.

A laid-off employee 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 (after six continuous years of layoff), whichever occurs first. Payoff shall be at the employee's last rate of pay.

Upon recall, regular annual leave provisions shall apply. A permanent employee who does not elect to freeze annual leave and is recalled from actual layoff to the same Appointing Authority may, within two pay periods, buy back up to 15 days (120 hours) of annual leave at the rate at which it was paid off; however, an employee may not buy back more annual leave hours than were paid off upon layoff. Payment for buy back must be in a lump sum and must be made before such annual leave can be used.

SECTION 16. SICK LEAVE.

A. Sick Leave Allowance.

Every permanent employee covered by this Agreement shall be credited with four hours of sick leave with pay for each completed 80 hours in a biweekly work period, or to a pro-rated amount if paid service is less than 80 hours in the pay period. Paid service in excess of 80 hours 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 the pay period subsequent to the biweekly work period in which it is earned. When paid service does not total 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 80 hours multiplied by four hours.

B. Sick Leave Payment at Separation.

An employee who separates employment through retirement or death shall be paid for one-half of unused accumulated sick leave at his/her last rate of pay. In case of death, such payment shall be made to the employee's beneficiary or estate.

An employee who separates employment for reasons other than retirement or death shall be paid at his/her last rate of pay for a percentage of his/her unused accumulated sick leave according to the following chart:

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

833 or more

Employees hired on and after October 1, 1980, shall not be entitled to payment for unused accumulated sick leave upon separation or retirement. No payment to the beneficiary or estate for unused sick leave will be made in case of the death of an employee hired on or after October 1, 1980.

SECTION 17. SHIFT DIFFERENTIAL.

All permanent and full-time permanent-intermittent employees who qualify for the present five percent shift differential shall receive an additional $1.00 per workday for such time worked. This additional premium shall be administered in accordance with current practice.

SECTION 18. CHILD CARE.

Within 90 days of the effective date of this Agreement, the Employer and the Union agree to the establishment of a joint committee to explore the feasibility of developing an information and referral service to assist employees in locating quality child care appropriate to their particular needs. If the committee recommends the establishment of an information and referral service, the costs for such a program shall be jointly shared by the Employer and the Union.

In addition, the committee shall review the following issues:

A. The use of existing resources for the development of the service (e.g., existing community-based referral programs and their ability to meet employees' needs);

B. Types of services that should be offered by such a program; and

C. How such a service should be communicated to employees.

SECTION 19. CLEANING EXPENSES.

The Administrative Manual of the Michigan Department of Management and Budget (at Chapter 2, subject 236, 6/1/76) shall be the procedure for reimbursement of personal loss under $100.

SECTION 20. MOVING EXPENSES.

A. Persons Covered. All full-time employees currently employed by the State of Michigan being relocated at the request of the Appointing Authority and agreeing to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this Section.

New employees not presently working for the State of Michigan shall not be entitled to any benefits provided in this Section.

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, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable foodstuffs subject to spoilage, building materials, fuel, or other similar non-household good items.

(2) Packing: The State will pay up to $600 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.

(3) Insurance: The carrier will provide insurance against damage up to $0.60 per pound for the total weight of the shipment. The State will reimburse the employee for insurance costs not to exceed an additional $0.65 per pound of the total weight of the shipment.

(4) 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 (e.g., pianos, organs, freezers, pool tables, etc.).

(5) 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 $500

allowance for blocking, unblocking, securing contents or expando units, installing or skirting and utility connections will be paid by the State when accompanied by receipts. "Actual Moving Cost" includes only the transportation costs, escort service when required by governmental unit, special lighting permits, tolls, or surcharges. Actual Moving Cost" does not include the moving of oil tanks, out buildings, swing sets, etc., that cannot be dismantled and secured inside the mobile home.

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

The repair or replacement of equipment of the trailer (e.g., tires, axles, bearings, lights, etc.) is the responsibility of the owner.

D. Storage of Household Goods. The State will pay for storage not in excess of 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 60 calendar days of travel expense at the new assigned work station are allowed. Extension beyond 60 days, but not to exceed a total of 180 days, should be allowed due to unusual circumstances in the full discretion of the Employer. Authorized travel shall include one round trip weekly between the new work station and the former residence.

F. To Secure Housing. A continuing employee and one additional family member will be allowed up to three 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 days in accordance with the Standardized Travel Regulations.

SECTION 21. COMPENSATION FOR ASSAULTED EMPLOYEES.

A. In the event that an employee suffers physical injury resulting in disability from State employment as a result of a direct physical attack by a person other than a fellow State classified employee, the disabled employee's normal biweekly net salary shall be continued during the period of disability necessitating absence from work which is caused by the attack for a period not to exceed 100 weeks from the date of the attack. Net salary shall be defined in accordance with current practice. As a condition precedent to salary continuation as authorized herein, the disabled employee shall be receiving Workers' Compensation benefits, be on the Department's payroll, provide written notice of claim to the Appointing Authority within 30 days of the attack, submit to such medical

examination as the Appointing Authority shall require, and reimburse the Department to the full extent of any Workers' Compensation benefits paid. Fringe benefits normally received by employees eligible under this Section shall continue in effect during the time the employee receives the supplement provided herein.

B. Disability Payment.

In the event of an injury or illness for which an employee is eligible and receiving a work disability benefit under the Michigan Workers' Disability Compensation Law, such employee shall be provided salary payment which with the work disability payment equals two-thirds of the regular salary or wage for the first 50 weeks of disability. Leave credits may be utilized to the extent of the difference between such payment and the employee's regular salary or wage. The Employer will consider, upon request, extending approval of the supplemental pay beyond 50 weeks consistent with current practice. Approval of any supplement is limited to a combined total of 100 weeks.

SECTION 22. MEAL AND TRAVEL REIMBURSEMENT.

Effective October 1, 1984, employees shall be entitled to travel reimbursement at the rates and in accordance with the Standardized Travel Regulations which are in effect on the date(s) of travel.

SECTION 23. MAINTENANCE OF CONDITIONS.

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 throughout the life of this Agreement unless altered by mutual consent of the Employer and the Union or unless it can clearly be demonstrated that the conditions upon which the benefit had previously been granted have substantially changed to the point where continuing the benefit is not for the purpose for which it was granted. Any changes in economic benefits under this provision must be submitted to and approved by the Civil Service Commission.

SECTION 24. 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 or a non State-controlled facility is closed, affected employees shall be authorized administrative leave to cover their normally scheduled hours of work during the period of closure, unless such employees can be temporarily assigned to another facility or are assigned 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, she/he 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 compensatory time off equal to the number of hours worked during the period of declared inaccessibility

A. Additional Timekeeping Procedures. If a State facility has not been closed or declared inaccessible or a non State-controlled facility has not been closed 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 or closure of a non State-controlled facility, annual leave or compensatory time credits may be used to cover that portion of his/her absence not covered by administrative leave. If sufficient credits are not available, the employee 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.

SECTION 25. LONGEVITY.

A. Eligibility.

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

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

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

B. Payments.

Payment shall be made in accordance with the table of longevity values based on length of service as of October 1.

(1) No active employee shall receive more than the amount scheduled for one annual longevity payment during any twelve-month period except in the event of retirement or death, or as provided in paragraph 7 of this Subsection.

(2) Initial payments: Employees qualify for their initial payment by completing an aggregate of 10,400 hours of continuous service prior to October 1. The initial payment shall always be a full payment (no pro-ration).

(3) Annual Payments

a. Employees qualify for full annual payment by completing 2,080 hours of continuous service during the longevity year.

b. Employees who are in pay status less than 2,080 hours shall receive a pro rata annual payment based on the number of hours in pay status during the longevity year.

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

(5) Lost Time Considerations

a. Lost time is not creditable continuous service nor does it count in qualifying for an initial or an annual payment.

b. Employees do not earn State service credit in excess of 80 hours in a biweekly pay period. Paid overtime does not offset lost time, except where both occur in the same pay period.

(6) Payment to Employees on Leave of Absence Without Pay and Layoff on October 1

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

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

(7) Payment at Retirement or Death

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

a. A terminal payment, which shall be either:

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

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

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

C. Longevity Overtime.

Upon conversion, the regular rate add-on for longevity will be calculated and paid retroactively for overtime worked in the previous fiscal year. This amount will be included in the longevity payment.

SECTION 26. 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. Immediate family shall be as defined in Article 16, Section 3 of this Agreement. 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 days leave, if requested.

SECTION 27. JURY DUTY/WITNESS 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.

To receive administrative leave for jury duty, an employee must:

A. Promptly provide a copy of the jury duty summons to his/her supervisor;

B. 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;

C. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested; and

D. 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.

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

SECTION 28. TUITION REIMBURSEMENT.

A. Only to the extent that funds have been appropriated and allocated by the Department/Agency, specifically for tuition reimbursement, the Employer agrees to establish a system of tuition reimbursement for employees. The Employer agrees to notify the Union, upon request, of the amount of money allocated by the Department/Agency 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. No employee shall receive reimbursement for more than one course in any one semester or term.

The procedures to be used for application, approval, and verification of successful completion shall be established by the Department/Agency.

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

B. Subject to legislative appropriation, the parties agree to establish a special Educational Development Fund of $25,000 in each of two fiscal years, 1990-91 and 1991-92. The amount remaining in the Educational Development Fund at the end of any Fiscal Year shall be carried forward and added to the amount, if any, designated for the fund in the next Fiscal Year. The amount designated for the fund in each of the three Fiscal Years 1993-94, 1994-95, and 1995-96 shall be $20,000. The amount designated for the fund in each of the three Fiscal Years 1996-97, 1997-98 and 1998-99 shall be $25,000. The amount designated for the fund in each of the three fiscal years 1999-2000, 2000-01, and 2001-02 shall be $50,000. This fund will be administered by a joint Labor-Management Committee consisting of an equal number of representatives of the Union and the Employer. Properly designated Union representatives to the committee shall be granted administrative leave for all time approved by the Office of State Employer related to the committee's work.

The Labor-Management Committee will establish goals and objectives as well as the requirements for utilization of this fund. All fund expenditures will be made based on criteria established by the committee and will require agreement of the parties. No program established by the committee will replace obligations of the Employer or the Union under the existing Agreement.

Among the projects which may be addressed by this fund are (not in order of importance) tuition reimbursement for employees seeking a degree or certificate; assisting employees to adjust to the cyclical nature of employment in this Bargaining Unit; and addressing other specific

needs of both active and laid-off employees in this unit. This is not intended to be an exhaustive list of projects but is intended to illustrate the scope of activities that the committee may consider.

The Labor-Management Committee will meet and begin its work within 90 calendar days after Civil Service Commission ratification of this Agreement. In this way, programs can be in place at the beginning of the fiscal year in question.

SECTION 29. A QUALIFIED 401(K) TAX-SHELTERED PLAN.

A qualified 401(K) Tax-Sheltered Plan shall be available to employees in this Bargaining Unit.

SECTION 30. GROUP AUTO AND HOMEOWNERS PLAN.

Employees in this Bargaining Unit shall, upon completion of a successful bidding process, be eligible for enrollment in a Group Auto and Homeowners Plan with the employee to pay the entire cost of any premiums.

SECTION 31. FLEXIBLE COMPENSATION PLAN.

The Employer shall maintain the current Flexible Compensation Plan for employees in this Bargaining Unit.

Employees in this Bargaining Unit will be offered participation in the State of Michigan Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Code.

SECTION 32. SCHOOL/COMMUNITY PARTICIPATION LEAVE.

A. Intent. The parties recognize the positive role parental and other adult involvement in school activities plays in promoting educational success. The parties intend by this Section to foster employee involvement in educational programs.

B. Leave Credits. Effective October 1, 1996, permanent intermittent, limited term and permanent employees who have satisfactorily completed 1,040 hours in State classified service shall annually receive eight (8) hours of paid school participation leave to be used in accordance with normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested.

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

with any applicable collective bargaining Agreements governing the educational program.

Additionally, employees may use the leave to participate in community activities. 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.

The use of the leave is intended for active participation in school or community programs and not for mere attendance at extra-curricular activities. To request school participation leave, employees shall complete a school participation leave form provided by the Employer.

School participation leave shall be credited to employees on each October 1, and shall not carry forward beyond the Fiscal Year.

ARTICLE 23
TRAINING

All policies, work rules and standards, and regulations concerning conduct and performance shall be available to employees. The Employer shall make a reasonable effort to provide sufficient initial training and periodic retraining to all employees. In the UIA, the Employer shall make a reasonable effort to provide forty (40) hours of initial training; and periodic, continuous retraining to all employees. Such training shall be provided by qualified trainers and shall be provided to enable the employees to effectively understand the work expected of them and to perform their job duties.

Copies of pertinent Civil Service and Department/Agency rules, policies and regulations shall be provided or made available to an employee at the beginning of his/her employment and at such time as the rules, policies and/or regulations change or become effective. A record of each employee's training courses completed shall be kept by the employee's Appointing Authority.

ARTICLE 24
DRUG AND ALCOHOL TESTING.

SECTION 1. TESTING.

The Employer may require an employee to submit to urinalysis drug screening or alcohol breath testing under the circumstances set forth below in Subsections A through E.

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

A. Preappointment Testing. An employee not occupying a test-designated position shall submit to a urinalysis drug screening if the employee is selected for a test-designated position. The employee shall not perform any duties of a test-designated position until the employee has submitted to and passed a drug screening. 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 or otherwise placed in the test-designated position and will be ineligible for appointment to or placement in a test-designated position for a period of three years. Also, the employee may be disciplined if the employee fails a drug test, refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample.

B. Random Testing. An employee in a test-designated position may be selected at random from a pool comprised of test-designated positions covered by this Agreement. The number of urinalysis drug screenings performed at random each calendar year may not exceed a number equal to 15% of the number of test-designated positions in the pool. The number of alcohol breath tests performed at random each calendar year may not exceed a number equal to 15% of the number of test-designated positions in the pool.

C. Reasonable Suspicion Testing. An employee may be required to submit to urinalysis drug screening or alcohol breath testing based on reasonable suspicion. 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 this Agreement or a departmental work rule. By way of example only, reasonable suspicion may be based upon any of the following:

1. Observable phenomena, such as direct observation of drug or alcohol use or the physical symptoms or manifestations of being impaired by, or under the influence of, a drug or alcohol.

2. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a credible source.

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

4. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs or alcohol while on duty, while on the Employer's premises, or while operating the Employer's vehicle, machinery, or equipment.

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

D. Post-Accident Testing. An employee in a test-designated position shall submit to a drug test or an alcohol test if there is evidence that the employee in the test-designated position may have caused or contributed to a serious work accident. A serious work accident is defined as an on-duty accident 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 confrontation.

4. The provision of direct health care services.

5. The handling of dangerous or hazardous materials.

E. Follow-up testing. An employee shall submit to unscheduled follow-up drug and/or alcohol testing if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed

or refused a pre-appointment drug test, or was disciplined for violating the provisions of this Agreement and employer work rules.

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.

SECTION 2. TEST-DESIGNATED POSITIONS.

For purposes of this Article, test-designated positions are:

A. Safety-sensitive positions 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. Additional test-designated positions in other classifications whose duties are not as provided in Subsections a through f above shall be subject to the provisions of this article pursuant to secondary negotiations.

H. New classifications, or levels added to existing classifications, may include duties consistent with those identified for test-designated positions in Subsections A through F above. The employer shall meet with the union to review the new classification or level prior to requiring an employee in the new class to submit to testing under this Article.

SECTION 3. DRUG AND ALCOHOL TESTING PROTOCOL.

A. Protocol. The Employer will adopt the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs as the protocol for drug testing and the U.S.

Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing Programs for alcohol testing.

After adoption of the protocol, and its implementation, the protocol shall not be subject to change except by mutual Agreement of the parties and approval by the Civil Service Commission.

B. Definitions. The parties agree to incorporate in this Agreement the definitions contained in the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, as may be amended, and in the U.S. Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing, as may be amended. In addition, the parties agree to define "credible source" as, "One who is trustworthy and entitled to be believed. One who is entitled to have his/her oath or affidavit accepted as reliable, not only on account of his/her good reputation for veracity, but also on account of his/her intelligence, knowledge of the circumstances, and disinterested relation to the matter in question. One who is competent to testify."

SECTION 4. UNION REPRESENTATION.

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

SECTION 5. REVIEW COMMITTEE FOR DRUG AND ALCOHOL TESTING.

A committee consisting of three (3) representatives of the SEIU Coalition and three (3) representatives of the Employer shall meet prior to the implementation of the drug and alcohol testing program to review and discuss the testing procedures, collection methods, quality assurance, and other matters pertaining to the operation of the testing program. The review committee will also meet, upon request of either party, to review testing data and discuss problems related to the administration of the testing program. The committee may vote on matters it discusses. The committee's recommendations, if any, will be submitted to the Employer for its consideration. Recommendations voted on by the committee will be reported as "Without Recommendation" if based on a 3-3 tie vote and as a "Unanimous Recommendation" for any vote other than 3-3.

SECTION 6. REQUIRED TREATMENT.

In the event of a positive test, and in the further event that a sanction less than discharge is imposed, the employee shall be referred to a substance abuse professional for assessment and treatment.

SECTION 7. SELF-REPORTING.

An employee who voluntarily discloses to the Employer a problem with drugs 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 Agreement or a department work rule.

B. For pre-appointment testing, follow-up testing, and random testing, before the employee is selected to submit to a drug test or alcohol test.

C. For post-accident testing, before the occurrence of any accident that results in post-accident testing.

After self-reporting, the Employer shall permit the employee an immediate leave of absence, subject to the provisions of Article 16, leaves, 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 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.

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

SECTION 8. CONFIRMATION ALCOHOL TESTING.

If an employee is tested for alcohol and is determined to have a blood alcohol level equal or greater than 0.02% in both the initial Evidentiary Breath Test (EBT) and the confirmation Evidentiary Breath Test, at the employee's option and at the employee's full cost, the employee may elect to have a second confirmation test carried out by drawing a sample of blood and submitting it for testing at an approved laboratory. This option is only available if the testing site where the two positive breath tests were conducted is equipped to draw the blood and either directly provide for its testing for level of blood alcohol or transport the sample to a laboratory which is certified to test the sample for level of blood alcohol. The protocol for such confirmation blood testing for alcohol (including but not limited to chain of custody, security, integrity and identity of sample, transportation to testing laboratory if required, reporting of results, etc.) shall be determined prior

to initiation of alcohol testing under this Article and shall be a topic for discussion in the committee established in this Article. The employee shall remain off the job until the results of the second confirmation test are provided to the Employer and may use available leave credits, if desired.

ARTICLE 25
TERMINATION

This Agreement shall be effective January 1, 2005, and shall continue in full force and effect until midnight, December 31, 2007. Either party may give written notice to the other of its intention to negotiate a new Primary Agreement no later than one hundred eighty (180) calendar days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands:
Human Services Support Unit Of Local 517-M, Service Employees International UNION (SEIU), AFL-CIO, CLC

/s/ Charlotte Duncil 11/1/2004
Charlotte Duncil, President

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

/s/ David H. Fink 11/1/2004
David H. Fink, Director

/s/ Thomas S. Fredericks 11/1/2004
Thomas S. Fredericks

RATIFIED AND APPROVED BY:
MICHIGAN CIVIL SERVICE COMMISSION

APPENDIX A

HUMAN SERVICES SUPPORT
BARGAINING UNIT CLASSIFICATIONS

Class Title

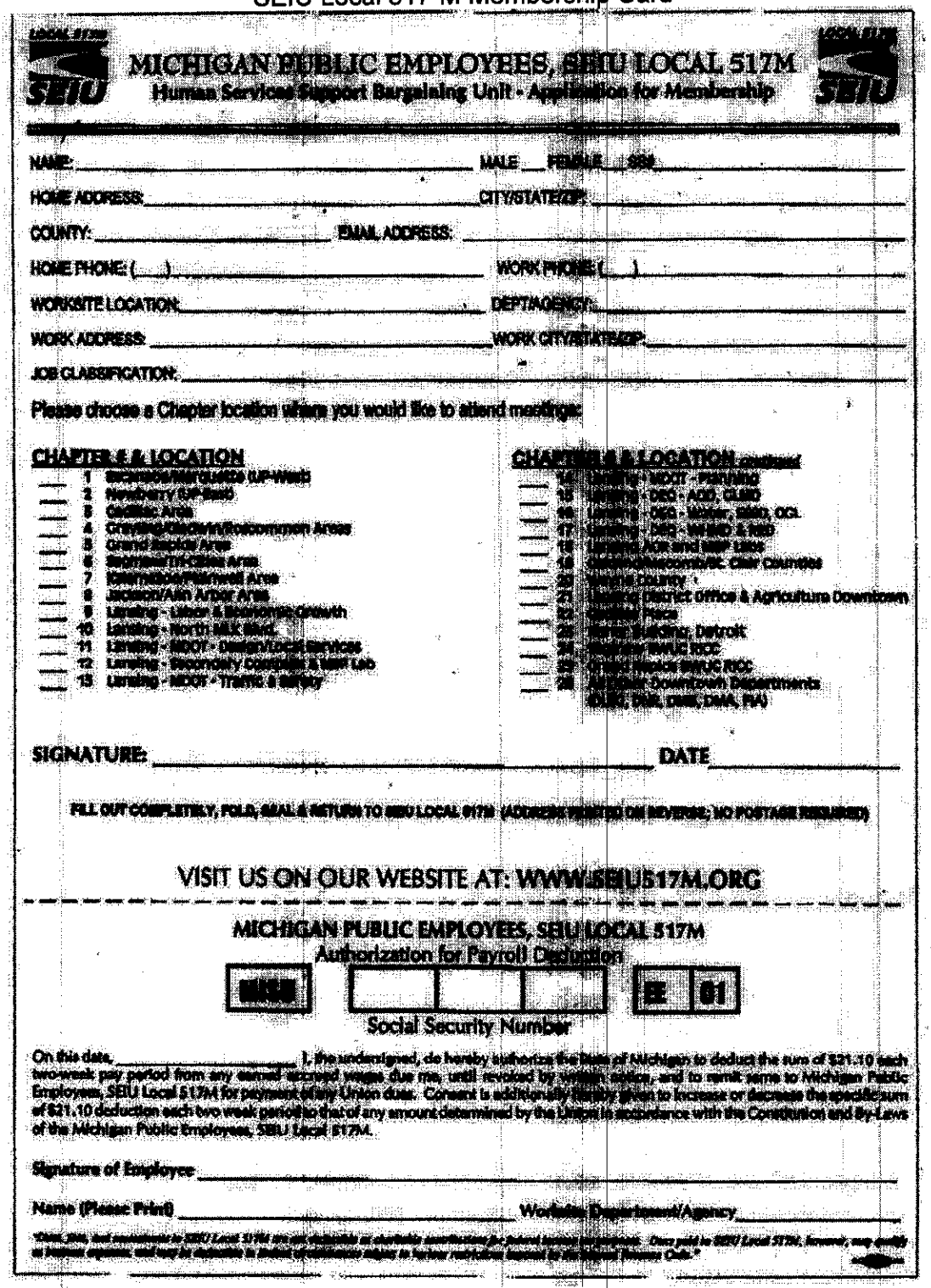
BLIND PLACEMENT WKR 11
COMMUNITY PLCMNT ASST 8
COMMUNITY PLCMNT ASST 9
COMMUNITY PLCMNT ASST E10
DSBLT DTRMNTN ASST 8
DSBLT DTRMNTN ASST 9
DSBLT DTRMNTN ASST E10
EMP SRVS ANLST 10
EMP SRVS ANLST 12
EMP SRVS ANLST 9
EMP SRVS ANLST P11
EMPLNT SERVICE INTVR 11
EMPLNT SERVICE INTVR 9
EMPLNT SERVICE INTVR E10
HOME AIDE 6
HOME AIDE 7
HOME AIDE E 8
INDIAN OUTREACH WKR 8
INDIAN OUTREACH WKR 9
INDIAN OUTREACH WKR E10
INTERPRETER DEAF 6
INTERPRETER DEAF 7
INTERPRETER DEAF 9
INTERPRETER DEAF E 8
LIABILITY EXAMINER 8
LIABILITY EXAMINER 9
LIABILITY EXAMINER E10
MIGRANT SRVS WORKER 8
MIGRANT SRVS WORKER 9
MIGRANT SRVS WORKER E10
UN EMP INS EXM 11
UN EMP INS EXM 8
UN EMP INS EXM 9

1 UN EMP INS EXM E10
2 UNEMP INS ANL 10
3 UNEMP INS ANL 12
4 UNEMP INS ANL 9
5 UNEMP INS ANL DPTL TR 9
6 UNEMP INS ANL P11
7
8

Appendix B-1

SEIU Local 517-M Membership Card

LOCAL 517M SEIU



MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M

Human Services Support Bargaining Unit - Application for Membership

NAME: _____ MALE ___ FEMALE ___ SS# _____

HOME ADDRESS: _____ CITY/STATE/ZIP: _____

COUNTY: _____ EMAIL ADDRESS: _____

HOME PHONE: (___) _____ WORK PHONE: (___) _____

WORKSITE LOCATION: _____ DEPT/AGENCY: _____

WORK ADDRESS: _____ WORK CITY/STATE/ZIP: _____

JOB CLASSIFICATION: _____

Please choose a Chapter location where you would like to attend meetings:

CHAPTER # & LOCATION

___ 1 Escanaba/Marquette (UP-West)
___ 2 Newberry (UP-East)
___ 3 Cadillac Area
___ 4 Grayling/Gladwin/Roscommon Areas
___ 5 Grand Rapids Area
___ 6 Saginaw/Tri-Cities Area
___ 7 Kalamazoo/Plainwell Area
___ 8 Jackson/Ann Arbor Area
___ 9 Lansing - Labor & Economic Growth
___ 10 Lansing - North MLK Blvd.
___ 11 Lansing - MDOT - Design/Local Services
___ 12 Lansing - Secondary Complex & MSP Lab
___ 13 Lansing - MDOT - Traffic & Safety

CHAPTER # & LOCATION *continued*

___ 14 Lansing - MDOT - Planning
___ 15 Lansing - DEQ - AQD, GLMD
___ 16 Lansing - DEQ - Water, SSID, OCL
___ 17 Lansing - DEQ - WHMD & RED
___ 18 Lansing ACR and MSP Labs
___ 19 Oakland/Macomb/St. Clair Counties
___ 20 Wayne County
___ 21 Lansing District Office & Agriculture Downtown
___ 22 Cadillac Place
___ 23 Harris Building, Detroit
___ 24 Saginaw SWUC RICC
___ 25 Grand Rapids SWUC RICC
___ 26 All Other Downtown Departments (DLEG, DNR, DMB, DMA, FIA)

SIGNATURE: _____ DATE _____

FILL OUT COMPLETELY, FOLD, SEAL & RETURN TO SEIU LOCAL 517M (ADDRESS PRINTED ON REVERSE; NO POSTAGE REQUIRED)

VISIT US ON OUR WEBSITE AT: WWW.SEIU517M.ORG

MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M

Authorization for Payroll Deduction

MISC				EE	01

Social Security Number

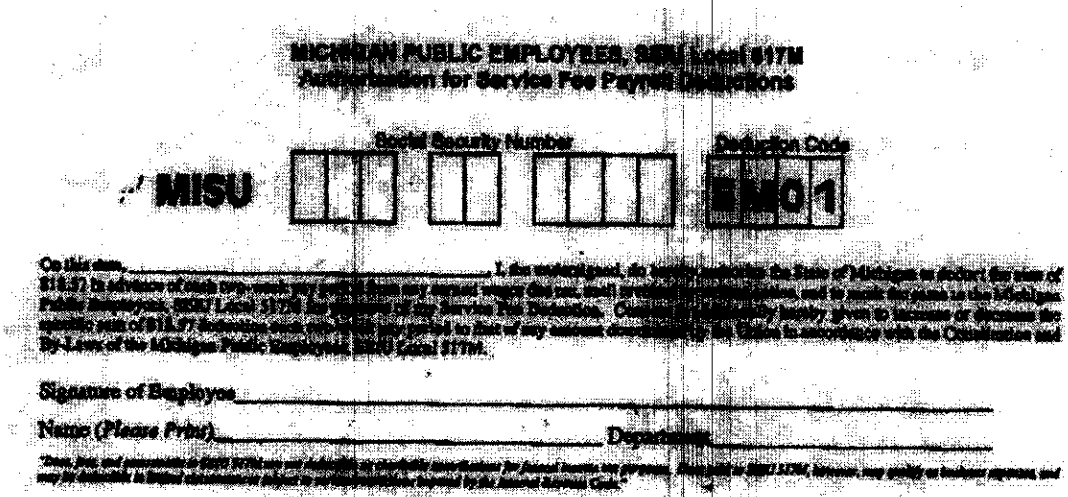
On this date, _____, I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of $21.10 each two-week pay period from any earned accrued wages due me, until revoked by written notice, and to remit same to Michigan Public Employees, SEIU Local 517M for payment of any Union dues. Consent is additionally hereby given to increase or decrease the specific sum of $21.10 deduction each two week period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee _____

Name (Please Print) _____ Worksite Department/Agency _____

"Dues, fees, and assessments to SEIU Local 517M are not deductible as charitable contributions for federal income purposes. Dues paid to SEIU Local 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code."

Appendix B-2
Service Fee Card



MICHIGAN PUBLIC EMPLOYEES, SEIU Local 517M
Authorization for Service Fee Payroll Deductions

	Social Security Number			Deduction Code
MISU				**EM01**

On this date, _____, I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of $18.57 in advance of each two-week pay period from any earned wages due me, until [illegible], and to remit the same to the Michigan Public Employees, SEIU Local 517M for purposes of my Service Fee Deduction. Consent is additionally hereby given to increase or decrease the specific sum of $18.57 deduction each two-week pay period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee _____

Name (*Please Print*) _____ Department _____

"Dues, fees, and assessments to SEIU 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to certain restrictions imposed by the Internal Revenue Code."

APPENDIX C-1

LETTER OF UNDERSTANDING

Article IV, Section I

UNION SECURITY, AGENCY SHOP

During negotiations in 1988, the parties discussed problems related to deduction of union dues and service fees for employees recalled from layoff or returning from a leave of absence of less than one year. There may also be problems related to such deductions for employees scheduled from furlough to permanent-intermittent positions.

The Employer agrees to investigate and correct such problems, wherever possible. To the extent that such problems cannot be corrected through changes in the automatic processing of dues/service fee deductions, the Employer will revise manual processing of Employer documents related to entry on duty in an effort to make the processing of such deductions as reliable as possible.

FOR THE EMPLOYER	FOR THE UNION
/s/ George G. Matish	/s/ Victoria Cook Bumbaugh
George G. Matish Director, Office of State Employer	Victoria Cook-Bumbaugh President
10/24/88 Date	10/20/88 Date

/s/ Susan O'Doherty 10/20/88
Susan O'Doherty Date

APPENDIX C-2

LETTER OF UNDERSTANDING

Article 4 - UNION SECURITY

During Bargaining of 1995, the parties discussed the problems that the Union has continued to experience with regard to the dues deduction process. In an effort to resolve these problems, the parties have agreed as follows:

1. The Office of the State Employer shall, in consultation with SEIU Local 31-M, investigate the feasibility of redesigning the computer report known as the "Contract Voting Register" to indicate whether each employee listed received a paycheck for the pay period covered by the report. The Employer shall pay for design/redesign of the report. The Employer shall continue providing the report biweekly at no cost to the Union.

2. The Appointing Authority shall provide instructions to designated management representatives at the work locations concerning distribution and collection of membership and representation service fee cards with other entry-on-duty paperwork. The instructions shall direct that signed cards returned to the designated representative be forwarded to the Union, as currently required by Article 4, Section 1.F.

   The instructions shall also inform the designated representatives that until the Office of the State Employer notifies the Appointing Authority that the Union has implemented an approved agency fee objection procedure, no employee is required to file a membership or service fee representation card.

   The State Employer shall obtain and provide to the Appointing Authority a transaction coding list to assist in ensuring that dues and representation service fees are properly continued in the PPRISM system.

3. SEIU Local 31-M shall provide to employing departments adequate supplies of both membership cards and representation service fee cards on an ongoing basis.

4. SEIU Local 31-M shall be responsible for transmitting signed payroll deduction authorization cards for dues and representation service fees to the designated Appointing Authority representatives after receiving the cards from the designated management representatives at the work locations.

5. The Employer shall deduct dues or representation service fees as provided in Article 4, Union Security. A deduction and remittance schedule is shown in the following example:

Pay period 1: Signed card received and Unions' transmittal document date stamped as received by the Appointing Authority.

Pay period 2: Deductions begin. The first deduction is for pay periods 1 and 2.

Pay period 3: The Employer remits to the Union the dues/fees deducted for pay periods 1 and 2.

This example is for illustrative purposes only and is not intended to change any provisions of Article 4.

FOR THE EMPLOYER

/s/ Janine M. Winters 4/12/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Susan O'Doherty 4/12/96
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 4/12/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

Appendix C-3

SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

Article 16

LETTER OF UNDERSTANDING
BANKED LEAVE TIME PROGRAM

Section 1. Eligibility.

Permanent and limited-term, full-time, part-time, seasonal, and permanent intermittent, probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program), known as Part B under the State's Annual and Sick Leave Program. Non-career employees are not eligible to participate in the Program.

Section 2. Definitions and Description of Program.

An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's pay shall be reduced by four (4) hours per pay period for full-time employees, and by a pro-rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

Section 3. Hours Eligible for Conversion to Program.

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of this Letter of Understanding, an employee shall not be able to accumulate in excess of 160 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 annual leave, pursuant to Article 16. Compensatory time must be utilized prior to the utilization of BLT hours.

Section 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 nonelective 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 could 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.

Section 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. 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.

Section 6. Relationship to Voluntary Work Schedule Adjustment (VWSA) Plan A and Voluntary Work Schedule Adjustment (VWSA) Plan C.

Before incurring unpaid VWSA Plan A or VWSA Plan C hours, all BLT hours must be exhausted.

Section 7. Term.

The Pay reduction and accrual provisions of this Letter of Understanding shall continue through the end of the pay period of October 22, 2005.

FOR THE UNION

/s/ Charlotte L. Duncil 11/1/04
Charlotte L. Duncil
President
HSS Division, SEIU Local 517M

FOR THE EMPLOYER

/s/ Jan F. Miller 11/1/04
Jan F. Miller
Office of the State Employer

Appendix C-4

SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

LETTER OF UNDERSTANDING
Article 22 - ECONOMICS
New Base Step

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 base step. In the event that the creation of such a new base step results in an employee employed in this bargaining unit on the effective date of this agreement being placed at a lower pay rate upon promotion than they would have received under the pay range structure in place on September 30, 2005, the Employer will utilize provisions of Civil Service Regulation 5.01, Section 3.d.3a(3) to grant an additional step.

FOR THE UNION	FOR THE EMPLOYER
/s/ Charlotte L. Duncil 11/1/04	*/s/ Jan F. Miller* 11/1/04
Charlotte L. Duncil	Jan F. Miller
President	Office of the State Employer
HSS Division, SEIU Local 517M	

APPENDIX C-5

LETTER OF UNDERSTANDING

Article 8 - REPRESENTATION AND TIME OFF WITHOUT LOSS OF PAY

During negotiations in 2001, the parties agreed to meet after the implementation of the Remote Initial Claims Centers (RICCs) to discuss the jurisdictional areas of Chief Stewards to resolve the issue of representation by Chief Stewards in another Department. Discussions will focus on the release of a Chief Steward on accrued leave credits when representation provided is in another Department.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 1/15/02	/s/ Victoria L. Cook 1/8/02
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 1/14/02	
Susan O'Doherty Date	

APPENDIX C-6

SEIU LOCAL 517-M
HUMAN SERVICES SUPPORT UNIT

LETTER OF UNDERSTANDING

BLUE HEALTH CONNECTION
DURABLE MEDICAL EQUIPMENT AND PROSTHETIC AND ORTHOTIC APPLIANCES

During the negotiations in 2004, the parties agreed to implement the Disease Management Program known as Blue Health Connection as provided in Article 22, Section 4(I).

The parties also agreed to amend the State Health Plan benefit for a durable medical equipment (DME), and a prosthetic and orthotic appliance network as provided for in Article 22, Section 4, Paragraph S, on a one (1) year trial basis. After one (1) year of experience at the new benefit level, the Union may elect to continue the benefit at that level or return to the former benefit level of coverage at 90% after meeting the deductible.

Both of these programs will result in improved benefits for employees and a cost savings to the State Health Plan. The parties therefore agree to request Civil Service Commission approval to implement these provisions effective April 1, 2005 or as soon as administratively feasible thereafter.

FOR THE UNION	FOR THE EMPLOYER
/s/ Jackie Adams 2/17/05	*/s/ Thomas S. Fredericks* 2/17/05
Jackie Adams, President	Thomas S. Fredericks
HSS Division, SEIU Local 517M	Office of the State Employer

APPENDIX C-7

LETTER OF UNDERSTANDING

Article 10 - LABOR-MANAGEMENT MEETINGS

Article 13 - LAYOFF AND RECALL

Article 14 - ASSIGNMENT AND TRANSFER

Article 19 - PERMANENT-INTERMITTENT EMPLOYEES

During bargaining in 1991, the parties discussed issues and problems in the MESC related to the cyclical nature of the work and its effect on the work load and efficient staffing; potential cost saving measures; various scheduling systems; and the types of positions utilized in the U.C. Worker classification, in particular the U.C. Worker-Permanent, U.C. Worker-Temporary, and U.C. Worker-Permanent Intermittent Appointments and how these types of positions can most efficiently be utilized for providing service to the public while recognizing employment priorities for Human Services Support Bargaining Unit members.

The Human Services Support Bargaining Unit Agreement contains provisions for conducting Labor-Management Meetings in accordance with Article 10. Topics such as, but not limited to, those identified above may be discussed in Labor-Management meetings. Such meetings shall not be considered bargaining. A representative from the Office of the State Employer may attend such meetings.

The discussions conducted in these Labor-Management Meetings may result in joint recommendations to the Office of the State Employer to modify the primary agreement. If such recommendations resolve the parties' concerns regarding the topics noted herein, the Michigan Employment Security Commission and Local 31-M, SEIU, AFL-CIO, CLC shall request the Office of the State Employer to incorporate the recommendations into a Letter of Understanding which, upon approval by the Civil Service Commission, will become a part of the Human Services Support Bargaining Unit Agreement. Such Letter of Understanding shall include a provision to combine the names from both the transfer and recall lists in seniority order to fill vacancies in accordance with Articles 13 and 14.

Furthermore, the parties agree to hold in abeyance the expiration of employees' recall rights resulting in their separation from State employment through March 1, 1992. This deadline may be extended by mutual agreement based on the progress of the committee's work. The committee will review the question of the

expiration of recall rights for employees and its effect on their employment and attempt to reach a resolution.

FOR THE EMPLOYER	FOR THE UNION
/s/William C. Whitbeck 8/26/91	/s/ Victoria Cook Bumbaugh 8/25/91
William C. Whitbeck Date	Victoria Cook Bumbaugh Date
Director, Office of the	President, Local 31-M, SEIU
State Employer	AFL-CIO, CLC
/s/ Susan O'Doherty 8/25/91	
Susan O'Doherty, OSE Date	

NOTE: Since this Letter of Understanding is obsolete, it is reprinted here for background information purposes only. The Union is not precluded from raising issues identified in the first paragraph in Labor-Management Meetings pursuant to Article 10.

APPENDIX C-8

LETTER OF UNDERSTANDING

Article 11 - HEALTH AND SAFETY

During bargaining in 1995, the parties discussed concerns within the Department of Social Services regarding Home Aides who work in the Foster Care and Children's Protective Services programs.

The parties agree to discuss in a cooperative fashion in Labor Management Meetings, the following issues discussed in bargaining with the intent to reach resolution. The topics shall include but not be limited to the subjects listed below with regard to health and safety problems. Any agreement reached on the identified issues will be expressed in a Letter of Understanding or a Letter of Intent pursuant to Article 20, Section 12.

1. Threats from clients
2. Assaults on workers
3. Abusive/insulting language from clients
4. Testing for drugs by Home Aides
5. Cellular phones to be used by Home Aides while on duty

FOR THE EMPLOYER

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

APPENDIX C-9

LETTER OF UNDERSTANDING

Article 11- HEALTH AND SAFETY

During bargaining in 1995, the parties discussed the Union's concerns related to potential exposure to Hepatitis B of Home Aides, Migrant Services Workers, and Migrant Services Aides while they perform their job duties. The parties have agreed to a meeting with the Office of the State Employer, the Department of Social Services, the Union, and a representative of the Michigan Department of Public Health/MIOSHA to review the standards and criteria utilized in the determination of those employees reasonably expected in the course of their routine work to be exposed to Hepatitis B, and therefore candidates for the Hepatitis B pre-exposure vaccination series.

The parties will also discuss the provision of universal precautions kits, including disposable gloves, for Home Aides, Migrant Services Workers, and Migrant Services Aides within the Department of Social Services.

Any agreement reached on the issues of Hepatitis B vaccinations and/or universal precautions kits will be expressed in a Letter of Understanding or a Letter of Intent pursuant to Article 20, Section 12.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 4/12/96	/s/ Victoria L. Cook 4/10/96
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 4/12/96	
Susan O'Doherty Date	

APPENDIX C-10

LETTER OF UNDERSTANDING

Article 13 – LAYOFF AND RECALL

During negotiations in 2001, the parties agreed to meet and jointly propose suggestions regarding appropriate classifications for recall for employees laid off from Civil Service classifications that no longer exist at the time of recall. Suggestions proposed by the parties will be jointly referred to the State Personnel Director for a determination.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 1/15/02	/s/ Victoria L. Cook 1/8/02
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 1/14/02	
Susan O'Doherty Date	

APPENDIX C-11

LETTER OF UNDERSTANDING

Article 13 - LAYOFF AND RECALL

This Letter of Understanding outlines the parties' agreement regarding the rights of Unemployment Agency employees who move to the Employment Service Agency (ESA) on or about July 1, 1999 as the result of a successful bid to provide Wagner-Peyser Act (W-P) employment services in State Workforce Development Board (WDB) areas in accordance with the Discussion Notes and Addendum between the Michigan Jobs Commission (MJC) and the U.S. Department of Labor.

1. Eligible employees who are included in the staffing component of a successful competitive bid will, as a result of moving to the ESA:

   a) continue to accrue and retain their seniority as outlined in Article 12 of the Human Services Support Unit Collective Bargaining Agreement;

   b) continue to accrue and retain all of the time toward the next preauthorized class level, or toward reallocation;

   c) experience no reduction in rate of pay or benefits.

   Such employees shall have the rights outlined in paragraph 2 below in the event the contract with a WDB is terminated for any reason, including an unsuccessful subsequent competitive bid for the W-P program year beginning July 1, 2001.

2. Upon termination of the contract, affected employees shall be provided with notice of layoff in accordance with the Article 13 provision on layoff procedure and bumping in the ESA, and shall exercise their bumping rights within the ESA in accordance with that provision. If the employee is unable to bump under these conditions, she/he shall be laid off. A laid-off employee shall be entitled to have his/her name placed on the Work Location Recall List for recall to positions within the ESA. In addition, employees may elect to have their names placed on the Statewide Recall List in accordance with Article 13, Section 10. Employees laid off as a result of the termination of a contract shall be recalled by the Unemployment Agency (UA) from the Statewide Recall List in order of seniority, with the most senior employee recalled first. Such recall to the UA under this Letter of Understanding shall take priority over filling vacancies by transfer according to Article 14, Section 4. Removal of names shall be in accordance with Article 13, Section 12.

FOR THE EMPLOYER

/s/ Janine M. Winters 10/22/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Susan O'Doherty 10/22/98
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 10/22/98
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

APPENDIX C-12

LETTER OF UNDERSTANDING

Article 13 - LAYOFF AND RECALL

Section 5 - Layoff Procedure and Bumping in the MESC

Section 12 - Removal of Name from Recall Lists

Article 14 - ASSIGNMENT AND TRANSFER

Section 3 - Transfer

The undersigned parties agree that prior to allowing an employee to bump or transfer into, or prior to recalling an employee to, or prior to hiring an individual into an Unemployment Insurance Analyst 9/10/P11 (formerly Unemployment Insurance Analyst IV/V/VIB) position in the Quality Improvement Division, she/he will be surveyed to determine whether she/he is willing to accept a position which:

- audits the accuracy of randomly selected U.I. payment activities throughout the State by interviewing claimants, reviewing related media including employer records, and interviewing employers when necessary;

- provides an initial training period;

- requires extensive travel using your own car, which is reimbursable, or a state car;

- requires some overnight stays in other cities, which are reimbursable;

- may require overtime, which will be paid in accordance with the Human Services Support Unit Agreement.

If you are eligible and willing to accept such a position, indicate willingness in your priority order on this form by designating U.I. Analyst 9/10/P11 S.O. Travel.

If the employee responds negatively to the inquiry, she/he will be allowed where applicable to exercise his/her remaining bumping or

transfer options, to remain on the recall list from which she/he was called, or to remain on the employment list from which she/he was called.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 12/3/93 Janine M. Winters, Director Date Office of the State Employer	/s/ Victoria L. Cook 12/1/93 Victoria L. Cook, President Date Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 12/3/93 Susan O'Doherty Date	

APPENDIX C-13

RIF PACKET

Letter of Understanding
MESC and Local 31-M
August 16, 1985

Article 13, Section 10.B - Layoff Information Packet

The undersigned parties agree that the obligations created by Article XIII, Section 10.B of the 1984-85 Agreement (as ratified by the Commission on January 4, 1985) have been completely and finally fulfilled in accordance with the terms specified herein.

1. MESC #7108. Recall Card.

   a. The agency agrees to include three #7108 cards with each RIF packet.

   b. The statement "additional #7108s (Recall Cards) can be obtained from the branch manager" shall be added to the newly printed #7108.

   c. The following statements shall also be added to the #7108.

      1) You have recall rights to any class in the Human Services Support bargaining unit in which you have acquired status.

      2) If you have acquired status in any classes outside the Human Services Support bargaining unit, it is absolutely critical that you complete and return the Civil Service application in order to be considered for appointment to those classes.

      3) Your recall rights will exist for a period of six (6) years.

      4) You are eligible for recall to any MESC office in the state based on your seniority and work location choices as listed on Form #7108, Recall Card regardless of the work location/layoff unit from which you were originally laid off.

      5) You may during layoff, revise the recall card at any time. You must notify personnel in writing. The revised recall locations will not be in effect until two weeks after personnel has received your written request.

2. Addendum. Due to the large number of forms MESC 7313 (Temporary Recall Card) and MESC 7318 (Annual Leave/Insurance Form) currently in stock, the enclosed addendum will be utilized. After depletion of this supply the Agency shall print new cards/forms with the agreed upon information incorporated thereon.

   Forms MESC 7108 (Recall Card) and MESC 7312 (Pre-Designated Bump Card) shall be printed immediately, as well as the "addendum" for use with the above cards/forms.

3. The Blue Cross and Blue Shield of Michigan Group Conversion Coverage Brochure shall be included in the RIF Packets.

4. The Agency agrees to include a map of the MESC Office locations with the RIF packets.

5. The cover letter for the Civil Service application shall be modified as provided in the attached example.

The parties agree that each has had an opportunity to raise all pertinent issues and that the requirements of Article XIII, Section B have been met in full.

FOR THE MICHIGAN EMPLOYMENT SECURITY COMMISSION

/s/ Nathaniel Lake, Jr.
Nathaniel Lake, Jr., Director
Bureau of Personnel Services

10/3/85
Date

FOR LOCAL 31-M, S.E.I.U., AFL-CIO

/s/ Vicki Cook Bumbaugh
Vicki Cook Bumbaugh, President
Local 31-M

10/3/85
Date

FOR THE OFFICE OF THE STATE EMPLOYER

/s/ John B. Bruff
John Bruff, Director

10/7/85
Date

/s/ Marie Shamraj
Marie Shamraj

10/4/85
Date

NOTE: Since this RIF packet information is obsolete, it is reprinted here for background information purposes only.

APPENDIX C-14

ADDENDUM to RIF PACKET

Article 13, Section 10.B - Layoff Information Packet

ATTENTION: Please read this addendum completely before completing and returning any of the forms in this RIF PACKET.

During the 1984-1985 contract negotiations, the Union and the Employer agreed to ".... work jointly in the development of information that will be compiled and supplied to employees who may be laid off advising them of the procedures for placement on the "referral" lists. In addition, the information will include explanations and appropriate forms for other options provided under the agreement such as annual and/or sick leave payoffs/freeze, and insurance payments ...." in accordance with Article XIII, Section I0.B.

Because of the large supply of some of the pre-printed forms, it is not possible to revise all forms immediately. The purpose of this addendum is to provide additional clarification as suggested by Local 31-M with regard to the forms addressed in this addendum.

I. MESC #7318 Annual Leave/Insurance Option.

A. ANNUAL LEAVE.

1) If you elect not to freeze your Annual Leave, the total balance will be paid off when you receive your last paycheck.

2) While on layoff status, if you elect to receive a payoff of your annual leave balance, you must request in writing the payoff of your annual leave from the Branch Manager at your last work location.

3) If you elect to freeze your Annual Leave, upon expiration of your recall rights, the total payment for the remaining balance of your Annual Leave will be sent to your last known address.

B. SICK LEAVE.

Your Sick Leave balance shall be frozen at the time of your layoff. In the event you should terminate your State employment while on layoff or at the time of expiration of your recall rights, employees hired prior to October 1, 1980 shall be entitled to a percentage payoff according to the following chart:

SICK LEAVE ACCUMMULATION IN HOURS	PERCENTAGE PAID
Less than 104	0
104-208	10
209-416	20
417-624	30
625-832	40
833 or more	50

1) If you elect to terminate your State employment and want your sick leave paid off in accordance with the above you must request in writing the payoff of your Sick Leave from the Branch Manager at your last work location.

2) When your recall rights have expired the State will mail the payment for your Sick Leave balance as described above to your last known address.

C. INSURANCE OPTIONS. The following is to be read in conjunction with the current language on form #7318. Annual Leave/Insurance Options:

1) You may elect to prepay your premiums of Health, Life, Dental, and Vision Care coverage only one time during the fiscal year (from October 1st to September 30th). However, if you should be recalled to a temporary position within two pay periods of your layoff, you will be able to exercise the pre-payment option if you are subsequently laid off during the fiscal year.

2) You are also eligible to continue your Health and Life Insurance coverages through the direct payment process for up to 12 months after the date of the layoff. The insurance company will bill you directly for the premiums. Initial payment statement for Blue Cross/Blue Shield will be sent by your Personnel Department. The 12 month period of eligibility shall begin with the most recent date of layoff.

3) Employees enrolled in HMOs should contact their respective HMO for direct billing arrangements.

4) After the expiration of the twelve (12) month direct payment on your State Health Insurance you have the option of continuing your coverage in the following manner:

A. After twelve (12) months of direct pay, Blue Cross and Blue Shield of Michigan will mail you their Group Conversion Application form to your last known address on file. It will be your responsibility to fill this form out and mail it back to Blue Cross/Blue Shield of Michigan.

B. If you have an HMO, you must contact your particular HMO directly to make arrangements.

5) Vision Care and Dental Insurance cease after 30 days following the last day worked.

6) Upon request, insurance booklets are available from your Personnel Department.

II. MESC #7313. Temporary Recall Card (Blue)

I understand that accepting or declining a temporary assignment will not affect my recall rights to a permanent position.

NOTE: Since this Addendum to RIF Packet is obsolete, it is reprinted here for background information purposes only.

APPENDIX C-15

LETTER OF UNDERSTANDING

Human Services Support Agreement

Article XIII, Layoff and Recall

Section 11 - Recall from Layoff

During the course of the 1984 negotiations the issue of the expiration of recall rights for laid off Human Services Support Bargaining Unit employees was discussed. In recognition of the fact that as of August 1, 1984, a large number of laid off Human Services Support Bargaining Unit employees' recall rights expired prior to the new Agreement being reached to extend recall rights from three years to six years, the parties have agreed to bridge the recall rights for all employees of the Human Services Support Bargaining Unit whose recall rights would otherwise have expired as of August 1, 1984, that the period of time between and thereafter until August 1, 1984 and the date upon which the new Agreement has been approved by the Civil Service Commission. Employees affected by the provisions of this Letter of Understanding shall continue to have recall rights for an additional three years.

In order to facilitate the reinstatement of employees on applicable recall lists/ cards, the parties agree that the Departments/Agency shall have sixty (60) calendar days from the date all signatures are obtained to review the recall documents and make any necessary changes. In the event there is a dispute over an employee's recall rights that may be attributed to the provisions of this Letter of Understanding, the parties agree to meet and attempt to resolve the dispute. It is not intended that an error in the administration of these terms result in the displacement of employees who have been previously recalled, but result in the employee whose recall rights have been abridged being placed in seniority order on applicable recall lists.

FOR THE UNION

/s/ Vicki Cook Bumbaugh
Vicki Cook-Bumbaugh, President

Dated: February 22, 1985

FOR THE EMPLOYER

/s/ James B. Spellicy
(for) John B. Bruff, Director

/s/ Paulette Granberry
Paulette Granberry
Contract Negotiator

Dated: February 22, 1985

APPENDIX C-16

LETTER OF UNDERSTANDING

Human Services Support Unit

Article XIII, Sec. 13, Temporary Appointments

During the course of the negotiations on Article XIII, Temporary Appointments, the parties discussed the terms and conditions of employment for Bargaining Unit employees who are recalled to temporary appointments. The parties have agreed that employees recalled on a temporary basis are not eligible for leave of absences as provided in Article XVI of the Agreement.

It is intended that the terms and conditions of employment for employees recalled to temporary appointments except as herein provided be consistent with those of continuing permanent employees except where those terms are not applicable as provided by the Agreement. In the event there is a dispute over the application of conditions of employment for employees recalled to temporary appointments, the Union and the Employer shall attempt to immediately resolve the issue. In the event the dispute cannot be resolved it can be grieved in accordance with the provisions of the Agreement.

FOR THE UNION	FOR THE EMPLOYER
/s/ Vicki Cook Bumbaugh Vicki Cook-Bumbaugh	/s/ John B. Bruff John Bruff
/s/ Antoinette Stafford Antoinette Stafford	/s/ Paulette Granberry Paulette Granberry
Dated: October 10, 1984	Dated: October 10, 1984

APPENDIX C-17

LETTER OF UNDERSTANDING

Article 13, Section 13 - Temporary Appointment

Article 14, Section 6 - Detailing

The parties agree that, when the Employer decides to recall a Temporary Employee (as provided in Article XIII, Section 13) for the purpose of accommodating a request for a detail to another work location, the following procedure will be followed:

1. The Employer shall first ask for volunteers from the permanent staff at the work location that will detail the Employee. The Employer shall detail qualified volunteers (as provided in Article XIV, Section 6) in seniority order.

2. In the event that there are insufficient qualified volunteers, the Employer may recall an employee from the work location "Temporary Recall" list, (blue card); hereinafter referred to as the recall list. The Employer, when making the employment offer, will inform the Employee that if he/she accepts the temporary appointment, he/she will be detailed to another work location. The Employer will also inform the Employee of the work location he/she will be detailed to.

   If the Employee refuses the temporary recall solely because he/she does not want the detail assignment to another work location, the Employee shall retain his/her place on the recall list. The Employer may then offer the assignment to the next Employee on the recall list in seniority order.

3. While the Employer is attempting to recall an Employee for a temporary appointment, the Employer may detail its permanent, qualified employees in inverse seniority order (as provided in Article XIV, Section 6.)

4. The Employer shall pay the Employee that is detailed meal and travel reimbursement as provided in Article XXII, Section 18.

5. The provisions of Article XIII, Section 13, and Article XIV, Section 6 remain effective except where altered in this Letter of Understanding.

For the Office of State Employer

/s/ George G. Matish
George Matish Date

/s/ Susan J. O'Doherty 5/28/87
Susan O'Doherty Date

For the Employer

/s/ Toni M. Moore 5/26/87
Toni M. Moore Date
MESC

For the Union

/s/ Victoria Cook Bumbaugh 5/26/87
Victoria Cook Bumbaugh
Date
LOCAL 31-M

APPENDIX C-18

LETTER OF UNDERSTANDING

Article 13 – LAYOFF AND RECALL

Article 14 – ASSIGNMENT AND TRANSFER

During bargaining in 2001, the parties agreed to establish a committee to study the issues of potential placements for employees in the UA who would have to relocate in order to continue working with the UA following the implementation of the Remote Initial Claims Centers (RICCs). The committee will include a representative from the Unemployment Agency, Department of Civil Service, Office of the State Employer and SEIU Local 31-M.

The committee will request the assistance of Civil Service in conducting qualification reviews and assessments in order to determine other classifications for which the employee may be eligible for consideration as well as identifying training that could be made available to assist employees in meeting eligibility requirements for other positions.

The committee will also review information on relocation services that provide assistance and advice to employees who are relocating, in order to determine the feasibility of using such a service.

The committee will also work jointly on the development of information that will be compiled and supplied to employees who may be laid off. The information will include explanations and appropriate forms for other options provided under the agreement, such as annual and/or sick leave payoffs/freeze and insurance payments. Discussion will focus on Article 13, Section 14.B and D, the recall card and layoff notice issued to Bargaining Unit members.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 1/15/02	/s/ Victoria L. Cook 1/8/02
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 1/14/02	
Susan O'Doherty Date	

APPENDIX C-19

LETTER OF UNDERSTANDING

Article 13 – LAYOFF AND RECALL

Article 14 – ASSIGNMENT AND TRANSFER

Article 22 - ECONOMICS

The parties have discussed the assignment of branch office employees in the Bureau of Workers and Unemployment Compensation (BW&UC) to three work locations that are expected to become Remote Initial Claims Centers (RICCs). Such assignment will occur upon adjustment of staffing levels or closure of branch offices to which the employees are currently assigned. The parties agree that the procedure specified below will be followed:

1. The Employer will mail a Work Location Preference Form listing the three work locations to employees by August 30, 2002.

2. The Employer will provide employees with information when available on job assignment, training, and work schedule. Sources of information on the metropolitan areas in which the work locations are situated will be provided as it becomes available.

3. Each employee will complete the preference form, ranking up to three work locations in order of preference. A choice of "None" will also be available. Employees shall return the card to the Office of Human Resources no later than September 23, 2002.

4. The Employer shall acknowledge receipt of each employee's Preference Form within ten (10) weekdays after the due date. The Employer shall provide copies of the Preference Forms to the Union by September 30, 2002.

5. Employees who have listed at least one work location shall be assigned in seniority order as indicated on Preference Forms. Seniority for probationary employees shall be as follows: date of hire into the bargaining unit in a classification in which status was attained, regardless of branch office closure date. However, if this is not possible based on excess applications for available positions, assignments shall be made in seniority order. Employees who list fewer than three work locations and whose seniority is not sufficient to be assigned to one of their choices shall be laid off.

6. If an employee assigned to a work location pursuant to paragraph 5 concurrently remains assigned to a branch office, the Employer will hold the position in the new work location pending the employee's assignment from the branch office to the work location.

7. Employees who selected "None" on the Preference Form or who will be laid off pursuant to paragraph 5 above shall be given 14 calendar day's written notice of layoff and shall be laid off. Dates of layoff will vary by branch office. Such layoffs shall be in reverse seniority order. The Employer will concurrently provide the notice of layoff to the Union.

8. For full-time continuing employees who accept assignment at a RICC that is farther than a 75-mile radius from their current work location, who must relocate in order to continue working for the Unemployment Agency, and who agree to continue employment in the new location for a minimum of one year, the Employer agrees to reimburse up to $3,000 in moving expenses. An employee who voluntarily separates from employment with UA in less than one year shall repay all moving expense reimbursements. Charges in excess of the specified reimbursement amount must be paid by the employee. This reimbursement may cover any eligible expense under Subsections B, C, D, and F of Article 22, Section 17, Moving Expenses. In lieu of expenses under Subsection B, the employee may utilize a commercial rental truck service and shall submit receipts for reimbursement of such truck or trailer rental charges.

9. For employees covered by paragraph 8 above, the Employer agrees to provide up to four (4) days of administrative leave to secure housing.

10. If the seniority list being used to implement this Letter of Understanding is different from the most recent seniority list provided to the Union under Article 12, Section 5B, upon request by the Union the Employer will furnish such list to the Union within a reasonable period of time.

11. This Letter of Understanding supersedes the LOU on assignment to Remote Initial Claims Centers dated 1/15/2002 (Appendix C-19 of the collective bargaining agreement).

FOR THE EMPLOYER

/s/ Janine M. Winters 8/25/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Susan O'Doherty 8/26/02
Susan O'Doherty Date

FOR THE UNION

/s/ Charlotte Duncil 8/22/02
Charlotte Duncil, President Date
SEIU Local 31-M AFL-CIO

APPENDIX C-20

LETTER OF UNDERSTANDING

Article 15 - HOURS OF WORK AND OVERTIME

Article 16 - LEAVES

During bargaining in 1995, the parties discussed MESC timekeeping issues, such as the recording and utilization of leave credits and the policy of the MESC regarding attendance, overtime, and related issues. As a result of these discussions, the parties agreed that representatives of the Union and the MESC will hold Labor-Management Meetings to undertake a comprehensive review of those topics and others, including but not limited to the anticipated revision of the MESC's policy on attendance, plans for implementing the revised policy, and plans for implementing a positive timekeeping system. If these discussions resolve the parties' concerns, they will jointly make recommendations to the Office of the State Employer, to be incorporated into a Letter of Understanding pursuant to Article 20, Section 12.

Labor-Management Meetings may also be held with other employing departments to discuss related timekeeping issues.

The Office of the State Employer will participate in these meetings as needed. If the parties' concerns are not resolved through these meetings, the recording and utilization of time under a positive timekeeping system is an appropriate subject for secondary negotiations.

FOR THE EMPLOYER

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

APPENDIX C-21

LETTER OF UNDERSTANDING

Office of the State Employer and SEIU Local 31-M

Implementation of the Family and Medical Leave Act

Except as otherwise provided by specific further agreement between SEIU Local 31-M 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 for the Human Services Support bargaining unit on February 5, 1994.

1. Employee Rights. Rights provided to employees under the terms of the Local 31-M collective bargaining agreement are not intended to be diminished by this Letter of Understanding. Contract rights relating to leaves of absence under the collective bargaining agreement shall not be reduced by virtue of implementation of the provisions of the Act. Neither the collective bargaining agreement nor this Letter of Understanding is intended to diminish any employee's rights under 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 collective bargaining agreement or this Letter of Understanding.

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 for 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. 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 meet to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law. Planned changes shall not reduce contractual leave rights provided in the collective bargaining agreement.

6. Complaints. Employee complaints involving the application or interpretation of the FMLA or its Regulations are not grievances under the collective bargaining agreement. Any such complaints may be filed by an employee directly with the employee's Appointing Authority. The Union may, but is not obligated to, assist the employee in resolving the employee's complaint with the employee's Appointing Authority. Grievances alleging paid or unpaid leave contract violations shall continue to be filed in accordance with the contractual grievance procedure. However, an arbitrator shall not have authority to interpret the provisions of the Act.

7. Eligible Employee. For purposes of FMLA leave entitlement, 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 remains unaffected by this Letter of Understanding; however, such leaves will count towards the employee's FMLA Leave entitlement, as provided in this Letter of Understanding, 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. For purposes of FMLA leave eligibility, "employed by the Employer" means "employed by the State of Michigan." Hours worked is intended to include leave used by a Union representative during his/her regular work hours pursuant to Article 7 and Article 8 of the collective bargaining agreement. Hours worked is not intended to include time spent on union business and union activity conducted outside the Union representative's regular work hours.

8. 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.

9. General Provisions.

a. It is understood that when an employee uses his/her entitlement to FMLA leave, the amount of time used under the FMLA shall count toward the employee's right to a like type of contractual leave of absence as indicated below:

FMLA Leave Type:	Contractual Leave Type:
Birth or Adoption	Parental Leave
Foster Care Placement	None
Care of Spouse, Son, Daughter or Parent	None
Medical Leave for Self	Up to Six (6) Months of Medical Leave of Absence in a Five (5) Year Period

b. Employees may request and shall be allowed to use accrued annual or personal leave, deferred hours, or compensatory time 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 in accordance with the Act that the leave is for a qualifying purpose under the Act. 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. Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement.

d. Employees may request and shall be allowed 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. Article 16, Section 3 rights shall continue as provided in the collective bargaining agreement.

e. The Employer may temporarily reassign an employee to an alternative position at the same classification and level with equivalent pay in accordance with the collective bargaining agreement when it is necessary to accommodate an intermittent leave or reduced leave schedule requested by the employee in accordance with the Act. Such temporary reassignment may occur when the intermittent leave or reduced leave schedule is intended to last longer than a total of ten (10) work days, whether consecutive or cumulative. The Employer will make every reasonable effort to reassign these employees within their existing work location. For purposes of layoff and recall, the employees shall remain in the layoff unit applicable to the position they held prior to their temporary reassignment pursuant to this paragraph. Upon completion of an

intermittent leave or reduced leave schedule, employees shall be returned to the position they held prior to their temporary reassignment pursuant to this paragraph as provided in the FMLA.

f. Second or third medical opinions, at the Employer's expense, may be required from health care providers when the employee requests a leave which is designated as counting against an employee's FMLA family care or medical leave entitlement in accordance with the Act.

g. Return to work from an FMLA leave will be in accordance with the provisions of the Act and the collective bargaining agreement.

10. Insurance Continuation. Health Plan benefits will continue in accordance with the Act. Negotiated insurance coverages and benefits will continue as provided in the collective bargaining agreement for employees on contractual leave.

11. 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.

12. Annual Leave. When an employee requests to use annual or personal leave and it is determined, based on information provided to the Employer 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 leave schedule; or

b. When the absence from work is intended to be for five (5) or more consecutive work days.

Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement. Where an employee has not requested the use of annual or personal leave, the Employer will not require use of such paid leave time to substitute for an unpaid FMLA leave.

13. Sick Leave. An employee may request to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that employees exhaust sick leave before a medical leave commences shall continue. An employee requesting an FMLA family care leave must first exhaust his/her sick leave credits. If it is determined, based on information provided to the Employer in accordance with the Act that the sick leave time is for a qualifying purpose under the Act, the Employer may designate the sick leave 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 leave schedule; or

b. When the absence from work is intended to be for five (5) or more consecutive work days.

Annual leave or personal leave used at the employee's request and in accordance with current practice, in lieu of sick leave, may be likewise counted. Only leave that is for a qualifying purpose under the Act will be counted toward the employee's FMLA leave entitlement.

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

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 11/9/95	/s/ Victoria L. Cook 11/9/95
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 11/9/95	
Susan O'Doherty Date	

APPENDIX C-22

LETTER OF UNDERSTANDING

Agreement on Implementation of the Family and Medical Leave Act

During bargaining in 1998, the parties agreed that paragraph 13, Sick Leave, of the Letter of Understanding on implementation of the Family and Medical Leave Act dated 11/9/95 shall be modified to provide that an employee must first exhaust sick leave credits down to 80 hours before an FMLA family care leave commences.

FOR THE EMPLOYER

/s/ Janine M. Winters 10/22/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Susan O'Doherty 10/22/98
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 10/22/98
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

APPENDIX C-23

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

Payroll Deductions and Remittance for Educational Trust Fund

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

It is understood that initiation and continuation of the 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 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 payroll 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.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 11/9/95	/s/ Victoria L. Cook 11/9/95
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 11/9/95	
Susan O'Doherty Date	

APPENDIX C-24

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

In recognition of the fact that the reorganization of the Unemployment Agency will result in the closing of branch offices throughout the State, and in recognition of the fact that layoffs of employees who are unable to relocate to a Remote Initial Claims Center (RICC) are likely to result in the permanent termination of the employment relationship, the parties agree to the establishment of severance pay for such UA employees.

A. Definitions.

(1) Layoff - For purposes of this LOU, layoff is defined as the termination of active State employment solely as a direct result of a layoff of an employee who is unable to relocate to a RICC. Other separations from active State employment such as layoffs for reductions in force, leaves of absence, resignation, suspension or dismissal shall not be considered a layoff under the terms of this LOU.

(2) Week's Pay - Week's Pay is defined as an employee's gross pay for forty (40) hours of work at straight time excluding such things as shift differential and "P" rate at the time of layoff.

(3) Year of Service - Year of Service is defined as 2088 hours recorded in the State's payroll system (see Severance Pay Schedule).

B. Eligibility.

The provisions of this LOU shall apply only to employees with more than one year of service who have been laid off from the Unemployment Agency because they are unable to relocate to a RICC. Further, the following employees shall not be eligible to receive severance pay:

(1) Employees who are in unsatisfactory employment status.

(2) Employees with a temporary or limited term appointment having a definite termination date.

C. Time and Method of Payment.

After an employee has been laid off for six (6) months in accordance with the provisions of this LOU, she/he shall be notified by the Unemployment Agency in writing that she/he 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 Unemployment 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 Unemployment Agency in writing of his/her decision.

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

D. Disqualification.

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

(1) If the employee is deceased.

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

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

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

c. If a probationary period is required and the employee does not successfully complete such required probationary period and is

therefore separated, such time of employment shall be bridged for purposes of the time limits in Section C above.

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

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

E. Effect of Recall.

An employee temporarily recalled under Article 13, Section 13 shall have such time bridged for purposes of counting the time in accordance with Section C above.

F. Effect of Hiring.

If an employee has accepted severance payment and is hired in the State Classified Service within two (2) years of 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 Unemployment Agency. The details of the method and time schedule for such repayment shall be discussed between the employee and the Unemployment Agency and reduced to writing and signed by the employee and the Appointing Authority or designee. In cases of unusual hardship and by mutual consent the one (1) year period may be extended.

G. Payment.

An employee who elects in writing to receive severance pay shall receive an explanation of the terms of such severance pay. The employee and Appointing Authority or designee shall utilize 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 she/he has signed the above mentioned form. The employee shall receive a 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 Sections A-F above shall receive severance payment according to the following schedule:

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

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

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

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

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

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

H. Effect on Retirement.

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

While employees will not be denied severance pay due to retirement eligibility, offsets may be calculated in accordance with the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act.

SEVERANCE PAY SCHEDULE

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

EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL-TIME EMPLOYEE

Average number of hours worked in previous calendar year: 1980

Full-Time employee hours: 2088

Proportion (or percentage): 1980/2088 = 94.8%

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

S.P. = Severance Payment from schedule

FOR THE EMPLOYER

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

APPENDIX C-25

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

The parties have discussed a program of long-term care insurance to be offered to bargaining unit employees, their spouses, parents, and parents-in-law. The following provisions apply to this program:

1. Premiums will be fully paid by employees/enrollees.

2. Current employees are guaranteed to be eligible for coverage if they enroll during the initial enrollment period. New employees are also guaranteed to be eligible if they enroll during the enrollment period that applies to new hires.

3. Employees who elect to enroll outside the enrollment period, as well as all spouses, parents, and parents-in-law, are subject to underwriting (i.e., they will be required to answer certain questions about their medical history to determine their eligibility to enroll).

4. Premiums for active employees will be paid through payroll deduction. Under current IRS tax code provisions, such premiums are to be taken from after-tax income and are not eligible for reimbursement from a medical spending account or other pre-tax reimbursement account.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 1/15/02	/s/ Victoria L. Cook 1/8/02
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 1/14/02	
Susan O'Doherty Date	

APPENDIX C-26

HUMAN SERVICES SUPPORT UNIT
LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

Section 2.J - Civil Service Health Risk Appraisal Program

This confirms the Parties' agreement to accept the Department of Civil Service-administered Health Risk Appraisal Program (hereinafter CS-HRA) as satisfying the "Riskmaster" requirements of Item II.H.1. of the 1988-89 Economic Agreement between the parties. While neither party herein asserts a right or obligation to bargain over the identity of a fringe benefit provider, carrier or administrator, this Agreement is based upon the following considerations, and assurances from the Department of Civil Service (as reflected in Mr. William Blackburn's 8/8/88 memo to the Parties):

1. It was and is the intent of the Parties that the "Healthy Together Program" would be applicable to all unit members (not just those already enrolled in the State Health Plan administered for the state by BCBSM). The best judgement of the Department of Civil Service is that such universal application would cause unacceptable delays in implementation due to state bidding and purchasing statutes and regulations.

2. This agreement does not alter the obligation to furnish Healthy Life and Health Action as referenced in contractual provisions. Such services are being secured through the Department of Civil Service and provided by the Appointing Authorities.

3. The CS-HRA can and will provide services superior to those available through "Riskmaster". Specifically, current clinical measures of height/weight, blood pressure and cholesterol levels will be collected and recorded for each unit member who elects to participate, either through the services of the Health Screening Unit staff or HMOs, and the data-base created under the CS-HRA will be designed to provide more flexible and informative profiles (including time series) on health status of groups without jeopardizing participant confidentiality assurances.

4. The CS-HRA program will provide participants with confidentiality. Health Screening Unit staff will furnish participants who desire it a list of qualified providers of health risk reduction programs and services.

5. The Parties shall each be entitled to name a representative to the Joint Evaluation Committee, and each will be members of an ad hoc evaluation committee to monitor the program's implementation within the unit.

6. The CS-HRA will be piloted exclusively in the units which are currently contractually entitled to an HRA program, and only after the CS-HRA has been offered to all members of both units, and the experience gained from this pilot has been evaluated, will the results be utilized to implement the CS-HRA program throughout the state service.

The Parties have not waived their right to require that the state revise or replace the CS-HRA program in the event it is determined, by the Parties' agreement or through the decision of a contractual grievance arbitrator, that the services provided to unit members through the CS-HRA, in their totality, are so deficient as to deny unit members those benefits they could reasonably have expected if "Riskmaster" had been implemented.

/s/ Victoria Cook Bumbaugh
FOR THE UNION 9/30/88
Vicki Cook Bumbaugh, President
Local 31-M, SEIU

/s/ George G. Matish
FOR THE EMPLOYER
George G. Matish, Director
Office of the State Employer

/s/ Susan O'Doherty 9/16/88
Susan O'Doherty

NOTE: Since this Letter of Understanding is obsolete, it is reprinted here for background information purposes only.

APPENDIX C-27

LETTER OF UNDERSTANDING

Article 22 Economics

Section 3- The State Health Plan

The attached rules for network use will be used by the parties in determining in and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some State employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside Michigan:

Members who need medical care when away from Michigan can take advantage of the third party administrator's national PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital - One hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

Member Costs Associated with In-Network or Out-of-Network Use

	In-Network	Out-of-Network
Deductible	$200/individual $400/family	$500/individual $1,000/family
Co-payments	Office Visits $10 Services 0% or 10% Emergency 0%	Most services 10% (See 2. below)
Preventive Services	Covered at 100% Limited to $750 per Calendar year per person. In January 2006, limit increases to $1,500.	Not covered
Out-of-Pocket Maximum	$1,000/individual $2,000/family	$2,000/individual $4,000/family

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.

2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).

- If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.

- If the non-network provider is not a Blues' participating provider, the provider does not accept Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, co-payment or out-of-pocket maximum cannot be used to satisfy the in-network deductible, co-payments 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 co-payment (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, co-payments 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.

If a member is under a course of treatment on January 1, 2003 when the new State Health Plan is implemented, the member will be treated as in-network until the course of treatment is concluded pursuant to the PPO Standard Transition Policy. After that, the level of benefits will be governed by the in/out-of-network rules of the new State Health Plan.

APPENDIX C-28

LETTER OF UNDERSTANDING

Article 22, Section 18

ECONOMICS, Compensation for Assaulted Employees

During bargaining in 1989, the parties discussed Section 18, Compensation for Assaulted Employees. The parties agree that the word "attack" in Section 18 has the same meaning as the word "assault" in P.A. 452 of 1978, MCL 38.1181.

FOR THE EMPLOYER	FOR THE UNION
/s/ James B. Spellicy	/s/ Victoria Cook Bumbaugh
James B. Spellicy Deputy Director	Victoria Cook Bumbaugh President, Local 31-M, SEIU, AFL-CIO, CLC
1/5/90 Date	1/4/90 Date

/s/ Susan O'Doherty

1/5/90
Date

APPENDIX C-29
SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

LETTER OF UNDERSTANDING
CHIROPRACTIC PILOT
Article 22

During the negotiations in 2004, the parties agreed to amend the State Health Plan PPO chiropractic spinal manipulation benefit as provided for in Article 22, Section 4, Paragraph R, on a one (1) year trial basis. After one (1) year of experience at the new benefit level, the Union may elect to continue the benefit at that level or return to the former benefit level of coverage at 90% after meeting the deductible.

FOR THE UNION

/s/ Charlotte L. Duncil 11/1/04
Charlotte L. Duncil
President
HSS Division, SEIU Local 517M

FOR THE EMPLOYER

/s/ Jan F. Miller 11/1/04
Jan F. Miller
Office of the State Employer

APPENDIX C-30

LETTER OF UNDERSTANDING

Article 23, TRAINING

During negotiations in 1988, the parties discussed certain problems that bargaining unit members employed by MESC had experienced in the past in obtaining approval and payment for overtime hours worked during travel for required training. The parties acknowledge that such approval and payment are covered by the collective bargaining agreement and applicable law.

If such problems arise and are brought to the attention of the Personnel Bureau, the Employer agrees to investigate and resolve them.

FOR THE EMPLOYER		FOR THE UNION	
/s/ James B. Spellicy	9/15/89	/s/ Victoria Cook Bumbaugh	9/13/89
James B. Spellicy	Date	Victoria Cook-Bumbaugh	Date
Interim Director		President	
/s/ Susan O'Doherty	9/13/89		
Susan O'Doherty	Date		

APPENDIX C-31

LETTER OF UNDERSTANDING

Article 23 - TRAINING

During bargaining in 1992, the parties agreed to adapt or obtain a one-day labor-management training program that will focus on improving the communication between management and union representatives, with the goal of improving labor-management relations. The parties will mutually agree on the development and content of the program. However, in an effort to minimize the costs of such a training program, the parties will seek to adapt currently available program(s) and to utilize the services of instructors/ facilitators who may be available at reduced or no cost.

The Employer will be responsible for the costs of program adaptation and instructor fees, if any. The Employer will provide lunch for participants on the day of the training and will allow travel time one way for participating Union representatives. The Union will provide travel time one way for participating Union representatives and will cover other travel-related expenses.

FOR THE EMPLOYER	FOR THE UNION
/s/ William C. Whitbeck 11/10/92	/s/ Victoria L. Cook 11/10/92
William C. Whitbeck Date	Victoria L. Cook Date
Director, Office of the	President, Local 31-M,
State Employer	SEIU, AFL-CIO, CLC
/s/ Susan O'Doherty 11/10/92	
Susan O'Doherty Date	

APPENDIX C-32
SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

LETTER OF UNDERSTANDING
JOINT SEIU LOCAL 517M/OSE
PRESCRIPTION DRUG COMMITTEE
Article 22 - ECONOMICS

During the 2004 negotiations, the Office of the State Employer and SEIU Local 517M agreed to establish a joint committee for the purpose of reviewing possible incentive plans to promote the use of generic drugs.

The committee will make its recommendations, if any are formalized, to OSE and the Union no later than September 30, 2005, unless extended by mutual agreement of the parties.

FOR THE UNION

/s/ Charlotte L. Duncil 11/1/04
Charlotte L. Duncil
President
HSS Division, SEIU Local 517M

FOR THE EMPLOYER

/s/ Jan F. Miller 11/1/04
Jan F. Miller
Office of the State Employer

APPENDIX D-1

Article 22, SECTION 11. PERSONAL LEAVE DAY

The following principles apply to the crediting of hours for the Personal Leave Day:

1. Full-time employees on payroll on October 1 get 16 hours regardless of anything else.

2. Full-time employes not actively at work on October 1 get 16 hours when they return from leave of absence or lost time.

3. Full-time employees who were laid off on October 1, but subsequently recalled to a full-time position have the personal leave grant pro-rated based on the number of pay periods remaining in that fiscal year.

4. Less than full-time employees get a proportionate personal leave grant based on the average hours in pay status during the most recent six biweekly work periods to October 1 (including the period which contains October 1 and work periods when not in pay status).

5. Permanent-intermittent employees who work 80 hours during the pay period which includes October 1 are entitled to 16 hours personal leave.

APPENDIX D-2

HOLIDAY PAY FOR PERMANENT-INTERMITTENT EMPLOYEES

Permanent employees working less than full time shall qualify for paid holiday absence as follows:

1. Employees are entitled to a full holiday credit of eight hours if they otherwise have been in full pay status for the pay period in which the holiday falls.

2. Employees not in full pay status for the pay period in which the holiday falls are entitled to proportionate holiday credit based on the average hours in pay status during the six biweekly work periods (including work periods when not in pay status) preceding the work period in which the holiday occurs.

    a. Permanent employees not in pay status during the biweekly work period when a holiday occurs are entitled to proportionate holiday credit upon return from furlough.

    b. Newly hired employees who have completed less than six biweekly work periods are entitled to proportionate holiday credit based on the average hours in pay status since appointment.

APPENDIX E

CLASS SERIES

Blind Placement Worker 8, 9, E10, 11
Community Placement Assistant 8, 9, E10
Disability Determination Assistant 8, 9, E10
Employment Service Analyst Departmental Trainee 9/Employment Service Analyst 9, 10, P11, 12*
Employment Service Interviewer 9, E10, 11
Home Aide 6, 7, E8
Interpreter Deaf 6, 7, E8, 9
Liability Examiner 8, 9, E10
Migrant Services Worker 8, 9, E10
Unemployment Insurance Examiner 8, 9, E10, 11
Unemployment Insurance Analyst Departmental Trainee 9/Unemployment Insurance Analyst 9, 10, P11, 12*

*Non-supervisory positions only

APPENDIX F

PRE-AUTHORIZED CLASSES

Community Placement Assistant 8, 9, E10
Employment Service Analyst Departmental Trainee 9/Employment Service Analyst 9, 10, P11
Employment Service Interviewer 9, E10
Home Aide 6, 7, E8
Interpreter Deaf 6, 7, E8
Migrant Services Worker 8, 9, E10
Unemployment Insurance Examiner 8, 9, E10
Unemployment Insurance Analyst Departmental Trainee 9/Unemployment Insurance Analyst 9, 10, P11

APPENDIX G

BENCHMARK CONVERSION

Old Class(es)	New Class(es)
Blind Placement Worker 07	Blind Placement Aide III
Blind Placement Worker 09	Blind Placement Aide IVB
Claims Worker 07 - Short Term	Unemployment Claims Worker IV - Short Term
Civil Rights Aide 06	Rights Technician III
Civil Rights Aide 07	Rights Technician IVB
Crippled Children Rep. 08	Handicapper Children Rep. IVB
Deaf Services Aide 05	Interpreter, Deaf IIIB
Disability Technician 07	Vocational Rehab. Aide IVB
Eligibility Examiner 06	Medical Benefits Clerk III**
Employer Liability Examiner 09	Liability Examiner VB
Employment Serv. Interviewer 07	Employment Serv. Interviewer III
Employment Serv. Exec. 08	Employment Serv. Interviewer V
Employment Serv. Exec. 09	Employment Serv. Interviewer V
Employment Serv. Exec. 11*, 12*	Liability Examiner VI*
Homemaker 03	Home Aide I
Homemaker 05	Home Aide IIIB
Indian Affairs Rep. 07	College Trainee IV**
Indian Affairs Rep. 09	Ethnic Affairs Rep. V = Abolished 5/30/82
Indian Affairs Rep. 10	Ethnic Affairs Rep. VI = Abolished 5/30/82
Migrant Services Aide 03	Migrant Services Aide IIIB
Migrant Serv. Elig. Examiner 06	Migrant Serv. Worker II
Migrant Services Worker 07	Migrant Services Worker III
Patient Home Visitor 06	Community Placement Aide II
Patient Home Visitor 07	Community Placement Aide IVB
Spanish Speaking Affairs Rep. 07	College Trainee IV**
Spanish Speaking Affairs Rep. 09	Ethnic Affairs Rep. V = Abolished 5/30/82
Spanish Speaking Affairs Rep 10	Ethnic Affairs Rep. VI = Abolished 5/30/82
Unemployment Claims Examiner 07	Unemployment Claims Examiner III
Unemployment Claims Examiner 08	Unemployment Claims Examiner IVB*
Unemployment Claims Examiner 09	Unemployment Claims Examiner V or VI**

Unemployment Claims Examiner 10*	
Unemployment Claims Executive 07, 08	Unemployment Claims Examiner V/VI**
Unemployment Claims Executive 10*	Unemployment Claims Supervisor VI**
Unemployment Claims Executive 11*	Departmental Analyst VI**
Unemployment Claims Executive 12*	Department Analyst VII**
Unemployment Claims Worker 05	Unemployment Claims Worker II
Unemployment Claims Worker 06	Unemployment Claims Worker IIIB*
Veterans Employment Rep. 09	Employment Serv. Interviewer V
Vocational Rehab. Aid 05	Vocational Rehab. Aide II
Vocational Rehab. Asst. 06	Vocational Rehab. Aide III
Vocational Rehab. Asst. 07	Vocational Rehab. Aide IVB

*Non-supervisory only

**This class/position is/are not in the Human Services Support bargaining unit.

Since these classes have been abolished, this appendix is published in this contract for informational purposes only.

APPENDIX H

LAYOFF UNITS

Layoff Units for all HUMAN SERVICES SUPPORT BARGAINING UNIT members shall be:

1. The work location.
2. The county.
3. Statewide.

APPENDIX I

HUMAN SERVICES SUPPORT BUMPING POOL PROCEDURES

1. The Employer identifies the number of surplus "S" positions by class/level and by work location who shall be designated as surplus employees to bump or be laid off and places the surplus employees in seniority order. If the Employer intends to lay off out of line seniority pursuant to Article 13, Section 3.B(1), the employee(s) who occupies the certified position(s) identified by the Employer shall not be identified as surplus nor shall she/he be placed in seniority order.

2. A. Identify the number of least senior positions in the Layoff Unit, which do not have a selective or departmental certification, equal to the number of surplus positions.

   B. Identify the number of least senior selectively certified positions and/or departmentally certified positions equal to the number of surplus employees eligible to bump into the selectively or departmentally certified positions. In the event a surplussed employee(s) meets the eligibility criteria for more than one certification category, the position(s) identified for inclusion in the bumping pool will be the position(s) occupied by the least senior employee(s) eligible to be bumped by the surplussed employee(s).

   C. The employees identified in A, plus the employees identified in B, shall be placed in seniority order and shall be considered the bumping pool, "A".

3. Identify the most senior surplus employee and review his/her predesignated Work Location Preference Form.

4. Identify what the most senior employee has designated as the preferred work locations in priority order.

5. In accordance with the provisions of Article 13, the Employer will bump the most senior "S" employee to the first designated preferred position in the Pool if there is a less senior employee occupying a position in a class/level that the surplus employee is eligible to bump. If no available work location with a less senior employee in the Bumping Pool is selected, the most senior "S" employee is laid off.

6. Identify the next most senior "S" employee and repeat Steps 3, 4, and 5 until all "S" employees outside the Bumping Pool have been allowed to exercise their bumping preference in seniority order.

7. If one or more employees in the Bumping Pool have not been surplussed or bumped, the Employer will then identify and place in seniority order employees in the Pool who have been surplussed or bumped. The Employer shall then repeat Steps 4 and 5 until all of the more senior affected employees have been given an opportunity to bump into an available less senior Pool position.

8. An employee eligible for certified positions retains the right to bump into certified positions based on his/her eligibility criteria, seniority, and bumping preferences, and into non-certified positions based on his/her seniority and bumping preferences.

APPENDIX J

Article 22 - STATE HEALTH PLAN - PPO BENEFIT CHART

	State Health Plan (PPO)	
	In-Network	**Out-of-Network**
PREVENTIVE SERVICES - Limited to $750 per calendar year per person (In Jan. 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 covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered
PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT		
Mammography Screening for standard film. covers digital up to standard film rate	Covered 100%	Covered-90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam (Effective Jan. 1, 2006)	Covered 100%	Covered-90% after deductible
	Beginning at age 50; One every 10 years.	
Childhood Immunizations (effective Jan. 1, 2006)	Covered 100% for children through age 16	Covered-90% after deductible
Physician Office Services		
Office Visits	Covered - $10 copay	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 copay	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 in network deductible	Covered – 100% after in network deductible
	730 days per confinement	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
	Unlimited visits	

Surgical Services

Surgery - includes related surgical services	Covered – 100% after deductible	Covered – 90% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 90% after deductible

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% to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit $3,500/year chemical dependency only	50% of network rates Limit $3,500/year chemical dependency only

Other Services

Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 90% after deductible
Rabies treatment after initial emergency room treatment	Covered – 100% after deductible	Covered – 90% after deductible
Chiropractic Spinal Manipulation	Covered – $10 COPAY	Covered – 90% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered – 100% after deductible	Covered – 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 90% after deductible
	Up to a combined maximum of 60 visits per calendar year Effective Jan. 1, 2006 the maximum will be 90 visits per calendar year	
Durable Medical Equipment	Covered 100%	Covered 80% of approved charges

Other Services

Prosthetic and Orthotic Appliances	Covered 100%	Covered 80% of approved charges
Private Duty Nursing	Covered – 90% after deductible	Covered – 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
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, Copays and Dollar Maximums

Deductible	$200 per member;$400 per family	$500 per member; $1,000 per family
Copays - Fixed Dollar Copays - Do not apply toward deductible	$10 for office visits/consultations, chiropractic	
- Percent Copays - MH/SA copays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MH/SA outpatient, and private duty nursing	10% for most services; MH/SA at 50%
Annual Dollar Maximums - Fixed Dollar Copays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Copays - MH/SA and private duty nursing copays 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	

APPENDIX K

LETTER OF AGREEMENT
IN SUPPORT OF NATIONAL HEALTH CARE REFORM
September 1991

The Union and the Employer recognize that our nation's health care system has reached a state of crisis. Skyrocketing health care costs threaten the living standards of workers and the financial stability of state and local governments. Spending for publicly provided health care insurance, both for civil servants and the poor who rely on government for health care coverage, is the fastest growing component of state and local government budgets. The cost of providing health care insurance is rising as rapidly for the public sector as it is in the private sector.

In the past, the Union and the Employer have agreed to mutual efforts to control health care costs through various cost-containment initiatives. While the parties are committed to continuing these efforts, they now recognize that the problem cannot be solved through collective bargaining alone. Health care costs cannot be adequately controlled on a plan-by-plan, employer-by-employer, or even totally on a state-by-state basis. Rather, a new national framework for the health care system that works in true partnership with the states is required to solve the three related problems of cost, quality and access.

The parties agree to work jointly to achieve a national consensus for health care reform. National health care reforms should recognize the best of state initiatives, including statewide health care reforms that improve access, maximize delivery of cost-effective preventive care and that establish medical care payment programs designed to reduce overall medical costs. The parties recognize that cooperation between labor and management will increase their effectiveness in achieving changes in state and federal policy that both support.

At the national level, the parties agree to meet with Congress to begin work on approaches to achieve national health care reform that recognize the partnership role of states.

At the state level, the parties agree to the formation of a Joint Committee on Health Care Reform whose efforts will be guided by the following principles:

1. The interconnected problems of cost, quality, and access require comprehensive solutions involving states, the federal government and the private sector.

2. Immediate action to achieve a national consensus on comprehensive solutions is required, even though it may entail both short and long-term initiatives.

3. Assuring all citizens access to affordable health care must have the highest priority. The financing of care should be shared fairly among all participants in the health care system. Health care financing must have a positive impact on international competition, preclude cost shifting among payers and assure basic care to individuals who do not have the ability to pay.

4. A comprehensive solution will require leadership from all levels of government and the private sector to establish a national framework for health care reform which will contain costs, assure quality, and extend access to affordable care for all citizens. The practice of shifting financial responsibility for health care costs from the federal government to states and localities must end, and a stable financing base must be assured.

5. Cost containment strategies at the state level must work together with national reforms. State level cost containment strategies may include all-payer reimbursement systems, global budgeting of capital, an expanded role for community-based care that emphasizes preventive health care, electronic billing systems, purchasing consortia for small businesses to reduce administrative costs and tort liability reform, including national practice standards and protocols.

6. The federal government must recognize the critical role of states and localities as administrators and innovators. The federal government can assist states in their efforts to test various reform alternatives and the parties agree to study such alternatives including reducing paperwork burdens, simplifying waiver procedures for Medicaid, utilizing all-payer reimbursement systems and the utilization of cost-effective managed care.

7. Reform should build upon the strengths of the American economic system including plurality (e.g., the choice of competing delivery systems), competition, technical innovations, and a federal/state partnership.

/s/ Victoria Cook Bumbaugh
For the Union

/s/ William C. Whitbeck
For the Employer

APPENDIX L

LETTER OF UNDERSTANDING

1. During the collective bargaining negotiations between the State of Michigan and the SEIU Coalition (Local 31-M, Michigan Corrections Organization, and Michigan Professional Employees Society) during 1992, the parties agreed to fund across the board pay increases in Fiscal Years 1993-94, 1994-95 and 1995-96 from implementing cost containment measures in the State's group insurance plans.

2. In the past the parties have agreed to mutual efforts to control health care costs through various cost-containment measures through the establishment of a Joint Committee on Health Care Reform.

3. The parties desire to draw on the expertise developed through their participation on that Committee in developing various cost containment measures to retard the rate of increase in the cost of the State's group insurance plans.

4. Therefore, the undersigned parties agree to establish subcommittees of the existing Joint Committee on Health Care Reform with labor and management members, assisted by staff of the Employee Benefits Division, Department of Civil Service. These subcommittees shall explore managed 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 Plan and other group insurance plans on a timetable to be determined by the parties.

/s/Victoria L. Cook	11-16-92	/s/William C. Whitbeck	11-16-92
Local 31-M	Date	Employer	Date

_____

Michigan Corrections Organization — Date

_____

Michigan Professional Employees Society — Date

APPENDIX M

LETTER OF UNDERSTANDING

SEIU COALITION

IMPLEMENTATION OF PREFERRED PROVIDER ORGANIZATION

MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

The parties have previously entered into collective bargaining agreements which provide that, working through subcommittees, the parties will explore managed care, preferred provider systems, structural changes in group insurance plans and related matters as mutually agreed by the parties, for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties. These Agreements were approved by the Civil Service Commission on January 26, 1993.

The parties have now met in subcommittees on numerous occasions, at which they were assisted by the staff of the Department of Civil Service Employee Benefits Division. Pursuant to those subcommittee discussions, the parties now agree that, effective with the first full pay period in July 1993 (or as soon thereafter as administratively feasible), covered benefits in the area of mental health/substance abuse services will be "carved out" of the State Health Plan and provided to bargaining unit employees through a Preferred Provider Organization (PPO). The parties expect that the state would realize substantial and significant cost savings in the area of mental health/substance abuse services while increasing the accessibility and quality of such benefits by providing services not currently available under the State Health Plan. Among the additional services are:

- A 24-hour/day, 7-day/week "800" toll-free telephone staffed by mental health care professionals to provide immediate referral and assistance to enrolled employees and their dependents;
- A "managed care" plan providing ongoing evaluation and management of cases by professionals familiar with the most appropriate treatment settings;
- Monitoring of provider effectiveness in the various treatment plans;
- Direct interface with the Department of Civil Service Employee Services Program to provide for a coordinated continuum of care; and
- Elimination of the $50/$100 annual deductible for outpatient services provided within the network.

The parties acknowledge that one of the principal underlying concepts of a PPO managed health care system is that enrolled employees and their covered dependents are expected to use a network of providers who have agreements

with the PPO administrator ("the Administrator") and, if services are obtained from non-network providers, financial sanctions will be imposed. While the final authority over such issues as scope of coverage, benefit design, and the relative responsibilities of the PPO and the patient for payment of charges is contained in the Request for Proposal and selected Vendor's Response to Proposal, in general:

- Covered inpatient services provided by a network provider will be paid directly to the provider at 100% of approved charges; there will be no annual deductible.

- Covered outpatient services provided by a network provider will be paid directly to the provider at 90% of approved charges, with a 10% co-payment of the approved charge on the part of the patient; there will be no annual deductible.

- Except during the transition period (including any extension period) described below, covered inpatient and outpatient services provided by a non-network provider will be paid by the patient who, after meeting an annual deductible of $50/person and $100/family, will be reimbursed by the Administrator for the lesser of 50% of the billed charges, or 50% of the allowable charges authorized by the PPO Administrator.

- The annual $3500 maximum benefit for outpatient services is maintained.

Participating providers of covered mental health/substance abuse services will be selected, maintained and removed by the Administrator in accordance with standards of professional qualifications and practice established by the Administrator. Employees will be encouraged to provide the Administrator with the name and business address of any provider(s) from whom the employee or a covered dependent has received covered services so that the Administrator may contact him/her and, if s/he meets the Administrator's standards of professional qualification and practice and agrees to accept the PPO Administrator's treatment protocols, solicit his/her participation as an in-network provider.

1. Transition Period. Employees/covered dependents who are receiving inpatient mental health/substance abuse services at the time the PPO is implemented will not become covered by the PPO program (but will remain in their current State Health Plan coverage) until being discharged from the inpatient facility. Employees/covered dependents who are receiving mental health/ substance abuse outpatient services from a non-network provider at the time the PPO is implemented will be afforded a 90-day transition period during which they may continue and complete the treatment plan with the non-network provider. Billed charges for covered services received from the non-network provider during this transition period will be paid in accordance with reimbursement procedures of the State Health Plan in effect prior to the implementation of the PPO, unless the provider becomes a participating provider under the network. If, at the end of the 90-day transition period, the patient has not been

authorized an "extension period" by the Administrator (as described below), and the patient continues or renews receiving services from a non-network provider, the non-network provider's charges for covered services will be reimbursed by the Administrator at the rate of 50% of the billed charges, but not to exceed an amount equal to 50% of the allowable charges authorized by the PPO Administrator.

2. Extension Period. The parties acknowledge that in some cases, due to the nature of the patient's condition and/or treatment plan, a 90-day period for patients to make a transition from a non-network provider to a network provider may not be sufficient to permit the quality of services to be maintained. The Administrator will maintain and communicate to enrolled employees a procedure by which a patient may request a professional opinion from a network provider designated by the PPO Administrator on the question of whether (from a clinical standpoint) authorized treatment with the current non-network provider should be extended beyond the initial transition period. If the Administrator grants an extension period, the patient may continue receiving covered services for a period of time until the need for treatment, based on the second opinion, ends or 90 days following the expiration of the transition period, whichever comes first. During this extension period the non-network provider's charges for covered services will be paid in accordance with the procedures of the State Health Plan in effect prior to the implementation of the PPO.

3. Geographic Accessibility. The parties recognize that there may be areas within the state where the closest network provider is not located within a reasonable distance from the patient's residence, and there is no expectation that one will be locating within a closer distance within the period during which covered services are authorized. If there is no network provider within a reasonable distance (as determined by the Director of the Department of Civil Service Employee Benefits Division) from the patient's home address, the Administrator will authorize payment for covered services which are provided by a non-network provider as currently provided under the State Health Plan in effect prior to the implementation of the PPO.

4. Conflicts of Interest. There may be circumstances in which a network provider is also a state employee, or is providing contractual services to a state agency, at a worksite where bargaining unit employees are employed. The parties recognize that employees expect and require as much privacy as possible in their relationship with their treatment provider; requiring an employee to choose between using the services of a network provider with whom the employee works, versus assuming responsibility for a larger share of the billed charges because a non-network provider has been selected for covered services, could cause this privacy interest to be compromised. The parties therefore agree that the Administrator will maintain a system of alternative provider referrals and equivalent covered expense reimbursement which assures that, at the patient's option, network providers for state employees and their dependents are neither state employees, nor providing contractual services to a state agency, at a worksite where the state employee is employed.

5. Selection of Administrator. The parties recognize that the public policy of the State of Michigan is to obtain services paid for out of public funds through an open competitive process, and that the selection of a Mental Health and Substance Abuse Services PPO Administrator is subject to this policy. The parties also recognize that their success in implementing a Mental Health and Substance Abuse Services PPO can be influenced to a considerable extent by the acceptability of the PPO Administrator to the enrolled employees and their bargaining representatives. The parties therefore agree that the SEIU Coalition will be afforded the opportunity to designate one official representative of the Coalition and up to two additional observers to the Joint Evaluation Committee that is appointed by the Department of Management & Budget Purchasing Division to review bid specifications, evaluate qualified bids, and select one or more Mental Health and Substance Abuse Services PPO Administrators for FY93-94, and a single PPO administrator during FY94-95. The parties understand that it is the intent to select not more than three Mental Health and Substance Abuse Services PPO Administrators to implement such plans during FY93-94, and that the process of assigning a particular Mental Health and Substance Abuse Services PPO Administrator to the respective bargaining units will be consultative to the maximum extent feasible. The parties also understand that the JEC will evaluate the relative performance of all the Mental Health and Substance Abuse Services PPO Administrators that are initially selected to provide services to groups of state classified employees during FY93-94, and that the JEC will be used to select a single vendor of such mental health/substance abuse PPO services for all applicable groups of classified employees during the first quarter of FY94-95. In the event that the vendor providing services to the SEIU Coalition is not the one selected to be the state's single vendor, the provisions of Section 1, Transition Period, and Section 2, Extension Period, above shall apply.

1. Termination of Participation. The parties understand that the agreement with the vendor(s) will contain a thirty-day cancellation clause under which the Department of Civil Service may terminate the agreement for cause. The parties recognize that the SEIU Coalition (and/or the Employer) may not be completely satisfied with the experience under the mental health/substance abuse PPO. The parties therefore agree that they will meet on a regular quarterly basis throughout FY93-94 and FY94-95, and during the month of March 1995 to review any substantive problems encountered by unit members and/or the state under the PPO; determine whether such problems can be corrected during the balance of FY93-94, FY94-95 and FY95-96; and, if so, determine what course of action will best achieve these corrections without changes in the agreed-upon benefit design and coverages. The views of the Department of Civil Service Employee Benefits Division on these issues will be solicited and given maximum consideration by all of the parties, but will not be controlling upon any of the parties. If, as a result of this review and the parties' good faith attempts to resolve the problems identified, either of the parties wishes to propose that participation in the PPO be terminated at the end of FY94-95, such proposal shall be made to the other party not later

than Friday, April 7, 1995. If such proposal to terminate participation is not accepted by the other party by Friday, April 21, 1995, the party making the proposal shall submit the question to the State Personnel Director for resolution in accordance with §6-13.1 of the Civil Service Commission's Employee Relations Policy Rule. If the proposal to terminate participation in the PPO at the end of FY94-95 is supported by the Civil Service Commission, the benefits and coverages in effect during FY95-96 shall be as provided by the Civil Service Commission.

/s/ Phillip L. Thompson 6/7/93
Michigan Professional Employees Society, SEIU — Date

/s/ Victoria L. Cook 6/7/93
Local 31-M, SEIU — Date

/s/ Fred R. Parks 6/7/93
Michigan Corrections Organization, SEIU — Date

/s/ James B. Spellicy 6/7/93
Office of the State Employer — Date

APPENDIX N

LONGEVITY SCHEDULE OF PAYMENTS

Equivalent Hours of Service Prior to Oct. 1	Payments
10,400 – 18,719	$ 260
18,720 – 27,039	$ 300
27,040 – 35,359	$ 370
35,360 – 43,679	$ 480
43,680 – 51,999	$ 610
52,000 – 60,319	$ 790
60,320 and over	$1,040

APPENDIX O

LETTERS OF INTENT

The following Letters of Intent are printed for information purposes. They do not change any provisions of the agreement, but clarify or interpret certain provisions.

APPENDIX O-1

LETTER OF INTENT

Article 3 - INTEGRITY OF THE BARGAINING UNIT

Section 1 - Bargaining Unit Work Performed By Non-Bargaining Unit Employees

During bargaining in 1995, the parties discussed the Union's concern regarding appropriate notice to SEIU Local 31-M prior to bringing work experience program participants into the work place as outlined in Article 3, Section 1.

At the Union's request, the parties will meet to review and discuss improvements in notification procedures to be followed when such employees will be performing bargaining unit work.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 11/9/95	/s/ Victoria L. Cook 11/9/95
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 11/9/95	
Susan O'Doherty Date	

APPENDIX O-2

LETTER OF INTENT

Article 11 - HEALTH AND SAFETY

Section 9 - First Aid

During bargaining in 1995, the parties discussed the matter of first aid supplies at work locations. This letter expresses the intent of the Employer to continue to comply with Article 11, Section 9, which provides that the Employer shall maintain at each work location first aid supplies and equipment in accordance with American Red Cross or other approved standards. Maintaining such supplies and equipment includes keeping supplies restocked.

FOR THE EMPLOYER

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

APPENDIX O-3

LETTER OF INTENT

Article 11, HEALTH AND SAFETY

Section 11 - Confidentiality of Medical Records

During Bargaining in 1991, the parties discussed the confidentiality of medical information. In response to concerns expressed by the Union, the Employer recognizes that the "Employee Time and Attendance Report" - DMB Form A-424, asks that the employee specify only the "reason" for the employee's sick leave usage. The parties agree that detailed information pertaining to the reason for sick leave usage is subject to Article 11, Section 11 and need not be specified on DMB Form A-424. For example, it is sufficient to record "illness" but not the specific nature of the illness, or to record "attending a funeral" but not the name of the deceased, when completing the DMB Form A-424. However, the Employer has the right to require additional evidence to verify the reason indicated for the use of sick leave in accordance with Article 16, Section 3.

In the MESC, completion of sick leave affidavits is not currently required.

FOR THE EMPLOYER	FOR THE UNION
/s/William C. Whitbeck 8/26/91	/s/ Victoria Cook Bumbaugh 8/25/91
William C. Whitbeck Date	Victoria Cook Bumbaugh Date
Director, Office of the	President, Local 31-M, SEIU
State Employer	AFL-CIO, CLC
/s/ Susan O'Doherty 8/25/91	
Susan O'Doherty, OSE Date	

APPENDIX O-4

LETTER OF INTENT

Article 11 - HEALTH AND SAFETY
Article 17 - PERSONNEL FILES
Article 18 - COUNSELING AND DISCIPLINE

APPENDIX R-5 LOI

During bargaining of 1998, the parties discussed the Union's concern related to development, implementation and usage of electronic files/records. The parties agreed that the same standards contained in the Collective Bargaining Agreement regarding confidentiality, security, access, maintenance and file retention shall apply to all articles and sections of the Collective Bargaining Agreement which reference official personnel files, personnel files, medical files/records, counseling memoranda or the employee's official record.

FOR THE EMPLOYER:

/s/ Janine M. Winters 2/8/99
Janine M. Winters Date:
Director, Office of the State Employer

/s/ Susan O'Doherty 2/2/99
Susan O'Doherty Date:
Office of the State Employer

FOR THE UNION:

/s/ Victoria L. Cook 2/2/99
Victoria L. Cook Date:
President, SEIU Local 31-M
AFL-CIO, CLC

APPENDIX O-5

LETTER OF INTENT

Article 13 - LAYOFF AND RECALL

Section 9. - Temporary Layoffs - Employer Option

During Bargaining in 1991, the parties discussed the return to work procedure to be implemented when employees are laid off under the provisions of Article 13, Section 9. The parties agree that those employees who are temporarily laid off under the provisions of Article 13, Section 9. shall be returned to work in seniority order.

FOR THE EMPLOYER	FOR THE UNION
/s/William C. Whitbeck 8/26/91	/s/ Victoria Cook Bumbaugh 8/25/91
William C. Whitbeck Date	Victoria Cook Bumbaugh Date
Director, Office of the	President, Local 31-M, SEIU
State Employer	AFL-CIO, CLC
/s/ Susan O'Doherty 8/25/91	
Susan O'Doherty, OSE Date	

APPENDIX O-6

LETTER OF INTENT

Article 13 – LAYOFF AND RECALL

Article 23 – TRAINING

During bargaining in 1998, the parties agreed that Letters of Understanding dated 9/13/89 related to Article 23 and 12/1/93 related to Article 13 apply in the Unemployment Agency.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 10/22/98	/s/ Victoria L. Cook 10/22/98
Janine M. Winters, Director Date	Victoria L. Cook, Presiden Date
Office of the State Employer	SEIU Local 31-M, AFL-CIO
/s/ Susan O'Doherty 10/22/98	
Susan O'Doherty Date	

APPENDIX O-7

LETTER OF INTENT

Article 14 - ASSIGNMENT AND TRANSFER

Section 3 - Transfer

The undersigned parties agree:

1. Transfer requests under Article 14, Section 3, of the Human Services Support Unit Agreement received during the window periods of March, June, September, and December will have an effective date of the first calendar day of the month after the window period.

2. If an employee who currently has a transfer request on file submits another request during a window period, the previous transfer request will remain in effect until the end of the window period. The new request will take effect the first calendar day of the month after the window period.

3. If an employee accepts a transfer, she/he may submit another transfer request during the window period after twelve months have elapsed from the effective date of the transfer. If the twelve months would elapse during a window period, a transfer request may be submitted during said window period. For example, if an employee transfers with an effective date from July 1 through September 30, 1993, she/he may submit a new transfer request in September 1994, which will become effective October 1, 1994.

4. Employees retain their rights for transfer in accordance with Article 14, Section 3.

FOR THE EMPLOYER	FOR THE UNION
/s/ Sharon J. Rothwell	/s/ Victoria L. Cook
Sharon J. Rothwell Director, Office of the State Employer	Victoria L. Cook President, Local 31-M, SEIU AFL-CIO, CLC
12/3/93 Date	12/1/93 Date

/s/ Susan O'Doherty
Susan O'Doherty

12/1/93
Date

APPENDIX O-9

LETTER OF INTENT

Article 16 - LEAVES

The current Employment Service Agency work rule regarding calling in states that the employee is required to report unplanned absence or a delay in arriving at work to his/her supervisor or designee within fifteen (15) minutes after the scheduled starting time or, when possible, before the scheduled starting time. If the unplanned absence extends beyond one day, employees must contact their supervisor each day to notify her/him of the continuing absence and the expected length.

/s/ Janine M. Winters 10/19/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/16/98
Victoria L. Cook, President Date
SEIU Local 31-M, AFL-CIO

/s/ Susan O'Doherty 10/16/98
Susan O'Doherty Date

APPENDIX O-10

LETTER OF INTENT

Article 16 - LEAVES

Section 1 - Annual Leave Application
Section 2 - Vacation Application and Scheduling
Section 3 - Sick Leave Application

During bargaining in 1998, the parties discussed the subject of current practices as they relate to the above mentioned Sections. Consistent with Collective Bargaining Agreement, current practices in the Employment Service Agency are as follows:

Employees requesting three (3) days or less of annual leave make the request and receive approval verbally. The approved leave is noted on the designated time report.

Employees requesting more than three (3) days of annual leave must submit their request in writing and receive written approval from their supervisor or designee.

A vacation must be requested in writing and approved in writing.

Annual leave may be substituted for approved sick leave, by the employee indicating on the designated time report that she/he wishes to use annual leave in lieu of sick leave.

These practices are subject to change consistent with the Collective Bargaining Agreement.

/s/ Janine M. Winters 10/19/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/16/98
Victoria L. Cook, President Date
SEIU Local 31-M, AFL-CIO

/s/ Susan O'Doherty 10/16/98
Susan O'Doherty Date

APPENDIX O-11

LETTER OF INTENT

Article 16 - LEAVES

Section 4.D - Types of Leaves of Absence

Subsection (2) - Medical

During bargaining in 1995, the parties discussed the concerns expressed by the Union regarding the need for appropriate review in evaluating employee requests for medical leaves of absence and the extension of medical leaves. The Employer agrees that in considering requests for medical leaves of absence, or extensions, outside of the contractual guarantee, management will exercise discretion based on the individual circumstances related to the leave request on a case by case basis. In considering these requests, the Employer acknowledges its contractual obligation in considering its operational needs, the employee's work record, and verifiable medical information that the employee can return at the end of the extension period with the ability to perform his/her job duties.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 4/12/96	/s/ Victoria L. Cook 4/10/96
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 4/12/96	
Susan O'Doherty Date	

APPENDIX O-12

LETTER OF INTENT

Article 19 - PERMANENT-INTERMITTENT EMPLOYEES

Section 6 - Reports Provided by the UA

The parties agree that in the event permanent-intermittent employees are used in the Employment Service Agency, the Employer will provide notice to the Union and will meet with the Union on request to determine what information is available on permanent-intermittent employees and what information will be provided to the Union.

FOR THE EMPLOYER	FOR THE UNION
/s/ Janine M. Winters 4/14/99	/s/ Victoria L. Cook 4/14/99
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	Local 31-M, SEIU, AFL-CIO
/s/ Susan O'Doherty 4/14/99	
Susan O'Doherty Date	

APPENDIX O-13

LETTER OF INTENT

Article 22 - ECONOMICS

Section 8. Continuation of Group Insurances.

During Bargaining in 1991, the parties discussed the issue of continuation of group insurances ("direct pay" option) for permanent-intermittent employees.

The parties recognize that a permanent-intermittent employee, upon furlough, will be offered the opportunity to continue group insurances according to Article 22, Section 8.A(3), and will have the appropriate "direct pay" forms mailed in a timely manner by the departmental Employer if the Employer does not anticipate that the employee will be returning to work within one or two pay periods.

However, if the Employer believes that the permanent-intermittent employee will be returning to work within one or two pay periods, the enrollment will be reported to the appropriate insurance plan administrator or HMO for up to two pay periods as a "premium not taken," according to current practice of the Department of Civil Service, and a premium will be deducted from the employee's first pay upon return to work. If the permanent-intermittent employee does not return to work within two pay periods, the employee will then be offered the opportunity to continue group insurances according to Article 22, Section 8.A(3), and will have the appropriate "direct pay" forms mailed in a timely manner by the departmental Employer.

FOR THE EMPLOYER	FOR THE UNION
/s/William C. Whitbeck 9/11/91	/s/ Victoria Cook Bumbaugh 9/10/91
William C. Whitbeck Date	Victoria Cook Bumbaugh Date
Director, Office of the	President, Local 31-M, SEIU
State Employer	AFL-CIO, CLC
/s/ Susan O'Doherty 9/11/91	
Susan O'Doherty, OSE Date	