

Article 1
PREAMBLE

- A. This Agreement, entered into this October 12, 2001 by and between the Office of the State Employer on behalf of the State of Michigan and its principal Departments and Agencies covered by this Agreement (hereinafter referred to as "Management," or "Employer") and the Michigan Public Employees, SEIU Local 517M (hereinafter referred to as "MPE" or "Union"), shall be effective January 1, 2002 when it has been ratified by MPES, and approved by the Civil Service Commission. [Approved by the Civil Service Commission on December 18, 2001.]

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

- C. As used throughout this agreement, the term "day" shall mean the days of the week, Monday through Friday, exclusive of paid holidays.

Article 2
PURPOSE AND INTENT

- A. It is the purpose of this Agreement to express the negotiated agreements of the parties with respect to the wages, hours and terms and conditions of employment of the unit members covered by this Agreement; to recognize the continuing responsibility of the State 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.
- B. The parties recognize that they are subject to the rules, regulations, and compensation plan of the Michigan Civil Service Commission. The parties therefore adopt and incorporate herein such rules (excluding rules governing prohibited subjects of bargaining), regulations and compensation plan in effect on the date that this Agreement is approved by the Civil Service Commission, provided that the subject matter of such rules, regulations, and compensation plan is not covered in this Agreement. Upon approval by the Civil Service Commission, 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 (but excluding Civil Service rules and regulations governing prohibited subjects of bargaining) and (2) conflicting rules, regulations, practices, policies and agreements of or within Departments/Agencies pertaining to terms and conditions of employment.
- C. If, during its terms, 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 Office of the State Employer and the MPES, and approval by the Civil Service Commission.
- D. No individual unit member or group of unit members, acting without the specific authorization of MPES, may alter, amend or modify any provisions hereof. No individual Department or Agency of State Government, or group of such Departments or Agencies, acting without the specific authorization of the State Employer, may alter, amend, or otherwise modify any provision of this Agreement.
- E. The Employer agrees that, in accordance with the Civil Service Rules and Regulations, terms and conditions of employment which are mandatory topics of bargaining which are in effect on the effective date of this Agreement will continue in effect throughout the life of this Agreement under the conditions upon which they were previously granted, unless otherwise provided for or abridged by this Agreement, or unless altered by

mutual agreement between the Office of the State Employer and the Union through negotiations, and approved by the Civil Service Commission.

- F. This Agreement, including its supplements and exhibits attached hereto (if any) concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union and the Employer acknowledge and agree that the bargaining process, under which this Agreement has been negotiated, is the exclusive process for affecting terms and conditions of employment at both primary and secondary levels, and such terms and conditions shall not be addressed under the conference procedure of the Civil Service Rules and Regulations. The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties hereto, and supersedes all prior Agreements, and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term, provided that Article 2, Section E, shall not be impaired. All negotiable terms and conditions of employment not covered by this Agreement shall not be impaired. Nothing shall preclude the parties from meeting during the life of this Agreement and negotiating any mandatory topic of bargaining or other mutually agreeable subject.

- G. If any provision of this Agreement or application thereof is found to be unlawful by a court of competent jurisdiction or by the Michigan Civil Service Commission, then that provision shall be null and void, but all other provisions shall remain in full force and effect. The parties agree in these cases to meet and negotiate those provisions which have been declared null and void.

Article 3
RECOGNITION

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

- A. MPES agrees to fully and fairly represent all unit members included in the Bargaining Unit without regard to membership or non-membership in, or the participation or nonparticipation in the activities of, the Union.
- B. Nothing in this Agreement shall preclude the Union from representing new classifications which may be established and included in the Scientific and Engineering Bargaining Unit by the Department of Civil Service. Nothing contained herein shall operate to preclude a challenge to the continued inclusion of existing classifications when a change in job assignments occurs.
- C. Nothing in this Agreement shall preclude the parties from agreeing to add to or otherwise amend Appendix A.

Article 4
DUES DEDUCTION AND SERVICE FEE

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

Article 5
SECONDARY BARGAINING AND WORK RULES

A. Secondary Bargaining

1. There will be no Secondary Negotiations, as defined by the Civil Service Rules and Regulations, on any issue unless specifically so delegated by the express written terms of this Agreement.
2. In the event any Secondary Negotiations are authorized by the parties any resulting agreements will take effect only upon ratifications by the Union, and approval by the State Employer and the Civil Service Commission.
3. Administrative leave for Secondary Negotiations shall be discussed at the departmental level. Under no circumstances shall a department which is not a party to the Secondary Negotiations be required to grant administrative leave to a unit member representing the Union in Secondary Negotiations.
4. Secondary Negotiations Timetable. The parties shall meet to negotiate secondary agreements after Civil Service Commission approval of this Agreement. These negotiations shall continue, with regular meetings as mutually agreed, for no longer than ninety (90) calendar days after Civil Service approval of this agreement and may include mediation as agreed to by the parties or required by the Civil Service Rules and Regulations. Should the parties fail to agree on items properly referred to Secondary Negotiations, the outstanding items may be submitted to Impasse in accordance with Civil Service Rules and Regulations.
5. Continuation of Current Agreements. Secondary Agreements in effect on the effective date of this Agreement shall remain in effect if approved by the Civil Service Commission.
6. Department of Transportation.
The parties agree that the issue of MDOT lunch periods and schedule II employees shall be a proper subject for secondary negotiations.
7. Department of Consumer & Industry Services Layoff and Bumping.
The parties agree that departmental layoff units shall be a proper subject for secondary negotiations.

B. Secondary Agreements

1. Department of Community Health – Shift Assignments.

[See Appendix D]

2. Department of State Police.

- a. Controlled Substance Testing. The legislature provided in Section 21 of Act No. 216 of the Public Acts of 1986 that:

"The Department of State Police shall develop a plan for a controlled substance testing program for all present and future department employees. The plan shall include guidelines which the department would follow if the department implemented such a program"

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

3. Health and Safety Agreements.

- a. HEALTH AND SAFETY AGREEMENTS. Department of Agriculture [See Appendix C] Department of Agriculture [See Appendix C] Department of Agriculture [See Appendix C]
- b. Department of Natural Resources [See Appendix C]
- c. Department of Community Health/Community Public Health Agency [See Appendix C]
- d. Department of State Police [See Appendix C]
- e. Department of Environmental Quality [See Appendix C]

C. Work Rules.

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

1. Any work rule which is inconsistent with the specific written terms of this Agreement shall be null and void.
2. The Appointing Authority will provide copies of written work rules to the Union as soon as practicable.

- a. The Union shall be provided a copy of the proposed work rule ten (10) days prior to its intended implementation date.
 - b. The Union shall be entitled to offer any comments or suggested modification it desires to the rule prior to its implementation.
 - c. Provisions of paragraphs 1 and 2 of this Section shall not be applicable during periods of emergency, provided, however, that the Union shall be advised by the Employer of the reason for the emergency.
3. Nothing in this Agreement shall operate to preclude any operating unit of the Employer from establishing work rules, provided the provisions of this Article have been observed.
 4. Unit members are required to comply with all work rules.
 5. Management reserves the right to amend or alter any work rule, and agrees that prior to implementation of any such amendments, it will implement the provisions of paragraph C.2. above.

D. Violence in the Workplace.

1. The parties agree that violence in the work place is an issue of mutual concern. Therefore the parties agree that the Employer may, after notice to the employee and MPES, require the employee to undergo a psychiatric or psychological evaluation when there is a reasonable basis, based on objective and verifiable evidence, that the employee poses a threat to others in the work place or to citizens with whom the employee works.
2. In the event that any witness(s) statement is utilized to establish such objective and verifiable evidence, the identity of the witness(s) shall be kept confidential throughout any ensuing investigation. If the investigation culminates in a disciplinary action, the identity of the witness(s) shall be revealed.
3. The psychiatrist or psychologist administering the evaluation will be chosen by the Appointing Authority. The evaluation shall address the issues of whether the employee poses a threat to others in the work place and/or steps the Employer should take to minimize or eliminate such threats. All costs of the psychiatric or psychological evaluation shall be paid by the Employer. Only the findings or recommendations regarding whether the employee poses a threat to others in the work place or steps the Employer should take to minimize or eliminate such threats, shall be provided to the Employer and the employee. MPES shall be informed if the

employee executes a written consent for release of medical information to MPES.

4. In the event that discipline is imposed, reference to such evaluation may be made in the record of disciplinary action placed in the employee's personnel file. In no event shall the findings be placed in the employee's personnel file. The Employer shall not release or make public the findings unless the employee files a grievance protesting the disciplinary action. In that event, the findings or recommendations may be introduced by the Employer in support of the disciplinary action. Findings and recommendations shall be retained in accordance with Article 7, Section M.

Article 6
LABOR-MANAGEMENT CONFERENCES

- A. The parties agree that meetings may be desirable for the purpose of discussing problems which may arise out of the operation of this Agreement and other issues of concern to either party.
- B. These meetings will not be used to circumvent the grievance procedure.
- C. Either party may request that a conference be scheduled. Such meetings shall be conducted at mutually agreed times and places.
- D. Administrative leave for unit members to attend such conferences will be provided only for that number of unit members mutually agreed upon between the Employer and the Union.
- E. Subject to the provisions of Article 2, Section C, any understandings or agreements arising out of any conference provided under this Article shall be reduced to writing.

Article 7
DISCIPLINARY PROCEDURE AND PERSONNEL FILES

- A. The Employer reserves the right to reprimand in writing, suspend, discharge or take other appropriate disciplinary/corrective action against a unit member for just cause.
- B. Allegations or other assertions of unacceptable unit member conduct, by supervisors or members of the public or other unit members, are not charges, but constitute a basis for investigation by the Employer.
- C. The Employer is solely responsible for conducting investigations into wrong-doing of unit members, and that such investigation is management's sole prerogative.
- D. A unit member is required to give prompt and accurate answers, to the extent possible, to any and all questions related to the issue under investigation put to him/her by the Employer.
- E. A unit member shall have the right to a Union representative only as provided in subsections 1 and 2 below. There shall be no other exceptions to this rule. It shall not be the policy of the Employer to take disciplinary action in the course of an investigation unless, in the Employer's judgment, an emergency suspension or removal from the premises is warranted.
 - 1. At any disciplinary conference as provided in this Article, the unit member shall be entitled to a designated Union representative.
 - 2. In any investigatory interview with a unit member who is the subject of an investigation, the unit member shall have the right to a designated Union representative.
- F. The parties recognize that supervisors periodically review work performance with unit members. Such discussions are not investigations and are the prerogative and responsibility of the Employer. A unit member shall not have the right to a designated Union representative during such performance review.
- G. Whenever a unit member is to be disciplined in accordance with the provisions of this Article, a disciplinary conference shall be scheduled, and the unit member shall be notified in writing of the claimed violation and the possibility that a disciplinary penalty may be imposed.
- H. At any disciplinary conference at which the unit member is entitled to Union representation, the representative must be notified and requested by the unit member. The representative shall be a Union staff employee or

designee. Scheduling of a disciplinary conference shall not be unnecessarily delayed due to the right of representation.

1. The unit member shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Except in accordance with Sections H.3. and I of this Article, a unit member shall be promptly scheduled for a disciplinary conference. The unit member shall have the right to make a written response to the results of the disciplinary conference which shall become a part of the unit member's personnel file.
 2. The unit member shall be given and shall sign for a copy of the written notice of charges and disciplinary action. The notice shall advise the unit member of the right of appeal. The unit member's signature indicates only that the unit member has received a copy and is aware of the contents of the notice, but shall not indicate the unit member's agreement with the contents. Notice shall be served personally on the unit member, or sent to the unit member by certified mail, return receipt requested. If the unit member has received and signed for a written letter of reprimand, no notice is required.
 3. In the case of a unit member dismissed for unauthorized absence, or who is physically unavailable (except for an approved leave of absence), a disciplinary conference need not be held; however, notice of disciplinary action shall be given as provided in paragraph H.2 above.
- I. Nothing in this Article shall prohibit the Employer from imposing an emergency disciplinary suspension and/or removal of a unit member from the premises for investigation or in cases where, in the judgment of the Employer, such action is warranted. As soon as practicable thereafter, investigation and the disciplinary conference procedures described herein shall be undertaken and completed. The Employer may suspend an employee for investigation. The suspension shall be superseded by disciplinary suspension, dismissal, or reinstatement within fourteen (14) calendar days. If the investigation is not completed at the end of fourteen (14) days, the suspension shall be extended with pay until the investigation and disciplinary conference procedures are completed. Should a subsequent disciplinary suspension result, the days of suspension for investigation may be included as part of the penalty.
 - J. A unit member may be immediately suspended for any conduct whether on or off the job which results in one or more of the following: a) An indictment by a grand jury, or b) Prosecution on any charge punishable by one year or more imprisonment, or c) Prosecution on any charge,

regardless of the punishment, that relates to theft, dishonesty or the performance of the unit member's official duties.

1. A unit member shall not be suspended upon issuance of a bench warrant for failure to obey an order of a court.
 2. A unit member who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service without the necessity of further charges being brought.
 3. The record from any trial or hearing may be introduced by the Employer in any grievance proceeding, including arbitration.
 4. A unit member whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing, and made whole if previously suspended in connection therewith, unless disciplinary charges, if not previously brought, are filed within three (3) work days of receipt of official notice at the Central Personnel Office of the results of the case, and appropriate action in accordance with this Agreement is taken against such unit member.
 5. Nothing provided herein shall prevent the Employer from disciplining a unit member for just cause at any time irrespective of criminal or civil actions taken against a unit member or irrespective of their outcome.
 6. Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this subsection, where the employee contends that the charge does not arise out of the job or is not related to the job.
- K. Dismissal shall be effective on the date of the notice. A unit member who is dismissed shall not accrue any further leave or benefits subsequent to the date of the notice.
- L. Where a decision is made to permit a unit member to resign in lieu of dismissal, the parties agree that the resignation and all matters related thereto shall not be subject to the grievance procedure.
- M. There shall be only one official personnel file maintained on each unit member. Under no circumstances will a unit member's medical file be contained in the official personnel file; however, records of personnel actions based upon medical information may be kept in the personnel file.
- N. A unit member shall be entitled to attach a written response to any written record of discipline or any written counseling record which is to be placed

in the permanent personnel file, provided such attachment is provided to the Appointing Authority Personnel Office within ten (10) days of the date of the written disciplinary/counseling record.

- O. Upon a unit member's written request, records of disciplinary actions issued subsequent to the execution of this Agreement shall be removed from the official personnel file twenty-four (24) months following the date on which the action was taken, provided that no new disciplinary action has occurred during such twenty-four (24) month period. Written reprimands and formal counseling memoranda/records shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimands and/or counseling memoranda/records have been issued during such twelve (12) month period.
- P. Paragraph O above shall not apply to records pertaining to unit member violations of the provisions of the Civil Service Rules and Regulations.

Article 8
EMPLOYEE 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 unit member and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be recorded in the unit member's personnel file. Informal counseling shall not be subject to the grievance procedure.

- B. Formal Counseling. When, in the judgment of the Employer, formal counseling is necessary, it may be conducted by the immediate supervisor. Formal counseling may include a review of applicable standards and policies, actions which are expected to be taken by the unit member to improve performance and/or conduct, and a reasonable time period established for correction and review.
 - 1. A narrative description of formal counseling will be prepared, on a record of counseling form, a copy of which shall be given to the unit member, and a copy kept in the unit member's personnel file.
 - 2. The unit member shall be required to sign for receipt of the record of counseling, but signature indicates only awareness of the existence of the record, not specific agreement with the contents.
 - 3. The unit member shall have no right to be represented during formal counseling.
 - 4. Formal counseling is not grievable beyond Step Two of the grievance procedure.

- C. There shall be no requirement that the use of either informal or formal counseling shall be a condition precedent to the Employer's use of disciplinary action.

Article 8
EMPLOYEE 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 unit member and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be recorded in the unit member's personnel file. Informal counseling shall not be subject to the grievance procedure.

- B. Formal Counseling. When, in the judgment of the Employer, formal counseling is necessary, it may be conducted by the immediate supervisor. Formal counseling may include a review of applicable standards and policies, actions which are expected to be taken by the unit member to improve performance and/or conduct, and a reasonable time period established for correction and review.
 - 1. A narrative description of formal counseling will be prepared, on a record of counseling form, a copy of which shall be given to the unit member, and a copy kept in the unit member's personnel file.
 - 2. The unit member shall be required to sign for receipt of the record of counseling, but signature indicates only awareness of the existence of the record, not specific agreement with the contents.
 - 3. The unit member shall have no right to be represented during formal counseling.
 - 4. Formal counseling is not grievable beyond Step Two of the grievance procedure.

- C. There shall be no requirement that the use of either informal or formal counseling shall be a condition precedent to the Employer's use of disciplinary action.

Article 9
GRIEVANCE PROCEDURE

- A. A grievance is a written complaint alleging a violation of a specific term or provision of this Agreement.
- B. Nothing in this Agreement shall prevent a unit member from informally discussing a problem with the immediate supervisor prior to the filing of a written grievance as provided by the terms of this Article. All written grievances must be filed within ten (10) days of the occurrence of the alleged violation, or within ten (10) days from the date the Grievant should have known of the alleged violation.
- C. Suspensions without pay and dismissal cases may be filed at Step Two of this Article.
- D. Step One: Immediate Supervisor. A unit member will file a written grievance with the immediate supervisor. Written grievances must be filed on a Scientific and Engineering Unit Grievance Form. If not serving as the Step One Official, the immediate Supervisor will provide the grievance to the Step One Official designated by the Employer. The Step One Official may establish a meeting with the Grievant and a Union representative, if requested by the Grievant, to discuss the matter. The immediate supervisor or other Step One Official will respond to the Grievant in writing within ten (10) days of receipt of the written grievance or within ten (10) days of the meeting with the Grievant if such meeting is held.
- E. Step Two: Department/Agency Personnel Office. If the matter is not resolved at Step One, the Grievant may appeal the grievance to Step Two of the procedure by filing an appeal from Step One to the Department/Agency Personnel Office within ten (10) days from the date of the Step One answer.
 - 1. Management may establish a meeting for the Grievant and a Union representative, if requested by the Grievant or the Union, within ten (10) days following receipt of the appeal at Step Two.
 - 2. Management will provide a written response to the Grievant within ten (10) days following receipt of the Step Two appeal, or within ten (10) days of a meeting with the Grievant, if such meeting is held.
 - 3. An initial service rating, reprimand, suspension or dismissal of an initial probationary employee (2,080 Hours) is not appealable beyond Step Two of the grievance procedure.
 - 4. An annual rating is not appealable beyond Step Two of the grievance procedure, unless the Annual Rating results in delaying reallocation of the employee's position.

F. Step Three: Arbitration.

1. Conventional Arbitration. If the matter is not resolved at Step Two, the Union may within ten (10) days of receipt of the Step Two answer, appeal the grievance to arbitration by filing written notice with the Office of the State Employer and the affected Department. Within 10 days of the receipt of the Union's notice the Office of the State Employer shall request arbitration in accordance with the procedures specified herein. The Office of the State Employer shall provide copies of the request for arbitration to the affected Department and the Union. Before the arbitration hearing, the Office of the State Employer may schedule a meeting with MPES and the Department to review the grievance. An effort shall be made in such discussions to arrive at a fair and equitable grievance settlement. Any settlement shall be confirmed in writing when agreed to by MPES and the Office of the State Employer

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

Samuel McCargo	1984	
Keith Groty	1984	
Richard Kanner	1984	<i>Retired (1998)</i>
Walter Nusbaum	1984	<i>Replaced by Glazer (1/86)</i>
Mark Glazer	1986	<i>Replaced by Sugerman (1/93)</i>
Donald Sugerman	1993	<i>Replaced by Barry Brown (1/96)</i>
Elliott Beitner	1984	
Joseph Girolamo	1984	<i>Replaced by Michael Long (1/01)</i>
Barry Brown	1996	
Michael Long	2001	
Kathryn VanDagens	2001	

b. The Arbitrators designated above shall serve on a rotating basis.

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

d. Each request for arbitration shall require that the Arbitrator schedule the hearing within sixty (60) days of receipt of the request for arbitration. By mutual written agreement, the parties may waive the sixty (60) day time limit. Upon receipt of notice

from the Arbitrator that the sixty (60) day time limit cannot be met, the Office of the State Employer shall send a second request for arbitration to the next Arbitrator on the list.

- e. The Arbitrator will conduct the hearing in accordance with the Rules of the American Arbitration Association (AAA), except as otherwise provided for in this Agreement. Expenses for the Arbitrator shall be borne equally by the parties; however, each party shall be responsible for the costs of its own representatives and witnesses. Any cancellation or rescheduling fees shall be the responsibility of the requesting party. In the event that both parties mutually request a cancellation or rescheduling, any associated costs shall be borne equally.
- f. The Arbitrator's authority will be confined to the specific written provisions of this Agreement. The Arbitrator shall have no authority to add to, subtract from, modify, ignore, or otherwise amend any term 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.
- g. Employees who can give relevant and material testimony, which is not duplicative, shall be subject to subpoena by the Arbitrator.
- h. Except as provided in the Civil Service Rules and Regulations, the Arbitrator's ruling will be binding on both parties.

2. Expedited Arbitration.

- a. An expedited arbitration system shall be used for all appeals to arbitration that involve the involuntary separation of an employee from state employment.
- b. All provisions of section G1, above, shall apply to expedited arbitration unless modified herein. The Arbitrator selected shall be requested to hear the case within 45 calendar days of being assigned the case. By mutual written agreement, the parties may waive the forty-five (45) day time limit. Upon receipt of notice from the Arbitrator that the forty-five (45) day time limit cannot be met, the Office of the State Employer shall send a second request for arbitration to the next Arbitrator on the list.
- c. Briefs, if any, shall be filed simultaneously by the parties within 14 calendar days of the last day of the arbitration hearing.

- d. The decision of the Arbitrator shall be rendered within 14 calendar days of the closing of the record. By mutual agreement, the Arbitrator may issue a bench decision.
 - e. Transcript costs, if any, shall be paid by the party requesting the transcript unless the parties agree to share the costs and have a copy prepared for each party by the reporter.
- G. In the event that management does not respond to a grievance within specified time limits, the grievance may be advanced to the next step. Failure of the Grievant or Union to comply with the specified time limits contained herein will automatically terminate the grievance and preclude further processing.
- H. Time limits may be extended only upon mutual written agreement of the parties. The parties may mutually agree to bypass any step of this procedure for the purpose of expediting the processing of any grievance.
- I. Only the Union may advance a grievance to arbitration. No individual unit member or group of unit members shall have the right to advance any grievance to arbitration without the express authorization of the Union.
- J. There shall be no grievance filed which alleges a fact situation substantially similar to that alleged in any unfair labor practice charge filed by the Union against the Employer.
- K. Exclusive Procedure. The grievance procedure contained herein shall be exclusive and shall replace any other grievance procedure for the adjustment of any disputes arising out of the administration of this Agreement 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
- L. Prohibition of "Self-Help". Unit members will fully and faithfully perform the responsibilities of their position while pursuing redress of grievances, shall comply with all supervisory/administrative orders and/or instructions, and shall have no right to resort to "self-help" in lieu of filing and processing a grievance. The only exception to this provision shall be circumstances where compliance with a supervisory or other administrative instruction, direction, or order would, based on clearly objective criteria, immediately endanger the unit member's health or physical safety, or where compliance would require the commission of immoral conduct or the violation of any statute.
- M. Grievance Preparation Time. Whenever possible, the Grievant and Union representative shall utilize non-work time to consult and prepare. Where

such arrangement cannot be made, the Grievant and one (1) designated Union representative may utilize up to one-half (1/2) hour without loss of pay, for consultation and preparation immediately prior to any scheduled grievance meeting with management. Overtime is not authorized. The Employer is not obligated to compensate any unit member for grievance processing outside of their regularly scheduled work hours.

- N. Grievance Committee Leave Bank. The Employer agrees to establish an administrative leave bank of two hundred (200) hours per calendar year to be used by the MPES Grievance Committee. The Committee members shall be designated to the Office of the State Employer annually. The bank shall be used for working on the resolution of grievances. The Committee member must submit a written request to his/her supervisor at least two (2) weeks in advance. The request shall indicate the number of hours being requested. When such notice cannot be given, the release of the Committee member shall be contingent upon the operational needs of the Department, but shall not unreasonably be denied.
- O. Grievance Leave Time. Unit members who are required to participate in any grievance meeting with management, including arbitration, as Grievant or as required witnesses, shall be released from work without loss of pay for the period of time required to participate in such meeting, including travel time, during their regularly scheduled hours of employment. Upon completion of the unit member's participation in the meeting, he/she shall return to his/her work site and resume normal assigned duties
- P. Grievance Representation. Unit members shall be limited in their right to grievance representation during Steps One and Two to a Union staff employee or a designated representative who is also a unit member. This precludes the use of attorneys or any other individuals who do not satisfy the criteria contained herein. This shall not prevent the Union from retaining outside counsel or any other outside individual to represent a Grievant's claim in an arbitration hearing conducted pursuant to Step Three of the grievance procedure.

Article 10
UNION RIGHTS

- A. Intra-Agency Mail. The Union will have the right to use the State's intra-agency mail distribution services for legitimate union business. The Union agrees that the intra-agency mail service will not be used for other purposes. No partisan political literature nor materials defamatory to the Employer or the State of Michigan shall be mailed through the intra-agency mail system.
- B. Bulletin Boards. The Employer agrees to furnish space and install bulletin boards of mutually-agreed size, shape, and composition, for exclusive use of the Union.
1. The Union shall bear the full cost of purchasing the bulletin boards, and shall be responsible for their maintenance after installation.
 2. All posted materials shall be signed and dated by the Union Executive Director or designee, and shall relate only to the matters indicated below:
 - a. Union recreational/social affairs;
 - b. Union appointments;
 - c. Union election information;
 - d. Union meetings;
 - e. Rulings or policies of the Union
 - f. Committee reports;
 - g. Copies of official communications to the Employer;
 - h. Union newsletter;
 - i. Any other material authorized by the Employer or designee and the Executive Vice President of the Union or designee.
 3. No partisan political literature nor materials defamatory to the Employer or the State of Michigan shall be posted.
 4. The bulletin boards shall be maintained by the President, Executive Director, or designee of the Union, and shall be for the sole and exclusive use of the Union.
 5. The Employer will notify the Union of any posted materials which violate provisions of this Article. The Union will immediately cause such materials to be removed.

- C. Use of State Buildings. The Union shall have the right to use State buildings and conference rooms for union meetings, subject to prior approval of the agency involved. Union meetings on State premises shall be governed by the Employer's operational and security considerations and shall be confined to the approved locations
- D. Time Off for Union Business. Upon written request and with prior approval of Management, properly designated Union representatives shall be allowed time off without pay for legitimate Union business
- E. Annual Leave Buy-Back. A unit member may elect to use annual leave credits, deferred hours, or compensatory time, to conduct Union business. Only the unit member may purchase back from the State the total cost to the State of such credits subject to the following:
1. Unit members shall be permitted annual leave, deferred hours, or compensatory time for absence from work for Union activity up to a maximum of their accrued credits.
 2. The unit member may reimburse expended credits used in the previous calendar year by cash payment to the appropriate State authority.
 3. The parties agree that "buy back" will not take place more than four (4) times per year.
 4. The parties agree that the unit member's other benefits will not be adversely affected by the implementation of this Article.
 5. Use of annual leave credits, deferred hours, or compensatory time is subject to the same approval requirements as for any other use of such time.
- F. Administrative Leave. The Employer agrees to permit, pursuant to the following conditions, the use of Employer-paid time for the conduct of Union business and for certain training functions
1. Executive Officers, Directors and duly authorized Union members may collectively use administrative leave from an administrative leave bank to conduct Union business or attend Union training. This administrative leave bank shall be calculated on the basis of one hour per member of the bargaining unit on the payroll during the first full pay period of October in each year. 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 Union shall designate to the Employer in writing the names of its Executive Officers, Directors and duly authorized Union members entitled to utilize the hours in this

administrative leave bank. Administrative leave will be granted only in blocks of two (2) or more hours, not to exceed twenty-four (24) hours per employee in any pay period. The unit member and the immediate supervisor(s) will mutually agree on the scheduling of this time so as to minimize the disruption of work schedules. In addition, the Union will normally make a written request for release of the unit members seven (7) calendar days in advance. The Union will send the request to the Appointing Authority or designee and the Office of the State Employer. The request will include:

- a. Unit member name;
- b. Unit member department;
- c. Dates for release;
- d. Number of bank hours to be used and,
- e. Whether the leave is for Union business or training.

2. The Department may deny the request if operational needs preclude release. The Union may change the designation of the Executive Officers or Directors and duly authorized members by providing seven (7) days notice to the Office of State Employer.
- G. Stewards. The Union may designate up to twenty (20) stewards, with no more than 1% of the unit members in any department so designated. Subject to operational needs, stewards are entitled to use time off without loss of pay to represent unit members within their department during investigative interviews, disciplinary conferences, and grievance meetings with Management. Where no steward is authorized or designated within the department, or a steward from another department is located closer to the employee to be represented, the union may designate a steward from another department to represent the employee. The steward shall be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave.

The steward shall notify his/her supervisor in writing of the anticipated absence and, subject to approval, may leave his/her work to engage in employee representational activities authorized by this agreement. Such approval shall normally be granted and shall not unreasonably be denied. In the event that approval is not granted for the time requested by the steward, the Union, at its discretion, may either request an alternate Union representative or have the activity postponed and rescheduled.

The Union shall furnish to the Employer in writing the names of the designated stewards sixty (60) work days after the effective date of this agreement. Any changes or additions thereto shall be forwarded to the employer by the Union in writing as soon as such changes are made.

- G. Access to Union Representatives. Employees shall have reasonable access to a union representative to consult about the rights and obligations provided for in this agreement, but such access should be confined to the non-work time of the employee and the representative and, in any case, such discussions shall not be held in such a place or manner, or for a duration, so as to disrupt the operations of the Employer.
- H. Union Information Packet. The Employer agrees to furnish all new employees in the Scientific and Engineering Unit a packet of informational materials to be supplied to the Employer by the Union. The Employer retains the right to review the material supplied and to refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference or materials defamatory or detrimental to the Employer
- I. Presentation. During a planned orientation of new Bargaining Unit members, one Union representative and/or staff representative shall be given an opportunity to speak briefly about the Union and its rights and obligations as an exclusive representative. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or detrimental to the Employer shall be contained in the presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.
- J. The Union representative making the presentation shall be a designated Union representative at the work location premises at which the presentation is made.
- K. MIOSHA Inspection. Effective October 1, 1990, when the Michigan Department of Consumer & Industry Services (MIOSHA), or the United States Department of Labor (OSHA), inspects state facilities in which bargaining unit members are employed, a Union representative shall be released from work without loss of pay to accompany the inspector in those parts of the facility where bargaining unit members are employed. Release of the Union representative shall be consistent with the operational needs of the Employer
- L. Job Interviews. Union members are entitled to administrative leave and reasonable travel time for job interview(s) conducted within an employee's current department. Travel expenses are not authorized.

Article 11
SENIORITY

- A. Definition. Seniority shall be defined to mean a unit member's total number of continuous service hours in the state classified service. Hours paid in excess of eighty (80) in a biweekly pay period shall not be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay, or layoff. For transfers or layoff and recall, the definition of seniority shall not include military service time earned prior to appointment to the state classified service, or service in any excepted or exempted position as provided for in Civil Service Rules dated May 1983, Sections 2-1 and 2-2 in state government which preceded entry into the state classified service, or service granted in accordance with Civil Service Rule 2-16, Assumptions.
- B. Annual Leave. If a unit member leaves the state classified service and later is rehired, he/she shall accrue annual leave at the same rate as a new hire. However, once a rehired unit member has been in continuous pay status for five (5) years, all previous state classified service time shall be credited for annual leave accrual.
- C. Military Service Time or Time in Excepted or Exempted Positions. Up to five (5) years of military service hours and/or time spent in any position specified in Civil Service Commission rules dated May 1983 earned prior to entry into the state classified service shall be counted as continuous service hours for determining eligibility for annual leave accruals and longevity pay.
- D. Break in Service. A unit member's continuous service hours shall be broken and not bridged when the unit member leaves state classified employment for reasons other than layoff, suspension, lost time, or approved leave of absence. A unit member who leaves the state classified service because of layoff, suspension, lost time, or approved leave of absence shall have continuous service hours bridged for the time of such absence but only for a period of absence up to five (5) years. A break in service is any period of continuous absence, for one of the reasons cited in this paragraph, of more than five (5) years.
- E. Seniority Ties. Ties in seniority shall first be resolved by considering the total continuous service hours in the unit member's current class series. Ties which cannot be resolved on this basis shall be resolved by considering the total continuous service hours served at the current level. If ties still remain, they shall be resolved by totaling the last four (4) digits of the unit member's social security numbers, with the highest number indicating the greatest seniority.
- F. Seniority Lists. Seniority lists, utilizing the definition of seniority contained in paragraph A above, shall be prepared at the end of the first pay period

in October and at the end of the first pay period in April showing the continuous service hours of all unit members in a department on the payroll on the preparation date. An electronic copy of the seniority list shall be provided to the Union.

1. The list prepared in October shall be in effect from November 15 through May 14; the list prepared in April shall be in effect from May 15 through November 14.
 2. Each unit member's seniority for each of the six (6) months periods shall be that which is indicated on the appropriate list.
 3. Unit members shall notify the Appointing Authority of any error in such seniority list within ten (10) days of the date such list is made available for review by unit members. If no error is reported within the ten (10) days, the list will stand as prepared and shall thereupon become effective. Any error timely reported shall be corrected promptly.
 4. When a layoff is being implemented, the Appointing Authority shall update such seniority lists no more than six (6) weeks prior to the effective date of the layoff. The updated list shall be used to determine the layoff and bumping rights of unit members scheduled for layoff.
- G. Probationary Employees. Initial probationary unit members shall not be granted, and shall not exercise, any seniority rights. Upon successful completion of the initial probationary period (2,080 Hours), such unit members shall receive credit for the hours accumulated during the probationary period.
- H. MDOT Civil Engineer and Construction Tech Co-op. After three consecutive years of service in a Scientific and Engineering Bargaining Unit position within MDOT, a unit member who had previous employment in the MDOT Civil Engineer and Construction Technician Co-op Program, shall have that time credited as continuous service hours for purposes of longevity and annual leave accruals only. The employee must have been classified as a Construction Aide and must self-identify within 90 days of CSC approval of this Agreement or within 90 days of meeting the three year eligibility requirement.
- I. Superseniority. Superseniority protection from layoff and bumping shall be granted for a total of thirty (30) unit members who must be members of either the Union's elected Executive Officers, the negotiating team or stewards duly designated by the Union. In no event shall more than five (5) unit members in any one Department be granted superseniority.

1. Under no circumstances shall a steward, Executive Officer or negotiating team member be entitled to layoff protection unless MPES has provided the departmental Employer with written notice of super seniority status at least thirty (30) days prior to the issuance of a layoff notice.
2. Such superseniority protection shall exist only while the affected unit member actually holds such office.

Article 12
LAYOFF AND RECALL

- A. The Union recognizes the exclusive right of the Employer to lay off Bargaining Unit members for such reasons as lack of funds, lack of work, administrative efficiency, including the right to determine the positions to be abolished or to remain vacant, the extent, effective date and length of such layoffs.
1. An Executive Order reducing Departmental spending and/or wage and salary appropriations, shall be conclusive as to the Employer's right to layoff unit members.
 2. Instructions by the State Budget Director to Departments and Agencies to reduce spending in preparation for lapses of spending authorizations necessary to balance the state's budget shall be treated, for purposes of this Article and Agreement, as conclusive as to the Employer's right to layoff unit members.
 3. Nothing in this Article or Agreement shall preclude the parties from mutually agreeing to any other alternative(s) to indefinite layoffs of unit members. Paragraph P of this Article contains an alternative to indefinite layoff which may be invoked by the Employer.
 4. No Arbitrator may attach any conditions to the use of indefinite layoffs or options provided herein which are not expressly provided in the language of this Article.
- B. Definition. "Layoff from employment" shall be the term applied to a unit member who is out of a job by virtue of being laid off or bumped, and who has exhausted or has no bumping rights.
- C. Layoff, bumping and recall of unit members shall be exclusively governed by the procedures set forth in this Article and this Agreement. However, such procedures shall not apply to temporary layoffs, which shall be governed in accordance with the Section so entitled.
- D. Limited Term Employee. The expiration of a limited term appointment shall not be considered a layoff for purposes of this Article. A unit member with status acquired in a limited term appointment, and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department and in the same class as that from which the unit member was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a layoff list. This subsection shall not apply in the case of a continuing state unit member who accepted an appointment to a limited term position at any level; in this situation the employee may exercise employment preference at the end of the limited-term

appointment. Employment preference begins at the last classification level at which the employee achieved status in an indefinite appointment before accepting the limited-term appointment. Employment preference may be exercised only within the principal department or autonomous agency that appointed the employee to the limited term appointment.

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

- E. Notice to MPES. The Employer will, when indefinite or temporary layoffs are being planned, inform the Union as soon as practicable and, upon written request, discuss the impact of such layoff on unit members.
1. The Employer shall furnish the Union written notice of the name, class title, current assignment location, and seniority of unit members holding positions scheduled for abolishment.
 2. It is recognized that unit member choices and ultimate bumping rights preclude the Employer from providing information beyond what is required herein.
- F. List to MPES. When layoffs and bumping are completed the Union shall be entitled to request and receive a completed list of bumps and layoffs from employment.
- G. Voluntary Layoffs. When the Employer elects to reduce the work force, unit members within the affected classifications and layoff unit may request, in writing, preferential and layoff out of line seniority. Such voluntary layoff shall be for at least ninety (90) days. After this period, the laid-off unit member's name shall be placed on recall lists in accordance with the provisions of this Article.
- H. General Layoff Provisions. The Employer, in its sole discretion, shall determine those positions which are to be abolished or remain vacant. Layoff units and bumping procedures shall be defined for all bargaining unit positions within a Department/Agency as described in this Article
1. Definition. Seniority for purposes of layoff, bumping, and recall shall be as defined in Article 11, paragraph A.
 2. Excluded Employees. Excluded managerial, supervisory, confidential and eligible non-exclusively represented employees as defined by the Civil Service Rules and Regulations shall be permitted to bump back into the Bargaining Unit under procedures outlined in this Article. Seniority of excluded managerial, supervisory, confidential and eligible non-exclusively represented

employees for purposes of bumping into the Bargaining Unit shall be computed as follows:

- a. For bumping purposes, all excluded managerial, supervisory, confidential and eligible non-exclusively represented employees who moved from the rank and file of this Bargaining Unit to an excluded managerial, supervisory, confidential and eligible non-exclusively represented position prior to November 4, 1982 shall retain all continuous service hours for purposes of seniority earned up to November 4, 1982 plus not more than one thousand forty (1040) hours earned in such excluded managerial, supervisory, confidential and eligible non-exclusively represented position subsequent to November 4, 1982.
- b. For bumping purposes, all excluded managerial, supervisory, confidential and eligible non-exclusively represented employees who move from the rank and file of this Bargaining Unit to an excluded managerial, supervisory, confidential and eligible non-exclusively represented position after November 4, 1982 shall retain all continuous service hours for purposes of seniority earned up to the effective date of such appointment and thereafter up to 1040 hours earned in such excluded managerial, supervisory, confidential and eligible non-exclusively represented position.
- c. The seniority of excluded managerial, supervisory, confidential and eligible non-exclusively represented employees for purposes of bumping into the Bargaining Unit shall be the total continuous service hours as defined in Article 11, Section A, regardless of the rank and file position in which the hours were accrued. An additional one thousand forty (1040) hours earned in the excluded managerial, supervisory, confidential and eligible non-exclusively represented position shall also be added to the seniority hours in accordance with Section H.2.a. or H.2.b. of this Article, whichever is applicable.
- d. Seniority of unit members who have earned time in an excluded managerial, supervisory, confidential and eligible non-exclusively represented position but are in the Bargaining Unit at the time of layoff shall be their total continuous service hours as defined in Article 11, Section A.

- e. Excluded managerial, supervisory, confidential and eligible non-exclusively represented employees who have bumping rights into the Bargaining Unit shall exercise bumping rights in the same manner as unit members. Specifically, an excluded managerial, supervisory, confidential and eligible non-exclusively represented employee shall be permitted to bump to a lower level in a class series if such employee has attained Civil Service status in a higher level in that class series.
 - f. Excluded managerial, supervisory, confidential and eligible non-exclusively represented employees who bump into the Bargaining Unit, are subsequently promoted to an excluded managerial, supervisory, confidential and eligible non-exclusively represented position and then are again affected by a reduction in force which will result in their bumping back into the Bargaining Unit shall have their seniority calculated as the total continuous service hours up to the most recent date such excluded managerial, supervisory, confidential and eligible non-exclusively represented employee moved to the excluded managerial, supervisory, confidential and eligible non-exclusively represented position plus not more than one thousand forty (1040) hours earned in the most recent appointment to such excluded managerial, supervisory, confidential and eligible non-exclusively represented position.
3. Out of Line Seniority. The Employer may lay off and recall out-of-line seniority (1) because of Department of Civil Service approved Selective Certification or (2) to maintain a Department/Agency affirmative action program which is currently in effect and approved by the Employer in accordance with directives or orders of the Governor, is in accordance with applicable law, and has been approved in advance by the state personnel director
 4. Under no circumstances will unit members have bumping rights into any other bargaining unit unless specifically so provided by a reciprocal agreement with the exclusive representative. There shall be no bumping into the MPES unit except as provided herein.
 5. The Employer will make reasonable efforts to fill Bargaining Unit vacancies by recalling laid off unit members before hiring new state employees. The Employer may consider qualified laid off unit members for vacancies which the Employer intends to fill.
 6. The Employer shall make every effort to consider qualified laid-off unit members for vacancies which the Employer intends to fill.

The Employer agrees to work with the Department of Civil Service to insure that every unit member who is laid-off without a position shall have the opportunity to be considered for any vacant positions for which the unit member can meet Civil Service certification requirements subject to the following provisions:

- a. Such unit member must be fully capable of functioning in that position after completing 1,040 hours in that position.
- b. Such unit member must be willing to accept an appointment at the available location.

This procedure shall only be utilized in those cases where there are no recall lists for a particular class and level.

- I. Layoff and Bumping Procedure. When the Employer determines there is to be a layoff, the Employer shall first identify those positions within a Layoff Unit which are to be abolished or remain vacant.
 1. Definition of Least Senior. For purposes of this Article, the least senior position is defined as either a vacant position which the Employer intends to fill; or in the absence of such vacancy, the position occupied by the least senior unit member.
 2. Notice to Employees. Unit members occupying positions to be abolished shall be given written notice of layoff not less than ten (10) days prior to the effective date of layoff. Unit members who may be bumped as a result of the position abolishment may also be noticed. The unit member noticed for layoff shall, within five (5) days of receipt of notification, inform the Departmental/Agency Employer in writing of his/her irrevocable decision to accept layoff or exercise bumping rights in accordance with Sections I.3.-5. of this Article. The Departmental/Agency Employer shall thereafter complete the bumping process.
 3. Departmental Layoff Units
 - a. Department of Agriculture: One of the seven geographical areas established by the Department as of October 1, 1981. [See Appendix F]
 - b. Department of Community Health: Agency except for Central Office Agency which shall be one layoff unit, and shall have

layoff subunits of the upper peninsula laboratory; and the Martin Luther King Boulevard complex laboratory; and, corrections/mental health services agency, which shall be by the following Worksites: Huron Valley Center, Ionia Clinical Complex, Jackson Clinical Complex, and Southeast Clinical Complex.

- c. Department of Consumer & Industry Services: (Delegated to Secondary Negotiations)
- d. Department of Corrections:
 - (1) Corrections Facility Administration - All buildings of an institution which constitute a facility.
 - (2) Field Operations Administration - All buildings within a county.
- e. Department of Environmental Quality: District (See Appendix F)
- f. Family Independence Agency: County
- g. MSHDA-Michigan State Housing Development Authority: Statewide
- h. Department of Management and Budget: County except that Ingham and Eaton Counties shall be one Layoff Unit.
- i. Department of Military Affairs:
 - (1) Zone 1 - Area of the state north of a line between Bay City and Shelby (M-20) to include the Upper Peninsula.
 - (2) Zone 2 - Area of the state south of a line between Bay City and Shelby (M-20).
- j. Department of Natural Resources: District (See Appendix F)
- k. Department of State: By county by organizational unit as follows:
 - (1) Office of the Secretary of State
 - (2) Office of Hearings and Legislation
 - (3) Office of Driver and Vehicle Administration
 - (4) Bureau of Automotive Regulation
 - (5) Bureau of Department Services
 - (6) Bureau of State Services
- l. Department of State Police: County, except for Ingham and Eaton counties shall be one Layoff Unit, and the combined

Wayne, Oakland and Macomb Counties shall be one Layoff Unit.

m. Department of Transportation:

- (1) Subunit - A division within a bureau within a layoff unit.
- (2) Layoff Unit - Region, except for Lansing which includes the Secondary Complex and the Bureau of Aeronautics which shall be one layoff unit.

n. Department of Treasury: Statewide

7. General Conditions. The following general conditions shall apply to layoffs in all Departments/Agencies of the Employer:

- a. Unit members exercising bumping rights must meet the requirements of Section H.3.
- b. Unit members shall be permitted to bump only within their same employment type (i.e., full-timers bump only less senior full-timers; part-timers bump only less senior part-timers; permanent-intermittent bump only less senior permanent-intermittent; etc.) unless specifically provided for otherwise.
- c. Level is defined as the position comparison equivalent level as determined by the Department of Civil Service.
- d. A unit member who has exhausted all his/her bumping rights and does not have sufficient seniority to retain a position, shall be laid off.
- e. The provisions for bumping shall not permit a unit member to bump to a higher level.
- f. As a result of bumping downward a unit member shall not earn more than the maximum rate of the lower class bumped into or more than the rate previously earned in a higher class from which the unit member bumped. When a unit member bumps downward, he/she shall be paid at the step in the lower pay range which is the nearest to his/her previous pay without a pay increase.
- g. For purposes of Article 12, a unit member shall be considered to be qualified if he/she has completed the initial probationary period (2,080 hours) and 1040 hours in a class and level; and will be deemed qualified for lower levels within the same class series except as provided by Article 12. In addition, a unit member who has served satisfactorily in another class shall be considered qualified in that previous class and level as well as successively lower levels in that class series.

- h. Positions in a class series which contain automatic level changes shall be considered to be in the same class and level.
8. Bumping Sequence by Department: These provisions shall apply to all unit members in all Departments. A unit member shall have the right to bump into a former class series in a layoff unit at or below any level in which the unit member had satisfactorily completed 1040 hours. The unit member may exercise this right if he/she cannot bump down into a least senior position in the current class series or if, when bumping into a former class series he/she would receive a higher rate of pay than he/she would receive if such rights were not exercised. If a bump to a former class series within the layoff unit is not possible, a unit member shall be able to exercise such right statewide in those departments where statewide bumping is an option in accordance with the bumping sequences specified in this Section 3.
- a. Department of Agriculture:
 - (1) A unit member shall bump into the least senior position in his/her current class-level within the layoff unit.
 - (2) If (1) is unavailable, a unit member shall have the option of bumping to the least senior position within his/her current class and level statewide or bumping into the least senior position at successively lower levels within his/her current class series within the layoff unit.
 - (3) If (1) and (2) are unavailable, a unit member shall bump to the least senior position at successively lower levels within his/her current class series statewide.
 - b. Department of Community Health:
 - (1) A unit member shall bump to the least senior position in his/her current class/level within the layoff unit.
 - (i) Unit members in the central office layoff unit shall bump into the least senior position in his/her current class and level within the subunit.
 - (ii) If (i) is unavailable, a unit member within the central office layoff unit shall bump into the least senior position at successively lower levels within his/her current class series within the layoff subunit.
 - (iii) If (ii) is unavailable, a unit member within the central office layoff unit shall have the option of bumping into the least senior position within his/her current class and level in the other layoff subunit.
 - (iv) If (iii) is unavailable, a unit member within the central office layoff unit, shall bump into the least senior

position, within his/her current class series at successively lower levels in the other layoff subunit.

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

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

c. Department of Consumer & Industry Services (excluding MSHDA):

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

Permanent full time

Permanent less than full time

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

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

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

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

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

d. Department of Corrections:

- (1) Unit members shall bump into the least senior position in his/her current class and level within the layoff unit.
- (2) If (1) is unavailable, a unit member shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (3) If (2) is unavailable, a unit member shall bump into the least senior position in his/her current class and level, and thereafter, successively lower levels statewide.

e. Department of Environmental Quality:

- (1) For purposes of this section, employment types shall be:
 - (i) permanent full time
 - (ii) permanent less than full time
- (2) Geographic bumping tiers for unit members in the DEQ shall occur in the following successive order:
 - district-wide
 - region-wide
 - state-wide

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

Region 1 - Marquette District

Region 2 - Cadillac, Saginaw Bay Districts

Region 3 - Grand Rapids, Plainwell, Shiawassee, Southeast Michigan, Jackson Districts.

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

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

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

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

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

f. Family Independence Agency

- (1) Unit members shall bump into the least senior position in his/her current class and level within the layoff unit.
- (2) If (1) is unavailable, a unit member shall bump into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (3) If (2) is unavailable, a unit member shall bump into the least senior position in his/her current class and level, and thereafter, successively lower levels statewide.

g. MSHDA:

- (1) A unit member shall bump into the least senior position in his/her current class and level statewide.

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

h. Department of Management and Budget:

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

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

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

i. Department of Military Affairs:

(1) A unit member shall bump to the least senior position in his/her current class/level within the layoff unit.

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

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

j. Department of Natural Resources: [see Appendix F]

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

a. permanent full time

b. permanent less than full time

(2) Geographic bumping tiers for unit members in the DNR shall occur in the following successive order:

a. district-wide

b. region-wide

c. state-wide

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

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

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

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

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

k. Department of State:

- (1) A unit member shall bump into the least senior position in his/her current class-level within the layoff unit.
- (2) If (1) is unavailable, a unit member shall have the option of bumping to the least senior position within his/her current class and level statewide or bumping into the least senior position at successively lower levels within his/her current class series within the layoff unit.
- (3) If (1) and (2) are unavailable, a unit member shall bump to the least senior position at successively lower levels within his/her current class series statewide.

l. Department of State Police:

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

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

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

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

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

m. Department of Transportation:

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

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

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

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

n. Department of Treasury:

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

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

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

1. The Primary Class is the class and level from which a unit member is initially laid off or bumped.
2. The Secondary Class is a class and level in the Bargaining Unit, other than the primary class, in which the unit member has achieved Civil Service status or has satisfactorily completed the required probationary period (2,080 hours), and any lower level class in that class series.
3. A Layoff Unit Recall List is a list of each layoff unit, by class and level, of each unit member who has been laid off or bumped from a position in that Layoff Unit, and for which he/she is eligible under subsections 1 and 2 hereinabove, and has requested recall to such class and level.
4. A Departmental Recall List is a list by class and level, and by Layoff Unit of each unit member who has been laid off or bumped from a position in that Department, and for which he/she is eligible under subsections 1 and 2 hereinabove and has requested recall to such class, level, and layoff unit.
5. A Statewide Recall List is a list by class and level, and by county of each unit member who has been laid off or bumped from a position in the state classified service, and for which he/she is both eligible under subsections 1 and 2 hereinabove and has requested recall to such class, level, and county.

K. Construction of Lists.

1. Primary Class. Each unit member who is laid off from state employment, or who bumps to a lower level within his/her class series, or to a former class series, shall have the right to have his/her name placed upon the Layoff Unit Recall List for the class and level from which he/she has been laid off or bumped (Primary Class). [See Appendix E for Recall Request Forms.]
2. Secondary Class. In addition, such unit member shall have the right, upon written request to his/her Appointing Authority, to have his/her name placed upon the Layoff Unit Recall List for a Secondary Class, if eligible.
3. Departmental Recall List. Such unit member shall also have the right, upon written request as above, to have his/her name placed on the Departmental Recall List for the Primary and Secondary Classes for which he/she is eligible, for each Layoff Unit in the Department at which he/she will accept recall.
4. Statewide Recall List. Such unit member upon written request to his/her Appointing Authority as provided above, shall have the right to have his/her name placed on the Statewide Recall List for the Primary

and Secondary Class for which he/she is eligible, for each county to which recall would be accepted.

5. Addition/Deletion. A unit member may add or delete his/her name from any Recall List without penalty at any time prior to being recalled, by giving written notice of such request to his/her Appointing Authority. Similarly, without penalty, a unit member may also add or delete a Layoff Unit or county to which he/she had requested recall prior to being recalled.
- L. Recall from Layoff. The provisions of this Section shall be applied subject to the exceptions listed in Section H(3) above of this Article. Notice of recall shall be sent to the unit member at his/her last known address by registered or certified mail.
1. When the Employer intends to fill a vacancy by recall, the Employer shall recall the most senior unit member who is on the Layoff Unit Recall List for such classification and level.
 2. If no unit member is on such layoff unit recall list, the Employer shall recall the most senior unit member from the Departmental Recall List for the class and level who has designated the Layoff Unit in which the vacancy exists as one to which he/she will accept recall.
 3. If no unit member is on such Departmental Recall List, the Employer shall recall one (1) of the three (3) most senior unit members from the Statewide Recall List for the class and level who have designated the county in which the vacancy exists as one to which he/she will accept recall.
 4. The unit member's right to recall shall exist for a period of up to five (5) years from the date of layoff.
- M. Removal of Name From Recall Lists. If a unit member fails to respond within ten (10) calendar days from the date of mailing of the recall notice his/her name shall be removed from recall lists. In addition, his/her name shall be removed from recall lists as provided below:
1. A unit member who refuses recall to employment in his/her Layoff Unit in his/her Primary Class shall be removed from all recall lists as a voluntary resignation.
 2. A unit member who accepts recall to employment in his/her Layoff Unit and his/her Primary Class shall be removed from all recall lists.
 3. A unit member who refuses or accepts recall to a Secondary Class on the Layoff Unit recall list shall be removed from all lists for such Secondary Class.

4. A unit member who refuses or accepts recall to a Primary or Secondary Class on a Departmental Recall List shall be removed from the list(s) for such class except at the Layoff Unit from which he/she was laid off.
 5. A unit member who refuses or accepts recall to a Primary or Secondary Class on a Statewide Recall List shall be removed from such list.
 6. In the event a recall notice as provided in Section L above is returned to the Employer as not received or as refused by the unit member, that unit member shall be deemed to have refused to accept recall.
 7. A unit member who failed to respond to a recall notice and who subsequently was removed from recall lists, may, within thirty (30) calendar days of such removal, request reinstatement on all appropriate recall lists in writing. After establishment of valid reasons for the failure to respond, the unit member shall be reinstated on all appropriate recall lists, but shall have only future recall rights.
- N. Temporary Recall. In accordance with the provisions of this Article, unit members may designate agreement in writing to be recalled by Department/Agency Layoff Unit on a temporary basis when laid off. Temporary recall shall also be on the basis of seniority. A unit member who fails or refuses to accept temporary recall to a layoff unit previously designated shall be removed from that list. Removal from a Temporary Recall List shall be effected when a unit member refuses temporary recall, but shall not affect the unit member's place on a Permanent Recall List.
- O. Layoff and Recall Information to MPES. The departmental Employer agrees to provide copies of relevant portions of seniority lists which the Employer uses to complete the layoff process. The departmental Employer further agrees to provide to MPES, upon written request, copies of any recall list(s) which were used to recall unit members.
- P. Temporary Layoffs. Application of temporary layoffs. Temporary layoff may be invoked by the Employer under paragraph A above.
1. Application
 - a. Temporary layoff shall not exceed six (6) days per fiscal year.
 - b. Unit members shall be laid off by inverse seniority order within the affected layoff unit(s) or; in a circumstance where not all work sites in a layoff unit are involved, by inverse seniority order within the work site; however, where the Employer determines to temporarily lay off all of the unit members in a Layoff Unit, it may do so provided that:

- (1) The cumulative period does not exceed six (6) days per Fiscal Year; and
 - (2) All unit members in the Layoff Unit shall be laid off in approximately equal numbers for an equal number of days.
 - c. **Waiver.** A unit member 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 or be recalled to any position other than the one from which the unit member was temporarily laid off. The maximum advance notice possible under the circumstances shall be provided.
 - d. The Employer will continue to pay its share of the premium for group insurance programs for any unit member placed on temporary layoff, provided the unit member prepays his/her share of the premium. Accumulated annual leave and sick leave balances will be frozen during the period of the temporary layoff.
2. **Seniority.** An employee who is temporarily laid off pursuant to this Section will not lose continuous service hours for purposes of seniority and fringe benefit accrual. A temporarily laid off employee will not be paid.
 3. **Notice Requirements.** The parties agree that notwithstanding the notice requirements contained in Article 12, the temporary layoff notice requirements are as follows:
 - a. **Notice to MPES.** The Employer will give the Union at least (14) calendar days written notice of the date or dates on which the Employer plans to implement temporary layoffs of all or some bargaining unit employees.
 - b. **Notice to Employees.** The Department or Agency will give written notice to the employees to be laid off at least fourteen (14) calendar days before the first day of layoff. The Department or Agency will give the Union concurrent notice of employee names and, to the extent feasible, work location.
 - c. **Exempted Work Location Notice.** If a work location is completely exempted from temporary layoff, the Department or Agency will post a notice so stating at least seven (7) calendar days before the first day of layoff.

Q. **Benefit Continuation During Layoff**

1. Unit members laid off as a result of a reduction in force may elect to prepay their share of premiums for medical, dental, vision and life insurance for two (2) additional pay periods after layoff by having such premiums deducted from their final pay checks. The State will pay the state's share of the premium for medical, dental, vision and life insurance for these two (2) pay periods for unit members

electing this option. Election of this option shall not affect the laid off unit member's eligibility for health and life insurance coverage for twelve (12) months subsequent to layoff by directly paying the entire premium, as per current practice for the remaining eleven (11) months of the one (1) year period.

2. Unit members who are laid off, at the time of layoff, may elect to continue enrollment in the Group Basic and Major Medical Plan (or alternative plan) by paying the full amount (100%) of the premium. Such enrollment may continue until the unit member is recalled or for a period of three (3) years, whichever occurs first. Such unit members 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 unit member is recalled or for a period of eighteen (18) months, whichever occurs first. In accordance with paragraph 1 of this Section, the Employer shall pay the Employer's share of such premiums for two (2) pay periods for unit members selecting these options.

R. Annual Leave

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

Article 13
TRANSFER

A. Definitions

1. Transfer. A change of assignment of a unit member at the unit member's request or initiative.
2. Assignment. The particular position at or from a particular work location (or work site) as determined by the Employer.
3. Reassignment. A permanent change of a unit member's assignment made by the Appointing Authority at the Appointing Authority's initiative.
4. Vacancy. A permanent position which the Appointing Authority is seeking to fill. A position from which a unit member has been laid off is not a vacancy.

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

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

1. Transfer List. Unit members shall be entitled to have their names placed on the vacancy transfer list by notifying the Personnel Office in writing during the months of May and November. All such requests must be made in accordance with departmental procedures. The list compiled as a result of the requests received in May shall become effective on July 1 and remain in effect through December 31. The list compiled as a result of the requests received in November shall become effective on January 1 and remain in effect through June 30.
2. Transfer lists shall be maintained by county or division within a county, if applicable. Unit members may make themselves available for transfer to up to five (5) counties. If a unit member declines a transfer to a county which he/she has requested after being interviewed for a position, the Appointing Authority may remove such unit member from the transfer list for that county. A unit member may at any time remove his/her name from a transfer list by written notice to the Appointing Authority.

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

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

4. Exceptions. The Employer shall not be required to consider any of the following employees for transfer from a transfer list:
 - a. An initial or continuing probationary employee;
 - b. An employee with a less than satisfactory interim rating in effect;
 - c. An employee who has transferred from a transfer list within the last 6 months.
5. Hardship Transfers. Hardship transfers to another county may be granted, if certified by MPES, if a legitimate hardship exists and if the transfer would not impair the operational effectiveness of the Department. For purposes of this Section, hardship means the health condition of the employee or a member of employee's immediate family, as defined in Article 22-b.1., requiring the employee's presence in another county for an extended period of time. There must be an existing vacancy which the Department intends to fill to which the employee is being transferred. Relocation expenses are not paid for hardship transfers.

All hardship transfer requests shall be in writing and set forth the circumstances of the request. MPES agrees that approval or

disapproval of hardship requests shall not be grievable beyond Step Two of the grievance procedure.

6. The Appointing Authority shall not pay relocation expenses when the Appointing Authority fills the vacancy from the transfer list.
 7. The provisions of this Section shall apply only to transfers between positions at the unit member's current class and level and positions within the unit member's current Department.
- D. Reassignments to Avoid Layoffs. If the Employer plans to reassign Bargaining Unit members to avoid the necessity of layoffs, at least ten days prior to any such reassignments, the Employer shall publish a list of positions within the affected division(s) into which employees will be reassigned for the review of the affected employees. A copy of the list will be sent to MPES within three days of publication. Interested affected Bargaining Unit members in the affected division shall have five days to submit their names for consideration. The Employer will take any responses into consideration if such reassignments take place.

Article 14
NON-DISCRIMINATION

- A. The Employer agrees to continue its policy of opposing all forms of illegal discrimination based on race, color, national origin, sex, age, height, weight, marital status, religion, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.
- B. The Union agrees to continue its policy of admitting all unit members otherwise eligible for membership and to represent all members without regard to race, color, national origin, sex, age, height, weight, marital status, religion, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.
- C. There shall be no discrimination, interference, restraint, or coercion by the Union against any unit member because of membership or non-membership in, the payment or non-payment of any monies to, or the participation or non-participation in the activities of, the Union, or because of any activity permissible under either the Civil Service Rules and Regulations or this Agreement.

Article 15
EDUCATION AND PROFESSIONAL DEVELOPMENT

- A. Purpose. To establish procedures for reimbursement of unit members for the costs associated with continuing education through voluntary participation in job related courses.
- B. Application. The provisions of this Article shall apply to all unit members on a first come, first served basis in accordance with the terms specified herein
- C. Funds. The provisions of this Article shall be subject to the availability of departmental funds. Upon request, the Union shall be entitled to receive information regarding specific departmental tuition reimbursement programs/policies. In addition to receiving such written information, the Union may request a labor-management meeting with the Appointing Authority's designated representative(s) to review such materials.
- D. Requirements and Procedures.
 - 1. Full-time employees are eligible to apply for reimbursement if they have attained status, worked in a permanent position with the Department for at least six (6) months and are in satisfactory performance standing prior to the course starting date. Applicants must maintain assignment to a permanent position and be on the payroll at the completion of the course in order to qualify for reimbursement.
 - 2. Application for reimbursement shall directly relate to the improvement, change, or college degree in a field of work which is job related or in preparation for a potential promotion which benefits the Department.
 - 3. Accredited schools, institutes, academies, community colleges, colleges, and universities shall be considered as approved educational centers. Correspondence schools and "mail order" institutions will not be considered acceptable institutions for purposes of reimbursement.
 - 4. Partial (50%) reimbursement may be provided for accredited job-related courses properly pre-authorized for reimbursement upon receipt of written verification of successful course completion with a minimum grade of C or its equivalent. Such reimbursement shall be applicable to expenditures for tuition, books and lab fees. Verification of successful course completion shall be an authentic copy of the grade report. Such verification must be submitted within thirty (30) days of completion of the course. Incomplete courses

and/or deferred grades will not qualify for reimbursements for tuition, books or lab fees.

5. No reimbursement will be made for travel, meals, lodging, or other miscellaneous fees or expenses.
6. No unit member shall receive reimbursement for more than two (2) courses in any one (1) semester or term.
7. For unit members receiving tuition payments, stipends or education grants from any other government agency or government source or from any scholarship source, reimbursement under this Article will be limited to that portion of the tuition which exceeds the amount of such payments, stipends or grants. Prior to receipt of any reimbursement under this article, employees are required to disclose to the employer reimbursement from all sources of funding for costs associated with the same course, regardless of when payment is, or will be, received. The combination of payment from tuition reimbursement (Article 15-A) and the Professional Development Fund (Article 15-B) shall not exceed 100% of the costs associated with the course.

E. Educational Release Time.

1. Unit member initiated educational release time may be granted by the Appointing Authority for course attendance during the unit member's normal work hours subject to the following provisions:
 - a. The course is not otherwise available;
 - b. The course and unit member qualify under paragraph D;
 - c. The supervisor has determined that course attendance will not interfere unduly with work assignments and their timely and satisfactory completion;
 - d. Such release time must be authorized by the appropriate Bureau Director and Department Personnel Officer.
2. Development of Adjusted Work Schedule:
 - a. Estimated travel time must accompany course attendance time and be included in total educational release time requested;
 - b. Adjusted schedule must indicate how release time is to be made up:
 - (1) Schedule developed must provide for minimal interference with on-going work assignments.
 - (2) Schedule developed must ensure that make up time is scheduled in productively efficient segments.
 - (3) A complete eighty (80) hour pay period must be actually accounted for in each biweekly period.

(4) Schedule must be approved by immediate supervisor.

- c. The unit member will be responsible for all expenses and course attendance time, inclusive of travel expenses and time, except as possibly reimbursed under paragraph D.
- d. Emergency work situations requiring the unit member's presence at work or court attendance requirements shall in all cases take precedence over class attendance.

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

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

Article 15 - B
PROFESSIONAL DEVELOPMENT FUND

- A. Amount. The amounts for the listed fiscal years are as follows:
1. Effective October 1, 2002, the Employer shall establish a Professional Development Fund in the amount of \$105,000 to be administered jointly by the Union and the Employer.
 2. Effective October 1, 2003, the Employer shall establish a Professional Development Fund in the amount of \$105,000 to be jointly administered by the Union and the Employer.
 3. Effective October 1, 2004, the Employer shall establish a Professional Development Fund in the amount of \$105,000 to be jointly administered by the Union and the Employer.
- B. Eligibility. The following conditions shall apply to eligibility for reimbursement from the fund.
1. The employee must have successfully completed his/her first 1,040 hours of state service and must be in satisfactory performance status prior to receiving approval from the fund.
 2. The employee shall notify the supervisor and request leave to attend the conference, training or seminar prior to the time that he/she requests MPES approval for reimbursement from the Professional Development Fund. Such leave requests shall not be unreasonably denied.
 3. Operational needs of the Employer may preclude leave approval. However, if such approval has been granted and the employee has expended funds in reliance upon the leave approval, and the leave approval is subsequently rescinded, the Department shall reimburse the employee for the amount the employee has expended.
 4. The Department is under no obligation to approve administrative leave.
 5. The employee will comply with all DMB requirements for filing reimbursement requests. Reimbursements from the PDF are subject to the provisions of the Standardized Travel Regulations, unless otherwise agreed by the Union and the Employer, and the Internal Revenue Code.
 6. Reimbursement from the tuition reimbursement program of the PDF is available only to employees who agree to continue employment with the State of Michigan for a minimum of one year after completion of the event being reimbursed.

7. Tuition reimbursement from the PDF shall not exceed 100% of the costs associated with the course when combined with tuition reimbursement under Article 15A.
8. Failure to comply with any of the provisions of the PDF may be cause for forfeiture of the employee's previous approval.

Article 16
PROFESSIONAL FEES AND SUBSCRIPTIONS

- A. If the Employer requires an employee to become a member of a professional organization or if the Employer requires an employee to subscribe to a professional journal, the Employer agrees to pay such fees, dues or subscriptions.
- B. Any such professional journals shall be sent to the employee at the employee's work address, shall be shared with employees at the work site and shall be considered the property of the Employer. In the event that the subscribing employee leaves his/her position, such subscription shall become the property of the Employer.
- C. If the Employer pays dues or fees for membership, such membership shall be considered to belong to the Employer and any benefit accruing therefrom shall be shared with employees at the work site. In the event that an employee for whom such membership was purchased terminates his/her employment at the work site, the Employer reserves the right to cancel such membership or transfer such membership to another employee.
- D. Unit members who maintain a license or professional certificate will be eligible for reimbursement of the attendant fees under the following conditions:
 - 1. The license or professional certificate is required by the state for continued state employment.
 - 2. The Appointing Authority has a specific written policy which prohibits the employee from engaging in outside employment (including self-employment for a fee) in activities requiring the possession of a license or professional certificate for which the state reimburses the employee.
 - 3. The Appointing Authority may reimburse qualified unit members upon documentation of the criteria specified in Sections A and B.
 - 4. Reimbursements shall be processed in accordance with Department of Management and Budget, Office of Accounting Procedures.

Article 17
TRAVEL EXPENSE REIMBURSEMENT

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

B. Reimbursement Rates - Effective January 1, 2002 (Rates Are Subject to Change)

1.	<u>Michigan Select Cities*</u>	<u>Maximum</u>
	a. <u>Meals And Lodging</u>	
	(1) Lodging (Actual Supported by Receipts) Taxes)	\$65.00 <i>(Plus</i>
	(2) Breakfast	\$ 8.75
	(3) Lunch	\$ 8.75
	(4) Dinner	\$21.00
2.	<u>In-state All OIn-state All OIn-state All Other</u>	
	<u>Maximum</u>	
	a. <u>Meals and Lodging</u>	
	(1) Lodging (Actual Supported by Receipts) Taxes)	\$65.00 <i>(Plus</i>
	(2) Breakfast	\$ 7.00
	(3) Lunch	\$ 7.25
	(4) Dinner	\$16.50
	b. <u>Per Diem System</u>	
	(1) Per Diem	\$76.25
	(2) Lodging (Actual Supported by Receipts)	\$45.50
	(3) Breakfast	\$ 7.00
	(4) Lunch	\$ 7.25
	(5) Dinner	\$16.50
	c. <u>Group Meetings</u>	
	(1) Lodging (Actual Supported by Receipts) Taxes)	\$65.00 <i>(Plus</i>
	(2) Breakfast	\$ 7.00
	(3) Lunch	\$10.25
	(4) Dinner	\$16.50

3. Out-of-state Select CitiesOut-of-state Select CitiesOut-of-state Select Cities*

a. Meals and Lodging

(1) Lodging (Actual Support by Receipts) Travel	***contact Spartan	
		for conf. #
(2) Breakfast		\$11.00
(3) Lunch		\$11.00
(4) Dinner		\$22.00

4. Out-of-state All OtherOut-of-state All OtherOut-of-state All Other

a. Meals and Lodging

(1) Lodging (Actual Support by Receipts) Travel	***contact Spartan	
		for conf. #
(2) Breakfast		\$ 8.50
(3) Lunch		\$ 8.75
(4) Dinner		\$20.50

b. Per Diem System

(1) Per Diem	\$83.25
(2) Lodging	\$45.50
(3) Breakfast	\$ 8.50
(4) Lunch	\$ 8.75
(5) Dinner	\$20.50

c. Meals on Trains

(1) Breakfast	Applicable Schedule for
(2) Lunch	In-state or Out-of-state
(3) Dinner	
(4) Sleeping Car	Actual Cost When
Certified Accommodations Available	No Roomette

d. Tips and Incidental Costs per Day \$ 2.00

5. Mileage Rates - Private CarMileage Rates - Private CarMileage Rates - Private Car

a. Approved Private Car Use Rate Current IRS

b. Employee Electing to Drive Private Car in Lieu of Available State Car

Mid-sized Car Rate \$.295 per

Mile

**See Appendix K for listing of Select Cities.*

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

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

In those situations where the Department has not secured the lodging, employees shall make a reasonable effort to secure lodging at the rates specified in this Agreement. However, if an employee has not been able to secure lodging at the specified rate, such an employee may request reimbursement for the actual amount. Departments shall not unreasonably deny such reimbursement requests nor shall Departments unreasonably delay processing the reimbursement.

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

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

Article 18
RELOCATION EXPENSE REIMBURSEMENT

- A. Involuntary Reassignment. Employees who meet all the criteria listed in paragraph A.1-3. shall be eligible for the relocation benefits provided in subsections B through G below. To be eligible for relocation expenses (in F & G below) the employee must actually move to a residence which is 25 miles closer to the new work location.
1. Satisfactorily completed his/her first 1,040 hours of state service;
 2. Have commenced their first work assignment and thereafter are involuntarily reassigned to a new work location more than twenty-five (25) miles away; and
 3. Agree to continue employment at the new work location for a minimum of one (1) calendar year after reassignment.
- B. Temporary Travel Expense. From the effective date of reassignment, the reassigned employee will be allowed meal and lodging expense reimbursement at rates in effect pursuant to Article 17, for up to sixty (60) calendar days at the new work location or until such time as the employee changes residence, whichever is less. In case of hardship in securing or occupying a new residence the Employer may, at its full discretion and as determined on an individual case by case basis, grant an extension of up to sixty (60) calendar days, but in no case shall the total period exceed one hundred eighty (180) days. Employees returning to their residence at the prior work location during the sixty (60) day period (or its extension) will be reimbursed for the lesser of:
1. The total of breakfast, lunch and dinner during those days; or
 2. Mileage charges for a personal car used in such commuting for the actual mileage between the points at the approved private car rate.
- C. Leave Time to Secure Housing. A reassigned employee and one (1) additional family member shall be allowed up to three (3) round trips to a new official work location for the purpose of securing housing. Travel, lodging and meals costs will be reimbursed up to a maximum of nine (9) days in accordance with the rates in effect pursuant to Article 17 of this Agreement.
- D. Leave Time for Moving. An eligible employee shall be allowed two (2) days off without loss of pay for completing the move. This Section shall not be construed to relieve the employee from any responsibility to report for work punctually and in a condition ready for work.
- E. Required Housing. Unit members who are moving into required housing will ordinarily not qualify for house hunting expenses or temporary living expenses at the new work station as outlined in subsections B and C

above. If there are extenuating circumstances which arise requiring these expenses, such expenses may be reimbursed upon approval of the Appointing Authority.

F. Moving of Household Goods.

1. The Employer will pay the transportation charges for normal household goods up to a maximum of fourteen thousand (14,000) pounds for a move. Charges for weight in excess of fourteen thousand (14,000) pounds must be paid directly to the mover by the employee.
 - a. Household Goods: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable food-stuffs subject to spoilage, building materials, fuel or other similar non-household good items.
 - b. Packing: The Employer will pay up to eight hundred dollars (\$800) for packing and/or unpacking breakables. In addition to the above packing allowances, the Employer will pay the following accessorial charges which are required to facilitate the move: appliance services; piano or organ handling charges; flight, elevator, or distance carrying charges; extra labor charges required to handle heavy items, e.g. pianos, organs, freezers, pool tables, etc. Arrangements for paying any additional packing requirements must be made and paid for by the employee only.
 - c. Insurance: The carrier will provide insurance against damage up to sixty cents (\$.60) per pound for the total weight of the shipment. The Employer will reimburse the employee for insurance costs not to exceed an additional sixty-five cents (\$.65) per pound of the total weight of the shipment.
 - d. Enroute Charges: Charges for stopping in transit to load or unload goods and the cost of additional mileage involved to effect a stop in transit shall be paid by the employee. Extra labor required to expedite a shipment at the request of the employee shall be paid by the employee.
 - e. Mobile Homes: The Employer will pay the actual reasonable cost for moving a mobile home if it is the employee's domicile, plus a maximum of five hundred dollars (\$500) allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the mobile home, removal or replacement of skirting and utility connections

will be paid by the Employer when accompanied by receipts. Actual moving costs include only the transportation cost, escort services when required by a governmental unit, special lighting permits, tolls and/or surcharges, but excludes moving of fuel tanks, out buildings, swing sets, etc., that are not secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by the negligence of the carrier, and to contents up to a value of five hundred dollars (\$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 mobile home i.e., tire, axles, bearings, lights, etc., are the responsibility of the employee.

2. Truck or Trailer. In lieu of a common carrier, the Employer will reimburse the employee for reasonable truck or trailer rental charges, tolls and required surcharges incurred by the employee where the employee moves himself/herself.
- G. Storage of Household Goods: The Employer will reimburse the employee for storage of household goods, as described in subsection F.1.a. above, for a period not in excess of sixty (60) days in connection with the reimbursable move, at either origin or destination, but only when housing is not readily available.

Article 19
HOURS OF WORK AND OVERTIME

- A. Biweekly Work Period. The work period is defined as eighty (80) hours of work normally performed on ten (10) week days within the fourteen (14) consecutive calendar days which coincide with biweekly pay periods.
- B. Work Day. The work day shall consist of twenty-four (24) consecutive hours commencing at 12:01 a.m
- C. Work Shift. The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined:
- Day Shift - Starts between 5:00 a.m. and 1:59 p.m.
 - Afternoon Shift - Starts between 2:00 p.m. and 9:59 p.m.
 - Evening Shift - Starts between 10:00 p.m. and 4:59 a.m.
- D. Meal Periods. Work schedules may provide for the work shift 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.
- E. No Guarantee or Limitation. This Article is intended to be construed only as a basis for scheduling, and shall not be construed as a guarantee or limitation on the number of hours scheduled to be worked per day or per work period.
- F. Overtime.
1. Eligible Unit Members. (Cash Paid)

Unit members at the 9 (IV) and 10 (V) levels or below the 10 position comparison equivalent level shall be eligible for cash compensation for overtime hours worked.
 - a. Overtime hours must be authorized by the Appointing Authority.
 - b. Authorized overtime payment shall be paid to eligible employees for time worked in excess of forty (40) hours in a work week.
 - c. Premium payment shall not be duplicated (pyramided) for the same hours worked. If a unit member works on a holiday, overtime compensation for the first eight (8) hours worked on the holiday is due and payable only after forty (40) hours worked in a work week.

- d. By mutual agreement between the unit member and the Appointing Authority, unit members at the 9 (IV) and 10 (V) level may earn compensatory time at the rate of time and one-half (1 1/2) for authorized overtime hours worked or be paid time and one-half (1 1/2) their hourly rate. If the Appointing Authority does not permit the unit member to use accrued compensatory time credits before the end of the fiscal year in which credits have been earned, at the Appointing Authority's option, the unit member may be paid in cash at the regular rate for the compensatory time credits unused at the end of the fiscal year.

2. Ineligible Unit Members. (Compensatory Time)

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

- a. Such ineligible unit members shall be eligible to accumulate and liquidate, on a straight time basis, compensatory time for all authorized hours worked in excess of eight (8) hours per day and eighty (80) hours per pay period. If the Employer schedules employees to work outside of the employees' normal work schedule of 8 hours per day, or the applicable number of hours per day pursuant to an approved alternate work schedule where available, the Employer will not require employees to adjust their hours to remain within 80 hours that pay period.
- b. No more than one hundred fifty (150) hours of authorized compensatory overtime can be banked in a fiscal year, except for unit members in the Department of Transportation. Compensatory time banked by bargaining unit members during a fiscal year (October 1 - September 30) must be liquidated no later than the end of the pay period that includes April 1st of the following year or those hours will be canceled.
- c. Compensatory time must be used before annual leave unless the employee is near the cap and would lose accrued annual leave.
- d. The value of compensatory time is for equivalent time off only. Under no circumstances shall payment be made for unused compensatory time.

- e. In the Departments of Natural Resources and Transportation current practice of accumulating compensatory time shall remain in effect.

2. Exception for Cash Payment to Ineligible Unit Members

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

- a. Cash Payment Determination. The Appointing Authority determines that because of the nature of the work load in a particular departmental unit the payment of cash for overtime hours worked is necessary
- b. Notice to Union. If such a determination is made, the Appointing Authority shall provide a notice to the Union with a copy to the Office of the State Employer and the Department of Civil Service. The notice will include the reasons for exceptions, the names of affected unit members, and the expected duration of the exception.
- c. Calculation for Cash Payment. If the exception is made to pay ineligible unit members for overtime, such unit members shall be paid as follows:
 - (1) If their rate is less than or equal to \$27.04 per hour, the unit member will be paid time and one half ($1^{1/2}$) for overtime.
 - (2) If their rate is greater than \$27.04 per hour they will be paid time and one half ($1^{1/2}$) times \$27.04 or straight time, whichever is greater.
 - (3) As long as the premium payment of overtime rate established each year by the Department of Civil Service is equal to or greater than the maximum rate for the Transportation Engineer 12, the parties agree to be governed by the Department of Civil Service established rate.
 - (4) If the maximum rate for the Transportation Engineer 12 exceeds the rate established by the Department of Civil Service, the new rate shall be subject to negotiation by the parties.
 - (5) Premium payment shall not be duplicated (pyramided) for the same hours worked.

4. DEQ-PEAS. Employees who are designated the Department of Environmental Quality as responsible for responding to the Pollution Emergency Alerting System (PEAS) shall receive cash payment in accordance with F.3(b) and (c) above for each emergency response which is not contiguous to the employee's regularly scheduled hours. At the beginning of each fiscal year, the employee may designate whether PEAS response compensation in accordance with this section will be made in cash or compensatory time.
- G. Alternate Work Schedules and "Flex-Time" Agreements. The parties agree to extend the current Alternate Work Schedule and "Flex-Time" Agreements listed in Appendix B of the current Collective Bargaining Agreement until December 31, 2004.
- H. Voluntary Work Schedule Adjustment Program. 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. Employees continue to have the right, by not submitting a standard agreement form, to not participate in any of the program's two plans.

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

Plan A. Biweekly Scheduled Hours Reduction.

1. Eligibility.
Only full-time employees who have satisfactorily completed their initial probationary period 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 (1) pay period. The standard hours per pay period for the employee to

receive the benefits of paragraphs A.3 and A.4. below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. Time off on Plan A will be counted against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

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 participating in Plan A.

Plan C. Leave of Absence.

1. Eligibility.

Full-time and part-time employees who have satisfactorily completed their initial probationary period 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. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will be counted against an employee's twelve work week leave entitlement under the federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

3. Insurances.

All state-sponsored group insurance programs with the exception of Long Term Disability (LTD) insurance, in which the employee is enrolled shall be continued without change in coverage, benefits, or

premiums for the duration of the leave of absence, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence. LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

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.

Article 20
PAID HOLIDAYS

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

<u>Day</u>	<u>Observance</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

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

- B. Observance.
1. Holiday observance shall be in accordance with the schedule in Section A except as follows:
 - a. 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.
 - b. 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.
 2. Equivalent provisions for time off for holidays falling outside the scheduled work week shall be made for unit members working other than a Monday through Friday schedule.
- C. Eligibility.

1. Permanent and limited term unit members, regardless of their work schedule, qualify for paid holiday absence by being in full pay status on:
 - a. Their last scheduled work day immediately preceding the holiday and their first scheduled workday following the holiday when both days fall within the same biweekly work period; or,
 - b. Their last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or,
 - c. Their first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period.
 - (1) A newly hired unit member shall not qualify for paid holiday absence for a holiday occurring or observed on the first scheduled work day(s) of the initial biweekly work period.
 - (2) A continuing unit member returning from layoff or leave of absence, whose first scheduled workday is the day after a holiday, shall qualify for paid holiday absence for the holiday.
 - d. The holiday itself, as demonstrated by actually working on the holiday.

D. Work on a Holiday.

1. The Employer may require unit members to work on a paid holiday. The Employer specifically reserves the sole discretion to schedule or not schedule unit members on a paid holiday. If it is determined that bargaining unit work is necessary for any contract holiday, the Employer shall first seek qualified volunteers from the affected work unit from among the employees who normally perform the work. Assignments from qualified volunteers shall be based on seniority. If there are not enough qualified volunteers to perform the necessary work, the Employer shall assign the holiday work to bargaining unit members from among the employees who normally perform the work, based on inverse seniority in the affected work unit.
2. Payment for work on a holiday shall be in accordance with Article 19, "Hours of Work and Overtime".
3. A unit member required to work on a holiday, may upon mutual agreement with the Appointing Authority, take another day in the same biweekly work period as a holiday.

Article 21
PAID ANNUAL LEAVE

- A. Initial Leave. Upon hire, each unit member in a permanent or limited term position shall be credited with an initial annual leave grant of sixteen (16) hours which shall be immediately available, upon approval of the Appointing Authority, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to a unit member more than once in a calendar year.
- B. Accrual. Subsequent to the initial grant of sixteen (16) hours, annual leave shall not be credited and available for use until the unit member has completed 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 purposes of annual leave accrual. A unit member in a permanent or limited term position shall be entitled to annual leave with pay for each eighty (80) hours of paid service or to a pro-rated amount if paid service is less than eighty (80) hours in the pay period as follows:

ANNUAL LEAVE ACCRUAL TABLE

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

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

ADDITIONAL ACCRUAL TABLE

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

C. Additional Credit. Solely for the purpose of additional annual leave and longevity compensation, a unit member shall be allowed state service credit for:

1. Employment in any excepted or exempted position as provided for in Civil Service Rules and Regulations dated May, 1983, Sections 2-1 and 2-2 in state government which preceded entry into the state classified service;
2. Up to five (5) years of honorable service in the armed forces of the United States subsequent to January 1, 1938, for which a military leave of absence would have been granted had the veteran been a state classified employee at the time of entrance upon military service. When a unit member separates from employment and subsequently returns, military service previously credited shall not count as current continuous state service for purposes of requalifying for additional annual leave or longevity compensation if the unit member previously qualified for and received these benefits.

D. Crediting.

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

E. Utilization. An employee may charge absence to annual leave with the approval of the Employer. Annual leave shall not be credited or used in anticipation of future leave credits.

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

ANNUAL LEAVE ACCUMULATION CAP

<u>Service Years</u>	<u>Accumulation Cap</u>
1 – 4	256
5 – 9	271
10 – 14	286
15 – 19	301
20 – 24	306
25 – 50	316

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

H. Annual Leave Bank Donations.

1. Right to Receive Annual Leave Donations. Except as otherwise provided in this Article, annual leave credits may be transferred to other employees under the following conditions:
 - a. The receiving employee has successfully completed his/her first 1,040 hours of state service and faces financial hardship due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child or parent.
 - b. The receiving employee has exhausted all leave credits.
 - c. The receiving employee's absence has been approved.
 - d. An employee may receive a maximum of thirty (30) work days by direct transfer of annual leave from employees within their employing department. The right to donate hours and receive hours through direct transfer is not limited to employees in this bargaining unit where reciprocal agreements exist with other exclusive representatives or provided for in the Civil Service Rules and Regulations for Non-Exclusively Represented Employees.
 - e. An employee in this Bargaining Unit may receive a maximum of thirty (30) work days from the leave bank provided in this Section. The thirty (30) work day maximum will be reduced by any hours received through direct transfer.

- f. If the receiving employee returns to work with unused donated hours, those hours shall be transferred to the leave bank.

2. The Right to Donate Annual Leave Hours

- a. Annual leave donations must be for a minimum of eight (8) hours and a maximum of forty (40) hours annually and donations shall be in whole hour increments.
- b. Employee donations are irrevocable.
- c. The Office of the State Employer shall review requests and determine eligibility to receive hours from the MPES leave bank or through a direct transfer of annual leave on an hour for hour basis.
- d. Donations to the MPES leave bank may occur at any time. Employee base hours shall be converted to their monetary equivalent and deposited in MPES central leave bank.
- e. A direct transfer of annual leave may occur at any time. Direct transfers shall be on an hour for hour basis.

I. School Participation Leave.

- 1. 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.
- 2. Leave Credits. After 1040 hours of state service, employees in a permanent or limited term position 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.

The use of the leave is intended for active participation in school programs and not for mere attendance at extra-curricular activities.

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

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 October 1 of each year, and shall not carry forward beyond the fiscal year.

Article 22
PAID SICK LEAVE

- A. Allowance. Every unit member in a permanent or limited term position shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service or to a prorated amount if paid service is less than eighty (80) hours in the pay period. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted.
1. Sick leave shall be credited at the end of the biweekly work period. Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned. The prorated amount shall be based on the number of hours in pay status divided by eighty (80) hours multiplied by four (4) hours.
 2. Sick leave shall not be allowed in advance of being earned. If a unit member has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In the absence of sick and annual leave credits, payroll deduction (lost time) for the time lost shall be made for the work period in which the absence occurred. The unit member may elect not to use annual leave to cover such absence.
- B. Utilization. Sick leave may be utilized by a unit member with the approval of the Appointing Authority for the following reasons:
1. In the event of illness, injury, temporary disability, or exposure to contagious disease endangering others, or for illness or injury in the immediate family, which necessitates absence from work. "Immediate family" in such cases means the unit member's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any persons for whose financial or physical care the unit member is principally responsible.
 2. Sick leave may be used for absence caused by the attendance at the funeral of a relative, or person for whose financial or physical care the unit member has been principally responsible.
 3. Sick leave may also be used for an appointment with a physician, dentist, or other professional licensed medical practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours. For purposes of this Section, the terms doctor and other licensed medical practitioner shall include a psychologist and/or chiropractor only if such practitioner is licensed by a state, and only if such appointment is a result of a direct referral by a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.).

4. A unit member may also use sick leave for a health screening appointment at an authorized Employer operated health screening unit.

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

D. Pay for Accumulated Sick Leave

(Employees Initially Hired Before 10/1/80)Pay for Accumulated Sick Leave

1. A unit member who separates from the state classified service for retirement purposes in accordance with the provisions of a State Retirement Act shall be paid for fifty percent (50%) of unused accumulated sick leave as of the effective date of separation, at the unit member's final base rate of pay.

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

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

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

E. Proof. All requests for use of sick leave shall be certified by the unit member as to its purpose. The Appointing Authority may require that a unit member, at the Appointing Authority's cost, present medical certification of physical or mental fitness to continue working.

F. Return to Service. Previous unused sick leave allowance shall be placed to the credit of a laid off unit member upon return to permanent

employment within five (5) years of such layoff. A separated unit member who received payment for unused accumulated sick leave under this Section and who returns to service shall not be credited with any previous sick leave allowance.

- G. Transfer. Any unit member who transfers, or who is reassigned without a break in service from one principal Department to another shall be credited with any unused accumulated sick leave balance by the principal Department to which transferred or reassigned.

Article 23
UNPAID LEAVE

- A. Eligibility. Unit members shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the successful completion of their probationary period (2,080 hours).
- B. Request Procedure. Any request for a leave of absence without pay shall be submitted in writing by the unit member to the unit member's immediate supervisor at least, except under emergency circumstances, thirty (30) calendar days in advance of the proposed commencement date for the leave. A request for a medical leave of absence may be submitted directly to the Appointing Authority. The request shall state the reason for and the length of the leave of absence being requested.

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

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

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

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

To qualify for such an educational leave, the unit member must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Before the leave of absence can become effective, a curriculum plan and proof of enrollment must be submitted by the unit member to his/her

Appointing Authority. At the request of the Appointing Authority, the unit member 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 unit member's field of employment. Such unit member may return early from such a leave upon approval by the Appointing Authority. The Appointing Authority shall approve or deny the request for leave of absence without undue delay. Any denial shall include written explanation of the denial, if requested by the unit member.

E. Medical Leave of Absence.

1. Approval. Upon depletion of accrued sick leave credits, a unit member upon request may be granted a leave of absence for a period of up to six (6) months upon providing required medical information for personal illness, injury or temporary disability necessitating his/her absence from work, if that unit member is in satisfactory employment status. The unit member's request shall include a written statement from the unit member's physician indicating the specific diagnosis and prognosis necessitating the unit member's absence from work and the expected return to work date.

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

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

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

of

absence.

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

- F. Military Leave. Whenever a unit member enters into the active military service of the United States, the unit member shall be granted a military leave of absence as provided under Civil Service Rules and Regulations and applicable statutes.
- G. Waived Rights Leave of Absence. An employee who terminates State employment may be granted a waived rights leave of absence of up to one year. This type of leave of absence is granted to protect the employee's continuous service, seniority, and any benefits connected with length of service. Unit members do not have the right to return to State service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the unit member's Appointing Authority in writing. A unit member granted a waived rights leave of absence may not carry any annual leave balance during such leave.
- H. Layoff. Employees on a leave of absence who would be laid off if they were in active employment status shall not be exempt from layoff by virtue of being on a leave of absence.
- I. Maternity/Paternity Leave. Upon written request, a unit member shall, after the birth of his/her child, or adoption of a child, be granted maternity/paternity leave for up to six (6) months. Such leave may begin upon conclusion of any paid sick leave to which the parent is entitled under Article 22 of this Agreement; however, such leave must conclude for each parent within twelve months after the birth or adoption of the child. In those instances where both parents are covered by this provision, such leaves may be taken either concurrently or consecutively. The Employer may grant an extension of such leave upon request of the employee based on operational needs of the Employer. The Employer shall consider requests for annual leave immediately prior or subsequent to maternity/paternity leaves in the same manner as requests for annual leave at other times.
- J. Benefit Continuation. Unit members who are granted a leave of absence may elect to continue enrollment in the Group Basic and Major Medical Plan (or alternative plan) at the time the leave begins. Such unit members shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. This provision shall be administered in conjunction with the LTD provisions of Article 24, Section

E. Such unit members may likewise elect to continue enrollment in the Group Dental Plan and/or Group Vision Plan for up to eighteen (18) months by paying the full amount of the premium.

K. Family and Medical Leave Act Implementation. Except as otherwise provided by specific further agreement between the Union 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 ("FMLA" or "Act") which takes effect for the Scientific and Engineering bargaining unit on February 5, 1994.

1. Employee Rights. Rights provided to employees under the terms of the collective bargaining agreement are not intended to be diminished by this Section. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.
2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the applicable collective bargaining agreement.
3. Computation of the "Twelve Month Period." The parties agree that an eligible employee is entitled to a total of twelve work weeks of FMLA leave during the twelve month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve month period begins the first time leave is taken after completion of any twelve month period.
4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve work weeks during a twelve month period for one or more of the following reasons:
 - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter ("parental leave");
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care ("parental leave");
 - c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act ("family care leave");
 - d. Because of a serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee ("medical leave").
5. 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.

6. Complaints. Employee complaints alleging that the Employer has violated rights conferred upon the employee by the FMLA are not grievances under the collective bargaining agreement(s) between the Union and the Employer. 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. Complaints involving the application or interpretation of the FMLA or its Regulations shall not be subject to arbitration under the collective bargaining agreement(s) between the undersigned Union and the Employer.
7. Eligible Employee. For purposes of FMLA Family Care Leave, eligible employees are those employees who have been employed by the Employer for at least twelve months and have worked at least 1,250 hours in the previous twelve months. An employee's eligibility for contractual leaves of absence remain unaffected by this Section, however, such leaves will count towards the employee's FMLA leave entitlement after the employee has been employed by the Employer for at least 12 months and has worked 1,250 hours during the previous twelve month period. Where the term "employee" is used in this Section, it means, "eligible employee". For purposes of FMLA leave eligibility "employed by the Employer" means "employed by the State of Michigan".
8. Twelve Work Weeks During a Twelve Month Period. An eligible employee is entitled under the Act to a combined total of twelve work weeks of FMLA leave during a twelve month period.
9. General Provisions.
 - a. Time off from work for a qualifying purpose under the Act ("FMLA leave") will count towards the employee's unpaid leave of absence guaranteed as provided by an applicable collective bargaining agreement. Time off for family care leave will be as provided under the Act.
 - b. Employees may request and shall be allowed to use accrued annual or personal leave to substitute for any unpaid FMLA leave.

- c. The Employer may designate a Leave of Absence under Plan C of the Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA leave if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act, prior to the end of the leave. A Plan A reduced work schedule under the VWSAP may be designated by the Employer as an FMLA leave if the employee provides information to the Employer that the leave is for a qualifying purpose under the Act.
 - d. Employees may request to use accrued sick leave to substitute for unpaid FMLA leave for the employee's own serious health condition or serious health condition of the employee's spouse, child, or parent.
 - e. The Employer may temporarily reassign an employee to an alternative position at the same classification and level in accordance with the Collective Bargaining Agreement when it is necessary to accommodate an intermittent leave or reduced work schedule in accordance with the Act. Such temporary reassignment may occur when the intermittent leave or reduced work schedule is intended to last longer than a total of ten workdays, whether consecutive or cumulative. Whenever possible, the Employer shall make reasonable efforts to reassign employees within their current work location. For purposes of Layoff and Recall, employees shall be considered to be in the layoff unit applicable to the employee's permanent position. Upon completion of an FMLA leave, employees shall be returned to their original positions in accordance with the Act.
 - f. Second or third medical opinions, at the Employer's expense, may be required from health care providers where the leave is designated as counting against an employee's FMLA leave entitlement in accordance with the Act.
 - g. Return to work from an FMLA leave will be in accordance with the provisions of the Act and the collective bargaining agreement.
10. Insurance Continuation. Health Plan benefits will continue in accordance with the Act.
11. Medical Leave. Up to twelve work weeks of paid or unpaid medical leave during a twelve month period, granted pursuant to the collective bargaining agreement, may count towards an eligible employee's FMLA leave entitlement.
12. Annual Leave. When an employee requests to use annual or personal leave, and it is determined, based on information provided to the Employer by the employee or the employee's spokesperson

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

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

13. Sick Leave. An employee may request to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that employees exhaust sick leave before a medical leave commences shall continue. In addition, employees will be required to exhaust sick leave credits down to 80 hours before a FMLA Family Care leave commences. If it is determined, based on information provided to the Employer by the employee or the employee's spokesperson (in the event the employee is incapacitated or otherwise designates a point of contact) that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's 12 work week FMLA leave entitlement if the time is either:

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

14. Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. An employee's entitlement to parental leave will expire and must conclude within twelve months after the birth, adoption, or foster care placement of a child. However, in accordance with the Act, an eligible employee is only entitled to twelve work weeks of leave for foster care placement of a child. Contractual parental leave extensions beyond twelve months shall be administered as provided in an applicable collective bargaining agreement. Up to twelve work weeks of 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 parental leave. Intermittent or reduced work schedules may only be taken with the Employer's approval.

Article 24
FRINGE BENEFITS AND INSURANCES

Fringe benefits and insurances in Appendix O remain in effect through September 30, 2002; Group Basic and Major Medical insurance plans, and Prescription Drug Plans, in Appendix O remain in effect through December 31, 2002.

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.

Section A. The State Health Plan.

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

1. Premium Splits.

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

2. Co-pay.

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

3. 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 B. State Health Plan Provisions.

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 & 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 N.
5. Prescription Drugs. Bargaining unit members who are covered by the State Health Plan will be enrolled in the alternative 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.

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.

6. 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 N.

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.

7. 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 loss changes to the degree determined upon advice by the State Health Plan's medical policy team and audiology professionals.
8. Wellness and Preventive Services. Effective January 1, 2003, wellness and preventive coverage in accordance with the State Health Plan as outlined in Appendix N will be subject to a maximum plan payment of \$500 for in-network services per individual per calendar year. Effective January 1, 2004 the maximum shall increase to \$750. There shall be no coverage for wellness and preventive services received out-of-network.
9. 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:
 - a. 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

- b. 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.

10. 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 N.
11. 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.
12. Disease Management Program. The Disease Management Program shall be included under the State Health Plan as a covered benefit on a voluntary basis.
13. Survivor Conversion Option. The State recognizes its obligations under federal "COBRA" legislation in case of a "qualifying event", as defined by that statute.
14. 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.
15. Open Enrollment. There shall be an annual open enrollment period offered to unit members in July or August of each year of this Agreement.
16. 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:
 - a. 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.
 - b. The reimbursement shall be available on a one-time-only basis.
 - c. The amount of the reimbursement shall not exceed \$50.00.

- d. 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.
- e. 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.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. In-Network And Out-Of-Network Access. In-network and out-of-network access is described in the Letter of Understanding and attached Rules for Network Use in Appendix M.

Section C. 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 s/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 D. 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 he/she is unable to earn his/her own living because of mental retardation or physical handicap and depends chiefly on the employee for support and maintenance.

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 E. Long Term Disability Insurance.

The Employer shall maintain the existing long term disability insurance coverage.

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

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

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

Effective October 1, 2002, the monthly maximum benefit will increase to \$5000 for disabilities beginning after September 30, 2002.

Section F. Group Dental Plans.

1. Except as provided in section J. below, the Employer shall pay 95% of the applicable premium for employees enrolled in the State Dental Plan.
2. Benefits payable under the State Dental Plan will be as follows:
 - a. 90% of actual fee or usual, customary and reasonable fee, whichever is lower, for restorative, endodontic, and periodontic services (x-rays, fillings, root canals, inlays, crowns, etc.).
 - b. There shall be a yearly maximum benefit of \$1,000 per person exclusive of orthodontics, 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.
3. 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 twelve (12) month period (fiscal year) exclusive of orthodontics for which there is a separate lifetime maximum benefit.

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

Diagnostic Services:

- Oral examinations and consultations twice in a fiscal year.

Preventive Services:

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

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

Radiographs:

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

Restorative Services:

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

Oral Surgery:

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

Endodontic Services:

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

Periodontic services:

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

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

level:

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

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

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

4. Point Of Service PPO. Bargaining unit 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.

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

Full Dentures	50%	70%
Orthodontics	60%	75%
ANNUAL MAXIMUM	\$1,000*	\$1,000*
Lifetime Orthodontics Limit	\$1,500	\$1,500

Note: *See 2b for change in annual maximum.

5. 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.

6. Dental Maintenance Organization.

The Employer shall continue to offer bargaining unit employees the option of voluntarily enrolling in the dental maintenance organization (DMO). The parties understand that the state-approved service area for the DMO program encompasses only certain geographical areas. The DMO 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 DMO 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 non-participating provider).

7. 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 H. of this Article.

8. Open Enrollment.

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

Section G. Vision Care Plan.

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

1. Participating Providers: Benefits payable under the plan for participating providers will be as follows:
 - a. Examination -- payable once in any twelve (12) month period with an employee co-payment of \$5.00.
 - b. Lenses and frames -- payable once in any twenty-four (24) month period 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. The maximum diameter measure of covered lenses shall be 71 millimeters.
 - c. 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. The co-payment provision under B. is not required.

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

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

2. Non-Par Providers: Payments for non-participating providers:
 - a. For vision testing examinations: Once in any twelve (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.....	\$13.00/Pair
Bifocal.....	20.00/Pair
Trifocal.....	24.00/Pair

2. Contact Lenses:

Medically Necessary As Defined In Subsection C. above	..\$96.00/Pair
Not Medically Necessary.....	\$40.00/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/pair, plus benefit provided above for covered lenses.
5. Additional charges for tints equal to rose tints:
#1 and #2..... \$3.00/pair
6. Additional charges for prism lenses..... \$2.00/pair

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

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

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

Section H. 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 FY01-02 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 I. Insurance Premiums While On Layoff And Leave Of Absence.

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

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

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

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

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

Section J. 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 K. Flexible Compensation Plan.

The Employer's pre-tax dollar deduction program is extended to bargaining unit employees. Under such a program, employee contributions for premiums for health insurance and dental insurance shall be made after FICA calculations, but before income tax withholding calculations are made.

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

Article 25
COMPENSATION

- A. Rates of Compensation.
1. Base Wage Increase
 - a. Fiscal Year 2002-2003: Effective October 1, 2002, each hourly rate shall be increased by 2%.
 - b. Fiscal Year 2003-2004: Effective October 1, 2003, each hourly rate shall be increased by 3%.
 - c. Fiscal Year 2004-2005: Effective October 1, 2004, each hourly rate shall be increased by 4%.
- B. Longevity.
[See Appendix G]
- C. Standby Pay. Any unit member who is required in writing by the Employer to standby for recall to duty shall receive one (1) hour's pay for each five (5) hours of time spent on standby.
- D. Call-Back Pay. Call-back is defined as the act of contacting an employee and requesting that the employee report for work and be ready and able to perform assigned duties at a time other than his/her regular work schedule. Call-back pay shall not be paid to employees whose call-back time is contiguous to their regularly scheduled hours.

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

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

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

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

- F. Heights And Tunnels Premium. All unit members shall be eligible for \$1.00 per hour premium for each hour worked for a minimum of four (4) hours per day, for work in:
- a. High structures in excess of forty (40) feet, requiring the use of scaffolding or safety harnesses; work performed from "safety buckets" (aerial equipment) is not considered high structure work.
 - b. Pressurized tunnels (new construction or reconstruction); work in "caissons" is not considered tunnel work.
- G. P-Rate. Eligibility for P-rate shall be in accordance with Bureau of Classification Procedure 13 in effect on the date this Agreement is approved by the Civil Service Commission.

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

For Retention/High Security Pay Premium see Appendix J.

- H. Jury And Witness Duty/Fees. An employee is entitled to administrative leave (time off with full pay) while serving on jury duty. To be eligible for administrative leave, the employee must reimburse the Employer any compensation received, excluding travel/meal reimbursement. The employee may elect to use annual leave, accrued compensatory time, or lost time and keep the compensation paid by the court. Upon being notified of jury duty, an employee shall provide notice to the Employer and thereafter advise the Employer of the jury duty schedule on a daily basis. When not selected for actual service, and only on call, the employee shall report for work as scheduled. To receive administrative leave, the employee must:
1. Provide a copy of the jury duty summons to his/her supervisor;
 2. Notify the supervisor of the jury duty schedule on a daily basis at or before the beginning of the employee's scheduled work day;
 3. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested;
 4. Submit the jury duty pay stub as soon as it is received together with a payment equal to the jury duty pay, in accordance with departmental procedures.

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

Employees must reimburse the department for any witness fees received, up to the amount of their salary, and for any travel expenses allowed by the court. Employees will be reimbursed for any travel expenses in accordance with state standardized travel regulations.

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

- I. Pharmacists. Effective October 1, 1996 all pay rates applicable to Pharmacist classes in the bargaining unit shall be increased by \$1.00 per hour prior to implementation of the 1.0% general increase previously agreed.
- J. Toxicologists. Effective October 1, 1996 Toxicologist classes shall be placed in the following pay ranges:

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

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

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

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

- L. Effected Pay Rate Changes. The parties agree that pay rate changes as an employee moves from entry to intermediate to journey level classifications shall be as defined in the Civil Service Compensation Plan, Procedure 1, VI, except that historical patterns shall continue to apply notwithstanding the impact of lump sum or other general pay adjustments that have the effect of altering the historical pattern.
- M. Severance Pay / Department of Community Health. In recognition of the fact that the de-institutionalization of the Department of Community Health resident population has resulted and will continue to result in the layoff of a large number of state employees, and in recognition of the fact that such layoffs are likely to result in the permanent termination of the employment relationship the parties hereby agree to the establishment of severance pay for certain unit members. The severance pay shall be administered in accordance with the provisions of the Civil Service Compensation Plan and these provisions are incorporated into this Agreement by reference in their entirety.

Article 26

COMPENSATION 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 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 designated representative.
- C. Compensation in Situation of Closure. When a state facility is closed by the Governor or his designated representative, affected unit members shall be authorized administrative leave for the period of the general emergency, or seven (7) calendar days whichever is less, to cover their normally scheduled hours of work during the period of closure. This provision shall not apply to employees who can be temporarily reassigned to another facility or are able to perform appropriate job responsibilities away from the facility.

Individual unit members working at facilities ordered closed may still be required to work to perform essential services during the period of closure. When such is the case, the unit member 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 a unit member is unable to report for work due to such conditions, he/she shall be granted administrative leave to cover his/her normally scheduled hours of work during the period of declared inaccessibility.

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

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

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

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

Article 27
DEFERRED COMPENSATION

- A. Deferred Compensation I (Qualified 457 Tax Sheltered Plan). The Employer agrees to continue the Deferred Compensation I (457 Plan I) for bargaining unit employees.

- B. Deferred Compensation II (Qualified 401(k) Tax Sheltered Plan). The parties agree that all provisions and benefits of the "Michigan State Employee Deferred Compensation Plan II" (401-K PLAN II) shall continue for bargaining unit employees.

Article 28

FLEXIBLE COMPENSATION PLAN

- A. Employees in this bargaining unit shall be eligible for a pre-tax dollar deduction of group insurance premiums from gross pay.

- B. Employees in this bargaining unit will be eligible to participate in the State of Michigan Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Service code. Enrollment period for the accounts is during the month of November.

Article 29
WORKING OUT OF CLASS

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

Article 30
MANAGEMENT RIGHTS

- A. It is understood and agreed by the parties that the Employer possesses the sole power, duty and right to operate and manage its departments, agencies, and programs and carry out constitutional, statutory and administrative policy mandates and goals. The powers, authority and discretion necessary for the Employer to exercise its rights and carry out its responsibilities shall be limited only by the express written terms of this Agreement, and then only to the extent so specifically limited. Any term or condition of employment other than the wages, benefits, and other terms and conditions of employment specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to determine, establish or modify.
- B. Management rights include, by way of illustration and not by way of limitation, the right without engaging in negotiations with the Union, to:
1. Determine matters of managerial policy, mission of the agency, budget, the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of temporary emergency, to take whatever action management deems necessary to carry out the agency's mission.
 2. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer.
 3. Determine the size and composition of the work force, determine the work of unit members, determine the amount and type of work needed and, in accordance with such determination, relieve unit members from duty.
 4. To devise the means and methods to continue its operations and to determine the methods and schedules of operation, the means, methods, and processes of carrying on the work including changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt rules and regulations affecting the operation of the work place.
 6. Determine without restriction the qualification of unit members for any and all positions to be filled by the State.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new buildings, Departments, divisions or subdivisions thereof; and the location and/or relocation

or closing of offices, Departments, divisions or subdivisions, buildings or other facilities.

8. Determine the financial policies, including all accounting and expenditure procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
10. To take whatever action deemed necessary to carry out governmental functions in event of emergency.

Article 31
NO STRIKE/NO LOCKOUT

- A. The Union recognizes the responsibility of the State to provide for uninterrupted services to the public. Therefore, for the duration of this Agreement, neither MPES, either individually or through its members, nor any unit members covered by this Agreement, will authorize, instigate, condone, or take part in any strike, work stoppage, sit down, sit-in, slowdown or other concerted interruption of operations of services by unit members, and unit members will maintain the full and proper performance of duties in the event of a strike.

- B. When the Employer notifies MPES by certified mail that any unit member(s) is (are) engaged in any such strike activity, MPES shall immediately inform such unit members that such activity is violative of this Agreement and contrary to the Civil Service Rules and Regulations.

- C. The Employer agrees not to engage in any illegal lockout against unit members.

Article 32
SUB-CONTRACTING

- A. The Employer recognizes its obligation to utilize bargaining unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual services in accordance with Civil Service Rules and Regulations.

- B. The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such sub-contracting upon bargaining unit employees. Whenever the Employer intends to contract out or sub-contract services, the Employer shall, as early as possible, but no later than the time the request is sent to Civil Service and at least fifteen (15) calendar days prior to implementation, give written notice of its intent to contract or sub-contract to the Union. Such notice shall consist of a copy of all the documentation sent to Civil Service which shall include such matters as:
 - 1. The nature of the work to be performed or the service to be performed;
 - 2. The proposed duration and cost of such sub-contracting;
 - 3. The rationale for such sub-contracting.

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

- D. Nothing provided in this Section shall prohibit the Union from challenging the planned contracting or sub-contracting before the Civil Service Commission, nor from appealing a departmental action which it alleges violates Civil Service Rules and Regulations. The Employer's decision to contract or sub-contract is not grievable under Article 9 of this Agreement and no arbitrator has jurisdiction over either the Employer's decision to contract or sub-contract or the approval by the Department of Civil Service of the Employer's request to contract.

- E. If the request is a renewal of, or a new request for blanket pre-authorization of a particular service, the Union shall be noticed no later than the time the request is sent to Civil Service. This notice shall contain a copy of the request, and all related background materials sent to Civil Service.

- F. Where no CS-138 is required, the Employer shall submit a copy of the contract to the Union, no later than ten week days prior to the execution of the contract.

Article 33
INTEGRITY OF THE BARGAINING UNIT

The Employer recognizes that the integrity of the bargaining unit is of significant concern to the employees and 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 of the bargaining unit except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties as provided in the Civil Service class specifications or to the extent that such assignment is a matter of customary practice. In no event shall such assignments be made for the purpose of reducing or eroding the Scientific and Engineering bargaining unit.

Article 34
JOINT LABOR-MANAGEMENT ACTIVITIES

The following joint labor-management activities have been agreed to by the parties:

- A. Disability Management. The parties agree that the issue of Disability Management is a complex and difficult one which requires study. In addition, disability management policies and programs, when fully implemented, may require changes in some of the provisions of this Agreement. This project includes both the project director and the project labor-management work group. Nothing in this Section is intended to preclude the parties from working, jointly or separately, to learn more about disability management and implementing mutually agreed upon programs. The parties agree that, in the event the state adopts a disability management program, the contract may be reopened for negotiations on this issue by mutual agreement.

Article 35
DRUG AND ALCOHOL TESTING

A. Testing.

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

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.

1. 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.
2. 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.
3. 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:

- a. Observable phenomena, such as direct observation of drug or alcohol use or the physical symptoms or manifestations of being impaired by, or under the influence of, a drug or alcohol.
- b. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a credible source.
- c. Evidence that an individual has tampered with a drug test or alcohol test during employment with the State of Michigan.
- d. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs or alcohol while on duty, or 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.

4. 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:
 - a. The operation of a motor vehicle
 - b. The discharge of a firearm
 - c. A physical confrontation
 - d. The provision of direct health care services
 - e. The handling of dangerous or hazardous materials
5. 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 preappointment 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.

B. Test Designated Positions.

For purposes of this article, test designated positions are:

1. A safety-sensitive position in which the incumbent is required to possess a valid commercial driver's license or to operate a commercial motor vehicle, an emergency vehicle, or dangerous equipment or machinery.
2. A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.
3. A position in which the incumbent, on a regular basis, provides direct health care services to persons in the care or custody of the state or one of its political subdivisions.
4. A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.
5. A position in which the incumbent has unsupervised access to controlled substances.
6. A position in which the incumbent is responsible for handling or using hazardous or explosive materials.
7. Additional test designated positions in other classifications whose duties are not as provided in subsections 1 through 6 above shall be subject to the provisions of this article pursuant to secondary negotiations.
8. New classifications, or levels added to existing classifications, may include duties consistent with those identified for test designated positions in subsections 1 through 6 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.

C. Drug and Alcohol Testing 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 approved by the Civil Service Commission.

The parties agree to incorporate into 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."

D. 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.

E. 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 3-3-tie vote and as a "unanimous recommendation" for any vote other than 3-3.

F. Confirmation Alcohol Testing.

If an employee is tested for alcohol and is determined to have a blood alcohol level equal or greater than .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.

G. 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:

1. 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.
2. For preappointment testing, follow-up testing, and random testing, before the employee is notified to submit to a drug test or alcohol test.
3. 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 23, Leave of Absence, to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug 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.

Article 36
MISCELLANEOUS

A. Supplemental Employment.

1. Employees shall be permitted to engage in supplemental employment under the following conditions:
 - a. The supplemental outside employment must in no way conflict with the employee's hours of state employment or in quantity or interest conflict in any way with satisfactory and impartial performance of state duties.
 - b. The employee must secure the written approval of the appointing authority on an annual basis before engaging in any supplemental outside employment.
 - c. The employee must keep the appointing authority informed of contemplated changes in supplemental outside employment.
2. Notification. Notification of outside employment shall be given the Employer at least ten (10) days before the commencement of said employment and prior to any changes in previously approved supplemental employment. Approval or disapproval, with reasons therefore, will be given by the employer within ten (10) days after receipt of the notification, or prior to the anticipated commencement date, whichever occurs first. Notification shall be made on forms prescribed by the department.
3. Cancellation. Should the Employer determine that an employee's supplemental employment interferes with his/her regular work, employment violates Civil Service Rules and Regulations, or is in violation of this Agreement, he/she will be given reasonable time to promptly terminate his/her supplemental employment before being disciplined, requested to resign state service, or involuntarily terminated.

B. Safety Shoes. When the Department requires that unit members wear approved safety shoes, the Department will provide such approved safety shoes in accordance with departmental regulations. At the unit member's option, if safety shoes are required, the Department shall reimburse the unit members for the cost of approved safety shoes up to a maximum of \$160.00 during any twenty-four (24) month period of time.

C. The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Michigan Departments of Consumer & Industry Services and/or Community Health/Community Public Health Agency. The issue of the Employer providing other apparel, the purpose of which is to protect the health and safety of employees

against hazards they might reasonably be expected to encounter in the course of performing job duties, shall be a proper subject for secondary negotiations.

- D. Safety Glasses. If the Employer requires an employee to wear safety glasses, and the employee needs corrective lenses, the Employer shall furnish such glasses after the employee has presented the Employer with the required prescription. The employee shall bear the cost of any eye examination.
- E. VDT/CRT Glasses. Employees who, while operating a VDT/CRT require prescription corrective lenses which are different than 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. These lenses and frames are in addition to those provided under the vision care insurance. In order to be eligible for this additional reimbursement, employees must utilize a VDT/CRT more than 50% of the time.
- F. Printing Costs. The Employer will pay for one-half of all contract printing costs.
- G. Pre-Tax Payroll Deduction For Parking or Transportation Expenses. The parties have discussed the parking/transportation benefit authorized by the Internal Revenue Code, which allows employees to pay parking or transportation expenses out of pre-tax income under certain circumstances. Among the factors discussed was that taking advantage of the parking/transportation benefit reduces an employee's taxable income, and therefore could slightly reduce the amount of the employee's social security benefit.

The parties agree as follows:

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

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

Article 37
DURATION AND TERMINATION OF AGREEMENT

- A. This Agreement shall be effective January 1, 2002, upon Civil Service Commission approval and shall continue in full force and effect until December 31, 2004.
- B. Provisions concerning compensation during fiscal year 2005-2006 and non-compensation Articles effective January 1, 2005 shall be opened by either party giving written notice to the other of its intent to bargain such provisions, on or after March 1, 2004 but no later than May 1, 2004.

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

*State of Michigan,
Office of the State Employer*

*Michigan Public Employees,
SEIU Local 517M*

APPENDIX A - CLASSIFICATION LISTINGS

<p>Class Title</p> <p>Aeronautic Specialist-2 13 Aquatic Biologist-A 12 Aquatic Biologist-E 10 Aquatic Biologist-E 9 Aquatic Biologist-E P11 Aquatic Biology Spl 1 12 Aquatic Biology Spl 2 13 Archaeologist Specialist 2 13 Archaeologist-A 12 Archaeologist-E P11 Architect Licensed-A 12 Architect Specialist-2 Lic 13 Architect Specialist-3 Lic 14 Architect-A 12 Architect-E 10 Architect-E P11 Auditor-E 9 Aviation Specialist-A 12 Building Construction Spl 1 12 Building Construction Spl 2 13 Building Construction Spl 3 14 Building Construction Supt-A 12 Building Construction Supt-E 10 Building Construction Supt-E 9 Building Construction Supt-E P11 Clinical Health Scientist-A 12 Clinical Hlth Scientist Spl-2 13 Clinical Hlth Scientist Spl-3 14 Clinical Hlth Scientist Spl-4 15 Dairy Industry Scientist-A 12 Dairy Industry Scientist-E P11 Dairy Industry Specialist 2 13 Dairy Industry Specialist 2 13 Engineering Lic Specialist 13 Engineering Lic Specialist 3 14 Engineering Lic Specialist 4 15 Engineering Specialist 1 12 Engineering Specialist 2 13 Env Sanitarian Spl 2 13 Environmental Engineer Lic-A 12 Environmental Engineer Spl 2 13 Environmental Engineer Spl 3 14 Environmental Engineer-A 12 Environmental Engineer-E 10 Environmental Engineer-E 9 Environmental Engineer-E P11 Environmental Quality Alt-A 12 Environmental Quality Alt-E 10 Environmental Quality Alt-E 9 Environmental Quality Alt-E P11 Environmental Quality Spl 1 12 Environmental Quality Spl 2 13 Environmental Quality Spl 3 14</p>	<p>Environmental Sanitarian-A 12 Environmental Sanitarian-E P11 Epidemiologist Specialist-1 13 Epidemiologist Specialist-2 14 Epidemiologist-A 12 Epidemiologist-E P11 Facilities Engineer-A 12 Facilities Engineer-E 10 Facilities Engineer-E 9 Facilities Engineer-E P11 Facility Engineering Lic Spl 2 13 Facility Engineering Lic Spl 3 14 Fisheries Biologist-A 12 Fisheries Biologist-E 10 Fisheries Biologist-E 9 Fisheries Biologist-E P11 Fisheries Biology Spl 2 13 Fisheries Biology Spl 3 14 Food Industry Scientist-A 12 Food Industry Scientist-E 10 Food Industry Scientist-E 9 Food Industry Scientist-E P11 Food Industry Specialist 2 13 Food Industry Specialist 3 14 Forensic Scientist Specialist 13 Forensic Scientist-A 12 Forensic Scientist-E 10 Forensic Scientist-E 9 Forensic Scientist-E P11 Forest Management Spl 2 13 Forest Management Spl 3 14 Forest Mgt Analyst-A 12 Forester-E 10 Forester-E P11 General Engineer-A 12 General Engineer-E 10 General Engineer-E 9 General Engineer-E P11 Geologist-A 12 Geologist-E 10 Geologist-E 9 Geologist-E P11 Geology Specialist 1 12 Geology Specialist 2 13 Industrial Hygienist Spl-1 12 Industrial Hygienist Spl-2 13 Industrial Hygienist Spl-4 15 Industrial Hygienist-A 12 Industrial Hygienist-E 10 Industrial Hygienist-E P11 Laboratory Evaluation Spl-A 12 Laboratory Evaluation Spl-E 10 Laboratory Evaluation Spl-E P11 Laboratory Scientist Spl 1 12 Laboratory Scientist Spl 2 13</p>
--	---

Agreement Between
The State of Michigan and The Michigan Public Employees , SEIU Local 517M

Environmental Quality Spl 4 15	Resource Specialist 2 13
Laboratory Scientist Spl 3 14	Resource Specialist 3 14
Laboratory Scientist-A 12	Resources Analyst-E 10
Laboratory Scientist-E 10	Soil Science Specialist 2 13
Laboratory Scientist-E 9	Soil Scientist-A 12
Laboratory Scientist-E P11	Soil Scientist-E P11
Land Surveyor Licensed-A 12	Statistician Specialist-1 12
Land Surveyor Spl Lcnsd-2 13	Statistician Specialist-2 13
Land Surveyor-E 10	Statistician Specialist-3 14
Land Surveyor-E 9	Statistician-A 12
Land Surveyor-E P11	Statistician-E 10
Landscape Design Specialist-1 12	Statistician-E P11
Landscape Design Specialist-2 13	Toxicologist-A 12
Landscape Design Specialist-3 14	Toxicologist-E 10
Landscape Designer-A 12	Toxicologist-E 9
Landscape Designer-E 10	Toxicologist-E P11
Landscape Designer-E P11	Toxicology Specialist 2 13
Meteorologist-A 12	Transportation Eng Lic Spl 1 12
Meteorology Specialist-2 13	Transportation Eng Lic Spl 2 13
Metrologist-A 12	Transportation Eng Lic Spl 3 14
Metrologist-E 10	Transportation Eng Lic Spl 4 15
Metrologist-E P11	Transportation Eng Spl 2 13
Microbiologist Specialist 2 13	Transportation Engineer-A 12
Microbiologist-A 12	Transportation Engineer-E 10
Microbiologist-E 10	Transportation Engineer-E 9
Microbiologist-E 9	Transportation Engineer-E P11
Microbiologist-E P11	Transportation Plan Spl 1 12
Pharmacist Specialist-2 13	Transportation Plan Spl 2 13
Pharmacist Specialist-3 14	Transportation Plan Spl 3 14
Pharmacist-A 12	Transportation Planner-A 12
Pharmacist-E P11	Transportation Planner-E 10
Physicist Specialist 2 13	Transportation Planner-E 9
Physicist-A 12	Transportation Planner-E P11
Physicist-E 10	Veterinarian-A 12
Physicist-E 9	Veterinarian-E P11
Physicist-E P11	Veterinary Specialist-2 13
Plant Industry Scientist-A 12	Wastewater Specialist-A 12
Plant Industry Scientist-E 10	Wildlife Biologist Spl 2 13
Plant Industry Scientist-E 9	Wildlife Biologist-A 12
Plant Industry Scientist-E P11	Wildlife Biologist-E 10
Plant Industry Specialist 2 13	Wildlife Biologist-E 9
Public Utilities Eng Spl 2 13	Wildlife Biologist-E P11
Public Utilities Engineer-A 12	
Public Utilities Engineer-E 9	
Public Utilities Engineer-E 10	
Research Biologist-E 10	
Research Biologist-E P11	
Research Biology Spl 1 12	
Research Biology Spl 2 13	
Research Biology Spl 3 14	
Resource Analyst-A 12	
Resource Analyst-E 10	
Resource Analyst-E 9	
Resource Analyst-E P11	
Resource Specialist 1 12	

--	--

**APPENDIX B-1
LETTER OF UNDERSTANDING
DEPARTMENT OF AGRICULTURE
ARTICLE 19
SEPTEMBER 17, 1998**

The parties agree that due to the field nature of their work, Food and Dairy Industry Field Scientists/Plant Industry Field Scientists at the 9 and 10 levels in the Animal Industry Division, the Food and Dairy Division, and the Pesticide and Plant Pest Management Division of the Department of Agriculture may adjust hours within a week with the concurrence of their supervisor. Overtime payment in either cash payment or compensatory time at time and one-half will be paid to employees at the 9 and 10 levels only when 40 hours in pay status in a week are exceeded.

**APPENDIX B-2
LETTER OF UNDERSTANDING
COMPENSATORY TIME
DEPARTMENT OF AGRICULTURE
ANIMAL INDUSTRY DIVISION, FOOD AND DAIRY DIVISION AND THE PESTICIDE
& PLANT PEST MANAGEMENT DIVISION
SEPTEMBER 17, 1998**

The primary purpose of this letter of Understanding is to reach a clear understanding on the earning, accrual and use of Compensatory Time for bargaining unit employees in the Animal Industry Division, Food and Dairy Division and the Pesticide and Plant Pest Management Division who perform similar tasks and duties.

Commencing on January 1, 1999, Compensatory Time for Scientific and Engineering Bargaining Unit employees within the Animal Industry Division, Food and Dairy Division, and the Pesticide & Plant Pest Management Division within the Michigan Department of Agriculture shall be implemented as follows:

- A. Bargaining Unit employees at the 9 or 10 level may be scheduled to work in excess of eight (8) hours per day, while training with an 11 level (or above) Inspector, without accruing overtime.
Employees at the 9 or 10 level shall be paid time and one-half for all hours worked in excess of forty (40) per week. Or by mutual agreement between the unit member and management, 9 or 10 level employees may earn compensatory time at the rate of time and one-half for all hours worked in excess of forty (40) per week.

- B. Bargaining Unit employees at the 11 level and above may have the option of accruing compensatory time (up to a maximum of 150 hours per fiscal year), or adjusting their schedules within an eighty (80) hour pay period, for all hours worked in excess of eight (8) hours per day and eighty (80) hours in a pay period.

Bargaining Unit employees wishing to adjust their pay period schedules for overtime hours worked do not need prior approval for overtime, but must advise their immediate supervisor as soon as possible following any such hours worked. Prior approval is necessary should the employee wish to exceed 80 hours in a pay period similar to banked comp time below.

Bargaining Unit employees who wish to accrue or "bank" overtime hours must receive prior approval from their immediate supervisor (or second line supervisor, or Division Director in charge in that successive order) before working overtime.

- C. Bargaining Unit employees at the 11 level or above who wish to switch their method of using compensatory time/overtime must give management one pay period advance notice.
- D. Overtime and Compensatory Time shall be recorded as follows:
 - 1. Thirty (30) minutes or less shall not be claimed for payment as overtime (e.g., 20 minutes = no record of overtime).
 - 2. Time in excess of thirty (30) minutes shall be rounded up to the nearest one hour increment in the claim for payment (e.g., 40 minutes = 1 hour of overtime).
- E. The terms and conditions of this program are on a provisional basis, and subject to modification by the Parties, or revocation after thirty (30) days written notice by either Party. In the event of revocation, all terms and conditions shall revert back to the Michigan Department of Agriculture/Michigan Professional Employees Society Agreement.

Signed original of this letter is on file with either MPES or OSE

**APPENDIX B-3
LETTER OF UNDERSTANDING
MPES - 84/87 - 1
PURPOSE AND INTENT
OCTOBER 5, 1984**

- A. During the negotiations which resulted in an agreement on the Article entitled Purpose and Intent, it was discussed and agreed upon that both parties recognize the continuing responsibility of the Department of Natural Resources to provide efficient services to the Public.

- B. The Department of Natural Resources agrees to continue General Policies and Procedures No. 1.13 Alternate Work Schedule for the life of this agreement subject to C. below.

- C. The Department of Natural Resources may modify or abolish alternate work schedules subject to the following procedure.
 - 1. If MPES on behalf of a unit member objects to the modifications abolishment of an Alternate Work Schedule it has the right to meet with D.N.R. representative in a Labor Management Meeting.
 - 2. If MPES is not satisfied with the results of the Labor Management Meeting, they shall have the right to appear before the Department's Personnel Committee to present their side of the dispute. Management likewise, shall have the right to present their side of the issue.
 - 3. The decision of the Personnel Committee shall be final binding on both parties, and not subject to appeal or the grievance procedure.

FOR MPES

William Bigham
Executive Director

Rodger Whitener
President

FOR THE STATE EMPLOYER

John B. Bruff

Marie Shamraj

Signed original of this letter is on file with either MPES or OSE

(This DNR Policy was not bargained and is provided for information purposes only.)

DEPARTMENT OF NATURAL RESOURCES

01.03 - Alternate Work Schedule

(Revised: 07/31/2001)

DESCRIPTION/PURPOSE: Alternate Work Schedule
FORMS USED: R 7511e Annual Alternate Work Schedule Request

<<STATEMENT OF POLICY>>

The primary purpose for granting an alternate work schedule is to allow for the scheduling of flexible work hours that mutually benefit Departmental program activities and individual employees' personal needs. The primary consideration in determining whether or not an alternative work schedule should be granted is its impact on the Department's ability to maintain the effective delivery of services to DNR customers.

Nothing in this policy shall be construed as limiting management's discretion to establish, modify, or abolish alternate work schedules consistent with program needs.

If any portion of this policy conflicts with the provisions of a collective bargaining agreement, the agreement has precedence. Employees covered by a collective bargaining agreement should refer to their respective agreements; i.e., see MSEA-Article 14; UAW-Article 14; UTEA-Article 17, POAM-Article 14, and MPES-Article 19/Appendix B-3.

<<INFORMATION>>

An alternate work schedule is any work schedule, **requested by an employee**, other than a standard Monday to Friday 8:00 a.m. to 5:00 p.m. schedule with a one (1) hour lunch period. The impact of an alternate work schedule should be evaluated in the light of program needs of the Agency, Bureau/Office/Division, Section and Unit. Program needs should be based on but no limited to, the following criteria:

- Ability to provide sufficient program staffing during all hours of operation and in emergencies.
- Accessibility to other staff and the public.
- Availability of individual staff to meet program and workload needs.
- Maintenance or improvement of program productivity and efficiency levels at no increase in cost.
- Effect on the ability to meet specific program requirements.
- Ability to provide full supervision.
- Facilities and operational circumstances.

In addition to these criteria, managers should consider the following aspects:

- Performance and attendance.

- Accumulation of overtime or compensatory time.

<<PROCEDURE>>

ALTERNATE WORK SCHEDULE REQUEST

Employees must request an alternative work schedule in writing using an Alternate Work Schedule Request Form R 7511e. Employees should complete and submit a R75 lie, and submit through the supervisory chain to the employees' Bureau/Division/Office who will give final approval/disapproval.

If a group of employees; e.g., a work crew, requests an alternate work schedule, the request should include the names of the employees, their classifications, classification levels and bargaining unit (if applicable), and a statement that all the employees have agreed to the alternate work schedule requested.

An approved alternate work schedule will remain in effect until either the supervisor or the employee requests a change or cancels. However, an employee working an alternate schedule that is reassigned, promoted, or transferred must reapply for an alternate work schedule.

SCHEDULE OPTIONS

Eligibility Code "N" Employees

Employees in classifications which are assigned eligibility code "N" (see the Civil Service Compensation Plan for eligibility codes) may apply for any of the following alternate work schedules (eligibility code "N" employees are eligible for overtime under the provisions of Department of Civil Service (DCS) Regulation 5.02):

- IA - Four (4) 9-hour days and one (1) 4-hour day each week;
- IB - Alternating weeks consisting of five (5) 8-hour days one week, and four (4) 9-hour days and one (1) 4-hour day in the second week;
- IC - Forty (40) hour week. Typically, an employee requesting this option works an 8-hour-a-day schedule. However, based on operational needs and with supervisor approval, the employee's schedule may be adjusted within the pay period and the eight-hour day waived; OR
- ID - Four (4) 10-hour days per calendar week.

Eligibility Code "Y" Employees

Employees in classifications which are assigned eligibility code "Y" (see the Civil Service Compensation Plan for eligibility codes) may apply for any of the following alternate work schedules (eligibility code "Y" employees are ineligible for overtime under the provisions of Department of Civil Service (DCS) Regulation 5.02):

- IIA - Eight (8) 9-hour days and one (1) 8-hour day in a pay period;
- IIB - Four (4) 9-hour days and one (1) 4-hour day each week;
- IIC - Alternating weeks consisting of five (5) 8-hour days one week, and four (4) 9-hour days and one (1) 4-hour day in the second week;
- IID - Eighty (80) hour pay period. Typically, an employee requesting this option works an eight-hour-a day schedule. However, based on operational

needs and supervisor approval, the employee's schedule may be adjusted within the pay period and the 8-hour day waived; OR

- IIE - Four (4) 10-hour days per calendar week.

All Employees

- III - Five (5) 8-hour days each week other than 8:00 a.m. to 5:00 p.m.

The foremost consideration, when granting options IC, ID, IID and IIE, should be increased efficiency, productivity, and cost savings for the Department.

WORK HOURS

Work schedules routinely will not start before 7:00 a.m. and must begin no later than 8:30 a.m. Exceptions may be granted for extenuating circumstances on an individual basis by the Bureau, Office or Division chief. DNR offices and installations that are presently open to the public from 8:00 a.m. to 5:00 p.m. will remain on that schedule.

The work schedule shall include either a one-half hour lunch period or a one-hour lunch period, as approved by supervision.

LEAVE USAGE

Employees absences shall be covered with sick, annual or compensatory leave, in an amount equal to the hours scheduled to work for that day.

For employees on a 40-hour workweek or an 80-hour pay period, the workday will be eight hours for the purpose of charging absence to sick, annual or compensatory leave. When an employee has less than eight hours to work to complete a 40 or 80 hour schedule, only the hours remaining to arrive at 40 or 80 hours will be charged to the appropriate leave account. After 80 or 40 hours in pay status respectively, leave time cannot be used even if prior approval was granted. The use of such time is canceled since the employee has already completed the pay period or workweek.

HOLIDAYS

When an approved state holiday falls on a day when the employee is scheduled to work more than 8 hours, the difference between the 8 hours holiday time and the scheduled time must be made up by annual or compensatory leave, or an approved revision to the work schedule.

If an approved state holiday falls on an employee's day off, as a result of his or her alternate work schedule, the day off will be rescheduled.

TRAINING

Schedules of employees required to participate in training may be modified to a standard work period consisting of 8 hours a day, 5 days a week. Travel and mandatory training beyond the regularly scheduled 8-hour day will be considered work time. Voluntary attendance at "optional" training sessions conducted outside the regularly

scheduled 8-hour day, will not be considered work time. Employees will not be penalized for not attending such sessions.

**APPENDIX B-4
LETTER OF UNDERSTANDING
BETWEEN THE MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
AND THE MICHIGAN DEPARTMENT OF PUBLIC HEALTH
SUBJECT: MODIFIED FLEX TIME
JUNE 24, 1986**

The Michigan Professional Employees Society, the Michigan Department of Public Health [*subsequently renamed Department of Community Health/Community Public Health Agency*] and the Office of the State Employer hereby agree to implement, subject to the terms and conditions set forth below, a modified flex time work scheduling program for Department bargaining unit members:

1. The program will initially be implemented on a 90 day trial basis, with the Department's right to rescind it at any time, after serving 10 work days prior notice to the Society.
2. The program will be available exclusively to VI level and above bargaining unit members.
3. Employee flex time schedules will require supervisory authorization before taking effect; and the employee will be required to give her/his supervisor at least 10 work days advance notice of her/his desire to alter the schedule.
4. The program will provide for a daily "core time" in which all flex time employees must be working, as well as those hours in which the Department would permit the employee to have flexible starting and ending times. Core time will be established on an individual Bureau/Office basis.
5. The program would continue to embrace the eighty hours per pay period work concept.
6. The Parties agree to hold a Labor/Management meeting to review the possible implementation of alternate work schedules during the initial trial period for "flex time".

This letter of Understanding shall take effect on July 27, 1986.

Arthur Andrews
Michigan Department of
Public Health

Phillip Thompson
Michigan Professional
Employees Society

George Matish
Office of the State
Employer

**APPENDIX B-5
LETTER OF UNDERSTANDING
THE MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY,
THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND
THE OFFICE OF THE STATE EMPLOYER
AUGUST 30, 1991**

The Michigan Professional Employees Society, the Michigan Department of Transportation and the Office of the State Employer agree to implement an Alternate Work Schedule Program for Scientific and Engineering bargaining unit members in accordance with the following terms and conditions:

- A. The Alternate Work Schedule Program (AWS) shall be initially implemented within the Design Division and the Materials and Technology/Secondary Complex for a twelve (12) month pilot program commencing within two pay periods of Civil Service ratification of this Agreement.
- B. The program will be limited to the one work schedule option of eight nine-hour days, one eight-hour day and one day off per eighty-hour pay period (8 x 9 = 72 + 8 hours). Additional schedule options may be offered subject to mutual agreement between the Department and the Society.
- C. The program will be available exclusively to bargaining unit members at the journey level (VI) and above.
- D. Subject to operational needs and/or employee performance considerations it is recognized that the program may not be available to all Society bargaining unit members.
- E. Approval of Alternate Work Schedules and approval of schedules for specific "flex days" off shall be subject to the Department's operational needs and ability to maintain a balanced staffing pattern with an adequate coverage in all necessary areas within the Division. In the event a conflict arises regarding a specific "flex day" off, approval shall be governed by bargaining unit seniority within the Division.
- F. Participation of any bargaining unit member in the AWS is subject to the immediate supervisor's approval, based on E above. However, the denial of the AWS for an individual bargaining unit member is subject to a labor/management meeting including the Society, the immediate supervisor and the Personnel Office.

G. At the completion of the twelve (12) months pilot program, the Department of Transportation retains the right to terminate the AWS subject to any of the following operational considerations:

- 1) the Department's inability to provide adequate supervision, or
- 2) the Department can demonstrate a significant adverse financial impact.

In addition, at the completion of the twelve (12) month pilot program, the Society, the Department and the Office of the State Employer agree to meet in a labor/management conference to address any problems or complaints arising from the program.

This letter of Understanding shall take effect on July 27, 1986.

William Whitbeck
OSE

Phillip Thompson
MPES

John Lopez
MDOT

Frank Spica
MPES

Signed original of this letter is on file with either MPES or OSE

**APPENDIX B-6
LETTER OF UNDERSTANDING
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
AND THE
OFFICE OF THE STATE EMPLOYER
JULY 24, 1996**

RE: EXECUTIVE ORDERS 1996-1 AND 1996-2

In discussing the issue of substantial adverse impact on bargaining unit employees resulting from Executive Order 1996-1 and Executive Order 1996-2, the parties have agreed to this Letter of Understanding. This Letter of Understanding shall become effective upon Civil Service commission approval, and shall remain in effect until the expiration of the current Secondary Agreements, unless otherwise provided. The parties agree that this Letter of Understanding does not establish any precedent for either party.

The parties agree that alternate work schedules will be continued for moved employees wherever possible. If changes are made, they will be made in accordance with contractual provisions, or the departmental policy or letter of understanding which initially authorized the alternate work schedule.

Methods of accruing compensatory time will continue in accordance with the provisions of Article 19.

Issues regarding vehicle usage and election of per diem travel expenses shall be determined in accordance with the Standardized Travel Regulations and/or departmental policy.

The parties agree that MPES represented bargaining unit employees moved through Executive Orders 1996-1 and 1996-2 will be covered by the departmental secondary agreement in effect within the department to which the employee was moved.

The parties agree that this exhausts the Employer's duty to bargain over the issue of substantial adverse impact on bargaining unit employees resulting from Executive Orders 1996-1 and 1996-2.

Phillip L. Thompson
Executive Director
Michigan Professional Employees Society

Janine M. Winters
Director
Office of the State Employer

Stephen J. Reck
Michigan Professional Employees Society

Patricia Coe
Office of the State Employer

**APPENDIX C-1
DEPARTMENT OF AGRICULTURE
SAFETY AGREEMENT**

Section 1: General

The Department of Agriculture (MDA) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit members. Both management and unit members shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Agriculture shall make reasonable efforts to provide a safe work environment and eliminate recognized hazards in accordance with applicable statutes, regulations, and established industry standards.

Section 2: Rule Compliance

All unit members shall comply with written safety rules and procedures established by the Michigan Department of Agriculture and/or Division management, and with rules established on an emergency basis. Such emergency rules shall be committed to writing at the earliest practicable time.

Section 3: Designation of MPES Safety Representatives

The Department agrees to establish a Departmental Safety Committee as specified in Appendix B. MPES shall be entitled to designate a unit member as the MPES Safety Representative to serve on the Departmental Safety Committee and one alternate. This representative or the alternate is entitled, without loss of pay and with proper notice to his/her supervisor, to resolve safety issues with the Department managers on behalf of unit members in accordance with the procedures outlined in Section 4 of this Article.

To maximum extent possible, the preparation of written requests in accordance with Section 4 will take place on the non-work time of both the MPES Safety Representative and the unit member with the safety issue.

Section 4: Procedure for Safety Issues

If a unit member has a safety issue, he/she will discuss it first with his/her immediate supervisor. The supervisor will provide a verbal response as soon as possible but no later than five (5) days after the discussion.

If not satisfied with the supervisor's response, the unit member shall, within 10 days of response, submit a written request for action to the Division Director, explaining the problem and a suggested solution. The Division Director will investigate and provide a written approval, denial, or plan of action to the unit member within 10 days of receipt of the request, forwarding a copy to MPES.

If not satisfied with the Division Director's response, the unit member shall within 10 days of receiving the response submit a request for action to the MPES Safety Representative. Upon request, the Division Director will meet with the MPES Safety Representative and/or Society Representative. Any resolution of the safety request shall

be confirmed in writing and signed by the Division Director, the requesting unit member, and the Society. Such resolution shall not be grievable.

Failing resolution with the Division Director, the unit member and MPES Safety Representative may submit a request for action to the Departmental Safety Committee with copies of the original written request, the Division Director's response and a statement on why the response was not acceptable. The Departmental Safety Committee will review the request and make a recommendation to the Department Director. The decision of the Department Director will be issued in writing. Upon mutual agreement of the Employer and the unit member or the Society, time limits may be extended.

A unit member who has reasonable cause to believe he/she is in imminent danger or loss of life or serious bodily injury may remove himself or herself from the situation to notify their immediate supervisor or higher authority, after taking reasonable measures to protect the public, other employees and/or Departmental property. The supervisor or higher authority will immediately correct the situation to the extent possible and/or temporarily reassign the employee to another location or work assignment.

Nothing in this Article shall be interpreted so as to prevent MPES or its designated safety representative from providing assistance in the filing of requests made under this Section, or to prevent the filing of a grievance where there is alleged violation of the agreement. The Department agrees that no retributive action will be taken against a unit member who exercises his/her rights under this Article.

The Department's compliance with this Article is contingent on the availability of funds. If the Department is unable to immediately implement a safety measure, the Department shall make a positive effort to obtain the necessary funds.

Failure of the Department to implement safety measures agreed to under this Section shall be grievable in accordance with the provisions of Article IX of the MPES primary agreement.

Section 5: Safety Equipment and Protective Clothing

The Department reserves the right to require employees to use safety equipment properly and to wear required protective clothing. Failure to do so may result in discipline. Safety equipment and protective clothing that is required by the Department or the Division Director shall be furnished to the employee by the Department. The Department shall provide necessary training for the use of required safety equipment.

Section 6: Establishment of Temporary Safety Committee

The parties mutually agree to establish a temporary MPES/Department of Agriculture Safety Committee, comprised of four (4) Unit members appointed by the Society and four (4) representatives appointed by the Department. The purpose of this temporary committee is to discuss and seek solutions for the safety issues of concern listed in Appendix A. Recommendations of the temporary committee shall be submitted to the

appropriate Department authority, together with supporting documentation. In the event the parties are unable to reach resolution within the time frame prescribed below, all outstanding items in Appendix A may be submitted to the Grievance procedure at the Third Step in accordance with the Primary Agreement.

Committee members will be appointed and the first meeting held within four (4) weeks of the effective date of this secondary agreement. It is the intent of the parties to establish subcommittees comprised of one unit member and one department member each to address certain specific issues from Appendix A, bring their recommended solution(s) to the full committee. The Committee will meet bi-weekly for a minimum period of two months to resolve concerns in Appendix A until the Departmental Safety Committee is fully operational. Meetings may be cancelled or moved to another date by mutual agreement. Each unit member appointed to this temporary committee shall receive administrative leave for meetings of the committee and subcommittee to which he/she is assigned.

After the termination of the temporary committee general safety discussions may be conducted under Article VI of the primary agreement.

Section 7: Duration and Termination

This Health and Safety Article, entered into this 26th day of February, 1986, between the Michigan Professional Employees Society and the Department of Agriculture, shall take effect upon ratification by the Society and Civil Service Commission, and shall remain in full force and effect through September 30, 1987.

IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional
Employees Society

For the Department of
Agriculture

Phillip Thompson

Sandra J. Yonker

George Sabolish

Signed original of this letter is on file with either MPES or OSE

Appendix A for Department of Agriculture Safety Agreement

PLANT INDUSTRY DIVISION

Equipment Needs

Eye protection
Face protection
Hardhats and liners
Chemical resistant gloves
Chemical resistant boots
Safety Shoes
Respirators
Dust masks
Air packs
Transport cases
Chemical resistant suits
Sampling equipment
Bee suit
Bee sting kits
Carts for moving gas treated hives
Explosion proof flashlights
Dog repellent

Problems

Working at heights
Dust
Explosive atmospheres
Machinery which may catch clothing
Air quality in confined spaces

Training

Pesticide handling, sampling, application, clean-up, site re-entry
Fire safety
Self-defense, how to avoid dangerous situations
First aid
CPR
Safe driving

Other

Periodic cholinesterase tests and health screening for pesticide exposure
Working alone
Working in remote areas
Threat of assault

ENVIRONMENTAL DIVISION

Equipment Needs

Hardhats and liners
Safety Shoes
Working alone
Working in remote areas

LABORATORY DIVISION

Equipment Needs

Eye washes
Chemical resistant gloves
Eye and face protection
Pipetting aids

Problems

Storage of flammable liquids
Housekeeping
Electrical outlets on fume hoods
Adequacy of fume hoods
Ventilation (fumes "drift" around the building)
Storage of equipment and reagents in fume hoods

Training

First Aid
CPR
Handling accidents and spills

STATE CAR USERS

Equipment

Fire extinguishers
Radios
Rear window defoggers

Training

Safe driving

Problems

Transporting propane tanks
Transporting hazardous materials

A Departmental Safety Committee is to be established in MDA containing a representative from each union (MPES, MSEA, UTEA, UAW) and a volunteer who is a member of the Business and Administrative bargaining unit and 5 management representatives. It will meet bi-monthly or more frequently if needed. If no items are placed on the agenda at least seven calendar days in advance of a scheduled meeting, such meeting will not be held.

The charge to the Departmental Safety Committee is as follows:

1. Develop an overall MDA safety policy for the approval and issuance by the Director's office.
2. Review existing safety procedures and work rules to determine where revisions or new safety procedures and work rules are needed.
3. With the concurrence of the Director's office on #2 above, coordinate with the Divisions to facilitate the drafting of necessary safety procedures/work rules.
4. Review safety concerns and documentation brought to it from time to time by members of management or employees regarding safety equipment or potentially hazardous situations. Make recommendations to the Director's office regarding preferred alternatives including supporting documentation.

**LETTER OF UNDERSTANDING
SECTION 3**

It is agreed by the parties that MPES will designate one unit member to the Departmental Safety Committee and one alternate to serve in the absence of the appointed member. However, if in secondary negotiations during the term of this contract another exclusive representative negotiates more than one member on the Departmental Committee, MPES will be entitled to equal representation.

IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional
Employees Society

Phillip Thompson

George Sabolish

For the Department of
Agriculture

Sandra J. Yonker

Signed original of this letter is on file with either MPES or OSE

APPENDIX C-2
HEALTH AND SAFETY AGREEMENT
FOR THE
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
COMMUNITY PUBLIC HEALTH AGENCY

A. GENERAL

1. The Community Public Health Agency affirms its responsibility for the health and safety of Agency staff during the conduct of official business. The Agency shall be in compliance with applicable health and safety standards, including those prescribed by the Michigan Occupational Safety and Health Act, as amended, and standards promulgated thereunder.
2. The Agency has the responsibility to ensure healthful and safe conditions in its facilities; and the responsibility to instruct employees to comply with prescribed healthful and safe operating rules and procedures. Written health and safety rules and procedures shall be provided to each employee.
3. Employees shall have the responsibility to:
 - a. Comply with established health and safety rules and procedures.
 - b. Report all unhealthful or unsafe working conditions to Agency management.
 - c. Report, on a form prescribed by the Agency, all injuries or illnesses incurred during the performance of their job responsibilities.
 - d. Upon entering the premises or confines of an establishment which has health and safety rules or procedures requiring its own employees to wear or use personal protective equipment, devices, and/or clothing, to comply with said rules of the establishment.
4. Employees who fail to comply with established Agency health and safety rules and procedures may be subject to appropriate disciplinary action, for just cause.
5. In order to carry out its responsibilities and to minimize health and safety risks, the Agency will furnish, without cost to the employee, health and safety equipment, devices, and clothing which have been determined to be necessary, by the Agency, for the performance of employees' work responsibilities. Issues pertaining to the maintenance and issuance of Agency health and safety equipment shall be proper subject of labor-management conferences.

B. HEALTH AND SAFETY COMMITTEE

1. The Society and the Agency hereby adopt, except as otherwise provided in this agreement, the Agency's Health and Safety Policy #4000, and Procedure #4000.1 (or their respective successor).

2. The Society shall endeavor to appoint, as its representative to the Agency Health and Safety Committee, an employee with knowledge and expertise in occupational health and safety. The Society may also appoint an alternate representative who may attend Agency Health and Safety Committee meetings in the absence of its representative.

The Society's representative to the Agency Health and Safety Committee shall be granted administrative leave for the purpose of attending meetings of the Committee.

- a. Any alleged or potential health and safety hazard shall be referred to the Agency's Health and Safety Officer for investigation and recommendations to the Agency's Health and Safety Committee. The Health and Safety Officer shall render, in a timely fashion, the Agency's findings and conclusions in such matters. If such findings are reduced to writing, the Agency shall provide a copy of the document to the Society.
- b. Any alleged or potential health and/or safety hazard which is not resolved by the Agency, in a timely manner, to the satisfaction of the Society, may be referred, for investigation and recommendations, to recognized experts, including but not limited to, the National Center For Disease Control; the State Fire Marshal; and the Michigan Department of Consumer and Industry Services. Recommendations from recognized experts, to whom an alleged or potential health and safety hazard has been referred, shall be considered as appropriate subject matter for labor-management conferences.

An allegation of the Agency's failure to correct an alleged or potential health and/or safety hazard, to the Society's satisfaction, may be timely grieved at the Agency, beginning at Step Two of the grievance procedure.

C. SOCIETY NOTIFICATION

1. The Society's office shall be notified of any and all prescheduled health and/or safety related inspections to be conducted at Agency work sites where Society members are employed.
 - a. The Society may designate a member to accompany said inspector(s).
 - b. The Society member, accompanying the inspector(s), shall be granted administrative leave for the time spent on the inspection(s).
 - c. The Agency Health and Safety Officer shall furnish to the Society, forthwith, a copy of any and all written documents resulting from said inspections at work sites and associated common areas where Society members are employees.

2. The Agency shall notify the Society of any proposed change to Policy #4000 and/or Procedure #4000.1 (or their respective successor) which may infringe upon any existing right accorded to Society members, as specified therein.
 - a. The Society may request a labor-management conference to discuss any proposed change to the policy and/or procedure.
 - b. In the event that the issue of infringement upon an existing right accorded to Society members, as specified in the policy and/or procedure, cannot be resolved in a labor-management conference, the Society reserves the right to reopen his health and safety agreement.

A. DURATION

This health and safety agreement, entered into this 18 day of June 1996, between the Michigan Professional Employees Society and the Community Public Health Agency, shall take effect upon ratification by the Society and the Civil Service Commission, and shall remain in full force and effect through December 31, 1998.

For the Michigan Professional
Employees Society

Phillip L. Thompson

Stephen Reck

For the Community Public
Health Agency

Winnona Jackson

Arthur Andrews

Signed original of this letter is on file with MPES

APPENDIX C-3
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
HEALTH AND SAFETY AGREEMENT

SECTION 1. GENERAL

The Department of Environmental Quality (DEQ) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit members. Both management and bargaining unit members shall cooperate to identify unsafe working conditions and practices and work toward their elimination. Management shall make every effort to provide a safe work environment and eliminate recognized hazards in accordance with all federal, state and local health and safety laws and regulations. The parties recognize that retaliation for identifying health and/or safety hazards is unacceptable and appropriate corrective measures shall be taken for such action(s).

SECTION 2. HEALTH AND SAFETY COMMITTEE

The parties agree to establish an MPES/DEQ Health and Safety Committee comprised of up to three (3) MPES members and an equal number of management representatives. The Parties may mutually agree to add additional members.

The Committee shall be co-chaired by an MPES Representative and the Department Health and Safety Representative. The Committee shall meet quarterly, or more frequently if mutually agree, to address any health and safety concerns of the Scientific and Engineering Unit Members within the DEQ. Meetings shall be subject to reasonable scheduling, and Unit Members shall receive administrative leave for attendance at meetings, participation, necessary travel, and reasonable preparation for all Committee activity. The Committee shall submit written recommendations to the Department for proposed implementation. The Department shall respond to the Committee within 10 work days and make every effort to implement the Committee's recommendations within 90 calendar days, or respond in writing to the Committee Co-Chairs as to a suitable time schedule for implementation, any suggested modification(s), or reasons for non-implementation.

The Department Health and Safety Representative shall provide MPES with a current list of all DEQ Division Health and Safety Coordinators and Building/Facility Managers on a quarterly basis. Any questions or concerns about health and safety issues should be directed through the immediate supervisor first. If no satisfactory resolution is obtained, the Unit Member(s) should contact their Division Health and Safety Coordinator. If no satisfactory resolution is obtained at that level, the Unit Member(s) should contact the Department Health and Safety Representative or an MPES Staff Representative. Whenever possible, a follow-up response shall be made to the Unit member who raised the question/issue, with a copy to MPES describing what actions were taken by the Department to resolve the immediate concern.

SECTION 3. TRAINING

The Department recognizes the importance and benefits of training for Unit Members in the area of Health and Safety and shall make every effort to make such training available to staff (i.e., CPR/Basic First Aid, Ergonomics, Indoor Air Quality, Workplace Violence, Dealing with Difficult People).

SECTION 4. BUILDINGS

The Department shall make every effort to maintain buildings or facilities occupied by Unit Members in accordance with the Michigan Occupational Safety and Health Act (MIOSHA) standards and reasonable efforts to maintain good housekeeping and maintenance practices.

Every reasonable effort will be made to have pesticide spraying or the use of chemical agents that may get into the ventilation system conducted after business hours and/or on weekends to allow sufficient time for the area to be ventilated. If such spraying or use of chemical agents must occur during business hours, management shall provide at least 24 hours notice to Unit Members stating (when available) the activity, the location, duration, and the availability of Materials Safety Data Sheets (MSDS).

When major renovation or reconstruction of a building or portion thereof is planned, potentially affected members shall receive prior notice of such work. Unit Member concerns may be addressed through the Labor/Management Conference forum.

SECTION 5. HEPATITIS B / INFECTIOUS MATERIALS VACCINATIONS

The MPES/DEQ Health and Safety Committee shall review types of duties performed by Unit Members and identify those duties which may cause a substantial risk of exposure to infectious materials. Unit Members who perform these duties may be scheduled to receive the appropriate vaccination series to prevent infection. This review shall be completed by the second regularly scheduled quarterly meeting of the Committee. In those cases where a Unit Member has been exposed to Hepatitis B or other infectious materials in the course of their employment, the Department shall provide the necessary post-exposure testing and treatment.

SECTION 6. PROTECTIVE CLOTHING

The Department may provide exterior winter clothing suitable for work duties to Unit Members whose duties require that they be routinely exposed to winter temperatures.

This Health and Safety Agreement, entered into 26th day of June, 1996 between the Michigan Professional Employees Society and the Department of Environmental Quality, shall take effect upon ratification by the Society and the Civil Service Commission, and shall remain in full force and effect through December 31, 1998.

Cindy Mason, MPES

Frank R. Russell, DEQ

Phillip L. Thompson, MPES

Signed original of this Agreement is on file with MPES and/or DEQ

APPENDIX C-4

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
HEALTH AND SAFETY AGREEMENT**

Section 1: General

The Department of Natural Resources (DNR) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit members. Both management and unit members shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Natural Resources DNR shall endeavor to provide a safe and healthful work environment and eliminate recognized hazards.

Section 2: Health and Safety Committee

The Parties agree to establish an MPES/Department Health and Safety Committee comprised of up to three (3) MPES members and an equal number of management representatives. The Parties may mutually agree to add additional members.

The Committee shall meet as needed to address any health or safety concerns of the Scientific and Engineering Unit members within the DNR. The Committee shall not, however, meet more frequently than monthly unless MPES and DNR mutually agree. Meetings shall be subject to reasonable scheduling, and Unit members shall receive administrative leave for participation, necessary travel, and reasonable preparation for all committee activity.

Section 3: Resolution of Problems

The Parties agree to reduce to writing any recommendations for resolution of health or safety concerns and forward them to the appropriate Division Chief(s) with a copy to the Department Safety Officer and appropriate Department Deputy.

Division Chief(s) shall endeavor to implement recommendations of this joint Health and Safety Committee within thirty (30) days, or respond in writing to the Committee as to a suitable time schedule for implementation, any suggested modification(s), or reasons for non-implementation. Copies of this response shall be provided to Department Safety Officer and Department Director.

Health and Safety issues that cannot be satisfactorily resolved by the joint Health and Safety Committee shall be subject to the Labor/Management Conference provision of the MPES/OSE Agreement.

For the Michigan Professional
Employees Society

Cindy Mason

Phillip Thompson

For the Department of Natural
Resources

Riley Lentz

APPENDIX C-5
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
MICHIGAN DEPARTMENT OF STATE POLICE
HEALTH AND SAFETY AGREEMENT

SECTION A: GENERAL

1. The Department of State Police recognizes its responsibility to maintain a safe and healthful work place and will make reasonable efforts to do so.
2. The Department of Sate Police will operate in accordance with all federal, state and local health and safety laws and regulations.

SECTION B: FORENSIC SCIENCE DIVISION SAFETY POLICY

1. The Forensic Science Division Safety Policy shall be as outlined in the Forensic Science Division Quality Manual SM 1-8 or its subsequent revision/update.
2. Additions to the Division Safety Policy may be locally established if the Employer determines that there exists a condition and/or situation unique to a given laboratory.
3. The Department of State Police shall furnish to each unit member and the Society a printed copy of the Forensic Science Division Safety Policy, including any applicable additions. The Safety Officer shall distribute the policy to the unit members who shall sign for receipt thereof.
4. Unit members who fail to comply with provisions of the Forensic Science Division Safety Policy may be subject to disciplinary action.

SECTION C: TRAINING

1. At times and locations determined by the Employer, the Department of State Police shall train unit members assigned to the Forensic Science Division in basic first aid and CPR (Cardio-Pulmonary Resuscitation) every other year. This training shall be tailored towards incidents that may occur in the Forensic Science Division. Forensic Science Division unit members shall be exempted from this training only upon presentation to the Employer of comparable certification. Failure to complete such training shall not be considered as failure to provide the necessary training by the Employer.
2. At times and locations determined by the Employer, periodic laboratory safety training shall be provided to all Forensic Science Division unit members. This training will be provided as part of the orientation process for new employees, and other courses may be available upon request. Such requests, including topic desired and suggested date and time, shall be submitted to the Safety Officer and forwarded to the Laboratory Director.
3. Unit members shall be considered on duty (except as provided herein) for purposes of travel to and participation in any of the above-cited training. Failure to complete all phases of the training provided may, at the discretion of the Employer, require the employee to utilize leave credits for such training.
4. The Department of State Police shall offer unit members working in the Fire Marshal Division Basic Aid and CPR (Cardio-Pulmonary Resuscitation) on a

yearly basis. This training shall be tailored towards the work performed in this Division. Participation in this training for these unit members is voluntary.

5. Content of the above-cited training shall be subject to the operational needs of the Employer.
6. Administration of the above-cited training shall be subject to the availability of funds. The Department shall make a good faith effort to procure such funds.

SECTION D: SAFETY EQUIPMENT AND CLOTHING

1. The Department shall furnish, without cost to the unit member, safety equipment and clothing required by the Employer.
2. The Department shall make available to each unit member, upon request and without cost, safety glasses suitable to wear over prescription glasses while in the laboratory. Such safety glasses will be the Norton 180 or other similar model.
3. Unit members shall exercise reasonable care in the use of Employer furnished safety equipment.
4. The Department shall provide appropriate instruction or training in the proper use of required safety equipment.
5. The Department shall endeavor to maintain all departmental safety equipment in accordance with manufacturers' recommendations.
6. Unit members who fail to comply with departmental safety policies and/or procedures, including those governing safety equipment or clothing, may be subject to disciplinary action.
7. The Department shall furnish three (3) scrub suits to each unit member in the DNA and Serology units. The Department as guided by health and safety law, including law as it pertains to blood born pathogens may require the wearing of the scrub suits. Upon request the Department shall furnish the scrub suits to Forensic Science bargaining unit members not required to wear them but who chose to wear them on a voluntary basis. These will be provided at no cost to the unit members as noted above and shall be laundered at the employer's expense. Shoe and boot protectors will also be provided at no cost to the unit members.

The unit members who have been furnished scrub suits and shoe/boot protectors shall be required to wear this additional protective clothing, plus laboratory coats, in accordance with the biohazard specimen handling procedures outlined in Forensic Science Division Quality Manual SM-1, II (A-C).

SECTION E: SMOKING

1. The Department of State Police smoking policy shall be as outlined in File 02 (15) 86 of 12/15/86 or its subsequent revision/update.

SECTION F: HEPATITIS B VACCINE

1. The Employer shall make Hepatitis B Vaccine available to all unit members of the Forensic Science Division pursuant to existing state and federal law. The vaccine shall be administered by licensed medical practitioners selected by the Employer. A follow up blood test will be given to verify the presence of anti-bodies.

SECTION G: SAFETY CONCERNS

1. Safety concerns of unit members shall be addressed as provided for in departmental policies subject to the following:

- a) Safety Officers shall be qualified volunteers and will be other than the work site supervisor. If a qualified volunteer is unavailable, the position shall be filled as specified in the Forensic Science Division Quality Manual SM-1, Part 7 (B,2). This position shall be filled by that individual for a minimum of one year and a maximum of three years if the unit member did not volunteer. The Safety Officer and their immediate supervisor shall work together to coordinate the work load between safety duties and regular caseload.

The Department shall provide a list of duties to the Safety Officer. The duties of the Safety Officer and priorities of the duties may change based on operational need. The Department will revise the list as needed.

A unit member will verbally report a safety concern to the designated Safety Officer at his/her work site.

- b) The Safety Officer will investigate the concern and respond verbally within 10 working days of notification.
- c) If, within 10 working days, the matter is not resolved by the Safety Officer, the unit member shall report the concern in writing by interoffice correspondence to the work site supervisor.
- d) The work site supervisor will investigate and respond in writing by interoffice correspondence to the unit member with 10 working days of the date received.
- e) If, within 10 working days, the matter is not resolved by the work site supervisor, the unit member shall report the concern, in writing by interoffice correspondence, to the Division Director.
- f) The Division Director shall investigate and respond in writing to the unit member within 10 working days.
- g) Failure to respond within the designated time shall entitle the unit member to proceed to the next step of this procedure.

2. Safety concerns of unit members which are not resolved under Paragraph 1 may be discussed in Labor-Management Conferences as provided for in Article 6 of the primary Agreement.

3. The provisions of this section shall supersede all other procedures for raising safety concerns and shall be invoked prior to use of the grievance procedure. The grievance procedure may be timely invoked after efforts under Paragraph 2 have failed to resolve a safety issue.

SECTION H: DURATION

This agreement, entered into the 25th day of June, 1996, between the Michigan Professional Employees Society and the Michigan Department of State Police, shall take effect upon ratification by the Society and the Civil Service Commission, and shall remain in full force and effect until the parties, through primary negotiations agree to pen this Agreement at the secondary level.

IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional
Employees Society

Cindy Mason

Phillip L. Thompson

For the Michigan Department
of State Police

Karen Hagen

APPENDIX D
SHIFT ASSIGNMENTS COVERING
SCIENTIFIC AND ENGINEERING BARGAINING
UNIT EMPLOYEES WORKING FOR THE
DEPARTMENT OF MENTAL HEALTH
[Subsequently renamed Department of Community Health]

When it is determined that operational needs require the assignment of work hours that are different from the work shifts as defined in Article 19 of the MPES/State of Michigan Primary Agreement, such assignments of bargaining unit employees shall be made as follows:

- A. Any proposed schedule changes for bargaining unit members outside the work shifts defined in Article 18 of the MPES/State of Michigan Primary Agreement shall be reduced to writing by the facility and distributed to affected bargaining unit members.
- B. Affected bargaining unit members within the facility will be given up to five (5) work days to reach voluntary agreement as to which employees shall work specific available schedules. Decisions reached in this manner shall be reduced to writing and presented to the individual designated by the facility within the five (5) working day period.
- C. In the event no voluntary agreement is presented to the facility designee, bargaining unit members will select available work schedules based on seniority, as defined in Article 11 of the primary agreement in the following manner:
 - 1. The affected bargaining unit member, in seniority order, beginning with the most senior, shall have the opportunity to select his/her preferred work schedule and notify the facility designee within five (5) work days after the facility has notified employees that assignments will be made based on seniority.

In the event some schedules remain open the facility designee shall assign employees to the remaining available schedules.

- D. Bargaining unit members shall be allowed to bid on any new or vacated schedules within their class, level and facility if the facility intends to fill the position. Such positions bid on will be filled based on seniority.
- E. Bargaining unit members of equal qualifications may voluntarily agree to switch work schedules with other bargaining unit members of the same class, level and facility. Such voluntary agreements will be subject to supervisory approval, however, shall not be unreasonable denied.

F. Any affected bargaining unit members work schedules shall be determined according to this secondary agreement within twenty (20) work days after ratification of this agreement.

This does not preclude changes in work schedules within the term of this agreement.

G. It is understood by the parties that the intent of this secondary agreement is to determine the method of scheduling bargaining unit members for consistent work schedules (as opposed to rotating work schedules). Requests for rotating work schedules may be implemented by mutual agreement of the parties. If agreement is not reached the issue will be subject to negotiation between MPES and the Department at the request of either party.

H. The terms of this secondary agreement shall continue in full force and effect through December 31, 1990 unless modified by mutual agreement or negotiation between MPES and the Department of Community Health (formerly Mental Health).

Phillip Thompson
MPES 7/22/88

Thomas E. Adams
DMH 7/22/88

MPES/DMH Secondary Bargaining Team

Edward Novak
Richard Kujda

Jeff Fiszbein
Bonnie Weitzel

Signed original of this letter is on file with either MPES or OSE

**APPENDIX E-1
STATEWIDE RECALL REQUEST FORM
SCIENTIFIC/ENGINEERING UNIT**

NAME: _____

SS# _____

TELEPHONE: _____ CURRENT CLASS/LEVEL:

Article 12 (Layoff and Recall) of the Agreement between the State of Michigan and the Michigan Professional Employees Society provides laid off employees certain rights to recall. The following information is essential in protecting your rights. You will be considered for recall only to those positions in classifications and locations you have indicated on this form. This form must be completed and delivered to the department personnel office within seven days of the effective date of your layoff.

I agree to accept recall to positions as indicated below:

- Any position in my current classification and level (Primary Class).
- Any position in a classification in the bargaining unit in which I have achieved Civil Service status (Secondary Class).
- I am interested in being considered for appointment to positions, for which I may be qualified, in the following classifications:

1. _____ 3.

_____ 2. . _____ 4.

I understand that appointment to such a position shall be subject to Civil Service certification requirements and that it is my obligation to take the necessary steps to have my name placed on a "referral" list for the above classifications. I wish to be placed on recall lists and to be considered for appointment to positions in the counties I have indicated below:

- | | | | | |
|-------------------------------------|---|-------------------------------------|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Alcona | <input type="checkbox"/> Clare | <input type="checkbox"/> Iosco | <input type="checkbox"/> Marquette | <input type="checkbox"/> Otsego |
| <input type="checkbox"/> Alger | <input type="checkbox"/> Clinton | <input type="checkbox"/> Iron | <input type="checkbox"/> Mason | <input type="checkbox"/> Ottawa |
| <input type="checkbox"/> Allegan | <input type="checkbox"/> Crawford | <input type="checkbox"/> Isabella | <input type="checkbox"/> Mecosta | <input type="checkbox"/> Presque Isle |
| <input type="checkbox"/> Alpena | <input type="checkbox"/> Delta | <input type="checkbox"/> Jackson | <input type="checkbox"/> Menominee | <input type="checkbox"/> Roscommon |
| <input type="checkbox"/> Antrim | <input type="checkbox"/> Dickinson | <input type="checkbox"/> Kalamazoo | <input type="checkbox"/> Midland | <input type="checkbox"/> Saginaw |
| <input type="checkbox"/> Arenac | <input type="checkbox"/> Eaton | <input type="checkbox"/> Kalkaska | <input type="checkbox"/> Missaukee | <input type="checkbox"/> Sanilac |
| <input type="checkbox"/> Baraga | <input type="checkbox"/> Emmet | <input type="checkbox"/> Kent | <input type="checkbox"/> Monroe | <input type="checkbox"/> Schoolcraft |
| <input type="checkbox"/> Barry | <input type="checkbox"/> Genesee | <input type="checkbox"/> Keweenaw | <input type="checkbox"/> Montcalm | <input type="checkbox"/> Shiawassee |
| <input type="checkbox"/> Bay | <input type="checkbox"/> Gladwin | <input type="checkbox"/> Lake | <input type="checkbox"/> Montmorency | <input type="checkbox"/> St. Clair |
| <input type="checkbox"/> Benzie | <input type="checkbox"/> Gogebic | <input type="checkbox"/> Lapeer | <input type="checkbox"/> Muskegon | <input type="checkbox"/> St. Joseph |
| <input type="checkbox"/> Berrien | <input type="checkbox"/> Grand Traverse | <input type="checkbox"/> Leelanau | <input type="checkbox"/> Newaygo | <input type="checkbox"/> Tuscola |
| <input type="checkbox"/> Branch | <input type="checkbox"/> Gratiot | <input type="checkbox"/> Lenawee | <input type="checkbox"/> Oakland | <input type="checkbox"/> Van Buren |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Hillsdale | <input type="checkbox"/> Livingston | <input type="checkbox"/> Oceana | <input type="checkbox"/> Washtenaw |
| <input type="checkbox"/> Cass | <input type="checkbox"/> Houghton | <input type="checkbox"/> Luce | <input type="checkbox"/> Ogemaw | <input type="checkbox"/> Wayne |
| <input type="checkbox"/> Charlevoix | <input type="checkbox"/> Huron | <input type="checkbox"/> Mackinac | <input type="checkbox"/> Ontonagon | <input type="checkbox"/> Wexford |

Cheboygan Ingham Macomb Osceola
 Chippewa Ionia Manistee Oscoda

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list. Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Employee Signature

Date

**APPENDIX E-2
DEPARTMENT OF AGRICULTURE
RECALL FORM**

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below.

- Region 1
- Region 2
- Region 3
- Region 4
- Region 5
- Region 6
- Region 7

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Employee Signature

Date

**APPENDIX E-3
DEPARTMENT OF COMMUNITY HEALTH
MPES DEPARTMENTAL RECALL FORM**

I wish to be placed on recall lists and to be considered for appointment to positions in the agencies I have indicated below:

- Caro Center
- Central Office (Includes Upper Peninsula Laboratory & MLK Blvd.)
 - Upper Peninsula Laboratory (Only)
 - Martin Luther King Boulevard Complex Laboratory (Only)
- Center for Forensic Psychiatry
- Hawthorn Center
- Huron Valley Center (Corrections/Mental Health Services)
- Ionia Clinical Complex (Corrections/Mental Health Services)
- Jackson Clinical Complex (Corrections/Mental Health Services)
- Kalamazoo Psychiatric Hospital
- Mt. Pleasant Center
- Northville Psychiatric Hospital
- Office of Aging (Autonomous Type 1 Agency)
- Southeast Clinical Complex (Corrections/mental Health Services)
- Southgate Center
- Walter Reuther Psychiatric Hospital

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in access and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Employee Signature

Date

**APPENDIX E-4
DEPARTMENT OF TRANSPORTATION
RECALL FORM**

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below.

- Superior Region
- North Region
- Bay Region
- Grand Region
- Southwest Region
- University Region
- Metro Region
- Lansing Area, Including Secondary Complex And the Bureau of Aeronautics

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Employee Signature

Date

APPENDIX F-1
DEPARTMENTAL LAYOFF UNIT MAPS

Department of Natural Resources

APPENDIX F-2
DEPARTMENTAL LAYOFF UNIT MAPS

Department of Environmental Quality

APPENDIX F-3
DEPARTMENTAL LAYOFF UNIT MAPS

Department of Agriculture

**APPENDIX G
LONGEVITY COMPENSATION PLAN SCHEDULES OF PAYMENTS FOR MPES**

5	10,400	\$260
6	12,480	
7	14,560	
8	16,640	
9	18,720	300
10	20,800	
11	22,880	
12	24,960	
13	27,040	370
14	29,120	
15	31,200	
16	33,280	
17	35,360	480
18	37,440	
19	39,520	
20	41,600	
21	43,680	610
22	45,760	
23	47,840	
24	49,920	
25	52,000	790
26	54,080	
27	56,160	
28	58,240	
29 & Over	60,320 & Over	1040

A. Eligibility.

1. Career employees who separate from state service and return and complete five years (10,400 hours) of full-time continuous service prior to October first of any year shall have placed to their credit all previous state classified service earned.
2. To be eligible for a full annual longevity payment after the initial payment, a career employee must have completed continuous full-time classified service equal to the service required for original eligibility, plus a minimum of one additional year (2080 hours).

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

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

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

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

3. Annual payments.

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

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

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

5. Lost time considerations.

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

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

6. Payment to employees on unpaid leave of absence or layoff on October 1.

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

- b. An employee on a waived rights leave of absence will receive a pro rata longevity payment upon returning from leave.
7. Effective with the pay period beginning August 20, 2000 the anniversary date longevity system will be discontinued. Payments for the conversion period will be as outlined below.
- a. If the employee has more than 12,480 hours prior to October 1, 2000 and has received a longevity payment since the end of the last fiscal year, the employee shall receive a pro-rated payment in October 2000 based on the number of hours in pay status between the longevity anniversary date and October 1, 2000.
 - b. If the employee has more than 12,480 hours of continuous service prior to October 1, 2000 and has not received a longevity payment since September 30, 1999, the employee's longevity payment in October, 2000 will be calculated based on the number of hours in pay status between his/her last longevity anniversary date and October 1, 2000, as a percentage of 2,080 hours. If an employee is scheduled to receive an anniversary longevity payment on or after August 20, 2000 but before October 1, 2000, the employee's longevity payment in October, 2000 will include both the anniversary longevity payment amount and an additional amount based on the number of hours the employee has been in pay status between the longevity anniversary date and October 1, 2000.
8. Payment at retirement or death -- an employee with 10,400 hours of currently continuous service, who separates by reason of retirement or death, shall qualify and receive both a terminal and a supplemental payment as follows:
- a. A terminal payment, which shall be either:
 - 1) A full initial longevity payment based upon the total years of both current and prior service, if the employee has not yet received an initial longevity payment; or,
 - 2) A pro rata payment for time worked from the preceding October 1 to the date of separation, if previously qualified. the pro rata payment is based on hours in pay status since October 1 of the current fiscal year.
 - b. A supplemental payment for all time previously not counted in determining the amount of prior longevity payments, if any.
- C. Longevity Overtime. Upon conversion, the regular rate add-on for longevity will be calculated and paid retroactively for overtime worked in the previous fiscal year. this amount will be included in the longevity payment. In 2000 only, the regular rate add-on for longevity will be calculated retroactively for overtime worked on and between August 20, 2000 and September 30, 2000, and will be paid with the longevity payment in the first full pay period in October 2000.

**APPENDIX H
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 through 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.

Phillip Thompson
For the Union

William Whitbeck
For the Employer

Signed original of this letter is on file with either MPES or OSE

**APPENDIX I
AGREEMENT**

JOINT COMMITTEE ON NATIONAL HEALTH CARE REFORM

WHEREAS, the parties to this agreement recognize that our nation's health care system has reached a state of crisis and have agreed to work jointly to achieve a national consensus for health care reform; and

WHEREAS, the Michigan Corrections Organization, Local 526-M; Local 31-M; and the Michigan Professional Employees Society are all locals of the Service Employees International Union. AFL-CIO ("SEIU") and have each entered into Letters of Agreement with the State of Michigan providing for the formulation of a Joint Committee on Health Care Reform and setting out certain principles by which the efforts of that Committee will be guided; and

WHEREAS, the parties wish now to designate the members of the Joint Committee on National Health Care Reform.

NOW, therefore, the parties agree as follows:

1. On behalf of labor, SEIU designates the following members of the Joint Committee on National Health Care Reform:
 - Paul Policicchio, International Vice President, SEIU and President of Michigan Local 79, SEIU (Detroit).
 - Vicki Cook Bumbaugh, President, Michigan Local 31-M, SEIU.
 - Phillip L. Thompson, Executive Director, Michigan Professional Employees Society, SEIU.
 - Fred R. Parks, Executive Director, Michigan Corrections Organization, Local 526-M, SEIU.

2. On behalf of management, the State of Michigan designates the following members of the Joint Committee on National Health Care Reform:
 - Dennis Schornack, Senior Policy Advisor to the Governor.
 - Vernice Davis Anthony, Director of the Department of Public Health.
 - Mark Murray, Director of the Office of Health and Human Services of the Department of Management and Budget.
 - William C. Whitbeck, Director of the Office of the State Employer.

John J. Sweeney
President, SEIU

John Engler
Governor, State of Michigan

Signed original of this letter is on file with either MPES or OSE

**APPENDIX J
LETTER OF UNDERSTANDING**

RE: P-RATE AND RETENTION/HIGH SECURITY

This Letter of Understanding is entered into between the State of Michigan, represented by the Office of the State Employer, and the Michigan Professional Employees Society, exclusive representative for the Scientific and Engineering bargaining unit.

1. Article 2, Section A of the parties' current collective bargaining agreement incorporates by reference the Rules and Compensation Plan ("Plan") of the Michigan Civil Service Commission which were in effect on the effective date of the agreement, unless the subject matter of such rules and compensation plan is covered in the agreement.

2. Section 4, IV of the Compensation Plan provides that employees who are currently receiving the forty cents (\$.40) per hour prison rate (eligibility for which is provided in Article 25, Section I of the current collective bargaining agreement), who have two years of continuous service, and whose work stations are described in Section 4, IV, B.2 of the Plan shall be paid a "Retention/High Security" pay premium of an additional ten cents (\$.10) per hour, for a total of fifty cents (\$.50) per hour above regular rates. Retention/high security pay and prison rate shall not be applied simultaneously. All other provisions of Section 4, IV of the Plan shall apply in accordance with their terms.

3. As full and final resolution of any and all grievances, claims, or other disputes regarding implementation of Retention High Security pay for members of this bargaining unit, the parties agree to implement the provisions of the Section 4, IV of the Compensation Plan effective upon ratification by the members of the Scientific and Engineering bargaining unit and approval by the Civil Service Commission of a voluntary economic agreement for Fiscal Year 1993-94.

Phillip L. Thompson
For the Society

James Wilson
For the Employer

Date: 11/19/92

Date: 11/19/92

Signed original of this letter is on file with either MPES or OSE

**APPENDIX K- SELECT CITIES
TRAVEL EXPENSE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED
EMPLOYEES
EFFECTIVE JANUARY 1, 2002
- SUBJECT TO CHANGE -**

MICHIGAN SELECT CITIES AND COUNTIES			
Cities		Counties	
Ann Arbor Charlevoix Gaylord Mackinac Island Petoskey Traverse City		All of Wayne All of Oakland	
OUT-OF-STATE SELECT CITIES			
STATE	SELECT CITY OR COUNTY AS DEFINED	STATE	SELECT CITY OR COUNTY AS DEFINED
California	DEATH VALLEY	Maryland	OCEAN CITY
California	LOS ANGELES	Minnesota	MINNEAPOLIS / ST. PAUL
California	MAMMOTH LAKES	Missouri	ST. LOUIS
California	SAN DIEGO	Montana	BIG SKY
California	SAN FRANCISCO	New Mexico	SANTA FE
California	SAN JOSE	New York	THE BRONX/BROOKLYN/QUEEN S
California	SUNNYVALE / PALO ALTO	New York	MANHATTAN
California	YOSEMITE NATIONAL PARK	Ohio	CINCINNATI
Colorado	ASPEN	Pennsylvania	PHILADELPHIA
Colorado	TELLURIDE		
Colorado	VAIL		
DC	WASHINGTON, DC (also the cities of Alexandria, Falls Church, and Fairfax, and the counties of Arlington, Loudoun, and Fairfax in Virginia; and the counties of Montgomery and Prince Georges County in Maryland.		
Florida	FT. PIERCE	Pennsylvania	PITTSBURGH
Florida	KEY WEST		
Florida	PALM BEACH (also the cities of Boca Raton, Delray Beach, Jupiter, Palm Beach Gardens, Palm Beach	Texas	DALLAS

Illinois	Shores, Singer Island, and West Palm Beach)	Utah	PARK CITY
Massachusett s	CHICAGO	Virginia	WINTERGREEN
Massachusett s	BOSTON		
Massachusett s	CAMBRIDGE		
Massachusett s	MARTHAS VINEYARD	Washington	SEATTLE
Massachusett s	NANTUCKET		

**APPENDIX L-1
LETTER OF UNDERSTANDING
ANNUAL PERFORMANCE EVALUATION SYSTEM**

During negotiations in 2001, the parties discussed the annual performance evaluation system recently instituted. In the event that the union identifies concerns over the implementation of the process, they may request a meeting with the office of the state employer to review and attempt to resolve the concerns.

For the Union

For the Office of the
State Employer

Cindy Kalinowski

Janine M. Winters

**APPENDIX L-2
LETTER OF UNDERSTANDING
HUMAN RESOURCES MANAGEMENT NETWORK (HRMN)**

During negotiations in 2001 the parties reviewed changes in terminology that resulted from the implementation of the new payroll-personnel system, HRMN. The parties have elected to continue to use terminology that existed prior to the implementation of HRMN even though that same terminology is not utilized in HRMN. The parties agree that the HRMN terminology does not alter the meaning of the contract language unless specifically agreed otherwise.

An example of this are the terms “transfer, reassignment, and demotion” which are called “job change” in HRMN. The HRMN history record will show each of these

transactions as a job change, however they will continue to have the same contractual meaning they had prior to the implementation of HRMN.

For the Union

Cindy Kalinowski

For the Office of the
State Employer

Janine M. Winters

**APPENDIX M
LETTER OF UNDERSTANDING
ARTICLE 24**

The following Rules for Network Use will be used by the parties in determining in and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some state employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside Michigan:

Members who need medical care when away from Michigan can take advantage of the third party administrator's national PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary care -- two primary care physicians (PCP) within 15 miles;
- Specialty care -- two specialty care physicians (SCP) within 20 miles; and
- Hospital -- one hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

Member costs associated within in-network or out-of-network use

	In-Network	Out-Of-Network
Deductible	\$200/individual \$400/family	\$500/individual \$1,000/family
Co-payments	office visits \$10 services 0% or 10% emergency 0%	most services 10% (see 2. Below)
Preventive services	covered at 100% limited to \$500 per calendar year per person; in January 2004, limit increases to \$750	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 N
ARTICLE 24
STATE HEALTH PLAN PPO – BENEFIT CHART**

	State Health Plan (PPO)	
	In-Network	Out-of-Network
Preventive Services - Limited to \$500 per calendar year per person (In January 2004, limit increases to \$750)		
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered -100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered -100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered -100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered -100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered - 100%	Not covered
Fecal Occult Blood Screening	Covered -100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered - 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered - 100%, one per calendar year	Not covered
Mammography		
Mammography Screening	Covered - 100%	Covered - 90% after deductible
	One per calendar year, no age restrictions	
Physician Office Services		
Office Visits	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered - 100% after deductible	Covered - 90% after deductible. must be

	deductible	deductible, must be medically necessary
Office Consultations	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room- approved diagnosis, prudent person rule	Covered - 100% for emergency medical illness or accidental injury	Covered - 100% for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered - 100% after deductible	Covered - 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered - 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered - 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered - 100% after deductible	Covered - 90% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered - 100% after deductible Unlimited Days	Covered - 90% after deductible Unlimited Days
Inpatient Consultations	Covered - 100% after deductible	Covered - 90% after deductible
Chemotherapy	Covered - 100% after deductible	Covered - 90% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered - 100% after deductible	Covered – 90% after deductible

Agreement Between
The State of Michigan and The Michigan Public Employees , SEIU Local 517M

	120 days per confinement	
Hospice Care	Covered - 100%	Covered - 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered - 100% after deductible	Covered - 100% after deductible
	Unlimited visits	
Surgical Services		
Surgery - includes related surgical services	Covered - 100% after deductible	Covered - 90% after deductible
Voluntary Sterilization	Covered - 100% after deductible	Covered - 90% after deductible
Human Organ Transplants		
Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered - 100% after deductible	Covered - in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow - when coordinated through the TPA - specific criteria applies	Covered - 100% after deductible	Covered - 90% after deductible
Kidney, Cornea and Skin	Covered - 100% after deductible	Covered - 90% after deductible
Mental Health Care and Substance Abuse - Covered under non-BCBSM contract		
Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only
Other Services		
Allergy Testing and Therapy	Covered - 100% after	Covered - 90% after

Agreement Between
The State of Michigan and The Michigan Public Employees , SEIU Local 517M

	deductible	deductible
Rabies treatment after initial emergency room treatment	Covered - 100% after deductible	Covered - 90% after deductible
Chiropractic Spinal Manipulation	Covered - 90% after deductible	Covered - 90% after deductible
	Up to 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	
Durable Medical Equipment	Covered - 90% after deductible	Covered - 90% after deductible
Prosthetic and Orthotic Appliances	Covered - 90% after deductible	Covered - 90% after deductible
Private Duty Nursing	Covered - 90% after deductible	Covered - 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program	\$10 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered - 90% after deductible (up to 20 visits annually)	Covered - 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	
Deductible, Co-pays and Dollar Maximums		
Deductible	\$200 per member; \$400 per family	\$500 per member; \$1,000 per family
Co-pays		
- Fixed Dollar Co-pays - Do not apply toward deductible	\$10 for office visits/consultations	

Agreement Between
The State of Michigan and The Michigan Public Employees , SEIU Local 517M

- Percent Co-pays - MH/SA co-pays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MHSA outpatient, chiropractic, durable medical equipment, prosthetic and orthotic appliances, and private duty nursing	10% for most services; MHSA at 50%
Annual Dollar Maximums		
- Fixed Dollar Co-pays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Co-pays - MH/SA and private duty nursing co-pays do not apply toward out-of-pocket maximum	\$1,000 per member; \$2,000 per family	\$2,000 per member; \$4,000 per family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

**APPENDIX O
ARTICLE 24**

The following provisions are in effect until October 1, 2002, except for the Group Basic and Major Medical insurances, as well as the prescription drug plans, which are in effect until January 1, 2003.

A. Flexible Benefits Plan FLEXIBLE BENEFITS PLAN.

1. Bargaining unit employees shall be eligible to participate in a flexible benefits plan. It is understood and agreed that enrollment in the group insurance options offered under the flexible benefits plan will be part of the annual open enrollment process.

B. Group Basic And Major Medical Insurance Plans. GROUP BASIC AND MAJOR MEDICAL INSURANCE PLANS (State Health Plan Advantage as Administered by Blue Cross/Blue Shield of Michigan).

Premium Splits.

a. Full Time. PREMIUM SPLITS.A. FULL TIME

Except as provided within this Article, the Employer shall maintain the existing Group Basic and Major Medical Health Insurance coverages. The Employer shall pay ninety-five percent (95%) of the premiums for the Health Plan. Premium payment and eligibility for coverage for permanent intermittent employees shall continue in accordance with current practice.

b. Less than Full Time.

(1) During negotiations in 1998, the parties discussed the group insurance premiums paid by the Employer for other less than full-time employees. While the parties have agreed in concept to a reduction in the Employer's share of the premium for group insurance coverages for these other less than full-time employees, there are uncertainties regarding what can be administratively implemented under the new human resources management network scheduled to become operational during 1999 and 2000. The parties agree to establish a committee consisting of three representatives of the Employer and three representatives of the coalition to determine the manner in which this provision will be applied to these other less than full-time employees.

(2) The Parties agree that in accordance with and to implement Article 24B.1.b. of the current collective bargaining agreement, employees hired on or after January 1, 2000

who are appointed to a position with a regular work schedule consisting of 40 hours or less per 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.

Co-Pay. The reimbursement under Major Medical shall be ninety percent (90%).
[See Section C.1. of this Article.]

Psychiatric Services ~~Psychiatric Services.~~ Reimbursement for out-patient psychiatric services under Major Medical shall be at ninety percent (90%) with a \$3,500 per person maximum benefit per year. [See Section M. of this Article.]

Deductibles for Major Medical. [See Section C.1 of this Article.] Effective 1/1/97, the major medical annual deductibles are increased to \$100/individual, \$200/family. Effective 1/1/99, the major medical annual deductibles are increased to \$150/individual, \$300/family. Effective 1/1/2000 the major medical annual deductibles are increased to \$300/individual, \$600/family.

Stop Loss. Effective 1/1/97, the annual stop-loss limit is increased from \$500 to \$750. Effective 1/1/99, the annual stop-loss limit is increased to \$1,000. Effective 1/1/2000, the stop-loss limit remains at \$1,000 per individual family member.

Non-Par Provider. Effective 1/1/97, covered charges by a provider who is not a participating ("par") provider with BCBSM will be reimbursed at the par provider usual customary and reasonable (UCR) rate if 75% or more of the providers of that specialty area of practice in the county in which medical services are provided are par providers. For purposes of this Section, a provider's status as par or non-par will be established at the beginning of the plan (calendar) year and will be considered unchanged throughout the year. The member will be responsible for the remaining balance of the billed charges, and this amount will not count toward the member's deductible or stop-loss limit. The joint SEIU/OSE Health Care Committee shall determine what specialty areas of practice will be clustered together for purposes of determining the population of providers upon which the 75% calculation will be made.

Covered charges by a non-par provider for a member residing in a county where less than 75% of the providers of that type are par providers will be reimbursed at the level of billed charges, less any applicable deductible and co-payment. This does not preclude BCBSM from contracting directly with such provider for a lower fee on specific services.

If a member is under a course of treatment and the provider changes from par to non-par status, billed charges will be paid, regardless of the percentage of the providers of that type in the county, until that course of treatment has been completed.

The state will arrange for BCBSM to provide information on a quarterly basis on reimbursements under this system to the joint SEIU/OSE Health Care Committee. In addition to the activities described below, the Committee will expedite resolution of any problems reported by BCBSM, but nothing will preclude the Committee from acting on a problem or complaint of an individual prior to receipt of the BCBSM report.

The State and the SEIU Coalition will arrange for BCBSM to make concerted efforts to increase the number of par providers in those areas in which the level of participation is less than 75% by specialty area of practice. This may include providing additional incentives to providers. In addition, upon request, the State will direct BCBSM to provide letters to members for forwarding to their own physicians (if they are not par providers), requesting them to become par providers for their own case, if not in full. This letter will not be released unless approved by the State and the SEIU locals.

Room CoverageRoom Coverage. The Health Benefits Plan will pay benefits for a private room only for the purpose of medically necessary isolation.

Dependent Coverage Upon Unit Member's DeathDependent Coverage Upon Unit Member's Death. Health plan coverage for enrolled dependents will cease the thirtieth (30th) day after a unit member's death unless the covered unit member is eligible for an immediate pension benefit from the State Employee Retirement System.

Hearing Care ProgramHearing Care Program.

- a. The Hearing Care Program shall be available to employees enrolled in the State Health Plan.
- b. Effective October 1, 1989 the binaural hearing benefit shall be available to employees in this bargaining unit. Hearing care benefits are payable once in every thirty-six (36) consecutive months and subject to certain maximum allowable amounts.

Health Maintenance Organizations (HMO)Health Maintenance Organizations (HMO).

- a. As an alternative to the State-sponsored health insurance program, enrollment in an HMO shall be offered to those unit members residing in areas where qualified, licensed HMO's 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 unit member and unit member/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 Department of Civil Service, which is currently one hundred percent (100%) of the HMO membership cost.
- b. The parties agree that if the Federal statute and/or implementing regulations governing HMO's are changed during the life of this Agreement, the implementation of any changes in the current HMO plans shall be negotiated with the Society.
- c. Employee Residence ChangeEmployee Residence Change. If an employee moves to a new permanent residence outside of the service area of an authorized HMO in which the employee is enrolled, the employee may transfer his/her health care coverage to the State Health Plan or to another authorized HMO serving the new residential area.

PPOs and Other Managed Health Care ApproachesPPOs and Other Managed Health Care Approaches. Within the framework of the joint committee on health care reform established by the parties' letter of agreement in support of National Health Care Reform, Appendix I of this Agreement, the parties agree to establish additional specific subcommittees for the purpose of jointly exploring the introduction of PPOs and other managed health care approaches within the unit. The creation, administration and specific responsibilities of these subcommittees shall be in accordance with the parties letter of understanding, dated 11/16/92, Appendix J of this agreement.

C. State Health Plan - Participating Provider Incentive (PPI)STATE HEALTH PLAN - PARTICIPATING PROVIDER INCENTIVE (PPI).

1. Waiver of Co-Pay and DeductibleWaiver of Co-Pay and Deductible. Effective October 1, 1988 the Major Medical co-pay of ten percent (10%) and \$150 individual/ \$300 family deductible will be waived for employees and dependents who use "participating providers" (a participating provider as defined by Blue Cross Blue Shield). This is not applicable to

chiropractic and out-patient psychiatric. Effective 1/1/2000, the deductible will be \$300 individual / \$600 family, per section B-4.

2. Deductible/Basic ServicesDeductible/Basic Services. Effective October 1, 1988 the Blue Cross Blue Shield usual and customary par provider screen (UCR) will be adopted for all Basic Services. Employees who use non-par providers for these Basic Services will be responsible for any amount in excess of the BCBS UCR screen amount. There will be stop loss amount of \$1,000 per individual for these excess charges.
3. Deductible/Major Medical ServicesDeductible/Major Medical Services. For Major Medical services, employees who use non-par providers will continue to be responsible for the \$150 individual/ \$300 family deductible and the ten per cent (10%) co-pay. Effective 1/1/2000, the deductible will be \$300 individual / \$600 family, per section B-4.
4. Effective December 31, 1999, the waiver of co-payments and deductibles for using "preferred providers" in the Scientific and Engineering Unit is terminated.

D. Prescription DrugsPRESCRIPTION DRUGS. Effective October 1, 1996, Bargaining Unit members will be enrolled in the Alternative Prescription Drug PPO (currently administered by Value RX).

1. Prescription Drug/Participating PharmacyPrescription Drug/Participating Pharmacy. Prescription drug coverage shall be on a participating pharmacy basis with a \$2.00 co-pay for each generic prescription filled. The co-payment level on brand name prescriptions shall be \$7.00. Effective 1/1/2000, the co-payment for covered prescriptions shall be increased to \$10.00 for brand name prescriptions and \$5.00 for generic prescriptions. The brand name co-payment (\$10.00) will apply to DAW prescriptions and will also apply when there is no generic substitute.

The brand name co-payment will not apply for drugs with patents scheduled to expire during the period of the contract, but for which Congress has specifically extended the patent protection. When the patent has expired, the brand name co-payment will apply.

Effective 1/1/2000 Zyban and Nicotrol nasal spray for smoking cessation shall be included under the prescription drug benefit.

2. Prescription Drug/Mail OrderPrescription Drug/Mail Order. The Employer shall continue the mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. Effective 1/1/2000 the co-payment shall be \$5.00 per prescription for generic drugs and \$10.00 per prescription for brand name drugs.

E. Cost Containment PlanCOST CONTAINMENT PLAN (A Program to Reduce Unnecessary Utilization and Distinguish Elective and Necessary Treatment.)

1. The Cost Containment Plan is a program to effectuate cost containment, without reducing the quality of health care, through modification of wasteful and excessive practices and procedures. The Plan shall be administered by a third party Administrator ("Administrator") and take effect October 1, 1985. It consists of five principal components:

- a. *Pre-Certification of Hospital Admission and Length of Stay;*
- b. *Second Surgical Opinion Program;*
- c. *Home Health Care;*
- d. *Alternative Delivery Systems; and*
- e. *Generic Drugs.*

a. Pre-Certification of Hospital Admission and Length of StayPre-Certification of Hospital Admission and Length of Stay.

The Plan shall provide that, whenever a unit member or an enrolled family member is admitted to the hospital, the attending physician shall obtain pre-certification for admission and length of stay from the Administrator. If the admission is not an emergency, the attending physician shall submit the diagnosis, plan of treatment, and expected duration of stay to the Administrator for review prior to admitting the covered individual into a hospital. The Administrator shall promptly approve or reject the admission and length of stay. If the admission occurs as an emergency, the attending physician shall notify the Administrator of the same information by telephone on the next working day after the admission occurs. An admission for a maternity delivery does not require advance approval; however, the attending physician must notify the Administrator before the expected admission date to obtain length of stay approval.

b. Second Surgical OpinionSecond Surgical Opinion. Effective October 1, 1989, the mandatory Second Surgical Opinion Program shall be modified as set forth herein and referred to as Focused Second Surgical Opinion. The Focused Second Surgical Opinion shall be part of the pre-certification for hospital admission. A list of elective surgeries will be provided in the State Health Care Plan Benefit Booklet. The list of surgeries may be reviewed in the Labor-Management Health Care Committee, and upon mutual agreement modified.

The attending physician shall initiate the second opinion referral at the time the physician contacts the third party administrator for pre-certification for admission. Based upon the medical data

provided and the procedure to be done, the physician shall be advised if a second opinion is required. If necessary, the employee or dependent will then be contacted to advise him/her of the second opinion requirement and to select a consultant from the panel. The appointment with the chosen consultant will be scheduled for the employee/dependent. The second opinion requirement will be waived when an appointment with an appropriate consultant cannot be scheduled within three (3) weeks or as otherwise provided in this Section. In the event that no board certified specialist is available within 100 miles of the employee's residence, the second opinion requirement will be waived. If the unit member has to drive 51 - 100 miles one way from his/her residence to get the second opinion, the unit member shall be reimbursed for mileage for all of those miles over fifty (50) one way at the in lieu of rate then in effect.

The Plan shall provide full reimbursement for the second surgical opinion and necessary tests. If the second opinion differs from the first opinion, the covered individual may elect to seek a third opinion which shall be paid for in full by the Plan. Regardless of the outcome of the second or third opinion, surgical and other expenses for the hospital confinement shall be reimbursed in full up to the current benefit maximum.

While unit members, enrolled family members and physicians will be required to follow the Plan procedures beginning October 1, 1985, there will be no limitation on benefits during the life of this Agreement.

- c. Home Health Home Health Care. The Plan shall also provide for an optional program of Home Health Care Services in lieu of a hospital confinement. The attending physician may contact the Administrator for authorization of Home Health Care Services. In order for the Administrator to authorize Home Health Care Services the attending physician must certify, that absent the services and supplies provided as a part of the Home Health Care Program, the proper treatment of the disease or injury would require hospital admission or continued hospital confinement. Unit members and enrolled family members who elect Home Health Care Services shall be covered for one hundred percent (100%) of the expenses incurred.

- d. Alternative Delivery SystemsAlternative Delivery Systems. The Plan shall also provide the option of hospice care and birthing center care in lieu of hospital confinement. Unit members and enrolled family members who elect hospice care and birthing center care shall be covered for one hundred percent (100%) of the expenses incurred.

- e. Generic DrugsGeneric Drugs. [See Section D above.]

- 2. Labor Management CommitteeLabor Management Committee. The parties agree to establish a Labor Management Committee to review the procedures, communications materials which will be provided to unit members, and benefit booklets prior to the implementation of The Plan. These committee responsibilities shall commence during fiscal year 1984-85. The committee shall review procedural matters, however, any changes in the specific provisions of the plan as described herein shall be subject to negotiations.

Each exclusively recognized employee organization shall be entitled to designate one (1) representative to participate in the Labor-Management Committee.

The appeal procedures established by the third party Administrator shall be a proper subject for review and recommendations by the Labor-Management Committee.

- 3. Wellness Plan. Wellness and preventative coverage is as follows:
 - a. Pap Tests annually.
 - b. Mammography in accordance with American Cancer Society guidelines.
 - c. Well Child Care through 24 months.
 - d. Annual Exams from 24 months of age through age 19.
 - e. Immunizations and Lab Tests through age 19.
 - f. Prostate Specific Antigen (PSA) screening [See Section F. below].
 - g. Colorectal screening examination for individuals age 50 and older in accordance with American Cancer Society Guidelines.

- 4. Health Risk AppraisalHealth Risk Appraisal The Employer agrees to make a Health Risk Appraisal Program available, in cooperation with the Department of Civil Service, to bargaining unit members who wish to participate. 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.

5. Disease management program - Effective 10/1/99 the disease management program administered by Blue Cross/Blue Shield of Michigan shall be included as a covered benefit on a voluntary basis. This covers ischemic heart disease, congestive heart failure, pediatric and adult asthma, and type 1 / type 2 diabetes. The parties agree that diseases may be added or deleted.

- F. Prostate Specific Antigen (PSA) Screening PROSTATE SPECIFIC ANTIGEN (PSA) SCREENING (Effective 1994). The parties agree to include as part of the Wellness and Preventative Coverage in the State Health Plan a prostate screening antigen test to be administered in accordance with American Cancer Society guidelines when accompanied by an examination by a physician.

- G. Dental Plans DENTAL PLANS. Bargaining Unit employees are eligible for any one of four dental plans; 1) Group Dental; 2) Group Dental PPO; 3) Dental Maintenance Organization; 4) Preventative Dental Plan under "Flexible Benefits".
 1. Group Dental Expense Plan Group Dental Expense Plan.
 - a. Effective October 1, 1988, the Employer shall pay ninety-five percent (95%) of the applicable premium for unit members enrolled in the Group Dental Expense Plan.
 - b. Benefits payable under the Dental Expense Plan will be as follows: Ninety percent (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.).
 - c. Covered Dental Expenses Covered Dental Expenses. The Dental Expense Plan will pay for incurred claims for unit members and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the dental expense plan up to a maximum of \$1,000 for each covered person in each twelve (12) month period exclusive of orthodontics for which there is a separate \$1,500 lifetime maximum benefit.
 - d. The following services will be paid at the one hundred percent (100%) benefit level:
 - (1) Diagnostic Services: Oral examinations and consultations twice in a calendar year.
 - (2) Preventative Services: Prophylaxis - Teeth cleaning two in a calendar year; Space maintainers for children up to age 14.

- e. The following services will be paid at the ninety percent (90%) benefit level:
- (1) Radiographs: Bite-wing x-rays once in a fiscal year, unless special need is shown; Full-mouth x-rays once in a five (5) year period, unless special need is shown.
 - (2) Restorative Services: Amalgam, silicate, acrylic, porcelain, plastic and composite restorations; Gold inlay and onlay restorations.
 - (3) Oral Surgery: Extractions, including those provided in conjunction with orthodontic services; Cutting Procedures; Treatment of fractures and dislocations of the jaw.
 - (4) 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.
 - (5) Periodontic Services: Periodontal surgery to remove diseased gum tissue surrounding the tooth; Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth and periodontal scaling to remove tartar from the root of the tooth; Treatment of Gingivitis and Periodontitis (diseases of the gums and gum tissue).
- f. The following services will be paid at the fifty percent (50%) benefit level:
- (1) Prosthodontic Services: Repair or rebasing of an existing full or partial denture; Initial installation of fixed bridge-work; Initial installation of partial or full removable dentures (including adjustments for six (6) months following installation); Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when five (5) years or more have elapsed since the date of the initial installation).
 - (2) Orthodontic Services: Effective October 1, 1988 covered orthodontic services shall be paid at the sixty percent (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;

- Effective October 1, 1988 the separate lifetime maximum shall be \$1,500 per enrollee;
- Orthodontic services for dependents up to age 19;
- For enrolled employee and spouse, no maximum age;
- Orthodontic services for dependents up to age 25, if the dependent is a full-time student.

(3) Sealants. Effective October 1, 1990, the Dental Plan shall provide for sealants on permanent molars that are free of any restorations or decay. Sealant treatment shall be payable on a per tooth basis with the Plan paying 50% of the reasonable and customary amount of the sealant and the employee paying the remainder. Dependents up to age 14 shall be eligible for the sealant application in accordance with this subsection. The benefit shall be payable for only one application per tooth within a three year period. Under the dental point of service PPO, the Plan will pay 70% of the reasonable and customary amount.

2. State Dental Plan/Preferred Provider Organization (PPO)State Dental Plan/Preferred Provider Organization (PPO). Employees and dependents enrolled in the State Dental Plan may access the improved benefit levels specified below by utilizing dental care providers that are members of the Point of Service PPO.

BENEFIT	STATE DENTAL CURRENT COVERAGE	STATE DENTAL PPO ENHANCED COVERAGE
Exam	100%	100%
Preventive	100%	100%
Radiographs	90%	100%
Fillings	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Simple Extractions	90%	100%
Complex Extractions	90%	100%
Prosthodontic Repairs	90%	100%
Other Oral Surgery	90%	90%
Adjunctive	90%	90%
Crowns	90%	90%

Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Sealants	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,000	\$1,000
Lifetime Orthodontics	\$1,500	\$1,500

3. Midwestern Dental Maintenance Organization (DMO)Midwestern Dental Maintenance Organization (DMO).

- a. 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.
- b. 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 the Midwestern Dental Maintenance Organization will be offered to employees in the bargaining units as a voluntary option to the state's conventional Dental Plan. This option is available to employees in southeastern lower Michigan on April 11, 1993. It will be made available to employees in the mid-Michigan area in the first full pay period of October, 1993 or as soon thereafter as is administratively feasible.
- c. The parties understand that the state-approved service area for the Dental Maintenance Organization program encompasses only certain geographical areas. The Dental Maintenance Organization 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 Dental Maintenance Organization 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 of the usual, customary and reasonable rate of the non-participating provider).

4. Preventative Dental Plan under "Flexible Benefits" options.

H. Vision Care Plan VISION CARE PLAN.

1. The Employer will provide a vision care plan paying one hundred percent (100%) of the applicable premium for unit members and unit member/dependent coverage enrolled in the Plan.

2. Vision Plan/Participating Provider Vision Plan/Participating Provider.

- a. Examination. Payable once in any twelve (12) month period with a unit member co-payment of \$5.00.
- b. Lenses and Frames. Payable once in any twenty-four (24) month period with a unit member co-payment of \$7.50 for eyeglass lenses and frames and \$7.50 for medically necessary contact lenses.

Effective October 1, 1988, lenses and frames are payable once in any twelve (12) month period when there is a change in prescription.

- c. Effective October 1, 1988 the maximum acquisition cost limit for frames shall be \$25.00.
- d. Contact lenses not medically necessary. The plan will pay a maximum of \$90 and the unit member shall pay any additional charge of the provider for such lenses. The co-payment provision under 2(b) is not required.
- e. Microscopic lenses where medically necessary. Payable once in any 24 month period with a unit member co-payment of \$7.50.

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

- f. Effective October 1, 1990 the Plan will cover lenses up to 71 millimeters in diameter. If a larger lens is selected, the extra size beyond 71 millimeters is not a covered benefit.

3. Vision Plan/Non-Participating Provider Vision Plan/Non-Participating Provider.

- a. Vision Testing Examination. The plan will pay seventy-five percent (75%) of the reasonable and customary charge after it has been reduced by the member's co-payment of \$5.00.
- b. Eye-glass Lenses. The plan will pay the provider's charge or the amount set forth below, whichever is less.
 - (1) Regular lenses:

Single Vision	\$13.00/pair
Bifocal	\$20.00/pair
Trifocal	\$24.00/pair
 - (2) Contact lenses:

Medically necessary	\$96.00/pair
(as defined in Section 2.e. above)	
Not medically necessary	\$40.00/pair
 - (3) Special lenses:

For covered special lenses (e.g., Aphatic, Lenticular and Aspheric) the plan will pay fifty percent (50%) of the provider's charge for the lenses or seventy-five percent (75%) of the average covered vision expense benefits paid to participating providers for comparable lenses, whichever is less.
 - (4) Additional charges for plastic lenses shall be \$3.00/pair plus benefit provided above for covered lenses.
 - (5) Additional charges for tints equal to rose tints #1 and #2 shall be \$3.00/pair.
 - (6) Additional charges for Prism lenses shall be \$2.00/pair. When only one lens is required, the plan will pay one-half (1/2) of the applicable amount per pair shown above.
- c. Eye-glass Frames. The plan will pay the provider's charges or \$14.00, whichever is less.

I. Long-Term DisabilityLONG-TERM DISABILITY.

- 1. The Employer shall maintain the existing group LTD insurance coverage.
- 2. A unit member may elect to enroll in a group plan of income protection in case of total non-work-related disability which guarantees income equal to two-thirds (2/3) of the unit member's current basic rate of pay to the maximum payment of \$3,500 per month. Payment begins after the use of the unit member's accumulated sick leave, but in no event before the fourteenth (14th) day of disability. If the unit member has fewer than twenty-three (23) days of accumulated sick leave when first insured, the

income guarantee applies for a maximum of two years (Plan I). If the accumulated sick leave is twenty-three (23) days or more, the guarantee applies until age 70 is reached (Plan II).

Sick leave accumulations are reviewed biweekly. Plan I enrollees who then have more than twenty-three (23) days of accumulated sick leave are reclassified to Plan II. If the unit member has other employment-connected or group-sponsored income benefits or is receiving Social Security disability payments, these are included as a part of the two-thirds percent (66 2/3%) guaranteed income.

3. The Employer shall pay a percentage of premium cost. This percentage varies for individual unit members according to applicable plan of insurance coverage.
4. There shall be a no waiting/qualifying period for a recurrence of the same disability within a sixty (60) calendar day period.
5. The Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums for a maximum of six (6) months while such employee is receiving the LTD insurance benefit.
6. Part time and permanent-intermittent (PI) employees who work forty percent (40%) or more of full time will be eligible for LTD benefits. Premiums for 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 twelve (12) months of employment or at subsequent open enrollment periods which may be established from time to time.
7. The parties agree that the LTD Benefit shall be payable twice monthly for disabilities commencing on October 1, 1991 and thereafter for the first six months of disability. After six months, benefits shall be paid monthly.

J. Life Insurance. LIFE INSURANCE.

1. Member Benefits Member Benefits. The Employer shall pay one hundred percent (100%) of the unit member's premium for the policy, which shall

have a death benefit equal to two (2.0) times annual salary rounded up to the nearest \$1,000.

2. Optional Life Insurance Under "Flexible Benefits" Option. [See Flexible Benefits Statement for description.]

3. Dependent Coverage~~Dependent Coverage~~. The unit member shall pay one hundred percent (100%) of premium for dependents' coverage, which shall provide a death benefit of \$1,500 for the unit member's spouse, \$1,000 for children from age fifteen (15) days to twenty-three (23) years

There shall be no age ceiling for handicapped dependents under the optional life insurance plan. Such coverage for handicapped dependents shall be provided at no increased premium cost to the unit member. A dependent is considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical handicap, and depends chiefly on the unit member for support and maintenance.

4. Dependent Coverage Options~~Dependent Coverage Options~~.

- a. The unit member may elect to increase the basic dependent benefit for the spouse and children over fifteen (15) days to \$5,000 and \$2,500 respectively by contributing a total premium of \$1.00 per pay period.
- b. A unit member shall have the option of purchasing dependent life insurance coverage of \$10,000 for a spouse and \$5,000 for children. The entire cost of such coverage shall be borne by the unit member.
- c. Effective October 1, 1990 a unit member shall have the option of purchasing dependent life insurance coverage of \$25,000 for a spouse and \$10,000 for children. OR, effective October 1, 1992, the unit member may elect to insure children only for \$10,000. The entire cost of such coverage shall be borne by the unit member.

5. Accidental Death~~Accidental Death~~. In the event of a unit member's accidental death in the line of duty, the Employer will pay a death benefit of \$100,000, exclusive of what Workers' Compensation benefit may be owing.

- K. Mental Health And Substance Abuse Services ~~PPO~~ MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES PPO. 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:

1. 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;
2. A "managed care" plan providing ongoing evaluation and management of cases by professionals familiar with the most appropriate treatment settings;
3. Monitoring of provider effectiveness in the various treatment plans;
4. Direct interface with the Department of Civil Service Employee Services Program to provide for a coordinated continuum of care; and
5. 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:

6. 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.
7. 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.

8. 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.
9. 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.

Transition Period 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.

Extension Period 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.

Geographic AccessibilityGeographic 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.

Conflicts of InterestConflicts 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 Employer 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 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.

Selection of AdministratorSelection 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 FY 93-94, and a single PPO administrator during FY 94-95. 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 FY 93-94, 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 FY 93-94, 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 FY 94-95. 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 10. Transition Period and Section 11. Extension Period, above shall apply.

Termination of Participation 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 FY 93-94 and FY 94-95, 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 FY 93-94, FY 94-95 and FY 95-96; 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 Employees 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 FY 94-95, 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 Section 6-13.1 of the Civil Service Rules and Regulations. If the proposal to terminate participation in the PPO at the end of FY 94-95 is supported by the Civil Service Commission, the benefits and coverages in effect during FY 95-96 shall be as provided by the Civil Service Commission.

The current MH/SA PPO program design and evaluation/selection procedure is continued during the term of the Agreement. In accordance with the previously established provisions governing the selection procedure to be followed by the joint evaluation committee, either one or both of the vendors may be continued.

L. Smoking Cessation Expense Reimbursement SMOKING CESSATION EXPENSE REIMBURSEMENT.

1. The Michigan Professional Employees' Society, on behalf of itself and members of the Scientific and Engineering unit, agrees to waive and dismiss any and all challenges and claims --past, present and future-- arising out of any departmental rule, regulation or policy which, pursuant to Executive Order 1992-3, prohibits smoking of tobacco products in state premises.
2. Transdermal Patches Transdermal Patches. In consideration of this commitment the parties agree that, effective October 1, 1993, Scientific and Engineering Unit members (but not their spouses or other family members) shall be eligible for reimbursement for their costs of purchasing smoking cessation transdermal patches (less the employee co-payment), if accompanied by counseling services, if such cost reimbursement is not otherwise available to the employee as a covered health care benefit. Eligibility for such reimbursement is limited to one-time-only. Such reimbursement shall be made by the Departmental Employer.

M. COBRACOBRA. The provisions of Title X of Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 are hereby incorporated by reference.

N. Open Enrollment Periods OPEN ENROLLMENT PERIODS. There shall be an annual open enrollment period offered to unit members in each year of this Agreement.

O. Subrogation. Effective October 1, 1999, the State Health Plan Advantage (SHPA) will contain the following subrogation provision: In the event that a participant receives services that are paid by the State Health Plan Advantage

(SHPA), or is eligible to receive future services under the SHPA, the SHPA 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 SHPA may request to facilitate enforcement of the rights of the SHPA and shall take no action prejudicing the rights and interests of the SHPA.

- P. Duty To Bargain Over ChangesDUTY TO BARGAIN OVER CHANGES. No change shall be made in the group fringe benefits for state classified employees except upon mutual agreement of the parties in the consideration or study of any change and/or the decision to implement it.